



Fort Myers Beach Town Council

Town Hall Council Chambers
2731 Oak Street
Fort Myers Beach, FL 33931

AMENDED Agenda

Monday, April 1, 2024

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. APPROVAL OF MINUTES
 - A. Town Council - March 18, 2024
- IX. CONSENT AGENDA
 - A. Special Event: Extension of Farmers Market at Moss Marina
Extend Farmers Market at Moss Marina until the end of May 2024.
 - B. Sole Source: Monitoring and relocation of marine turtle nests.
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO WAIVE COMPETITIVE BID REQUIREMENTS IN THE TOWN CODE OF ORDINANCES AND APPROVE A PROPOSAL FROM TURTLE TIME INC. AS A SOLE SOURCE PROVIDER FOR TURTLE MONITORING SERVICES IN THE AMOUNT OF \$40,000.00; AUTHORIZING THE TOWN MANAGER TO SIGN ANY NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.
 - C. Resolutions 24-60 through 24-64; Extending State of Local 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.

- D. Resolutions 24-65 through 24-69; Extending 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.

- E. Resolution 24-59; Utility Billing Software

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH AUTHORIZING THE TOWN MANAGER TO PURCHASE SOFTWARE NEEDED FOR THE TOWN'S WATER UTILITY SYSTEM IN THE AMOUNT OF 436,850.00 FROM CONTINENTAL UTILITY SOLUTIONS, INC. REPRESENTING AN INITIAL STARTUP FEE OF \$15,250.00 AND MONTHLY CHARGES OF \$1,800.00 FOR THE FIRST YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Resolution 24-15; ILA w/Lee County for Construction of the Renourishment Project

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND LEE COUNTY FOR THE CONSTRUCTION OF THE ESTERO ISLAND BEACH SHORELINE PROTECTION PROJECT.

- G. Resolution 24-71, CEC STA #9 Sand Renourishment and Dune Plantings North Estero Cat. G Project

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #9 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION PHASE SERVICES FOR SAND RENOURISHMENT AND DUNE PLANTINGS FOR ESTERO ISLAND NORTH FEMA CATEGORY G PROJECT, FOR A COST OF \$56,930; AND PROVIDING AN EFFECTIVE DATE.

- H. Resolution 24-70; CEC STA #10-Construction Phase Services for Sand Renourishment

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #10 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION PHASE SERVICES FOR SAND RENOURISHMENT FOR

ESTERO ISLAND SHORE PROTECTION PROJECT, FOR A COST OF \$495,600; AND PROVIDING AN EFFECTIVE DATE.

- I. Resolution 27-72; Change Order #1 Earth Tech Enterprises, Inc.
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING CHANGE ORDER #1 OF CONTRACT ITB-24-02-EN BETWEEN THE TOWN AND EARTH TECH ENTERPRISES, INC. TO CONSTRUCT A SAND BERM AND FILL SCOURS ALONG THE NORTH ESTERO ISLAND BEACH SEGMENT, LOCATED BETWEEN FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REFERENCE MONUMENTS R-174.5 TO R-182, FOR A COST OF \$1,183,430.

X. PUBLIC HEARINGS

- A. Ordinance 24-03; Flood
Second Reading and Final Public Hearing of an ordinance entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE IV OF CHAPTER 6 OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH TO 1) REQUIRE ALL MANUFACTURED HOMES INSTALLED OR REPLACED IN SPECIAL FLOOD HAZARD AREAS TO BE ELEVATED AT OR ABOVE AT LEAST THE BASE FLOOD ELEVATION PLUS 1 FOOT; 2) ADOPT THE NOVEMBER 17, 2022 FLOOD INSURANCE STUDY FOR LEE COUNTY FLORIDA AND INCORPORATED AREAS; 3) CHANGE TO SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATIONS; AND 4) AMEND THE DEFINITIONS OF MARKET VALUE AND SUBSTANTIAL DAMAGE, IN ORDER TO COMPLY WITH RECENT CHANGES TO THE COMMUNITY RATING SYSTEM NECESSARY TO RETAIN A CLASS 8, WHICH ASSIST THE TOWN IN MAINTAINING ITS CLASS 5 COMMUNITY RATING SYSTEM DESIGNATION; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE.
- B. Ordinance 24-07; TECO Franchise Agreement
Second Reading and Final Public Hearing of an Ordinance Entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, INC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF FORT MYERS BEACH FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR FINDINGS; SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.
- C. Ordinance 24-05; CPD 20230194, 3051 Estero Blvd
Second Reading and Final Public Hearing of an Ordinance Entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING THE

COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING FOR THE PROPERTY LOCATED AT 3051 ESTERO BLVD. GENERALLY IDENTIFIED AS STRAP NUMBERS 29-46-24-W1-0120C.0100 FORT MYERS BEACH; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

- D. Resolution 24-56; SEZ20230302, 450 Harbor Court - Rude Shrimp
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20230302, REQUESTING CONSUMPTION ON PREMISES FOR A RESTAURANT WITH A BAR/ COCKTAIL LOUNGE THAT IS VISIBLE FROM THE EXTERIOR OF THE RESTAURANT PER SEC. 34-1264(B)(2)A.3., FOR THE PROPERTY LOCATED AT 450 HARBOR COURT; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.
- E. Resolution 24-41; SEZ20230202 1028 Fifth Street
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20230202, REQUESTING CONSUMPTION ON PREMISES TO ALLOW A BAR/COCKTAIL LOUNGE WITHIN 500 FEET OF A PARK, FOR THE PROPERTY LOCATED AT 1028 FIFTH STREET; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.
- F. Resolution 24-57, VAR20240046, 718 Estero Boulevard
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE VAR20240046, REQUESTING A VARIANCE FROM LDC TABLE 34-3 OF 15-FEET, PROVIDING A 10-FOOT FRONT SETBACK. THE LDC REQUIRES A SINGLE-FAMILY HOME IN RM ZONING DISTRICT TO PROVIDE A MINIMUM 25-FOOT STREET SETBACK, FOR THE PROPERTY LOCATED AT 718 ESTERO BOULEVARD; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.
- G. Resolution 24-58; VAR20240027, 250 Tropical Shores Way
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE VAR20240027, REQUESTING A 4-FOOT VARIANCE FROM SEC. 34-638(5)(A)(1) WHICH REQUIRES AN ADDITIONAL 12-FEET OF STREET SETBACKS FOR RESIDENCES

WIDER THAN 65-FEET, INSTEAD PROVIDING AN ADDITIONAL 8-FEET OF STREET SETBACK FOR THE PROPERTY LOCATED AT 250 TROPICAL SHORES WAY; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

XI. ADMINISTRATIVE AGENDA

A. CHNEP Policy Committee

Designation of a Council representative and alternate to the Coastal & Heartland National Estuary Partnership (CHNEP) Policy Committee

B. Contract for Sale, 6231 Estero Blvd.

Accept an offer to sell and approve a FAR/BAR Commercial Contract for the purchase of real property located at 6231 Estero Blvd. currently owned by 6231 Estero LLC for the eventual use as a new Town Hall , AND authorize the Mayor or Town Manager to sign any and all documents needed to close the transaction tentatively scheduled for July 8, 2024 once all contingencies (title, survey, etc.) have been satisfied.

NEW C. Resolution 24-73; Development Agreement with Deviations

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA; MAKING FINDINGS; APPROVING AN ADMINISTRATIVE CODE SETTING FORTH PROCEDURES FOR THE APPLICATION AND APPROVAL OF DEVELOPMENT AGREEMENTS WITH DEVIATIONS; AND PROVIDING AN EFFECTIVE DATE.

XII. FINAL PUBLIC COMMENT

XIII. TOWN MANAGER'S ITEMS

XIV. TOWN ATTORNEY'S ITEMS

XV. COUNCILMEMBERS ITEMS AND REPORTS

XVI. 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.



Fort Myers Beach Town Council

**Bay Oaks Recreation Center
2731 Oak Street
Fort Myers Beach, FL 33931**

Minutes

Monday, March 18, 2024

9:00 AM

ORDER OF BUSINESS

I. CALL TO ORDER

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

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Council Member King moved to pull A. and B. from the consent agenda for discussion; seconded by Vice Mayor Atterholt.

The motion carried unanimously.

Council Member King moved to approve the final agenda as amended; seconded by Vice Mayor Atterholt.

The motion carried unanimously.

V. PUBLIC COMMENT

Karen Troutman, resident, commented that she was offended by the name of the t-shirt shop and did not think it was compatible with families and children. She did not think a place like that belonged on Main Street.

Ed Ryan noted that plants would be put in behind the wavy wall downtown in Times Square on Sunday and Monday. Kathy Turner from The Estero Island Garden Club will supervise volunteers. Last Thursday, \$1,000.00 was raised for supplies to clean up the beach and Mr. Ryan indicated that \$400.00 was left over, so he donated the funds to the town. He apologized for losing the pickleball tournament and noted his team raised \$500 for the Art Association. He thanked the Community Foundation for hosting.

VI. PRESENTATIONS

A. Legislative Session Updates

Chris Holley, former interim town manager, thanked the council for allowing

him and Keith Wilkins to be involved with the town. He described how Rep. Adam Botana, Sen. Kathleen Passidomo and Sen. Jonathan Martin helped secure money for the town. He highlighted items from the two legislative sessions. After amendments, a loan of \$11.9 million was extended for 10 years with zero interest, \$5 million was set aside for front-loading FEMA reimbursements, turtle-friendly lighting was approved and installation should start next month. The governor has not signed the budget yet, but over \$7.5 million was approved for revenue replacement and the legislature appropriated \$8 million to replace the Town Hall. Council members thanked Mr. Holley and Mr. Wilkins for all they did for the town.

Rep. Botana felt that the governor would approve the request and stated that a total of approximately \$96 million was approved by the legislature for Coastal Lee County, North Collier, Bonita and Estero. He described how he convinced Mr. Wilkins to work with the town after Ian. He explained that the revenue replacement funds were a grant from the state and praised Sen. Passidomo and Sen. Martin for their help. He suggested that a letter from the mayor to the governor would be helpful. Council members thanked Rep. Botana for his work obtaining funds.

VII. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Safford commented that the Shrimp Fest was incredible and thanked everyone involved in putting it on.

Council Member Woodson recognized the pre-St. Patrick's Day parties at The Whale.

Vice Mayor Atterholt thanked those who continued to use the pedestrian overpass. The Keep Lee County Beautiful, Inc. Great American Clean-up is Sat. March 30, 2024, from 8:00-10:00 at the elementary school. Details can be found on the Keep Lee County Beautiful, Inc. website.

Council Member King thanked Public Works Director Mark Ashton and the Cape Christian group for the paint job on the concession stand, bathrooms and pool building. He recognized the staff for their hard work with the Shrimp Fest and recognized the Lee County Sheriff's Office. He congratulated the mayor and vice mayor for winning the pickleball tournament and thanked the Community Foundation. Funds were raised for the Woman's Group and the Art Association and he thanked the staff for their support.

Mayor Allers thanked the non-profits on the island and the community for contributing to fundraisers.

VIII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

Steve Johnson, Chair of MERTF (Marine & Environmental Resources Task Force), reported that MERTF recommended more education for the community regarding sea turtle lighting compliance and the municipal lighting ordinance. The annual notice included with the water bills did not reach enough of the community, since many received bills digitally. He noted that many residents were unfamiliar with the Dark Skies Municipal Lighting Ordinance and suggested that the PIO (Public Information Officer) initiate advisories or alerts. A second recommendation was alerting property owners of sewage leaks from cracked pipes. He indicated

that grants may be available to assist property owners in scoping their pipes. He described how Lee County checked the pipes shortly after the hurricane. Mayor Allers wondered whether the town and county could be proactive and alert residents regarding excessively high water bills and sewer issues. He extended an invitation to the council to attend the Building Resilience Capacity panel discussion on Thursday from 9:00-11:00 a.m. in council chambers.

IX. APPROVAL OF MINUTES

- A. Town Council - February 20, 2024
Council Member King moved to approve the minutes; seconded by Council Member Woodson.
The motion carried unanimously.
- B. Town Council - March 4, 2024
Council Member King moved to approve the minutes; seconded by Council Member Woodson.
The motion carried unanimously.
- C. Management & Planning Session - March 7, 2024
Council Member King moved to approve the minutes; seconded by Council Member Woodson.
The motion carried unanimously.
- D. Town Council Joint Session with Public Safety Committee - March 7, 2024
Council Member King moved to approve the minutes; seconded by Council Member Woodson.
The motion carried unanimously.

X. CONSENT AGENDA

- A. Jacobs Project Management, Co Amendment #2
Authorize the Town Manager to execute Amendment #2 to the Jacobs Project Management Co Agreement.
See XI.
- B. STA #11 RFQ-20-22-AD; Land Development Code Updates
Approval of a Supplemental Task Authorization to update the Land Development Code (LDC) as required to make the LDC consistent with the proposed Comprehensive Plan.
See XI.

XI. ITEMS REMOVED FROM CONSENT AGENDA

Item A. - John Dulmer stated the jobs were filled and the amendment was to combine previous contracts into one.
Council Member King moved to authorize; seconded by Council Member Safford.
The motion carried unanimously.

Item B. - Community Development Planner Sarah Propst explained that this was

to allow her firm to get started on making changes to the LDC. She stated that she could use additional staff. Mayor Allers supported the request. Council Member King moved to authorize; seconded by Council Member Safford. The motion carried unanimously.

XII. PUBLIC HEARINGS

Town Attorney Stuparich explained the quasi-judicial procedure. Town Clerk Baker confirmed that the agenda items were properly noticed and she swore in those providing testimony.

A. Ordinance 24-03; Flood

First Reading and Public Hearing of an ordinance entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE IV OF CHAPTER 6 OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH TO 1) REQUIRE ALL MANUFACTURED HOMES INSTALLED OR REPLACED IN SPECIAL FLOOD HAZARD AREAS TO BE ELEVATED AT OR ABOVE AT LEAST THE BASE FLOOD ELEVATION PLUS 1 FOOT; 2) ADOPT THE NOVEMBER 17, 2022 FLOOD INSURANCE STUDY FOR LEE COUNTY FLORIDA AND INCORPORATED AREAS; 3) CHANGE TO SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATIONS; AND 4) AMEND THE DEFINITIONS OF MARKET VALUE AND SUBSTANTIAL DAMAGE, IN ORDER TO COMPLY WITH RECENT CHANGES TO THE COMMUNITY RATING SYSTEM NECESSARY TO RETAIN A CLASS 8, WHICH ASSIST THE TOWN IN MAINTAINING ITS CLASS 5 COMMUNITY RATING SYSTEM DESIGNATION; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on April 1, 2024 at 9:00 AM

Mayor Allers read the title of the ordinance. Flood Plain Manager Kristin Schumacher reviewed the background of the ordinance as stated on the blue sheet. She noted that the ordinance was necessary to comply with FEMA requirements. Town Attorney Stuparich added that the state was fine with the ordinance.

No public comment.

Council Member King moved to send the ordinance to a second reading; seconded by Mayor Allers.

The motion carried unanimously by roll call vote.

B. Ord 24-05 DCI20230194, 3051 Estero Blvd

First Reading and Public Hearing of an Ordinance Entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING FOR THE PROPERTY LOCATED AT 3051 ESTERO BLVD. GENERALLY IDENTIFIED AS STRAP NUMBERS 29-46-24-W1-0120C.0100 FORT MYERS BEACH; PROVIDING FOR OTHER CLARIFICATIONS AS

NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on April 1, 2024 at 9:00 AM

Mayor Allers read the title of the ordinance. Ex parte communications: Council Member King drove by the property. No disclosures from other members. The property owner confirmed receipt of the agenda and backup materials.

Planner Propst reviewed the background of the request as stated on the blue sheet. She noted that several conditions were listed in the staff report and the LPA (Local Planning Agency) recommended unanimous approval. Vice Mayor Atterholt questioned whether the traffic study was helpful or necessary for her job and whether the town needed to require them for this type of proposal. Planner Propst replied that she did not review traffic impact statements and that they were not necessary for her, especially for an existing use. She would have to consult with traffic engineers to understand what the study could affect since Estero Blvd. was always busy. She added that the study was required by code.

Ken Gallander represented the applicant and displayed a rendering of the building. He stated that curbs would restrict people from cutting through the property and the sign would not conflict with the view corridor.

Mark Herin, with 7-11, stated that every store had the right to customize its assortment for the neighborhood and people could request specific items from the franchise owner. He indicated that the other 7-11 would be open to the public on April 8, 2024, with a grand opening the following Friday.

Electric charging stations were being evaluated based on need.

No public comment.

Council Member King moved to send the ordinance to a second reading; seconded by Vice Mayor Atterholt.

The motion carried unanimously.

C. Ordinance 24-07, Natural Gas Franchise Agreement

First Reading and Public Hearing of and Ordinance Entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, INC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF FORT MYERS BEACH FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR FINDINGS; SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE. Open the first public hearing and schedule for second reading and final adoption on April 1, 2024 at 9:00 AM

Mayor Allers read the title of the ordinance. External Affairs Manager for Teco Peoples Gas, Carlo Fassi, noted that the agreement expired a few years ago and he was happy they came to an agreement. He explained that

the pipeline expansion was customer-driven and explained the process. He noted they have just over 100 customers on the beach and the pipeline spanned the length of the island. Vice Mayor Atterholt read section 14 of the proposed franchise agreement concerning insurance. Mr. Fassi stated that the personal injuries and the aggregate cap amounts would be doubled, from \$5,000,000 to \$10,000,000 in the new agreement and the franchise fee would not be affected.

No public comment.

Vice Mayor Atterholt moved to send the ordinance to a second hearing; seconded by Council Member Woodson.

The motion carried unanimously by roll call vote.

D. Resolution 24-35; Six-Month Reassessment (The Whale)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION AMENDMENT SEZ20230052, REQUESTING A SIX-MONTH REASSESSEMENT OF PREVIOUSLY APPROVED AMENDMENTS TO ALLOW FOR OUTDOOR ALCOHOL SALES AND LIVE MUSIC; 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 except Council Member King disclosed that they received several emails of support and Council Member Safford also spoke to the owners. The property owners confirmed receipt of the agenda and backup materials. Community Development Senior Planner Jason Smalley reviewed the background of the request as stated on the blue sheet and reviewed the conditions of approval.

Greg von Krumreig, applicant, distributed a decibel report and requested an extension of the special exception. Council Member Woodson questioned why they needed an extension. Mr. von Krumreig believed that the final permits would be submitted this week. He did not have any issues with the conditions. Mayor Allers suggested that Mr. von Krumreig be aware of people parking in the right of way and private property. Mr. von Krumreig responded that he informed people they could not park there.

Mike Miller, applicant, addressed the parking. He said people were parking there for free and going to the beach or other venues. He described their new building and requested that they be treated like everyone else regarding regulations.

No public comment.

Council Member Woodson questioned whether the town could do something regarding the parking. Operations & Compliance Director Frankie Kropacek replied positively. Council Member Woodson questioned whether they could waive fees for the extension and allow them to appear in front of the LPA only.

A consensus was reached to remove the fee requirements and another appearance in front of the town council.

Mr. Miller did not object to another six-month review, with the fees waived. Town Attorney Stuparich will research the ordinance regarding the requirement to appear before the council in six months.

Mayor Allers moved to approve the resolution with the conditions set forth, waive the fee for the variance if the applicants had to appear in front of council again and encourage the town attorney to get an answer regarding the process to come back before the town council; seconded by Council Member King.

The motion carried unanimously by roll call vote.

E. Resolution 24-42; SEZ20230280, 102 Estero Boulevard

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING / APPROVING WITH CONDITIONS / DENYING SPECIAL EXCEPTION SEZ20230280 TO ALLOW RECONSTRUCTION OF A POOL, POOL DECK, FENCES AND WALLS, GRILL AREA, FOOT-RINSE STATION, LIGHTING, AND BEACH ACCESS PATH IN THE ENVIRONMENTALLY CRITICAL (EC) ZONING DISTRICT, WITH CONDITIONS, FOR THE PROPERTY LOCATED AT 102 ESTERO BOULEVARD; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Ex parte communications: Council Member King - none; Vice Mayor Atterholt - received emails; Mayor Allers - received emails and drove by; Council Member Woodson - received emails and drove by the site and Council Member Safford - received emails and drove by the site. The applicant confirmed receipt of the agenda and backup materials.

Planner Propst reviewed the background of the request as stated on the blue sheet. The LPA unanimously recommended approval.

Richard Rowe, applicant, stated that they wanted to repair exactly what was there before Ian except an ADA ramp would be added to the land side of the CCCL (Coastal Construction Control Line) and the grill area would be moved about eight feet to allow for better drainage. He did not object to the conditions of approval.

No public comment.

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

The motion carried unanimously by roll call vote.

F. Resolution 24-41; SEZ20230202 1028 First Street

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20230202, REQUESTING CONSUMPTION ON PREMISES TO ALLOW A BAR/COCKTAIL LOUNGE WITHIN 500 FEET OF A PARK, FOR THE PROPERTY LOCATED AT 1028 FIFTH STREET; 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. The applicants requested a continuation to April 1, 2024.

No public comment.

Council Member King moved to continue to a date certain; seconded by Mayor Allers.

The motion carried unanimously by roll call vote.

G. Resolution 24-40; SEZ20230293 - 923 Third Street

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20230293, REQUESTING A SPECIAL EXCEPTION FROM LDC 34-3238(2)(e)(4)(a). WHICH REQUIRES AN INCREASE TO THE NUMBER OF RESIDENTIAL BEDROOMS WHICH MAY BE DEVELOPED WHILE UTILIZING THE POST DISASTER BUILDBACK ORDINANCE, FOR THE PROPERTY LOCATED AT 923 THIRD STREET; 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:

Council Member King - none; Vice Mayor Atterholt - none; Mayor Allers - drove by; Council Member Woodson - knows the property well and Council Member Safford - conversation with the applicant. The applicant confirmed receipt of the agenda and backup materials.

Senior Planner Smalley reviewed the background of the request as stated on the blue sheet. Staff recommended denial and included specific conditions of approval. The LPA unanimously recommended approval with the conditions. Chris Mosteiro, applicant, described his house pre-lan and indicated that the neighborhood consisted mainly of rentals. He intended to live on one side of the duplex and rent the other side. He commented that adding bedrooms to his unit would not change the neighborhood's identity. He requested clarification regarding the buffer requirement.

Planner Smalley commented that a fence or a hedge between four and six feet would suffice as a buffer.

No public comment.

Mayor Allers moved to approve the resolution with the amendment to condition number 2 in the staff report to read, three to six-foot vegetation buffer and/or a fence; seconded by Council Member Woodson.
The motion carried unanimously by roll call vote.

XIII. ADMINISTRATIVE AGENDA

A. CDBG-DR Affordable Housing Development Evaluation Committee Selection
Selection of an individual to serve on the Lee County CDBG-DR Affordable Housing Development Evaluation Committee.

Town Manager Hyatt recommended that Director Kropacek be appointed to serve on the committee.

Vice Mayor Atterholt moved to approve the recommendation; seconded by Council Member Safford.

The motion carried unanimously.

B. Lien Reduction

Lien Reduction Request for CE18-0724

Operations & Compliance Director Frankie Kropacek reviewed the background of the case and noted that it had been in violation for 1,144 days. Staff recommended denial of a reduction and recommended full payment of \$286,075.00. Town Attorney Stuparich noted the lien requests were attached to the same property, but the liens were different and had to be voted on separately. She stated that CE18-0700 was not in compliance and there was a pending foreclosure on the property. She read the criteria to be applied to each request, which was included in the agenda packet.

Mayor Allers read the management recommendation to deny the reduction request for CE18-0724.

Dania Carballo stated she owned the property with her mother, Daisy Garcia. She noted that the roof was only repaired, but the town said it was new. She indicated that the roof had to be replaced after Ian and the property was in compliance. She acknowledged that items fell through the cracks due to her mother's illness, but now she was responsible for the property. She admitted that a permit was not obtained for the original roof repair. Ms. Carballo explained that she suffered financial difficulties in 2020 when everything shut down.

Town Attorney Stuparich noted that the applicants requested a 100% reduction of the lien. If the council votes to forgive this lien, the case would be amended and the other two liens would stand unless they took similar actions.

Ms. Carballo stated that she had been in contact with the town and hired an attorney in 2022 to negotiate a solution. She described events that slowed down the process. Town Attorney Stuparich reviewed the timeline of events. The property came into compliance on April 18, 2023.

Ms. Carballo indicated that she did not attend the Special Magistrate hearings because she lived on the East Coast and shared responsibility of the property with her mother.

Town Attorney Stuparich explained that the town could decide to settle at any point during the foreclosure process.

Mayor Allers moved to deny the application for a lien request and move forward with the management recommendation; seconded by Vice Mayor Atterholt.

The motion carried unanimously by roll call vote.

C. Lien Reduction

Lien Reduction Request CE20-0597

Town Attorney Stuparich read the criteria and noted the amount of accrued fines was \$12,075.00. Ms. Carballo requested a 96% reduction in fines. Ms. Carballo stated the home had not been rented and they were in compliance. Mayor Allers noted that the property came into compliance on May 20, 2021. Flood Plain Manager Schumacher stated that she was in charge of short-term rentals at that time and followed up with the violations. She explained that repeat violations were handled per violation and daily fines did not accrue. The violations continued from 2019 to 2021. She confirmed that the applicant was told they were not allowed to rent but continued to do so until 2022.

Council Member Woodson moved to deny the reduction request and to follow the management recommendations; seconded by Mayor Allers.

The motion carried unanimously by roll call vote.

D. Lien Reduction

Lien Reduction Request for CE18-0700

Town Attorney Stuparich stated that this case was not in compliance and the fines continued to accrue. As of March 1, 2024, the fine was \$365,575.00.

The violation was for unpermitted work completed on the house after a fire in 2020. Town Attorney Stuparich indicated that the council could move to take no action while the applicant submitted documentation. She added that the applicant should come into compliance before requesting a reduction.

Ms. Carballo commented that the first-floor work was permitted, but the second-floor remodel was not and she was submitting the application today or tomorrow. Flood Plain Manager Schumacher reported that the case was opened in 2018.

Ms. Carballo explained that she did not take over the property until 2021 and hired an attorney. She withdrew the reduction request and will reapply after the permit is issued.

XIV. FINAL PUBLIC COMMENT

Madeline Boyd, co-owner of the Beach Bar, questioned when crosswalk signs would be installed.

XV. TOWN MANAGER'S ITEMS

Town Manager Hyatt stated that the county was waiting for permission from FEMA to replace the signs. He noted that the election equipment was secured in the council chambers and the entrance to Town Hall would be through the trailer facing the parking lot until the equipment was removed. Director Kropacek reported that the food truck vendors in Santini Plaza should be operating soon.

XVI. TOWN ATTORNEY'S ITEMS

Town Attorney Stuparich will amend the previously reviewed ordinance to include the conversation regarding returning for the six-month permit review. She reported that the town received a check for approximately \$188,000.00 for the Key Estero property. The active foreclosure case will be dismissed after the satisfaction and release document has been recorded.

Planner Propst explained the process for permanent shared parking on the property. The owner would have to apply for a special exception and let the town know how many units, square footage and uses were proposed within the building. The entire lot could be permanent shared parking if the owner was not going to use the retail space. She did not think the town could require the owner to run a shopping plaza instead of a parking lot. Vice Mayor Atterholt questioned the considerations for getting a special exception permit for a parking lot. Planner Propst was not sure.

Council Member Safford asked whether the property owner could be fined for running a parking lot without a special exception. Town Attorney Stuparich replied that if there was ongoing activity constituting a violation, the process would start again. She added that a conference call with the owner was scheduled to discuss what he needed to do to come into compliance. Vice Mayor Atterholt wanted to get the owner back into the shopping plaza business. Director Kropacek stated that code enforcement was monitoring and documenting the situation. (The recording stopped.) Council Member Woodson verified that the property owner was currently out of compliance. Director Kropacek stated the town was moving forward with the case. Town Attorney Stuparich did not think the town could shut down the parking lot without affording the owner due process rights.

XVII. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Safford felt that any required traffic studies for large projects should be conducted in March instead of September. The Audit Committee recommended that Director Onzick speak to the town's auditors for their recommendation regarding a forensic audit. He added that standardized best practices had to be implemented so everything gets handled correctly.

Council Member King reported that on March 26, FDOT (Florida Department of Transportation) was holding a project development and environment study regarding the intersection at US41 and Bonita Beach Road for safety and congestion issues. The meeting will be at the Bonita Springs Recreation Center starting at 5:00 p.m., or people can register online to watch. FDOT will present a safety event at Hertz Arena from 9:00 a.m. to noon. Details for both meetings will be on the town's website.

Mayor Allers requested authorization to direct staff to draft a letter to the governor requesting that he not veto the two appropriation requests. Town Attorney Stuparich agreed to draft the letter. Vice Mayor Atterholt suggested that the mayor contact the governor. Mayor Allers agreed to do so.
No items from other members.

XVIII. ADJOURNMENT

Council Member King moved to adjourn; seconded by Council Member Woodson.
The motion carried unanimously.
The meeting was adjourned at 1:22 p.m.

1. **Request:**

Meeting Date: April 1, 2024

Extend Farmers Market at Moss Marina until the end of May 2024.

Why the action is necessary:

Ord. 20-17

What the action accomplishes:

Allows for the continuation of the Farmer's Market through the end of May 2024.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Ord. 20-17

4. **Submitter of Information:**

Frankie Kropacek, Operations &
Compliance Director

5. **Background:**

Linda Miller is requesting an extension of her permit for Moss Marine's Farmer's Market through the end of May 2024 to coincide with the Time Square Farmers Market.

Attachments:

1. 235250_Moss Marina Market Completed App

Financial Impact:

6. **Alternative Action**

Denial

7. **Management Recommendations:**

8. **Recommended Approval:**

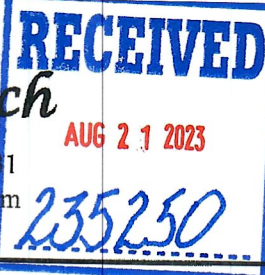
Patty Prevost, Code Supervisor/STR Coordinator
Frankie Kropacek, Operations & Compliance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/20/2024
Approved - 3/25/2024
Approved - 3/27/2024
Approved - 3/27/2024
Final Approval - 3/27/2024



Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33911
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com



Name of event

MOSS Marina Market

Attach separate sheet of paper with detailed description of event

9AM-1PM Wed NOV. 1, 8, 15, 22, 29 DEC. 6, 13, 20, 27 JAN. 3, 10, 17, 24, 31
Date(s) and times of event FEB. 7, 14, 21, 28 MAR. 6, 13, 20, 27 APR. 3, 10, 17, 24 26

Address of event

450 HARBOR CT. Ft. Myers Beach

Expected # of participants/attendees

200

Sponsoring Organization

Shop Local Productions

Organization address

19552 The Place Blvd Estero 33928

Contact Person/Phone#

Linda Miller 239-289-3786

E-mail

ShopLocalPro@gmail.com

Amplified Music Y ☐ N ☒ 500 Ft Notifications _____ Copy of Letter _____

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

How many Spaces? 40 How many hours 4

Extension of Premises? Y ☐ N ☒ ABT Form _____ How many days? 26 (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

Linda Miller

Printed Name

Linda Miller 8/18/23

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.

November 2023-April 2024 Vendor Inquiries can be directed to the vendor tab at 41markets.com

Objectives:

operation hours 9am - 1pm
 setup 7am - 9am
 close 1pm - 2pm

- To offer fresh produce, arts, crafts, boutique foods and fresh fish off the boats, not currently available on the island of FMB.
- To attract residents and visitors to FMB through weekly advertising, while boosting the Bayside businesses and traffic.
- To support 30-40 small businessowners whose passion is to be self-sufficient and creative in their work
- To help vendors recover income lost in the last 4 years due to Red Tide, Covid Shut Down and Hurricane Ian.

History:

- Since 2015, Shop Local Productions has operated the farmers markets on Fort Myers Beach which all have been voted voluntarily "Neighborhood Favorites" by locals on Nextdoor.com
- Many businesses have noticed marked improvements in sales on the days that the markets are open.
- Several businesses participated in the markets as vendors for many years to boost their sales and advertising.
- Several residents participate in the market every year, one of which became a retail tenant at Santini Plaza.
- Several tenants from Santini Plaza intend to participate in all the FMB markets scheduled this year.
- FMB markets attract 30K Google Views per month per location pulling more tourist dollars to FMB as a whole.

Other Factoids from: <https://www.uschamber.com/small-business/shopping-small-benefits-more-than-just-local-businesses>

For every dollar spent at a small business, American Express estimates an average of \$0.67 stays in that business's local community. This has the potential to boost sales during the 2021 holiday season, with many small businesses still working to make up the revenue they've lost throughout the pandemic.

"The success of local businesses encourages more entrepreneurs to open shops, offer great jobs, and contribute in real, meaningful ways to the local area," Kidd at Hideaway Café said. "It may be hard to see sometimes, but your local dollar comes back to you in a variety of ways every day from sidewalk improvements and more regular trash pickups, to adding jobs for more firefighters and hiring more EMTs."

Data from the MetLife and U.S. Chamber of Commerce Q4 Small Business Index, to be released in December, indicates that a large majority of small business owners (70%) say the holiday season is important to their overall yearly profit, with nearly four in ten (37%) saying it's very important.

"Each dollar spent with intention at a small business makes a huge difference to the community, and for us personally," said Kidd. "We're able to take care of our family, stay current on our financial obligations to the small businesses we do business with, support our employee's careers, and work to improve our local community in meaningful ways through profit sharing and in-kind donations."

Last Word: Small Businesses reduce unemployment and therefore reduce the burden on taxpayers. Small businesses produce hardworking role models for future generations. It increases the sense of community: shopping from person-to-person, face-to-face, rather than the cold, impersonal internet or Big Box self-checkout shopping where there is not a single human interaction. If you haven't been to an FMB Market, we encourage you to do so to feel the impact of human interaction, compassion, community and commerce all brought together in the great outdoors. It's something special that shouldn't be missed.

Applicant to Complete:

Company managing trash removal: Vendors remove trash

No. of dumpsters: 0 Type of dumpsters: NA

Who is responsible for clean-up and payment: NA

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

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: See attached

Approval: _____ Date: _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: see attached

Approval: _____ Date: _____



Date: 09/07/2023

Permit #: 235250

Permit Date: 08/21/2023

Review Date: 08/21/2023

Permit Type:

Review Type: SEP-Public Works Review

Target Date: 08/22/2023

Scheduled Time: 00:00

Completed Date:

Description:

Review Status: APPROVED

Assigned To: Martin Pitts

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Property Information

Parcel#: 244623W3000260020

FREELAND FL HOLDINGS LLC

450 HARBOR CT

Zoning: CMLot: 0020Block: 00026

FREELAND FL HOLDINGS LLC
5333 HICKORY HOLLOW PKWY
ANTIOCH, TN 37013



Date: 08/25/2023

Permit #: 235250

Permit Date: 08/21/2023

Review Date: 08/21/2023

Permit Type:

Review Type: SEP-Environmental

Target Date: 08/22/2023

Scheduled Time: 00:00

Completed Date: 08/25/2023

Description:

Review Status: REVIEWED W/CONDITIONS

Assigned To: Chadd Chustz

Time In: 00:00

Time Out: 00:00

Hours: 0.0

Notes

SEA TURTLE NESTING SEASON MAY 1 through OCTOBER 31

EVENT LIGHTING VISIBLE FROM THE BEACH IS NOT AUTHORIZED

Lighting associated with a special event that may directly, indirectly, or cumulatively be visible from any portion of the beach IS NOT AUTHORIZED before sunrise nor after sunset.

No sky lanterns, floating lanterns, confetti bombs permitted. Any and all flower petals, rice, and any other litter shall be collected from the beach and disposed of properly in a garbage bin.

08/25/2023

Special event permit holders are responsible for ensuring that the area where the event is held is free of all litter and debris within 24 hours of the time the special event ends. In the event this section is not complied with, the town manager has the authority to contract with a cleaning service and the cost of the cleanup will be the responsibility of the permit holder (Sec. 22-12).

No person shall make, continue or cause to be made or continued any noise disturbance in accordance with Land Development Code Sec. 14-23. Noises resulting from a special event authorized pursuant to chapter 22 of the Land Development Code are excepted; provided, such noises are in compliance with any specific limitations as set forth within the special event permit. If no specific limitations are set forth in the special event permit, the provisions of Land Development Code Sec. 14-23 shall fully apply.

Property Information

Parcel#: 244623W3000260020

FREELAND FL HOLDINGS LLC

450 HARBOR CT

Zoning: CMLot: 0020Block: 00026

FREELAND FL HOLDINGS LLC

5333 HICKORY HOLLOW PKWY

ANTIOCH, TN 37013

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 *Norton beach*

Turtle Time remarks: _____

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

FORT MYERS BEACH FIRE DEPT

100 Voorhis Street • Fort Myers Beach, Florida 33931

Tel (239) 590-4210

Fire Guards: (how many?)

See attached

Fee:

Flammable Vegetation:

First Aid Equipment:

Fire Extinguishing Equipment:

Special Arrangements:

Print Name

Approval Signature

Date

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

LEE COUNTY SHERIFF'S DEPT

Tel (239)477-1830 Fax (239)432-0268
15650 Pine Ridge Road, Fort Myers, FL 33908

Parking: Participants will use paid & public parking to attend. The right-of-way must not be impeded at any time.

Deputies (how many?) None required for this event.

Traffic Control: Should it be found that the vehicle traffic is starting to back up as a result of this event, an extra duty detail deputy may need to be hired at vendors expense.

Fees: Unless an extra duty detail ends up being needed, no fees will be incurred.

Special Arrangements: Vendor will be responsible for setting boundaries in the parking lot to designate all pedestrian areas to be free of vehicle traffic. Access for emergency responders must remain unblocked.

Paul Cummins

Print Name



Approval Signature

8 21 23

Date

January 30, 2023

FORT MYERS BEACH FIRE DEPT

100 Voorhis Street · Fort Myers Beach, Florida 33931

Tel (239) 590-4210

Fire Guards: (how many?) N/A

Fee: Invoiced

Flammable Vegetation: Not Permitted

First Aid Equipment: N/A

Fire Extinguishing Equipment: Fire Extinguishers are required on site.

Special Arrangements: None. Maintain fire lanes, and access as needed.

Jennifer Campbell

Print Name

Jennifer Campbell
Approval Signature

9/6/23

Date

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

LEE COUNTY SHERIFF'S DEPT Tel (239)477-1830 Fax (239)432-0268
15650 Pine Ridge Road, Fort Myers, FL 33908

Parking: _____

Deputies (how many?) _____

Traffic Control: _____

Fees: _____

Special Arrangements: _____

Print Name

Approval Signature

Date



Fort Myers Beach Fire Control District

Life Safety Branch

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

Special Events Application and Guidebook

Event Type:

☒ Small Outdoor/Indoor Event	☐ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: 8/14/23		Date of Event: Wednesdays Nov. 4, 2023 - APR. 27, 2024
Location: MOSS MARINA 450 Harbor Court Ft Myers Beach		
Event Start Date/Time: 11/4/23 / 9AM		Event End Date/Time: APR 27, 2024 / 1PM
Setup Date: see above	Setup Time: see above	Inspection Time: 9AM
Event Sponsor: Shop Local Productions		
Sponsor Contact: Linda Miller	Sponsor Phone #: (239) 289-3786	Sponsor Email: ShopLocalPro@gmail.com
Anticipated Number of Attendees: 200	Anticipated Number of Event Workers: 1-2	
Will there be carnival or mechanical rides: NO	Number of Stages: NONE	
Total Number of Vendors: 30-40	Total Number of Hot Food Vendors: ESTIMATED 1-2 (unknown til applicants apply)	
Number of Tents larger than 20 x 20: NONE	Number of 10 x 10 Tents: 30-40	

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 see F.S. 633.202.17 Vendors unknown til they apply and are vetted.

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 sponsor will pay the \$123 inspection fee therefore vendors need not be listed.

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).

Linda Miller	Linda Miller
Submitting Party Name (Print)	Submitting Party Name (Sign)
Date: 8/14/23	

Moss Marina
450 Harbor Ct.
Fort Myers Beach FL 33931

To: Patty Prevost, Permitting City of Fort Myers Beach

Dear Patty,

Please consider this consent letter for the Moss Marina Market, sponsored and managed by Shop Local Productions, to use the parking lot and bathrooms from November 2023-April 2024 Wednesday with operating hours of 9am-1pm.

Best regards,

GB Miller, Controller

Gloria Miller

BAY

yellow = tents

RUDE SHRIMP Co.

1	2	3	4	5	6	7	8	9	10	11

--	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--

MOSS MARINA OFFICES



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2023

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

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

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):
INSURED Watergemz, LLC DBA Shop Local Productions 19552 The Place Blvd Estero, FL 33928	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 10200

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

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 ☐ PROJECT ☐ LOC OTHER:	Y		P100.409.208.4	07/15/2023	07/15/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDERTown of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33931**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/16/2023

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 Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL: contact@hiscox.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
INSURED Watergemz, LLC DBA Shop Local Productions 19552 The Place Blvd Estero, FL 33928		

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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:	Y		P100.409.208.4	07/15/2023	07/15/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDERFreeland FL Holdings, LLC
5333 Hickory Hollow Pkwy
P.O. Box 656
Anitoch, TN 37013**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

1. **Request:**

Meeting Date: April 1, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO WAIVE COMPETITIVE BID REQUIREMENTS IN THE TOWN CODE OF ORDINANCES AND APPROVE A PROPOSAL FROM TURTLE TIME INC. AS A SOLE SOURCE PROVIDER FOR TURTLE MONITORING SERVICES IN THE AMOUNT OF \$40,000.00; AUTHORIZING THE TOWN MANAGER TO SIGN ANY NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

State and Federal permitting require the Marine Turtle Permit Holder to monitor and relocate sea turtle nests as necessary to mitigate take of threatened and endangered marine turtle species.

Turtle Time is the only Marine Turtle Permit Holder for the Estero Island Shore Protection Project area.

What the action accomplishes:

Daily morning surveys of the project area and the concomitant reference areas (to be approved by FWC) will commence on April 15, 2024, and end October 31, 2024, or two weeks after all nests have hatched - relocated nests and in situ nests. All reports, including weekly escarpment surveys, stranding documentation, nesting obstruction, disorientation reports and all end-of-season nesting and hatching productivity reports will be submitted in electronic format to FWC Bureau of Imperiled Species Management, FWC Research Institute, FDEP, Coastal Engineering and the Town of Fort Myers Beach by November 30, 2024.

The monitoring and relocation of sea turtle nests by the marine turtle permit holder keeps the project in compliance with State and Federal Permit Conditions.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Chadd Chustz, Environmental Services

5. **Background:**

The Estero Island Shore Protection and Hurricane Ian Recovery Project will construct an engineer designed beach during sea turtle nesting season. State and Federal permitting requires the Marine Turtle Permit Holder to monitor and relocate sea turtle nests as necessary to mitigate take of threatened and endangered marine turtle species.

Attachments:

1. Resolution 24-71 Turtle Time Inc. _cdc ns
2. Proposal_Marine Turtle Monitoring_Estero Island Nourishment Project_2024_Permit No. 0413684-001-JC
3. Florida Administrative Code 68E-1
4. Sole Source Form - Marine Turtle Monitoring_Estero Island Nourishment Project_2024_Permit No. 0413684-001-JC

Financial Impact:

Turtle Time, Inc. proposes a cost of \$40,000 to accomplish the Permit-Required Marine Turtle Monitoring for Estero Island Nourishment Project, FDEP Permit No. 0413684-001-JC.

The Town would be responsible for approximately 15.1% or \$6,040 of that cost. The remaining

84.9% will be paid for by funds provided by the Lee County Tourism Development Council as stipulated in the Estero Island Shore Protection Project Interlocal Agreement and the Florida Department of Environmental Protection Grant Agreement Number 23LE1.

6. **Alternative Action**

Do not authorize the Town Manager to sole source Turtle Time Inc. services for monitoring and relocation of marine turtle nests to comply with permitting requirements of the Estero Island Shore Protection and Hurricane Ian Recovery Project.

7. **Management Recommendations:**

Authorize the Town Manager to sole source Turtle Time Inc. services for monitoring and relocation of marine turtle nests to comply with permitting requirements of the Estero Island Shore Protection and Hurricane Ian Recovery Project.

8. **Recommended Approval:**

Chadd Chustz, Environmental Services
Frankie Kropacek, Operations & Compliance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/25/2024
Approved - 3/25/2024
Approved - 3/27/2024
Approved - 3/27/2024
Final Approval - 3/27/2024

RESOLUTION NUMBER 24-71

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO WAIVE COMPETITIVE BID REQUIREMENTS IN THE TOWN CODE OF ORDINANCES AND APPROVE A PROPOSAL FROM TURTLE TIME INC. AS A SOLE SOURCE PROVIDER FOR TURTLE MONITORING SERVICES IN THE AMOUNT OF \$40,000.00; AUTHORIZING THE TOWN MANAGER TO SIGN ANY NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town of Fort Myers Beach recognizes the beach as a vital economic and environmental asset for the Town residents and businesses; and

WHEREAS, although the cost of the Marine Turtle Monitoring services is \$40,000, the Town's expenditure will only be 15.1% (\$6,040), and the remaining 84.9% will be paid for by funds provided by the Lee County Tourism Development Council as stipulated in the Estero Island Shore Protection Project Interlocal Agreement and the Florida Department of Environmental Protection Grant Agreement Number 23LE1; and

WHEREAS, the Florida Department of Environmental Protection Joint Coastal Permit No. 0413684-001-JC Special Condition 4. c. requires the Town of Fort Myers Beach to submit a list of qualified individuals with Florida Fish and Wildlife Conservation Commission Marine Turtle Permit Holder numbers to the Florida Fish and Wildlife Conservation Commission for review; and

WHEREAS, the Florida Department of Environmental Protection Joint Coastal Permit No. 0413684-001-JC Special Condition 16. b. requires daily early morning marine turtle nest surveys shall start two weeks prior to marine turtle nesting season (April 15) or 65 days prior to beach placemen whichever is later. Daily nesting surveys shall continue through November 30, or until two weeks after the last crawl in the project area, whichever is earlier; and

WHEREAS, the Florida Department of Environmental Protection Joint Coastal Permit No. 0413684-001-JC Special Condition 16. c. requires shall ensure that marine turtle nesting surveys are conducted asrequired in this authorization, and only conducted by personnel with a valid FWC Marine Turtle Permit, that covers all project activities as required by Chapter 68E-1, F.A.C., and

WHEREAS, the Florida Administrative Code Chapter 68E-1.004 (8) stipulates when marine turtle protection or monitoring is required as a condition of any regulatory permit, a Marine Turtle Permit to conduct such monitoring shall only be issued to an independent third party who can obtain appropriate authorization as required by this chapter. Counties or municipalities with an established marine turtle conservation program, including a permit holder, may conduct monitoring for all local government-sponsored activities such as beach nourishment provided the permit holder meets all requirements of this chapter and the primary responsibility of the permit holder and their program is conservation of marine turtles and not the implementation of other programs such as beach management; and

WHEREAS, the Town Council has determined it is in the best interest of the Town to approve the requested Turtle Time, Inc. proposal to perform the Florida Department of Environmental Protection Joint Coastal Permit No. 0413684-001-JC required Marine Turtle Monitoring for the Estero Island Nourishment Project.

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 waives the competitive bid requirements, approves the proposal from Turtle Time Inc. as a sole source provider for turtle monitoring services, and authorizes the Town Manager to sign any necessary documents. A copy of the Proposal is attached hereto as Attachment “A”.

Section 3. This Resolution shall be effective upon adoption by the Town Council.

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	_____
Scott Safford, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this 1st day of April 2024 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 _____,
2024.



**MARINE TURTLE MONITORING
ESTERO ISLAND NOURISHMENT PROJECT
FDEP PERMIT NO. 0413684-001-JC**

Submitted by:
Eve M. Haverfield
Turtle Time, Inc.
MTP-23-003A; MTP-23-138A (Exp. 1/31/2024)

Ecological Services:

Permit-Required Marine Turtle Monitoring for Estero Island Nourishment Project, FDEP Permit No. 0413684-001-JC.

Daily morning surveys of the project area and the concomitant reference areas (to be approved by FWC) will commence on April 15, 2024, and end October 31, 2024, or two weeks after all nests have hatched - relocated nests and *in situ* nests. All reports, including weekly escarpment surveys, stranding documentation, nesting obstruction, disorientation reports and all end-of-season nesting and hatching productivity reports will be submitted in electronic format to FWC Bureau of Imperiled Species Management, FWC Research Institute, FDEP, Coastal Engineering and the Town of Fort Myers Beach by November 30, 2024.

Annual post-construction monitoring will be required for two, or possibly three years (to be determined by FWC).

Pay Request for 2024:

\$40,000 - November 30, 2024

Thank you.
Eve Haverfield
Director

P.O. Box 2621 · Fort Myers Beach, FL 33932 · 239-481-5566
www.turtletime.org

CHAPTER 68E-1 MARINE TURTLE PERMITS

68E-1.001	Introduction and Scope (Repealed)
68E-1.002	Introduction, Scope and Definitions
68E-1.004	General Permit Application Procedures, Requirements and Expiration
68E-1.0041	Authorizations for Marine Turtle Research, Conservation, and Educational Activities
68E-1.005	Suspension, Revocation and Penalties
68E-1.006	Additional Special Requirements for Marine Stony Corals, Fire Corals, Sea Fans, and Marine Turtles (Repealed)
68E-1.0061	Additional Special Requirements for Any and All Marine Turtle (Repealed)

68E-1.001 Introduction and Scope

Rulemaking Authority 370.02, 370.021, 370.10(2) FS. Law Implemented 370.021, 370.10(2) FS. History—New 2-11-81, Formerly 16B-40.01, 16B-40.001, 16R-1.001, 62R-1.001, Repealed 7-1-04.

68E-1.002 Introduction, Scope and Definitions.

(1) Florida Statutes restrict the take, possession, disturbance, mutilation, destruction, selling, transference, molestation, and harassment of marine turtles, nests, or eggs. Protection is also afforded to marine turtle habitat. A specific authorization from Commission staff is required to conduct scientific, conservation, or educational activities that directly involve marine turtles in or collected from Florida, their nests, hatchlings or parts thereof, regardless of the applicant's possession of any federal permit. The authorization may be in the form of a conservation permit, a loan agreement, or a consent permit, as described in Rule 68E-1.0041, F.A.C.

(2) Whenever the Commission determines that a request to conduct research, conservation, or educational activities with marine turtles, their nests, or hatchlings is in the public interest and will advance marine turtle recovery or protect marine turtles, their nests, or habitat, it shall issue authorizations, upon such terms, conditions, or restrictions as are necessary to ensure that the intentions of Sections 379.2431(1)(c) and (d), F.S., are not violated.

(3) Under agreement with the federal government, the issuance of a permit or other authorization by the Commission may satisfy U.S. Fish and Wildlife Service permit requirements for research, conservation, or educational activities involving Florida marine turtles. An additional permit from the National Oceanographic and Atmospheric Administration might be required for in-water work.

(4) Permits may not be issued for head starting, the practice of collecting marine turtle eggs or hatchlings solely for the purpose of raising them until they attain a larger size and then releasing them.

(5) For the purposes of this rule, the following definitions apply:

(a) "Applicant" means the individual, firm or corporation who applies for a Marine Turtle Permit from the Commission.

(b) "Authorized personnel" means all individuals listed under a permit holder, named on their permit, and who are authorized to conduct marine turtle conservation activities at the direction of the permit holder or the lead qualified individual.

(c) "Conservation purpose" means an act carried out solely for the purpose of maintaining life or habitat of any marine turtle, their nests, hatchlings, or promoting the recovery of marine turtle populations.

(d) "Educational facility" means public or non-public colleges or universities, or nature centers, museums, zoos, aquaria, or similar institutions. Educational facilities must be regularly opened to the public for the primary purpose of providing an educational experience.

(e) "Educational purpose" means to hold marine turtles to exhibit, inform and instruct the public in their biology, habitat, or conservation needs.

(f) "Handbook" means the FWC Marine Turtle Conservation Handbook.

(g) "Hatchery" means an area of beach where authorized individuals have placed marine turtle nests in aggregated clusters in one location, with or without restraining or protective walls.

(h) "Hatchling" means any species of marine turtle, within or outside of a nest, that has recently hatched from an egg.

(i) "Marine turtle" means any marine-dwelling reptile of the families Cheloniidae or Dermochelyidae found in Florida waters or using the beach as nesting habitat, including the species: *Caretta caretta* (loggerhead turtle), *Chelonia mydas* (green turtle),

Dermochelys coriacea (leatherback turtle), *Eretmochelys imbricata* (hawksbill turtle), and *Lepidochelys kempii* (Kemp's ridley turtle) or hybrids of these species. For purposes of this rule, marine turtle is synonymous with sea turtle.

(j) "Monitoring" means either gathering information using a predetermined sampling plan to collect baseline information on marine turtle distributions, nesting, and productivity or assessing impacts from a state-authorized activity as required by a state or federal regulatory permit.

(k) "Nest" means an area where marine turtle eggs have been naturally deposited or subsequently relocated.

(l) "Nest relocation" means the practice of collecting eggs or excavating a nest following deposition and reburying all intact eggs.

(m) "Permit Holder" means the individual, firm or corporation authorized to conduct marine turtle conservation activities under the provisions of this chapter.

(n) "Prudent peer review standards" means criteria or processes arising from scientific methods established or generally accepted by the scientific community to evaluate deductive models, experiments, research proposals, and results that are directed toward the validation of hypotheses or advancement of scientific knowledge.

(o) "Qualified individual" means the individual who has been approved by FWC as having the appropriate experience and knowledge as specified in this chapter for the authorized activity.

(p) "Regulatory permit or authorization" means a permit, water quality certificate, or authorization issued pursuant to Chapter 161 or 373, F.S.

(q) "Scientific purpose" means for the purposes of conducting research or analysis using prudent experimental protocols to gain scientific knowledge and to advance conservation, population management, or biological understanding of marine turtles.

(r) "Scientific research" means an activity that involves the application of rigorous, systematic, and objective procedures of observation, measurement, and experiment to obtain reliable and pertinent data.

(s) "Special Activity License" or "SAL" means a license issued pursuant to Chapter 68B-8, F.A.C.

Rulemaking Authority 379.2431(1), 379.244(2) FS. Law Implemented 379.2431(1), 379.244(2) FS. History--New 12-9-07, Amended 11-23-16.

68E-1.004 General Permit Application Procedures, Requirements and Expiration.

(1) Applications: Any individual, firm or corporation desiring to obtain authorization to conduct scientific, conservation, or educational activities directly involving marine turtles shall submit an application to the Commission prior to conduct of the activity. Applications shall be submitted electronically through the permitting portal on <http://myfwc.com> or submitted on the application form to the Florida Fish and Wildlife Conservation Commission, Tequesta Field Laboratory, 19100 S.E. Federal Highway, Tequesta, FL 33469, unless otherwise directed. Application for Marine Turtle Permit (FWC Form 32-101, effective 4/16) is hereby incorporated by reference and available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07543>. Application forms shall be made available by the Commission to any individuals requesting them from the above-listed submittal address, MTP@MyFWC.com, or by telephone.

(2) Permit Criteria: An individual, firm or corporation must be a properly accredited person in accordance with Section 379.2431(1)(c), F.S., must have specific experience with marine turtles and the proposed activity, and must meet the applicable criteria in this rule to be eligible to receive authorization from the Commission to undertake activities for research, conservation, or educational purposes that involve any of the prohibited actions listed in Section 379.2431(1)(d)1., F.S. The Commission shall not issue permits to applicants unable to demonstrate a working knowledge of current marine turtle conservation practices, to applicants lacking specific experience in conducting the requested activities, to applicants who do not meet the applicable criteria in this chapter, or if there is no demonstrated need for the project.

(a) Research Purposes: To be eligible to receive a permit to conduct research with marine turtles, the applicant must be an individual who meets the applicable criteria in this rule.

(b) Educational or Conservation Purposes: To be eligible to receive a permit for educational or conservation purposes such as conducting nesting beach surveys, stranding, tagging, or holding marine turtles in captivity, an individual, firm or corporation must identify:

1. **Principal Officer:** A principal officer who shall be listed on the permit and who is duly authorized to make legally binding decisions for the applicant. An individual applicant can identify themselves as the principal officer. The principal officer shall be independently responsible for ensuring that all activities are conducted in accordance with all terms and conditions of the permit, this chapter, and the Handbook and that all reports are submitted by the deadlines identified in the permit or the Handbook.

2. Qualified Individual: One or two qualified individuals who meet the requirements in this chapter and the Handbook for the requested activity. If more than one qualified individual is identified, the permit shall specify a lead qualified individual who shall serve as the primary contact for all authorized activities. The lead qualified individual, in addition and independently of the principal officer, shall be responsible for ensuring that all activities are conducted in accordance with all terms and conditions of the permit, this chapter, and the Handbook and that all reports are submitted by the deadlines identified in the permit or the Handbook. An individual applicant can identify themselves as the qualified individual. For a firm or corporation, the qualified individual(s) must either be in the applicant's employment or be affiliated with the applicant as a volunteer and be identified in the application by name. The lead qualified individual shall make all decisions concerning direct interactions with marine turtles including nesting beach surveys, marking and relocating nests, educational displays and activities, and basic husbandry and care for holding marine turtles in captivity in conjunction with the veterinarian listed on the permit. In the event a qualified individual leaves employment or discontinues their affiliation with the corporation or firm, the permit holder shall notify the Commission within forty-eight hours, and within 30 days secure the services of another qualified individual who meets all requirements in this rule and the Handbook.

(c) Loan Agreements: Any individual, firm or corporation who meets the criteria herein shall be eligible to receive authorization from the Commission in the form of a loan agreement to possess dead marine turtles or marine turtle parts for educational purposes pursuant to subsection 68E-1.0041(2), F.A.C.

(3) Processing: Applications submitted in accordance with subsection (1), shall be reviewed and processed as follows:

(a) Upon receipt of a request to conduct activities with marine turtles, Commission staff shall examine the application and, within 30 days of receipt, notify the applicant of any apparent errors or omissions and request any additional information required in accordance with Section 379.2431(1), F.S., this chapter and the Handbook. If the applicant does not respond to the Commission's request for additional information after 60 days, the request shall be denied without prejudice.

(b) Requests to conduct multiple activities including conservation, research, and holding marine turtles in captivity may be submitted within one application or amendment but each request shall be processed and approved or denied as a separate individual request in accordance with this chapter and statutory timeclocks. As each request is approved, FWC shall either administratively amend the existing permit to include that activity and any specific conditions or restrictions or issue a new permit that includes the requested activity and any specific conditions or restrictions.

(c) The applicant may also request to withdraw certain activities without prejudice.

(d) The Commission shall approve or deny requests within 90 days of receipt of a complete application. The Commission shall not approve an application that does not contain sufficient information to determine that all requirements of Section 379.2431(1), F.S., this chapter, and the requirements in the Handbook have been met.

(4) Nesting Beach Surveys: Applicants requesting a Marine Turtle Permit for the first time to conduct nesting surveys as a permit holder shall meet the following additional criteria or employ or identify at least one qualified individual who is affiliated with the applicant and who meets these criteria. Applicants shall submit documented information detailing how each qualified individual meets the following requirements including dates and specific location(s) where experience was acquired.

(a) Experience: The qualified individual shall have specific experience conducting nesting surveys, including a minimum of two (2) nesting seasons, or two hundred (200) hours, of marine turtle nesting survey experience and shall submit the information required under paragraph (b). State and federal employees who are requesting a permit for a marine turtle nesting survey program on state or federal land are not required to meet this criterion, but shall submit the following information for their program to document their experience.

(b) To document the qualified individual's experience, the applicant shall submit the following information:

1. The specific duties and responsibilities related to marine turtle conservation that have been carried out.
2. The frequency with which nesting surveys were conducted.
3. The area that was surveyed.
4. Whether surveys were conducted independently or with other authorized personnel.
5. Approximate number of crawls observed during a two (2) year period.
6. List of all of training that was received or presented and name of trainer.
7. Years of program oversight and number of others supervised.

(c) Knowledge: The qualified individual shall satisfactorily complete a set of standardized comprehensive qualifying examination questions pertaining to general marine turtle biology, nests, species characteristics, and the Commission Marine Turtle Conservation Handbook. The qualified individual shall correctly answer 90% of the questions to be eligible to receive a permit.

Qualified individuals who do not correctly answer 90% of the questions may retake the test after obtaining no less than one month additional field experience. State and federal employees who are requesting a permit for a marine turtle nesting survey program on state or federal lands are not required to meet this criterion.

(d) **Education:** The Commission shall also consider formal and continuing education course work and work experience in the permitting decision.

(e) **References:** The applicant shall provide two (2) references to verify the qualified individual's experience; each reference must have specific marine turtle nesting survey experience. These references must be knowledgeable regarding the qualified individual's responsibilities, performance, and experience in marine turtle nesting surveys. For experience based on work performed in Florida under a Commission-issued permit, at least one of the references must be a Marine Turtle Permit holder. For experience based on work performed outside of Florida, at least one of the references must be a program administrator or project leader. Personnel supervised by the applicant or qualified individual should not be used as a reference. Complete addresses, telephone numbers, and e-mail addresses should be provided for each reference. State and federal employees who are requesting a permit for a marine turtle nesting survey program on state or federal lands are not required to meet this criterion.

(f) **Training:** Qualified individuals are expected to complete a Commission nesting workshop annually. Principal officers are expected to complete these workshops the first year they are affiliated with a permit. Authorized personnel listed on the permit are expected to complete these workshops at least once every two years.

(g) **Reporting:** Standard reporting forms for nesting surveys and relocation of nests will be furnished by the Commission, and must be completed and submitted to the Commission annually to maintain the state permit. FWC Annual Index Nesting Beach Survey Form (FWC Form A-1, effective 6/16) and FWC Annual Report for the Statewide Nesting Beach Survey (FWC Form SNBS-1, effective 6/16) are hereby incorporated by reference and are available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07544> and <https://www.flrules.org/Gateway/reference.asp?No=Ref-07545>.

(5) **Nest Relocation:** To qualify to relocate marine turtle nests, the applicant's qualified individual shall have a minimum of twenty-five (25) hours of having successfully relocated marine turtle nests obtained within the past five (5) years. Applicants shall submit documented information detailing how the qualified individual meets this requirement including dates and specific location(s) where experience was acquired. Relocations shall be considered successful if the hatch and emergence success meets or exceeds the hatch and emergence success averaged by species statewide. As part of the application, the applicant shall provide complete up-to-date documentation of the qualified individual's relocation experience including paragraphs (a) and (b), below. State and federal employees who are requesting a permit to relocate marine turtle nests on state or federal land are not required to meet this criterion.

(a) **Experience:** Field data sheets documenting relocation experience signed or verified by the Marine Turtle Permit holder (in Florida) or other biologist with marine turtle nesting survey experience (outside Florida) that oversaw the relocations.

(b) To document the qualified individual's experience, the applicant shall submit the following information:

1. List of all relocated nests with reason for relocation.
2. List of beach sites that received relocated nests and explanation of how they were chosen.
3. Hatching success data for all relocated nests.
4. Other information that documents experience or training for nest relocation.

(c) **Knowledge:** The qualified individual must satisfactorily complete a set of standardized comprehensive qualifying examination questions pertaining to marine turtle nest relocation techniques by correctly answering 90% of the questions. Qualified individuals who do not correctly answer 90% of the questions may retake the test after obtaining no less than one month additional field experience.

(6) **Duplicate Requests:** Upon receipt of multiple applications to conduct nesting surveys on the same designated beach, Commission staff shall consider the following in permit decisions.

(a) The length of time applicants or the qualified individuals conducted nesting surveys in that area and their familiarity with the specific beach.

(b) Ability of the applicants or the qualified individuals to provide the technical information required by a state or federal regulatory permit.

(c) History of compliance of the applicants and the qualified individuals with all reporting requirements.

(d) History of compliance of the applicants and the qualified individuals with all provisions of this chapter and the Handbook.

(e) Consistency in data collection for the Statewide and Index Nesting Beach Surveys.

(7) Regulatory Permit Monitoring: In the event a local, state or federal regulatory permit requires additional marine turtle nesting surveys and conservation activities on a beach that is already a part of either the Statewide or Index Nesting Beach Surveys, Commission staff shall modify the existing Marine Turtle Permit to include any additional survey or monitoring requirements of the regulatory permit if requested in writing by both the Marine Turtle Permit holder and the regulatory permittee. Otherwise a second authorization to conduct those activities required as conditions of the regulatory permit may be requested pursuant to subsection (1), above.

(a) If a second authorization is issued, only those additional activities not being conducted by the existing permit holder and that are required as conditions of the regulatory permit shall be authorized. All conservation activities such as marking or relocating nests shall be conducted secondary to the Statewide or Index Nesting Beach Surveys and in cooperation with the Marine Turtle Permit Holder authorized to conduct Statewide or Index Nesting Beach Surveys.

(b) Statewide and Index Nesting Beach data shall be submitted to the Commission by the Marine Turtle Permit Holder authorized to conduct Statewide or Index Nesting Beach Surveys.

(8) Conflict of Interest Prohibition: When marine turtle protection or monitoring is required as a condition of any regulatory permit, a Marine Turtle Permit to conduct such monitoring shall only be issued to an independent third party who can obtain appropriate authorization as required by this chapter. Counties or municipalities with an established marine turtle conservation program, including a permit holder, may conduct monitoring for all local government-sponsored activities such as beach nourishment provided the permit holder meets all requirements of this chapter and the primary responsibility of the permit holder and their program is conservation of marine turtles and not the implementation of other programs such as beach management.

(9) Stranding: To qualify to conduct stranding activities, the applicant's qualified individual shall have documented ten (10) stranded turtles, provide evidence of having attended a Commission stranding workshop within one year prior to application and acknowledge in writing that they have read and understand the protocols in the Handbook for conducting Sea Turtle Salvage Stranding Network (STSSN) activities. Qualified individuals and authorized personnel listed on the permit are expected to complete Commission stranding workshops at least once every two years.

(10) In-water Activities: Prior to conducting in-water protection or research work, the permit holder shall provide evidence of a valid Incidental Take Authorization from the National Oceanographic and Atmospheric Administration.

(11) Scientific Research: To qualify to conduct research with marine turtles, parts thereof, or their nests, applicants must be an individual who must submit a research proposal as outlined in Section 6 of the Handbook, which shall be reviewed and processed as follows.

(a) All research requests shall be reviewed by FWC staff to ensure the requirements of Section 379.2431(1), F.S., this chapter, and the Handbook are met. The Commission, using prudent peer review standards, shall consider the following in scientific research permit decisions:

1. The appropriateness of the proposed scientific methodologies,
2. The need for the research,
3. The extent that the project is designed to avoid or minimize negative impacts to marine turtles; and,
4. The potential for the research to add to scientific knowledge about marine turtle biology and to promote the recovery of marine turtle populations.

(b) FWC staff shall process requests to conduct scientific research with marine turtles as follows:

1. Requests to amend an existing research project to include methods that are minimally invasive or have negligible impacts or that propose the addition of a technique other than lethal take that the individual is currently approved to utilize in other FWC-authorized research projects will not require external peer review.

2. New research projects or amendments that include a technique that the individual has not been previously authorized to conduct with a particular marine turtle species or requests that include lethal take shall be submitted for external peer review in accordance with this chapter and the Handbook.

(c) External peer reviewers shall be invited to review proposals based on specific expertise, experience, or publication in the proposed methodology, procedure, species, or issue being investigated. External peer review shall proceed as follows:

1. Complete copies of research proposals that meet the requirements in the Handbook shall be sent to as many as five peer reviewers along with copies of relevant documents such as the primary investigator's curriculum vitae.

2. External peer reviewers shall be asked to comment on research objectives, methodology, study duration, potential for impacts to the experimental animals, investigator's experience in the proposed technique, and the potential for the research to add to

scientific knowledge about marine turtle biology and to promote the recovery of marine turtle populations.

3. External peer reviewers shall be asked to identify any potential conflicts of interest they may have with the proposed research or individual proposing it.

(d) The Commission may seek additional information from the individual applicant based on the peer review and provide recommendations for consideration.

(e) The Commission will impose restrictions on the permit or deny the application when necessary based on the above assessments.

(f) The Commission shall provide the individual applicant a copy of the Commission's draft permit for review and comment prior to permit issuance provided that agency final action can occur within the required statutory time clocks. The Commission will consider requests by the individual to modify proposed conditions or restrictions if the requested changes are consistent with Section 379.2431(1), F.S., and the modification can be completed within the required statutory timeclocks.

(12) Captive Facilities: To qualify to hold or to rehabilitate marine turtles for a conservation purpose or for education, applicants with ownership or control over property that maintains adequate equipment to safely hold and care for marine turtles for the purposes of the permitted activity and that meet the requirements of this chapter and Section 4 of the Handbook must do the following:

(a) Applicants requesting a permit to hold marine turtles for rehabilitation or education for the first time shall identify a principal officer and provide documentation of at least one qualified individual who will be responsible for the care and treatment of marine turtles in accordance with paragraph (2)(b), above. The following documentation of experience shall be submitted to the Commission and be subject to approval upon initial application and upon each instance of an application for amendment to change the qualified individual.

1. The qualified individual responsible for the care and treatment of marine turtles shall have no less than one (1) year with 1,000 hours experience in the direct care, feeding, handling, and husbandry of marine turtles. Applicants shall submit a notarized statement describing each qualified individual's specific experience, the date, and the specific location(s) where acquired.

2. Applicants shall provide two (2) references from individuals having personal knowledge of the qualified individual's experience in the husbandry and care of marine turtles. These references may include members of a professional organization or governmental institution such as universities, public agencies, zoological associations, herpetological societies and veterinarians. At least one reference must have specific experience holding marine turtles in captivity. Personnel supervised by the applicant or the qualified individual may not be used as a reference. Complete addresses, telephone numbers, and email addresses should be provided for each reference.

3. The applicant shall provide documentation that each qualified individual has agreed to provide care for the marine turtles to be housed in association with the application.

4. Each qualified individual shall be listed on the permit and, in conjunction with the veterinarians providing care, shall be responsible for all decisions related to holding, care, display, and public or media interaction with captive marine turtles.

(b) Veterinary care shall be provided by facilities holding or rehabilitating marine turtles. Veterinarians providing marine turtle care shall have expertise with marine turtles as outlined in this chapter and Section 4 in the Handbook. The applicant shall identify at least two veterinarians who will provide the care at the facility and include documentation of each veterinarian's experience with the application. The veterinarians identified in the application shall be listed on the Marine Turtle Permit.

1. The applicant shall provide references from practicing marine turtle rehabilitation veterinarians having personal knowledge of each proposed veterinarian's clinical proficiency in marine turtle rehabilitation, records of prior permits for the keeping of captive marine turtles, employment records, and any other competent documentation of the requisite experience to document proficiency with marine turtle care and treatment.

2. The applicant shall provide documentation that the veterinarians have agreed to provide veterinary care for marine turtles to be housed in association with the application.

3. For facilities located in Florida, the applicant shall provide a copy of a valid State of Florida veterinary license (Chapter 474, F.S.) and U.S. Drug Enforcement Administration (DEA) Controlled Substance Registration Certificate for each proposed veterinarian. For facilities located in other states, the applicant shall provide a copy of a valid veterinary license issued by the state where the facility is located. If one of the veterinarians holds a DEA Certificate for the facility's address and the appropriate controlled drugs are stored in accordance with federal regulations onsite for use by all veterinarians, than only one DEA Certificate is required. If controlled substances are not going to be stored onsite under a DEA Certificate for that site, than all attending

veterinarians must have DEA Certificates.

(c) All facilities making application to hold or to rehabilitate marine turtles are subject to inspection by Commission personnel before issuance of a permit and on a periodic basis for the duration of the permit, if issued.

1. All systems and exhibits proposed to house marine turtles must be in place and fully operational for a minimum of two (2) weeks prior to inspection, including but not limited to: structures, water source, water treatment and filtration systems, lighting, security, food storage, food preparation area(s), medical treatment areas and equipment, and educational signage.

2. The facility shall submit documentation that all water quality parameters identified in the Handbook have been met during that period.

3. The initial inspection must occur no sooner than two (2) weeks after the facility is completely operational.

(d) Rehabilitated marine turtles shall be released as soon as they are fit for survival in the wild. The determination of fitness shall be made by the attending veterinarian in consultation with Commission personnel. All releases shall be coordinated in advance with Commission personnel.

(e) All facilities holding live marine turtles shall complete the reporting forms supplied by the Commission and submit them quarterly. Report forms require information on the status of captive marine turtles, acquisitions, deaths, releases and water quality. Failure to provide timely reports shall be grounds for the Commission to revoke current permits and to deny future applications for authorization. The Marine Turtle Holding Facility Quarterly Report (FWC Form CAP-1, effective 4/16) is hereby incorporated by reference and is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07546>, or by contacting MTP@MyFWC.com.

(f) Marine turtles shall not be held for rehabilitation (whether or not the marine turtles are publicly displayed) in conditions detrimental to the turtle, as determined during a site inspection by Commission staff.

(g) Limited educational displays of marine turtles of a threatened species shall be authorized when consistent with the Handbook.

(h) Endangered marine turtles may be held on display in the event that they have been deemed non-releasable as a result of injuries that would preclude their ability to survive in the natural habitat, are of an unknown or non-Florida origin, or were acquired prior to the enactment of the Federal Endangered Species Act of 1973 (16 U.S.C. §1531 *et. seq.*).

(i) The applicant shall install interpretive signs regarding marine turtle conservation at the educational exhibit of marine turtles. The scientific content of such signs shall be submitted for approval by Commission staff prior to installation to mtp@myfwc.com or to the Tequesta Field Laboratory at the address in subsection (1), above. Commission staff will review the sign within thirty (30) days to determine if the information is accurate and will inform and instruct the public in the biology, habitat, or conservation needs of marine turtles. An approved sign must remain in place while captive or educational turtles are on display at the facility.

(13) Possession of Permit: A marine turtle conservation permit, loan agreement, or consent permit issued by the Commission must be in the possession of the named Marine Turtle Permit holder, qualified individual and authorized personnel at all times during conduct of authorized activities.

(14) Marine Turtle Conservation Handbook: The Commission Marine Turtle Conservation Handbook (effective 6/16) related to nesting surveys, nest relocation, release, and other management or conservation activities is hereby incorporated by reference and is available at the address listed in subsection (1), above, and online at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07547>.

(a) The requirements in the Handbook shall be considered conditions of any permit issued.

(b) The following forms, instructions and protocols are included in the Handbook and are hereby incorporated by reference.

1. Nourishment Monitoring Spreadsheet (FWC Form Nourish-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07548>.

2. FWC Statewide Nesting Beach Survey Instructions (effective 6/16) are available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07549>.

3. FWC Fish and Wildlife Research Institute Statewide Nesting Beach Survey (SNBS) Protocol (effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07550>.

4. FWC Fish and Wildlife Research Institute Index Nesting Beach Survey (INBS) Protocol (effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07551>.

5. Rare Species Documentation Protocol (effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07553>.

6. Tips and Tricks for Using a GPS Unit to Record Locations (effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07554>.

7. Nest Productivity Assessment Spreadsheet (FWC Form NPA-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07555>.
8. Nest Productivity Assessment Protocol (effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07556>.
9. FWC Marine Turtle Disorientation Report (FWC Form Dis-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07557>.
10. Disorientation Form Instructions (effective 6/16) are available at <https://www.flrules.org/gateway/reference.asp?No=Ref-07565>.
11. FWC Marine Turtle Obstructed Nesting Attempt Report Form (FWC Form ONA-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07558>.
12. FWC Obstructed Nesting Attempt Instructions (effective 6/16) are available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07559>.
13. Sea Turtle Stranding and Salvage Network Stranding Report (FWC Form STSSN-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07560>.
14. Fibropapilloma Documentation Form (FWC Form STSSN-2, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07561>.
15. Protocol for Responding to Cold-Stunning Events (effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07562>.
16. Cold Stun Event Turtle Data Form (FWC Form STSSN-3, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07563>.
17. Sea Turtle Stranding and Salvage Network Gross Necropsy Report (FWC Form STSSN-4, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07564>.
18. FWC Cooperative Marine Turtle Tagging Program (CMTTP) Tagging Data Form (FWC Form TAG-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07566>.
19. FWC Marine Turtle Holding Facility Quarterly Report (FWC Form CAP-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07567>.
20. Marine Turtle Transfer Form (FWC Form CAP-2, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07568>.
21. Educational Presentations Using Live Turtles Reporting Form (FWC Form E-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07569>.
22. Checklist for Pre-emergent Hatchling Collection (FWC Form Res-1, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07570>.
23. FWC Marine Turtle Annual Research Reporting Form (FWC Form Res-2, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07571>.
24. FWC Public Turtle Watch Schedule (FWC Form E-2, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07572>.
25. FWC Public Turtle Watch Summary (FWC Form E-3, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07573>.
26. FWC Nighttime Public Hatchling Release Form (FWC Form E-4, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07574>.
27. FWC Public Hatch Success Evaluation Form (FWC Form E-5, effective 6/16) is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07575>.

(c) The failure of the permit holder, principal officer, qualified individual or any authorized personnel listed on the permit to follow the requirements included in the Handbook or this chapter shall be considered as Rule 68-1.010, F.A.C., regarding revocation or suspension of current permits or denial of applications.

(c) The permit holder, principal officer, and lead qualified individual are responsible for transmitting the Handbook to all authorized personnel listed on the permit. Failure to properly distribute the Handbook and to supervise the activities of authorized personnel listed on the permit shall be considered as provided in Rule 68-1.010, F.A.C., regarding revocation or suspension of current permits or denial of applications.

(15) Additional Permits Required: Permits for scientific research issued under this chapter are not valid in state, federal, or local parks, monuments, sanctuaries or preserves without additional permits or concurrence from the appropriate management unit.

(16) Permit Duration: Permits shall be valid for one to two years as follows:

(a) Existing permit holders who have met all reporting deadlines and who are in compliance with all requirements in their permits, this chapter, and the Handbook, if approved, shall be approved for two (2) years.

(b) Applicants who have not previously held a Marine Turtle Permit for the requested conservation, education or research activity, who have not met all reporting deadlines timely, or who have not complied fully with permit conditions, this chapter or the Handbook, if approved, shall only be approved for one (1) year.

(c) All reports and information required in this chapter or the Handbook must be submitted as specified in the permit, this chapter and the Handbook and accepted as complete by agency staff.

(17) Transferability: Permits are non-transferable and shall be issued to a single applicant acting as the permit holder.

(18) Authorized personnel: The Commission shall allow up to twenty-four authorized personnel to conduct the marine turtle conservation work under the supervision and request of the permit holder or lead qualified individual. The permit shall not exceed twenty-six listed names.

(a) The Commission shall allow additional personnel under a consent permit in accordance with subsection 68E-1.0041(3), F.S., when requested by the permit holder provided these individuals are not directly involved in data collection, nesting surveys, or in direct contact with a marine turtle, nest, or hatchlings unless specifically approved by Commission staff. The request must list each additional individual, their address and phone number, specify the activity in which they will participate, and describe the training provided for that activity.

(b) Permits shall include all authorized personnel, each of which must be named on the permit prior to field work. The permit holder and other individuals listed on the permit shall have the permit or a copy thereof upon their person while conducting work with marine turtles, their nests, hatchlings or turtle parts. No non-authorized personnel may participate in permitted activities.

(19) Permit Renewal: Renewal of existing Marine Turtle Permits shall occur as follows:

(a) All renewal requests, forms, and reports required pursuant to this chapter shall be submitted to the Commission through the online permit portal or to the Tequesta office approximately two months prior to the expiration of the existing permit.

(b) Permit renewals shall be based upon satisfactory compliance with this chapter, the conditions of the existing permit, receipt of all reports for authorized activities, compliance with the Handbook for authorized activities, the need for a specific activity, and response to Commission staff upon request for information related to authorized activities.

Rulemaking Authority 379.2431(1), 379.244(2) FS. Law Implemented 379.2431(1), 379.244(2) FS. History—New 2-11-81, Amended 8-6-81, Formerly 16B-40.04, 16B-40.004, 16R-1.004, 62R-1.004, Amended 7-1-04, 12-9-07, 3-24-13, 7-20-14, 11-23-16.

68E-1.0041 Authorizations for Marine Turtle Research, Conservation, and Educational Activities.

(1) Conservation Permits – Activities that require a conservation permit include, but are not limited to, any actions associated with a living or stranded marine turtle, its nest, or hatchlings such as:

(a) Any research or conservation activities, or

(b) Any educational activities, including, but not limited to, educational displays or public awareness walks.

(c) Hatcheries shall not be approved unless authorized in an incidental take authorization from the U.S. Fish and Wildlife Service.

(2) Loan Agreement – Activities involving use of any dead marine turtle or parts thereof shall be authorized by a loan agreement. Authorization For Loan of Marine Turtle Specimens (FWC Form ST-LA effective 12/07) is hereby incorporated by reference and is available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-07576>, or by contacting MTP@MyFWC.com.

(3) Consent Permit – The following activities shall be authorized by a consent permit:

(a) Transfer of marine turtles, or parts thereof, to or from permit holders into or out of the state of Florida;

(b) Limited consumptive use of marine turtle parts for research;

(c) One-time events or minor activities that are not of a sufficient magnitude to require a conservation permit or a modification to an existing conservation permit;

(d) Actions undertaken in response to an emergency officially designated by the appropriate officials of the state of Florida, or

(e) Actions that are a result of short term collaboration with Commission staff, such as directed research or management activities.

Rulemaking Authority 379.2431(1), 379.244(2) FS. Law Implemented 379.2431(1), 379.244(2) FS. History—New 12-9-07, 11-23-16.

68E-1.005 Suspensions and Revocation.

(1) Non-compliance with permits issued under the provisions of this chapter is subject to the following actions:

(a) For all one year permits, failure to fulfill reporting requirements or respond to other information requests shall constitute a minor violation of this rule. Such a violation shall cause the Commission to issue a notice of noncompliance to the permittee, and issuance of subsequent year permits shall not proceed until the permittee fulfills all such requirements.

(b) For all two year permits, failure to fulfill reporting requirements or respond to other information requests shall cause the Commission to issue a notice of noncompliance to the permittee. Failure to come into compliance in a timely manner shall subject the permittee to suspension or revocation.

(c) Permittee shall be subject to permit suspension or revocation by the Commission if it finds that the permit holder or qualified individual has violated this chapter, Chapter 379, F.S., Title 68, F.A.C., state or federal wildlife protection acts or codes, submitted false information in the application, has deviated significantly from the approved activity, or has violated conditions under which the permit was originally issued.

(2) Permits issued under this chapter are subject to the provisions of Rule 68-1.010, F.A.C.

Rulemaking Authority 379.2431(1), 379.244(2) FS. Law Implemented 379.2431(1), 379.244(2) FS. History—New 2-11-81, Formerly 16B-40.05, 16B-40.005, 16R-1.005, 62R-1.005, Amended 12-9-07, 3-24-13, 11-23-16.

68E-1.0061 Additional Special Requirements for Any and All Marine Turtles.

Rulemaking Authority 379.2431(1), 379.244(2), 379.407 FS. Law Implemented 379.2431(1), 379.244(2), 379.407 FS. History—New 2-11-81, Formerly 16B-40.061, 16B-40.0061, 16R-1.0061, 62R-1.0061, Repealed 11-23-16.

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION: SOLE SOURCE ACQUISITION

1. Contracting Organization: The Town of Fort Myers Beach is responsible for this action. The Department of the Town Requesting is Operations & Compliance

2. Description of Action: This procurement request is to justify the request for goods or services for the justification of a sole source vendor.

3. Description of Goods or Services: The purpose of this request is

marine turtle nest monitoring

The vendor, Turtle Time, Inc. will be responsible for monitoring and relocating marine turtle nests in compliance with FDEP 0413684-001-JC permit.

4. Authority: The authority permitting the sole sourcing of services is Town of Fort Myers Beach Ordinance 2007-01, Section 5, subsection C page 6 "Department Director determines in writing, after conducting a good faith review of available sources that there is only one source". "The requisitioning department shall submit to the finance department written justification as to why there is only one source."

5. Applicability Of Authority: Company X Turtle Time, Inc. is the only qualified vendor in the United States that can meet the monitoring needs of the Town's renourishment project and the justification is as follows:
Turtle Time, Inc. is the only Marine Turtle Permit Holder for Estero Island.

6. Efforts to Obtain Competition: Review of _____ companies or products was undertaken and attached to this document.

7. Fair and Reasonable: Comparison of cost for similar products are attached but due to the nature of the good or service we require Company X _____ be awarded due to these reasons provided:

8. Technical Requirements / Personnel Certification: We hereby certify that the technical requirements and certifications are accurate.

9. Department Director Certification: I hereby certify to the best of my knowledge this justification is accurate and complete.

Frankie Kropf
Name

FRANKIE KROPF
Signature

3-27-24
Date

Finance Review: Joe Onyiah 3-27-2024

If over \$20,000 Must go to Town Council for approval

Agenda Date April 1, 2024 Attach Copy for Audit _____



MARINE TURTLE MONITORING
ESTERO ISLAND NOURISHMENT PROJECT
FDEP PERMIT NO. 0413684-001-JC

Submitted by:
Eve M. Haverfield
Turtle Time, Inc.
MTP-23-003A; MTP-23-138A (Exp. 1/31/2024)

Ecological Services:

Permit-Required Marine Turtle Monitoring for Estero Island Nourishment Project, FDEP Permit No. 0413684-001-JC.

Daily morning surveys of the project area and the concomitant reference areas (to be approved by FWC) will commence on April 15, 2024, and end October 31, 2024, or two weeks after all nests have hatched - relocated nests and *in situ* nests. All reports, including weekly escarpment surveys, stranding documentation, nesting obstruction, disorientation reports and all end-of-season nesting and hatching productivity reports will be submitted in electronic format to FWC Bureau of Imperiled Species Management, FWC Research Institute, FDEP, Coastal Engineering and the Town of Fort Myers Beach by November 30, 2024.

Annual post-construction monitoring will be required for two, or possibly three years (to be determined by FWC).

Pay Request for 2024:
\$40,000 - November 30, 2024

Thank you.
Eve Haverfield
Director

P.O. Box 2621 · Fort Myers Beach, FL 33932 · 239-481-5566
www.turtletime.org

Chadd Chustz

From: Trindell, Robbin <robbin.trindell@MyFWC.com>
Sent: Friday, March 1, 2024 9:43 AM
To: Chadd Chustz
Cc: Koperski, Meghan
Subject: RE: Light Pollution Mgmt. Workshop - Idea on an Incentive for Local Governments

The Marine Turtle Permit Rule precludes any such conflict of interest. For example a local government employee who oversees beach management is not able to be listed on a marine turtle permit.

Robbin

Robbin N. Trindell, Ph.D.
Biological Administrator
Imperiled Species Management
Florida Fish and Wildlife Conservation Commission
1875 Orange Avenue East
Tallahassee, FL 32311
Phone: 850-922-4330
Mobile: 561-262-1104

From: Chadd Chustz <Chadd@fmbgov.com>
Sent: Friday, March 1, 2024 9:36 AM
To: Trindell, Robbin <robbin.trindell@MyFWC.com>
Cc: Seckinger, Eric <Eric.Seckinger@MyFWC.com>; LaVere, Ashley <Ashley.LaVere@MyFWC.com>; Koperski, Meghan <Meghan.Koperski@MyFWC.com>
Subject: RE: Light Pollution Mgmt. Workshop - Idea on an Incentive for Local Governments

[EXTERNAL SENDER] Use Caution opening links or attachments

Is it possible for Town Staff to be listed on the permit to get monitoring and relocation experience hours?

Thank You,



Chadd Chustz
Environmental Project Manager
Operations & Enforcement
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL. 33931
Cell: (239) 462-8127

FMBgov.com



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

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

Sea Turtle Nesting Season Info: fmbgov.com/seaturtle

Beach Recovery Info: fmbgov.com/beach

From: Trindell, Robbin <robbin.trindell@MyFWC.com>

Sent: Monday, February 26, 2024 8:04 AM

To: Chadd Chustz <Chadd@fmbgov.com>

Cc: Seckinger, Eric <Eric.Seckinger@MyFWC.com>; LaVere, Ashley <Ashley.LaVere@MyFWC.com>; Koperski, Meghan <Meghan.Koperski@MyFWC.com>

Subject: RE: Light Pollution Mgmt. Workshop - Idea on an Incentive for Local Governments

Chadd, Eve Haverfield holds the marine turtle permit for Fort Meyers Beach and has been authorized to conduct all nesting beach survey and nest protection for sand placement projects on Fort Myers Beach. I suggest you start coordinating with Eve as work on the beach during sea turtle nesting season and the required post-construction monitoring often require the Marine Turtle Permit Holder to have access to additional resources to ensure all marine turtle protection conditions in the DEP permit are met.

Hope that helps, Robbin

Robbin N. Trindell, Ph.D.
Biological Administrator
Imperiled Species Management
Florida Fish and Wildlife Conservation Commission
1875 Orange Avenue East
Tallahassee, FL 32311
Phone: 850-922-4330

From: Chadd Chustz <Chadd@fmbgov.com>

Sent: Friday, February 23, 2024 4:11 PM

To: Trindell, Robbin <robbin.trindell@MyFWC.com>

Cc: Seckinger, Eric <Eric.Seckinger@MyFWC.com>

Subject: Re: Light Pollution Mgmt. Workshop - Idea on an Incentive for Local Governments

[EXTERNAL SENDER] Use Caution opening links or attachments

Good afternoon, we are putting the project out to bid in the coming weeks. I would like to discuss options with turtle monitoring at your earliest convenience. Please give me a call. 239-462-8127. Thank you.

Chadd Chustz
Environmental Project Manager
Town of Fort Myers Beach

From: Trindell, Robbin <robbin.trindell@MyFWC.com>
Sent: Friday, February 23, 2024 3:31:49 PM
To: Chadd Chustz <Chadd@fmbgov.com>
Cc: Seckinger, Eric <Eric.Seckinger@MyFWC.com>
Subject: RE: Light Pollution Mgmt. Workshop - Idea on an Incentive for Local Governments

Chadd, guess I missed this in my inbox – what is the status of the project? Robbin

From: Chadd Chustz <Chadd@fmbgov.com>
Sent: Tuesday, December 5, 2023 10:06 AM
To: Trindell, Robbin <robbin.trindell@MyFWC.com>
Cc: Seckinger, Eric <Eric.Seckinger@MyFWC.com>
Subject: RE: Light Pollution Mgmt. Workshop - Idea on an Incentive for Local Governments

[EXTERNAL SENDER] Use Caution opening links or attachments

Good Morning,

The ITB was issued last week. We hope to award in early January.

What days/times are you available?



Chadd Chustz
Environmental Project Manager
Operations & Enforcement
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL. 33931
Cell: (239) 462-8127

FMBgov.com



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

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Sea Turtle Nesting Season Info: fmbgov.com/seaturtle
Beach Recovery Info: fmbgov.com/beach

From: Trindell, Robbin <robbin.trindell@MyFWC.com>
Sent: Tuesday, December 5, 2023 7:57 AM
To: Chadd Chustz <Chadd@fmbgov.com>
Cc: Seckinger, Eric <Eric.Seckinger@MyFWC.com>
Subject: RE: Light Pollution Mgmt. Workshop - Idea on an Incentive for Local Governments

Chadd, we can schedule a call. What is the schedule/dates for the project?

Robbin N. Trindell, Ph.D.
Biological Administrator
Imperiled Species Management
Florida Fish and Wildlife Conservation Commission

1. **Request:**

Meeting Date: April 1, 2024

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

Why the action is necessary:

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

What the action accomplishes:

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

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Amy Baker, Town Clerk

5. **Background:**

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

Attachments:

1. 24-60, Extending Declaration of Local Emergency Ian 4.1.24-4.8.24
2. 24-61, Extending Declaration of Local Emergency Ian 4.9.24-4.15.24
3. 24-62, Extending Declaration of Local Emergency Ian 4.16.24-4.22.24
4. 24-63, Extending Declaration of Local Emergency Ian 4.23.24-4.29.24
5. 24-64, Extending Declaration of Local Emergency Ian 4.30.24-5.6.24

Financial Impact:

6. **Alternative Action**

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

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Amy Baker, Town Clerk
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/22/2024
Approved - 3/24/2024
Approved - 3/25/2024
Final Approval - 3/25/2024

RESOLUTION 24-60

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

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

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

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

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

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

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

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

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

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 2nd day of April 2024.

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

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

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

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

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

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

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

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

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

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 roll call vote, the result was as follows:

Dan Allers, Mayor
Jim Atterholt, Vice Mayor
John R. King, Council Member
Scott Safford, Council Member
Karen Woodson, Council Member

ADOPTED this 1st day of April 2024 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 April 2024.

RESOLUTION 24-61

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

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

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

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

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

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

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

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

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

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 9th day of April 2024.

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

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

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

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

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

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

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

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

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

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 roll call vote, the result was as follows:

Dan Allers, Mayor
Jim Atterholt, Vice Mayor
John R. King, Council Member
Scott Safford, Council Member
Karen Woodson, Council Member

ADOPTED this 1st day of April 2024 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 April 2024.

RESOLUTION 24-62

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

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

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

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

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

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

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

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

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

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 16th day of April 2024.

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

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

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

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

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

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

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

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

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

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 roll call vote, the result was as follows:

Dan Allers, Mayor
Jim Atterholt, Vice Mayor
John R. King, Council Member
Scott Safford, Council Member
Karen Woodson, Council Member

ADOPTED this 1st day of April 2024 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 April 2024.

RESOLUTION 24-63

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

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

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

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

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

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

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

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

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

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 23rd day of April 2024.

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

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

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

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

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

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

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

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

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

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 roll call vote, the result was as follows:

Dan Allers, Mayor
Jim Atterholt, Vice Mayor
John R. King, Council Member
Scott Safford, Council Member
Karen Woodson, Council Member

ADOPTED this 1st day of April 2024 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 April 2024.

RESOLUTION 24-64

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

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

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

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

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

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

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

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

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

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 30th day of April 2024.

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

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

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

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

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

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

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

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

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

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 roll call vote, the result was as follows:

Dan Allers, Mayor
Jim Atterholt, Vice Mayor
John R. King, Council Member
Scott Safford, Council Member
Karen Woodson, Council Member

ADOPTED this 1st day of April 2024 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 April 2024.

1. **Request:**

Meeting Date: April 1, 2024

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

Why the action is necessary:

Keeps the Local State of Emergency in effect for Hurricane Idalia

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Amy Baker, Town Clerk

5. **Background:**

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

Attachments:

1. 24-65, Extension of Local Emergency - Idalia 4.2.24-4.8.24
2. 24-66, Extension of Local Emergency - Idalia 4.9.24-4.15.24
3. 24-67, Extension of Local Emergency - Idalia 4.16.24-4.22.24
4. 24-68, Extension of Local Emergency - Idalia 4.23.24-4.29.23
5. 24-69, Extension of Local Emergency - Idalia 4.30.24-5.6.24

Financial Impact:

6. **Alternative Action**

Do not approve and end the Local State of Emergency for Hurricane Idalia

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Amy Baker, Town Clerk
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/22/2024
Approved - 3/24/2024
Approved - 3/25/2024
Final Approval - 3/25/2024

RESOLUTION NUMBER 24-65

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

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

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

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

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

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

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

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

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

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

- (c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.
 - (d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.
 - (e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.
 - (f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.
 - (g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.
 - (h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.
 - (i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
 - (j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.
7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:
- (a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.
 - (b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.
8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to,

an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefor, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

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

Dan Allers, Mayor
Jim Atterholt, Vice Mayor
John R. King, Council Member
Scott Safford, Council Member
Karen Woodson, Council Member

ADOPTED this 1st day of April 2024 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 April 2024.

RESOLUTION NUMBER 24-66

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

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

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

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

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

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

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

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

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

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

- (c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.
 - (d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.
 - (e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.
 - (f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.
 - (g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.
 - (h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.
 - (i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
 - (j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.
7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:
- (a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.
 - (b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.
8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to,

an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefor, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

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

Dan Allers, Mayor
Jim Atterholt, Vice Mayor
John R. King, Council Member
Scott Safford, Council Member
Karen Woodson, Council Member

ADOPTED this 1st day of April 2024 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 April 2024.

RESOLUTION NUMBER 24-67

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

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

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

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

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

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

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

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

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

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

- (c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.
 - (d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.
 - (e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.
 - (f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.
 - (g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.
 - (h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.
 - (i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
 - (j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.
7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:
- (a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.
 - (b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.
8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to,

an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefor, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

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

Dan Allers, Mayor
Jim Atterholt, Vice Mayor
John R. King, Council Member
Scott Safford, Council Member
Karen Woodson, Council Member

ADOPTED this 1st day of April 2024 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 April 2024.

RESOLUTION NUMBER 24-68

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

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

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

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

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

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

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

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

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

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

- (c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.
 - (d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.
 - (e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.
 - (f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.
 - (g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.
 - (h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.
 - (i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
 - (j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.
7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:
- (a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.
 - (b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.
8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to,

an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefor, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

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

Dan Allers, Mayor
Jim Atterholt, Vice Mayor
John R. King, Council Member
Scott Safford, Council Member
Karen Woodson, Council Member

ADOPTED this 1st day of April 2024 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 April 2024.

RESOLUTION NUMBER 24-69

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

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

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

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

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

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

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

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

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

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

- (c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.
 - (d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.
 - (e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.
 - (f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.
 - (g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.
 - (h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.
 - (i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
 - (j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.
7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:
- (a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.
 - (b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.
8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to,

an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefor, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

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

Dan Allers, Mayor
Jim Atterholt, Vice Mayor
John R. King, Council Member
Scott Safford, Council Member
Karen Woodson, Council Member

ADOPTED this 1st day of April 2024 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 April 2024.

1. **Request:**

Meeting Date: April 1, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH AUTHORIZING THE TOWN MANAGER TO PURCHASE SOFTWARE NEEDED FOR THE TOWN'S WATER UTILITY SYSTEM IN THE AMOUNT OF 436,850.00 FROM CONTINENTAL UTILITY SOLUTIONS, INC. REPRESENTING AN INITIAL STARTUP FEE OF \$15,250.00 AND MONTHLY CHARGES OF \$1,800.00 FOR THE FIRST YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Current software is antiquated and does not communicate with finance software, Lee County Utilities (sewer), difficult to extract reports needed to monitor billing process accurately, programming is difficult and customer service is lacking. Switching software companies to Continental Utility Solution, Inc. will significantly improve efficiency for our water utilities department.

What the action accomplishes:

The Town's Council approval will allow for the Town of Fort Myers Beach to enter into an agreement with Continental Utility Solution, Inc.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Mark Ashton, Public
Works/Utilities Director

5. **Background:**

The billing software currently being used by the water department does not communicate with our finance program, it does not communicate with Lee Counties Utility Program (sewer billing), does not produce reports needed to monitor the billing process accurately and programming is very difficult. Customer service is lacking.

The Town is requesting approval from Town Council to enter into an agreement with Continental Utility Solutions, Inc.

Continental Utility Solutions, Inc. also works hand in hand with our program currently in use by our finance department. They were also in our meetings and demonstration of the programs to assure a smooth transition and integrated work flow. Also, this program communicates with the Lee County Utility billing program for an efficient and effective data flow for the sewer billing we process for them.

Attachments:

1. Resolution 24-59 Utilities Software Agreement (1) nsupdated
2. 2024.03.14 Town of Fort Myers Beach Sales Agreement CUSI

Financial Impact:

Monthly fees for software service, email service and hosting will total \$1,800, or \$21,600 annually. (This is approximately \$1,700 more per year than our current software provider.)

Similar to our current provider, there will also be a Third Party Printing Service Fee of \$0.235 per bill printed **plus** the cost of actual postage. Based on the town's recent experience of printing approximately 2,500 bills per month, the cost of printing would be about \$587 per month, or \$7,050 annually. Therefore, the total annual cost of software, email and hosting

services together with the cost of Third Party Printing would be \$28,650, **plus** the cost of postage.

Data Implementation involves a one-time charge of \$15,250, bringing the total first year cost to \$43,900, **plus** the cost of postage.

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Deborah Hite,
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/20/2024
Approved - 3/22/2024
Approved - 3/27/2024
Approved - 3/27/2024
Final Approval - 3/27/2024

RESOLUTION NUMBER 24-59

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH AUTHORIZING THE TOWN MANAGER TO PURCHASE SOFTWARE NEEDED FOR THE TOWN'S WATER UTILITY SYSTEM IN THE AMOUNT OF 436,850.00 LITY SOLUTION, INC. REPRESENTING AN INITIAL STARTUP FEE OF \$15,250.00 AND MONTHLY CHARGES OF \$1,800.00 FOR THE FIRST YEAR; 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 is requesting approval to purchase software from Continental Utility Solution, Inc. for use in our Water Utilities Department as our designated billing software; and

WHEREAS, the purchase of the software requires an initial one-time fee of \$15,250.00 and monthly charges of \$1,800.00 for a one-year period, which cumulatively exceeds the Town Manager's spending authority without Town Council approval; and

WHEREAS, without this software purchase, the Town will continue to have issues with the system not communicating with our finance program and the Lee County Utility Program. The Town's existing software does not produce reports needed to monitor our billing process accurately, programming is very difficult and customer service is lacking; and

WHEREAS, the Town Council has determined it is in the best interest of the Town to approve the requested purchase order.

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 purchase order and authorizes the Town Manager or his designee to execute any documentation related to the purchase order, which 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 roll call vote, the result was as follows:

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
John R. King, Council Member	_____
Scott Safford, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this 1st day of April 2024 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 _____, 2024.



CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Tanner Ezell

P. O. Box 1515

Jonesboro, AR 72403

www.cusi.com

(870) 336-3334

Quote #: te240314104548

Sales Agreement

March 14, 2024



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

Mark Ashton
(239) 478-6163



Economic Summary

	Up-Front	Monthly
Utility Billing Software as a Service		\$1,055.00
Utility Billing Solution - Implementation Services	\$15,250.00	
Customer Web Portal		\$0.00
Miscellaneous Services	\$0.00	\$75.00
Hosting Services	\$0.00	\$670.00
Third Party Software & Services	\$1,000.00	
Total	\$16,250.00	\$1,800.00

Billing and Payment Terms

CUSI Up-Front fees shall be invoiced upon contracting. CUSI Software as a Service License fees shall be invoiced upon provisioning of the hosted environment and annually thereafter. CUSI Cloud Hosting Service fees shall be invoiced upon activation of the hosted environment, monthly until Go Live, and annually thereafter. Any Software as a Service License fees purchased after initial Go Live shall be invoiced upon contracting. All invoices shall be delivered electronically on or before the first of the month in which payment is due. Company shall remit payment 15 days from date of invoice.

Initial Contract Term: 5 Years Software as a Service and Cloud Hosting Service.



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UB4 Utility Billing Software as a Service - Monthly Fees

Monthly

3,500 Service Location Licenses	\$0.12	\$420.00
5 Named User Licenses	\$52.00	\$260.00
5 Field Service Licenses	\$23.00	\$115.00

UB4 Utility Billing Software Core Modules & Interfaces

Included

- 1 ACH Bank Draft (First Layout Included)
- 1 Lockbox Layout (First Layout Included)
- 1 Electronic Payment Module
- 1 Website API - Customer Web Portal

Add-On Modules

Monthly

1 IVR Module	\$52.00	\$52.00
1 Text Messaging Module	\$52.00	\$52.00

Standard Flat File Data Exchange Interfaces

Monthly

1 Accounting Interface - MIP Abila	\$52.00	\$52.00
1 Advanced Metering Interface (AMI) - Neptune	\$52.00	\$52.00

Standard API Data Exchange Interfaces

Monthly

1 Third Party Printing API - OSG	\$52.00	\$52.00
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UB4 Utility Billing Software Implementation Services

1	Advanced Data Conversion Package for up to 3,500 locations* Includes 1 year data conversion of customers, locations, usages, readings, deposits, meter information, owner records and backflow data. *Complete data must be provided in a ASCII, delimited, or SQL format. Data extraction and data cleanup will be invoiced based upon time and effort at CUSI current services rate. CUSI will invoice client the greater of the number of service locations provided in this Sales Agreement or the actual number of service locations converted.	\$1.50	\$5,250.00
1	CUSI Certified Implementation Includes Business Requirements Gathering, Application Implementation, Installation, Setup, Formatting, Testing, Transition Support, & Project Management	\$6,000.00	\$6,000.00
2	Days of CUSI Certified Training Includes application training for all users as contracted Any and all unused training days will expire 6 months after Go Live	\$2,000.00	\$4,000.00

Travel expenses for on-site work will be billed separately.

Sales Agreement

March 14, 2024



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Economic Summary

UB4 Utility Billing Software as a Service - Monthly Fees	\$1,055.00
UB4 Utility Billing Software Implementation Services	\$15,250.00



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Customer Web Portal

		Monthly
1 Customer Web Portal	\$42.00	\$42.00
Includes Design, Setup, Configuration, and Training Services.		
1 Customer Web Portal - TSM & Hosting	\$166.67	\$166.67
Includes Technical Support, Maintenance, and Hosting.		



Economic Summary

Customer Web Portal	\$42.00
Customer Web Portal - TSM & Hosting	\$166.67
CUSI Turnkey Merchant Services Customer Web Portal Discount	-\$42.00
CUSI Turnkey Merchant Services TSM & Hosting Discount	-\$166.67



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Miscellaneous Services

Turnkey Merchant Services

billed by provider

- | | | |
|---|------|-----------------|
| 1 Turnkey Merchant Services Package - Service fee will be the greater of: | 2.5% | per transaction |
|---|------|-----------------|

Includes Visa, MasterCard, Discover Merchant Services, and Payment Gateway Service. Figures based on an Average Bill Estimate of \$150 and a High Bill Estimate of \$400. Average bill estimate and service fee subject to annual review. CUSI reserves the right to bill a minimum monthly fee of \$20.00 to recover any losses from inactive merchant accounts or accounts that do not cover fixed processing costs.

In conjunction with the Turnkey Merchant Services, CUSI is providing software licenses at no cost. In the event that client terminates Turnkey Merchant Services, any and all software licenses provided at no cost shall be billable at then current retail price.

- | | | |
|---|--|--|
| 1 Turnkey Merchant Service Electronic Check Package | | |
|---|--|--|

Internet Electronic Check Transactions

2.5% per transaction

Turnkey Merchant Services fees are paid by utility customers and collected by CUSI.

Online Bank Account Validation - eChecks and ACH Signup

- | | | |
|--|--------|-----------------|
| 1 CUSI Validation Service - Account and Routing Verification | \$1.50 | per transaction |
| 1 CUSI Validation Service - Balance Check | \$0.20 | per transaction |

IVR Service - UB4

- | | |
|---|-------------------------|
| 1 CUSI IVR Service - Inbound and Outbound IVR | Unlimited Monthly Usage |
|---|-------------------------|

If requirements cannot be met for \$0 CUSI IVR Services, a new Sales Agreement for IVR Tech and associated services may be required to void and replace this service.

Text Messaging Service

- | | |
|---|-------------------------|
| 1 CUSI SMS Messaging Service - Inbound and Outbound SMS | Unlimited Monthly Usage |
|---|-------------------------|



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Quote #: *te240314104548*

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Email Service

1 CUSI Email Service - Unlimited	\$75.00	per month
Monthly cost subject to change based on customer tier		

Sales Agreement

March 14, 2024



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Hosting Services

UB4 Hosted Environment		Monthly
1 UB4 Hosted Environment	\$670.00	\$670.00
Service Term - Five-year		

CUSI's hosting services rates are subject to periodic review. Any change in rates will be communicated to the client in writing 30 days prior to the change going into effect.

It is understood that all software license commitments will be equal to or greater than any cloud hosting service commitments as defined above.



Economic Summary

UB4 Hosted Environment	\$670.00
Total	<u>\$670.00</u>

Sales Agreement

March 14, 2024



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Third Party Software & Services

Third Party Printing Service - OSG

	Upfront
1 One-Time API Fee	\$500.00
1 One-Time Implementation Fee	\$500.00
1 Utility Bill	Price/Per
• Paper - White, 8.5 x 11, 24 lb. • Processing components - color ink, duplex printed, processing, printing, folding, inserting, delivery to USPS. • Envelopes - #10 outer envelope #9 remit envelope • NCOA, CASS, LACS, DPV – Addressing - All addresses updated per USPS requirements for pre-sort. Address report supplied to the County for all addresses that updated or failed. Required service. • Householding - Combines like name and addresses for postal savings • MailTrek – Mail tracking service providing real time updates on the progress of the mail delivery.	\$0.235

Postage will be invoiced at cost and will be the best possible achievable rate



Economic Summary

Third Party Printing Service - OSG

\$0.00



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Total \$0.00



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Terms of Sale

Company has ordered and agrees to purchase from CUSI the products and services defined under this Sales Agreement at the listed quantities and rates. Upon receipt of an executed Sales Agreement CUSI shall ship all products to the Company address and contact defined above and services shall be scheduled and initiated. Company acknowledges that CUSI's products and services are subject to the terms and conditions of a separate Software License Agreements and Services Agreements between Company and CUSI located at www.cusi.com/legal. Monthly or yearly rates for services provided by CUSI or third parties may be subject to price increases with or without notice. Any service requiring CUSI or third parties to travel will incur corresponding expenses that will be billed actual as incurred unless otherwise noted. Travel requiring more than 5 hours of travel time will be billed an additional charge equal to 50% of the daily rate. If Company is not tax exempt or does not provide exemption documentation, CUSI shall invoice for such applicable taxes on each invoice. In the event the tax exemption documentation provided by the Company is disallowed or deemed invalid, Company agrees to pay in full all such taxes, including any applicable interest or penalties.

CUSI's hosting services rates are subject to periodic review. Any change in rates will be communicated to the client in writing 30 days prior to the change going into effect. Future purchases of incremental software licenses, add on modules and add on interfaces are subject to an adjustment of the software as a service rate and will take effect the month following installation and configuration of such license. Any adjustments to the software as a service rate will be documented in a Sales Agreement subject to final execution by client.

Quotation Terms

This quote is valid until 04/13/2024. Quote was created using Sales Agreement Version: 2024.01.22

Execution Instructions

Execute, date, and email all pages to CUSI sales representative. Include Tax Exempt Certificate and Sign Off page from Pre-Sale Implementation Guide.



CONTINENTAL UTILITY SOLUTIONS, INC.

Sales Representative: Tanner Ezell

P. O. Box 1515

Jonesboro, AR 72403

www.cusi.com

(870) 336-3334

Quote #: te240314104548

March 14, 2024

Sales Agreement



Town of Fort Myers Beach

2525 Estero Boulevard

Fort Myers Beach, FL

33931

Mark Ashton

(239) 478-6163

mashton@fmbgov.com



Purchaser Authorization

I certify that as the person signing this form I have purchasing authority for Town of Fort Myers Beach.

Tax Exempt Status

Initial where appropriate:

This entity **IS EXEMPT** from sales tax and will provide or has provided our exemption certificate

This entity **IS NOT EXEMPT** from sales tax

Print Name:

Title:

Authorized Signature:

Date:

1. **Request:**

Meeting Date: April 1, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND LEE COUNTY FOR THE CONSTRUCTION OF THE ESTERO ISLAND BEACH SHORELINE PROTECTION PROJECT.

Why the action is necessary:

The Interlocal Agreement is necessary to formalize the Town and County obligations to fund and implement the Estero Island Beach Renourishment Project.

What the action accomplishes:

The Interlocal Agreement defines the purpose and scope of the Estero Island Beach Renourishment Project, and enumerates County and Town obligations for the funding and implementation of the Project.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Chadd Chustz, Environmental
Services

5. **Background:**

The Town and the County believe it is in the interest of the public health, safety and welfare to continue to cooperate in completing beach maintenance, mitigating erosion, and nourishment on Estero Island beaches in order to improve the protection of upland development and infrastructure, the tourist economy, recreational interests, and wildlife habitat.

The Town and the County have previously entered into agreement to do so and to date have successfully completed all obligations from prior maintenance and nourishment agreements.

The Estero Island Shore Project provides erosion control and includes beach nourishment for approximately 5.5 miles of critically eroding gulf shoreline along Estero Island, Lee County. The Project boundary extends from the terminal groin in the vicinity of Florida Department of Environmental Protection (FDEP) Reference Monument C 174A.5 to R-198, and from R-203 to R-207. The total length of shoreline within the Project boundary is 28,790 feet. The total length of shoreline within the Project boundary that is designated critically eroding by FDEP is approximately 28,790 feet.

Attachments:

1. Resolution 24-15; Beach Renourishment ILA
2. FMB Nourishment ILA CLEAN 20240312

Financial Impact:

The Town is responsible for approximately 15.1% of the costs associated with the project, with the exception of the construction of the South Segment. The Florida Department of Environmental Protection is funding 100% of the construction costs of the South Segment.

6. **Alternative Action**

Do not approve the Interlocal Agreement between the Town and Lee County to construct the Estero Island Beach Renourishment Project.

7. **Management Recommendations:**

Approve the requested Interlocal Agreement between the Town and Lee County to construct Estero Island Beach Renourishment Project.

8. **Recommended Approval:**

Chadd Chustz, Environmental Services
Frankie Kropacek, Operations & Compliance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/25/2024
Approved - 3/25/2024
Approved - 3/25/2024
Approved - 3/26/2024
Final Approval - 3/26/2024

RESOLUTION NUMBER 24-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE TOWN AND LEE COUNTY FOR THE CONSTRUCTION OF THE ESTERO ISLAND BEACH RENOURISHMENT PROJECT.

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 Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and enter into agreements between the local governments on matters of mutual interest; and,

WHEREAS, beach erosion is a threat to the economy and general welfare of the visitors and residents of both the Town and County; and,

WHEREAS, both the Town and the County are responsible to properly manage, protect, and maintain beaches fronting on the Gulf of Mexico from erosion through beach restoration and nourishment projects as part of their governmental duties; and,

WHEREAS, certain beaches of Estero Island have been designated by the State of Florida as critically eroded; and,

WHEREAS, the Town desires to continue to implement beach maintenance, erosion control and nourishment of certain Estero Island beaches to afford continued protection to upland property and enhance the tourist economy in the Town as well as the County and Southwest Florida; and

WHEREAS, it is in the mutual interest of the Town and the County to cooperate in completing projects related to beach maintenance, erosion control, and nourishment of Estero Island beaches; and

WHEREAS, the Town and the County have previously entered into agreement to do so and to date have successfully completed all obligations from prior maintenance and nourishment agreements; and

WHEREAS, for these reasons, the Town and the County believe it is in the interest of the public health, safety and welfare to continue to cooperate in completing beach maintenance, mitigating erosion, and nourishment on Estero Island beaches in order to improve the protection of upland development and infrastructure, the tourist economy, recreational interests, and wildlife habitat.

WHEREAS, the Town Council has determined it is in the best interest of the Town to approve the requested Interlocal Agreement between the Town and Lee County to construct Estero Island Beach Renourishment Project.

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 Interlocal Agreement between the Town and Lee County for the construction of the Estero Island Beach Renourishment Project. A copy of the Interlocal Agreement 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
Scott Safford, Council Member
Karen Woodson, Council Member

ADOPTED this ____ day of _____, 2024 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 _____,
2024.

**INTERLOCAL AGREEMENT by and between
LEE COUNTY and the TOWN OF FORT MYERS BEACH**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the TOWN OF FORT MYERS BEACH, a Florida municipal corporation, hereinafter referred to as the “Town”, and the Board of County Commissioners of LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “County”.

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage, and enter into agreements between the local governments on matters of mutual interest; and,

WHEREAS, beach erosion is a threat to the economy and general welfare of the visitors and residents of both the Town and County; and,

WHEREAS, certain beaches of Estero Island have been designated by the State of Florida as critically eroded; and,

WHEREAS, the Town desires to continue to implement beach maintenance, erosion control and nourishment of certain Estero Island beaches to afford continued protection to upland property and enhance the tourist economy in the Town as well as the County and Southwest Florida; and

WHEREAS, it is in the mutual interest of the Town and the County to cooperate in completing projects related to beach maintenance, erosion control, and nourishment of Estero Island beaches; and

WHEREAS, for these reasons, the Town and the County believe it is in the interest of the public health, safety and welfare to cooperate in mitigating erosion on Estero Island beaches in order to improve the protection of upland development and infrastructure, the tourist economy, recreational interests, and wildlife habitat.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Town and the County agree as follows:

SECTION ONE

INCORPORATION OF RECITALS

The Recitals as set forth above are incorporated into the terms of this Agreement.

SECTION TWO

PURPOSE

The purpose of this agreement is to reduce to writing the parties’ agreement to a method for allocation of costs and responsibilities for “The Estero Island Beach Nourishment Project”, hereinafter referred to as the “Project”. This Agreement shall supersede and replace in its entirety

the June 22, 2010, Interlocal Agreement between the County and the Town for Estero Island Beach Restoration. The parties acknowledge and agree that all terms and conditions of the June 22, 2010, Interlocal Agreement have been satisfied.

SECTION THREE **PROJECT SCOPE**

The parties agree the scope of the Project shall include the necessary design, permitting, engineering, construction, project management, and environmental protection and monitoring required by state and federal permits for the Estero Island shoreline extending from R175 at the northern end of Estero Island to R198 (“the North-Central Project Segment”), and from R203 to R207 (“the South Project Segment”). The scope of the Project includes post-construction maintenance and monitoring for a period of seven years, unless a shorter time is required or permitted by state or federal permits for the Project. For the purpose of this Agreement, maintenance includes additional fill placement as authorized by Project permits to address erosion hot spots that develop prior to the next scheduled nourishment subject to the Cost Allocations and Cancellation provisions herein. The Project shall be constructed in accordance with applicable local, state and federal rules, regulations, and permits.

SECTION FOUR **COUNTY OBLIGATIONS**

The County agrees to:

- a) Cooperate with the Town and Town Contractors as necessary to facilitate state funding applications, design, permitting, and implementation of the Project.
- b) Maintain any public access and parking under the County’s control used to qualify for state cost sharing.
- c) Cooperate with the Town in coordinating overlapping monitoring or maintenance areas to eliminate duplication of effort associated with the completion of post-construction maintenance and monitoring for a period of seven years unless a shorter time is required or permitted by the state and federal permits for the Project. Maintenance responsibilities under this Agreement will be limited to tilling and scarp removal required by permits for the Project.
- d) Not object to the Town’s desire to be able to commence construction activities 24 hours a day, every day of the year in order to maximize construction efficiency and reduce construction costs.
- e) Allow the Town the use of County owned properties adjacent to the Project for Town Contractors and equipment for the purpose of reasonable staging, beach access, and construction. Reasonable staging and access shall be subject to prior written approval by the County Manager or designee, the terms and conditions of which shall be binding on the Town and Town Contractors as necessary to protect the County’s interests.
- f) Provide funding for the Project based on an allocation of costs in accordance with Section Six of this Agreement. The County will not be responsible for providing payment in any form for expenses for experimental technologies, LiDAR, aerial oblique photography, surveys not

required by the Florida Department of Environmental Protection (hereinafter DEP) approved physical monitoring plan, economic studies and benefits analysis, fines, penalties, interest, and work completed on private properties not authorized by a signed construction easement.

SECTION FIVE

TOWN OBLIGATIONS

The Town agrees to:

- a) Monitor the Project area as required by permits and provide the results of the monitoring to the County concurrent with submittal to permitting agencies.
- b) Apply for all necessary permits for the Project.
- c) Seek state cost sharing to help reduce overall costs to the Town and County and provide the County with copies of all funding applications and agreements within thirty (30) days of execution.
- d) Prepare detailed plans and specifications for the Project including provision that any County property used for staging and beach access, including use of parking areas for Town Contractors, construction and equipment, is left in conditions equal to or better than before it was used for the Project. This will include protection of natural resources and construction of dunes on County Parks where requested by the County.
- e) Maintain any public access and parking under the Town's control used to qualify for state cost sharing.
- f) Acquire all easements necessary to complete the Project and provide a detailed list to the County.
- g) Provide copies of Project technical reports to the County at the same time provided to DEP.
- h) Provide funding for the Project based on an allocation of costs in accordance with Section Six of this Agreement.
- i) Keep books, records, documents and other evidence pertaining to costs and expenses incurred for the construction to the extent and in such detail as will properly reflect total Project costs and funding of the Project. The Town will make available at its office at reasonable times, such books, records, documents and other evidence for inspection and audit by authorized County representatives for a minimum of seven years after completion of construction of the Project.
- j) The Town or its agents will act as Project sponsor and manager.
- k) Notify the County of the final completion of Project monitoring tasks required by state and federal permits within thirty (30) days of completion of each task.
- l) The Town may, at its sole option and discretion, coordinate regionally with other eligible government entities when it is in the best interests of the Town and County, particularly in sharing resources for cost savings purposes.

SECTION SIX

COST ALLOCATIONS

The Parties agree to share in the eligible costs for the Project in accordance with the following:

- a) The cost allocation between the Town and County will be based on total eligible Project costs as defined herein and documented by the Town pursuant to Section Four (f) and Section Five (i) above.
- b) Operational expenses including staff time of Town and County personnel are not considered Project expenses for the purposes of this Agreement.
- c) The County will pay a share of eligible Project costs including those incurred prior to the date of this Agreement but only those on or after April 24, 2023, and listed on Exhibit A. The Town will invoice no more than once per month and the schedule for payments will be as follows:
 - i. For eligible expenses incurred prior to the date of execution of this Agreement, payment will be made by the County within thirty (30) days of receiving a detailed invoice from the Town including adequate documentation of the scope of work and proof of payment for eligible Project costs. Completed DEP reports as described in Section Five (g) above and including copies of supporting documentation will satisfy this requirement.
 - ii. The County will advance a sum to the Town equal to ninety percent (90%) of the County share estimated from the bid documents for sand placement. The County will make payment to the Town within thirty (30) days of receiving a notice from the Town including their approved bid and executed contract. Upon receipt of a detailed invoice, notification from the Town that the sand placement has been completed, and accounting documentation, the County will pay the balance of funds due for completed sand placement within thirty (30) days.
 - iii. For eligible expenses other than the sand placement incurred after the date of execution of this Agreement, payment will be made by the County within thirty (30) days of receiving a detailed invoice from the Town including adequate documentation of the scope of work and proof of payment. This includes costs for permit required post-construction monitoring and maintenance.
- d) The payment amounts will be calculated using the cost sharing methods described as follows:
 - i. Pursuant to Sections 161.091 - 161.161, F.S., the DEP provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program. Any State funding provided through the DEP is typically based on criteria described in Chapter 62B-36, Florida Administrative Code but may also include hurricane recovery funding. The total state funding is known as the State Share.
 - ii. Project funding provided by entities other than the DEP Beach Management Funding Assistance Program, County or Town shall collectively be referred to as Grant Funding. This may include but is not limited to Project funding from the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA).
 - iii. The costs remaining after deduction of the State Share shall be known as the Local Share. In accordance with Section 5c above, the Town will seek Grant Funding to reduce the overall Local Share. Any such funding will apply to the Town Share first, with any balance applied to the County Share.

- iv. The distribution of the Local Share has been determined based on a prior Benefit Analysis. The Benefit Analysis determined that 12.4% of the benefits are for storm protection, and 87.6% of the benefits are for recreation.
- v. The County owns approximately 1954 linear feet or 8.1% of the Estero Island North-Central Project Segment shoreline primarily at Bowditch Point, Lynn Hall, and Crescent Beach Parks and will pay the proportional storm protection cost for those facilities equal to 1.0% of the Local Share (i.e., 12.4% x 8.1% x Local Share).
- vi. The North-Central Project Segment shoreline is 83.4% publicly accessible as defined by DEP for construction. Accordingly, a portion of the Local Share attributable to recreation will be paid by the County equal to 73.1% of the Local Share (i.e., 87.6% x 83.4% x Local Share).
- vii. The South Project Segment is State owned as defined by DEP for beach funding purposes. As such construction costs for the South Project Segment are paid 100% by the State and not part of the Local Share.
- viii. For Post-construction monitoring costs, the Project shoreline is 86.0% publicly accessible as defined by DEP. Accordingly, a portion of the Local Share attributable to recreation will be paid by the County equal to 75.3% of the Local Share (i.e., 87.6% x 86.0% x Local Share) for permit required post-construction monitoring costs of the North-Central and South Segments.
- ix. The total County Share will be the sum of the County North-Central storm protection share (Section 6(d)v), the County North-Central recreation share (Section 6(d)vi), and post-construction monitoring expenses cost shared in accordance with Section 6(d)viii. All other expenses and financial obligations are the sole responsibility of the Town.

SECTION SEVEN

HOLD HARMLESS

Each party shall be liable for its own actions, negligence and, to the extent permitted by law, Town shall indemnify, defend and hold harmless the County against any actions, claims for damages arising out of Town's negligence in connection with this Agreement, and County shall indemnify, defend and hold harmless the Town against any actions, claims for damages arising out of County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

SECTION EIGHT

CANCELLATION

- a) Prior to award of the construction contract, the Town shall provide the County with the estimated maximum County contribution under the terms of this Agreement. In the event that the County's maximum contribution is estimated to exceed \$9,200,000, the terms of

this Agreement will become null and void unless the County and Town mutually agree in writing to proceed with the Project. The written Agreement to proceed must provide the maximum County contribution prior to award of the construction contract. The Town hereby agrees not to award a contract or incur any costs attributable to the County until such time as the County agrees to proceed. The Town will be responsible for all costs incurred without prior approval to proceed from the County.

- b) If the Agreement is canceled, any conditions necessitated by a permit will continue in full force and effect.
- c) The breach of a material obligation of this Agreement shall be grounds for immediate cancellation of this Agreement by the non-breaching party. The non-breaching party must provide the party in default with 30 days, from the date of notice of the default, to cure said default. If the breach is not curable, the non-breaching party may terminate the Agreement without waiting 30-days and seek any remedies available under Florida law.

SECTION NINE

AMENDMENT TO AGREEMENT

This Interlocal Agreement may only be amended as provided for herein, with the express consent of both Parties and executed with the same formality and dignities as this original Agreement.

SECTION TEN

INTERPRETATION OF AGREEMENT

This Interlocal Agreement shall be construed and interpreted pursuant to Florida law. Venue for any disputes between the Parties arising under this Interlocal Agreement shall be the Twentieth Judicial Circuit Court, in and for Lee County, Florida.

SECTION ELEVEN

INTEGRATION OF DOCUMENT

This Agreement, including any incorporated exhibits or amendments, constitutes the entire Agreement between the Parties and shall supersede and control over any or all prior Agreements or understandings, either written or oral, relating to the matters herein.

SECTION TWELVE

NOTICE PROVISIONS

All notices or demands are deemed to have been given or made when delivered in person or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective Parties as follows:

Mayor

Town of Fort Myers Beach
2523 Estero Boulevard
Fort Myers Beach, Florida 33931

Chair, Board of County Commissioners
Lee County
Post Office Box 398
Fort Myers, Florida 33902

SECTION THIRTEEN **EFFECTIVE DATE**

This Agreement will be effective on the last date signed by the County acting through its Board of County Commissioners or the Town acting through the Town Council.

SECTION FOURTEEN **TERM**

This Agreement shall commence upon execution and continue from year to year uninterrupted and shall terminate upon reimbursement of eligible costs associated with the last date of the monitoring required for the Project under the Project's state and federal permits. The rights and obligations of each party that arise prior to the expiration of the term shall survive any expiration of the term of this Agreement.

SECTION FIFTEEN **SEVERABILITY**

Should any portion of this Agreement be found invalid by a court of law, the remaining portions of this Agreement shall remain in effect insofar as they can reasonably be severed from the invalid portion.

SECTION SIXTEEN **ATTORNEY'S FEES AND COSTS**

If either Party brings or commences legal action or proceeding to enforce the terms of this Agreement, the Parties agree that each will pay for its own costs and expenses of litigation, including reasonable attorneys' fees. In the event of a dispute and prior to litigation, the parties agree to consider alternative dispute resolution opportunities, include but not limited to mediation. Should the Parties agree to mediation, the Parties agree to equally divide the costs of the mediation.

SECTION SEVENTEEN MISCELLANEOUS

1. The Parties represent that they have full authority to enter into and execute this Agreement.
2. The terms and conditions of this Agreement shall extend to and bind the successors and assigns of the County and the Town.
3. The drafting of this Agreement has been a joint endeavor between the Parties and shall not, solely as a matter of judicial construction, be interpreted more strictly against one Party than the other.
4. Except as otherwise provided for herein, neither Party shall be liable to the other for either consequential or special damages of any kind whatsoever, including, but not limited to, lost revenues, or any other damages of any kind relating to this Agreement.

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

ATTEST:

Town of Fort Myers Beach

By: _____
Amy Baker, Town Clerk

By: _____
Dan Allers, Mayor

APPROVED AS TO FORM:

By: _____
Vose Law Firm, Town Attorney

ATTEST:
KEVIN C. KARNES, CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY,

BY: _____
DEPUTY CLERK

CHAIR

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
Office of the County Attorney

Exhibit A

Project Expenses incurred prior to Agreement execution but after April 24, 2023, total approximately \$47,120.00 for activities including:

- a) \$47,120.00: 2023 Annual Monitoring of Estero Island; Update Bid Plans with Current Survey Data; Coastal Engineering Consultants STA #16.

1. **Request:**

Meeting Date: April 1, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #9 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION PHASE SERVICES FOR SAND RENOURISHMENT AND DUNE PLANTINGS FOR ESTERO ISLAND NORTH FEMA CATEGORY G PROJECT, FOR A COST OF \$56,930; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

This action is necessary to provide engineering oversight for the Category G portion of the Beach renourishment project for beach recovery and storm impact reduction to upland properties.

What the action accomplishes:

STA# 9 provides construction phase services specific to the Category G public assistance grant for repair to Estero Island North for Hurricane Ian Recovery. This STA is a companion authorization to STA #10 which is for the Estero Island Beach Nourishment Project.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Chadd Chustz, Environmental
Services

5. **Background:**

PLEASE SEE NORTH ESTERO ISLAND SHORE PROTECTION PROJECT POST-IAN ENGINEERING AND ASSESSMENT REPORT.

Attachments:

1. 24-71, CEC STA 9 Const Phase Dune Plantings Estero Island N Cat G Project
2. 22279 Estero Island Post-Ian Engineering and Assessment Report with Appendices 20230109
3. 24279_STA 9-Estero Island North Cat G 20240320

Financial Impact:

The scope and budget are based on the Category G Project being constructed concurrent with the Beach Nourishment Project.

6. **Alternative Action**

Do not approve the Supplemental Task Agreement #9.

7. **Management Recommendations:**

Approve STA#9 of Contract RFQ-21-09-EN.

8. **Recommended Approval:**

Chadd Chustz, Environmental Services
Frankie Kropacek, Operations & Compliance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/22/2024
Approved - 3/22/2024
Approved - 3/27/2024
Approved - 3/27/2024
Final Approval - 3/27/2024

RESOLUTION NUMBER 24-71

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #9 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION PHASE SERVICES FOR SAND RENOURISHMENT AND DUNE PLANTINGS FOR ESTERO ISLAND NORTH FEMA CATEGORY G PROJECT, FOR A COST OF \$56,930; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town of Fort Myers Beach 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 #9 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 #9 of Contract # RFQ-21-09-EN between the Town and Coastal Engineering Consultants, Inc., for \$56,930. A copy of the Supplemental Task Order #9 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	_____
Scott Safford, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this 1st day of April 2024 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 _____, 2024.

NORTH ESTERO ISLAND SHORE PROTECTION PROJECT POST-IAN ENGINEERING AND ASSESSMENT REPORT



January 9, 2023

CEC File No. 22.279

Prepared by:



TABLE OF CONTENTS

1	INTRODUCTION	1
2	PROJECT HISTORY	3
2.1	2011 PROJECT	3
2.2	2021 PERMIT APPLICATION	7
3	HURRICANE IAN IMPACT ASSESSMENT	8
3.1	HURRICANE IAN	8
3.2	PRE- AND POST-STORM PROFILE COMPARISON	11
3.3	STORM IMPACT ANALYSIS	11
4	POST-STORM RECOVERY PROJECT	13
4.1	RECOVERY PROJECT CONCURRENT WITH 2023 RENOURISHMENT	13
4.1.1	Construction Budget	13
4.1.2	Construction Methods	14
4.1.3	Construction Schedule	14
4.1.4	Permit Status	15
4.2	RECOVERY PROJECT INDEPENDENT OF 2023 RENOURISHMENT	15
4.2.2	Construction Methods	16
4.2.4	Permit Status	17
5	CONCLUSION	18
6	REFERENCES	19

LIST OF FIGURES

Figure 1. Project Overview	2
Figure 2. 2011 Estero Island Project (Lee County, 2013).	4
Figure 3. North Estero Island Permit Drawing Plan View (CPE, 2005).	5
Figure 4. North Estero Island Permit Drawing Typical Sections (CPE, 2005).	6
Figure 5. Hurricane Ian's Path of Destruction (source: NOAA).	9
Figure 6. Hurricane Ian Damage on North Estero Island.	9
Figure 7. North Estero Island Aerial View Before (left) and After (right) Hurricane Ian	10

LIST OF FIGURES

Table 1. Project Coordinates.	1
Table 2. Depth of Closure Values.	11
Table 3. Estero Island Nourishment Project Preliminary Opinion of Probable Construction Costs.	13
Table 4. North Estero Island Category G Repairs via Truck Haul Preliminary Opinion of Probable Construction Costs.	15

LIST OF APPENDICES

Attachment 1 Storm Impact Profile Comparisons
Attachment 2 Storm Impact Volume Calculations

POST-IAN ENGINEERING ASSESSMENT AND REPORT

1 INTRODUCTION

Estero Island is a barrier island located in Lee County, Florida, along the Gulf of Mexico shoreline. The island is part of the Town of Fort Myers Beach. The North Estero Island Shore Protection Project (Project) is located on the north side of the island and spans between FDEP reference monuments C-174A.5 adjacent to the terminal groin to R-182 (Figure 1).

The purpose of the Project is consistent with the State's Strategic Beach Management Plan (FDEP, 2021) and includes restoring critically eroding beaches, maximizing the infusion of beach-quality sand into the coastal system, and implementing projects that contribute most significantly to addressing the State's beach erosion problems.

The coordinates for the North Estero Island fill segment and two Borrow Areas are presented in Table 1. The fill segment is approximately 6,850 feet long. The coordinates presented for Borrow Areas 1 and 2 represent the boxes that the polygon shaped dredge templates fit within.

Table 1. Project Coordinates.

BEACH FILL COORDINATES		
GROIN	26.464302778°	81.968897222°
R-182	26.450886111°	81.952855556°
BORROW AREA 1 COORDINATES		
BA 1 A	26.445450000°	81.987913889°
BA 1 B	26.445447222°	81.973244444°
BA 1 C	26.435622222°	81.973247222°
BA 1 D	26.435625000°	81.987913889°
BORROW AREA 2 COORDINATES		
BA 2 A	26.388827778°	82.364825000°
BA 2 B	26.378513889°	82.353647222°
BA 2 C	26.369555556°	82.363836111°
BA 2 D	26.379866667°	82.375013889°

This report presents the surveys and analysis of damages attributed to Hurricane Ian which severely impacted the area in September 2022. The report also presents the details of the future project to restore the Project Area and offset the losses resulting from the storm.

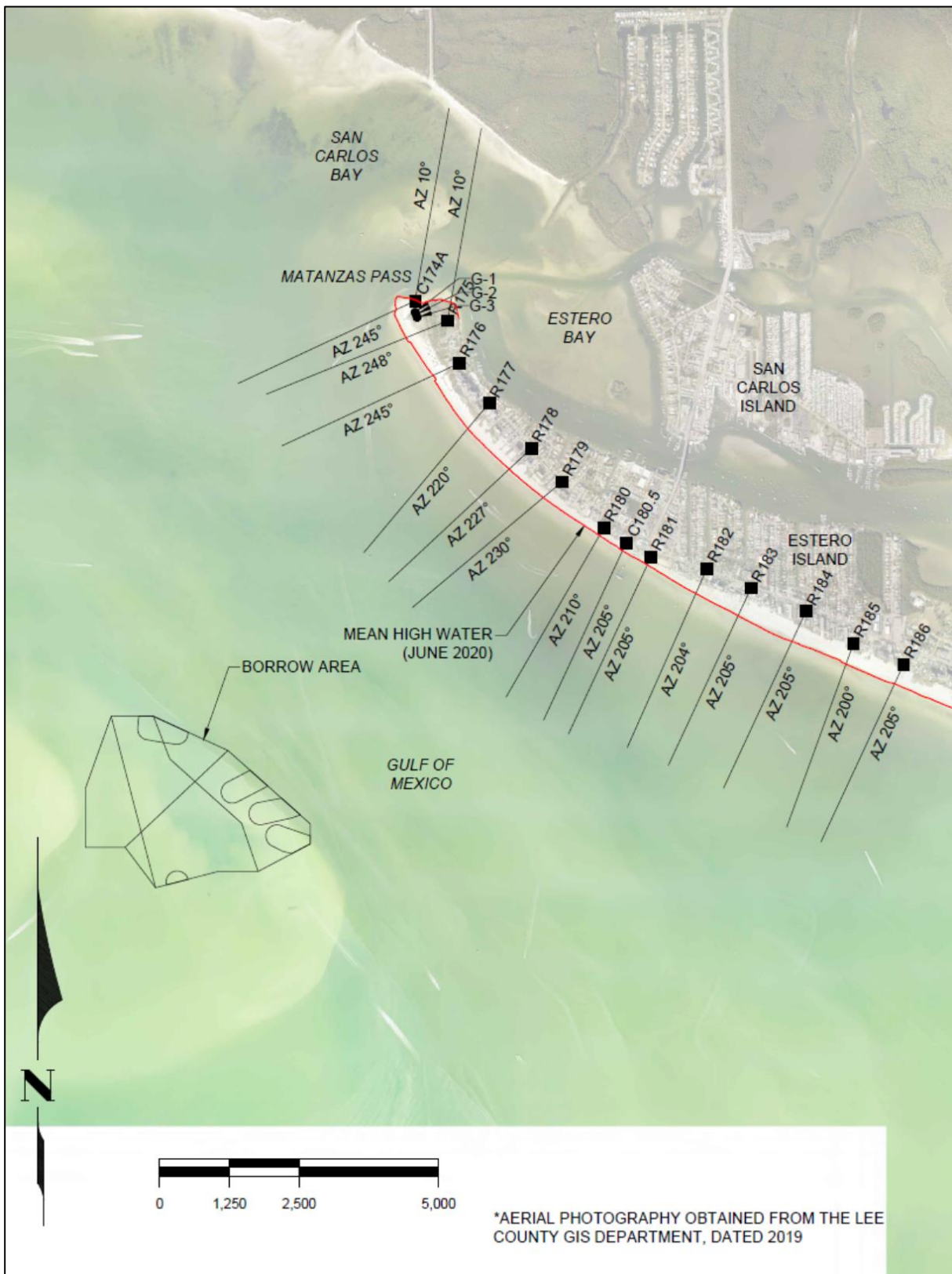


Figure 1. Project Overview.

2 PROJECT HISTORY

2.1 2011 PROJECT

In December 2011, Lee County completed construction of the Estero Island Shore Protection Project including sand placement along the North Estero segment of the island and the addition of a terminal groin on the northern end of the beach fill (Figure 2; Lee County, 2013).

The project was constructed between April 2011 and December 2011. Approximately 403,000 cubic yards of sand were excavated and placed in the beach fill area between the terminal groin and R-182. The beach was constructed to a berm height of 2.9 feet NAVD88 over a shoreline distance of approximately 6,700 feet (1.3 miles). The design berm extended seaward at the 2.9 feet NAVD88 elevation an average of 236 feet and then sloped to the -1.2 feet NAVD88 elevation at a 15H:1V slope. The design then adjusted to a 20H:1V slope seaward until it connected with existing grade. Plan view and typical sections are presented in Figures 3 and 4 (CPE, 2005). All dredging was conducted in the Borrow Area located in the Gulf of Mexico approximately 1.4 miles southwest of the Project area. The Borrow Area's mean grain size was 0.15 mm with 4% silt content (CPE, 2003). The terminal groin was constructed with approximately 3,630 tons of limestone rock for a length of 240 feet with a maximum crest width of approximately 12.7 feet. A single vinyl sheetpile row was installed along the centerline of the structure to make it sand tight.

In 2001, USACE analyzed geotechnical data collected on North Estero Island which showed a native beach mean grain size of 0.13 mm (CHE, 2014).

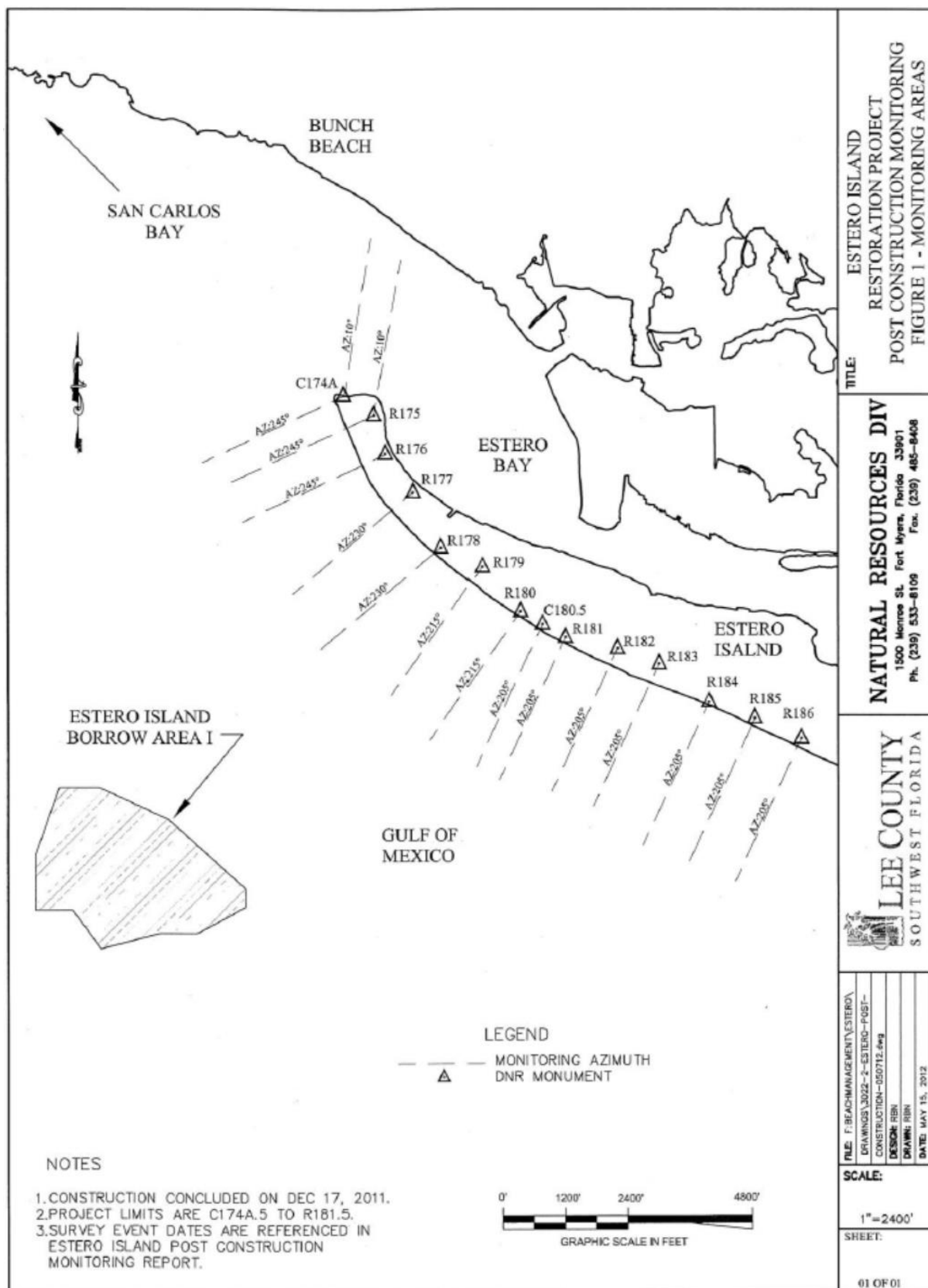


Figure 2. 2011 Estero Island Project (Lee County, 2013).

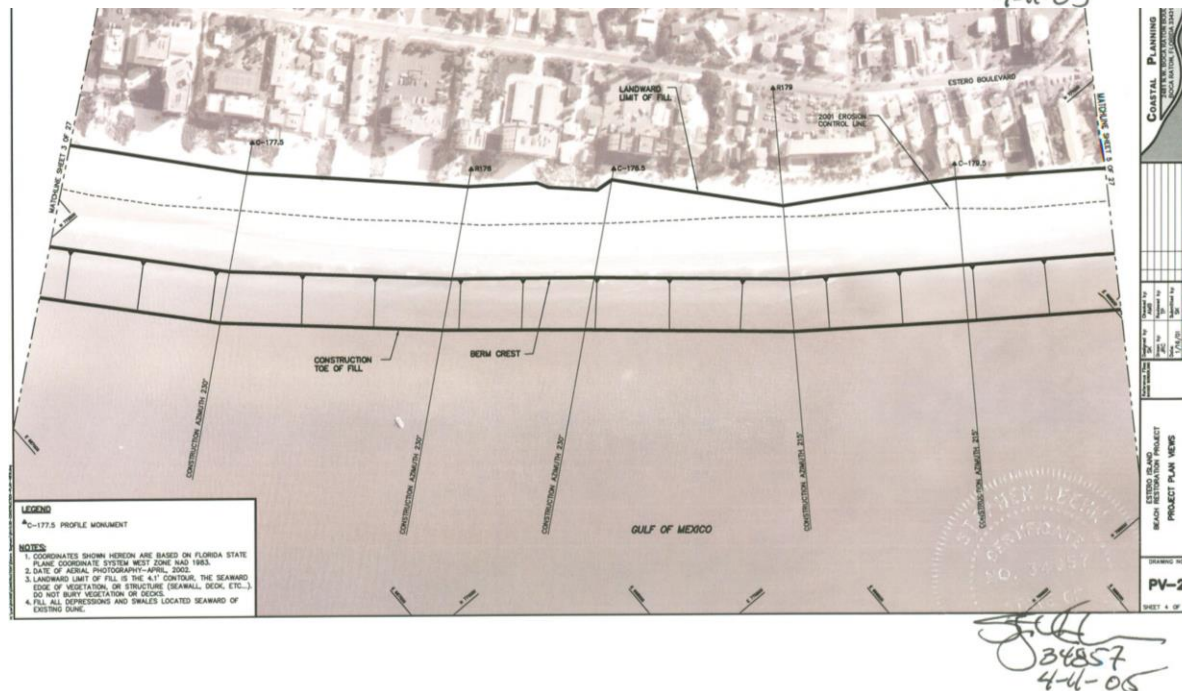


Figure 3. North Estero Island Permit Drawing Plan View (CPE, 2005).

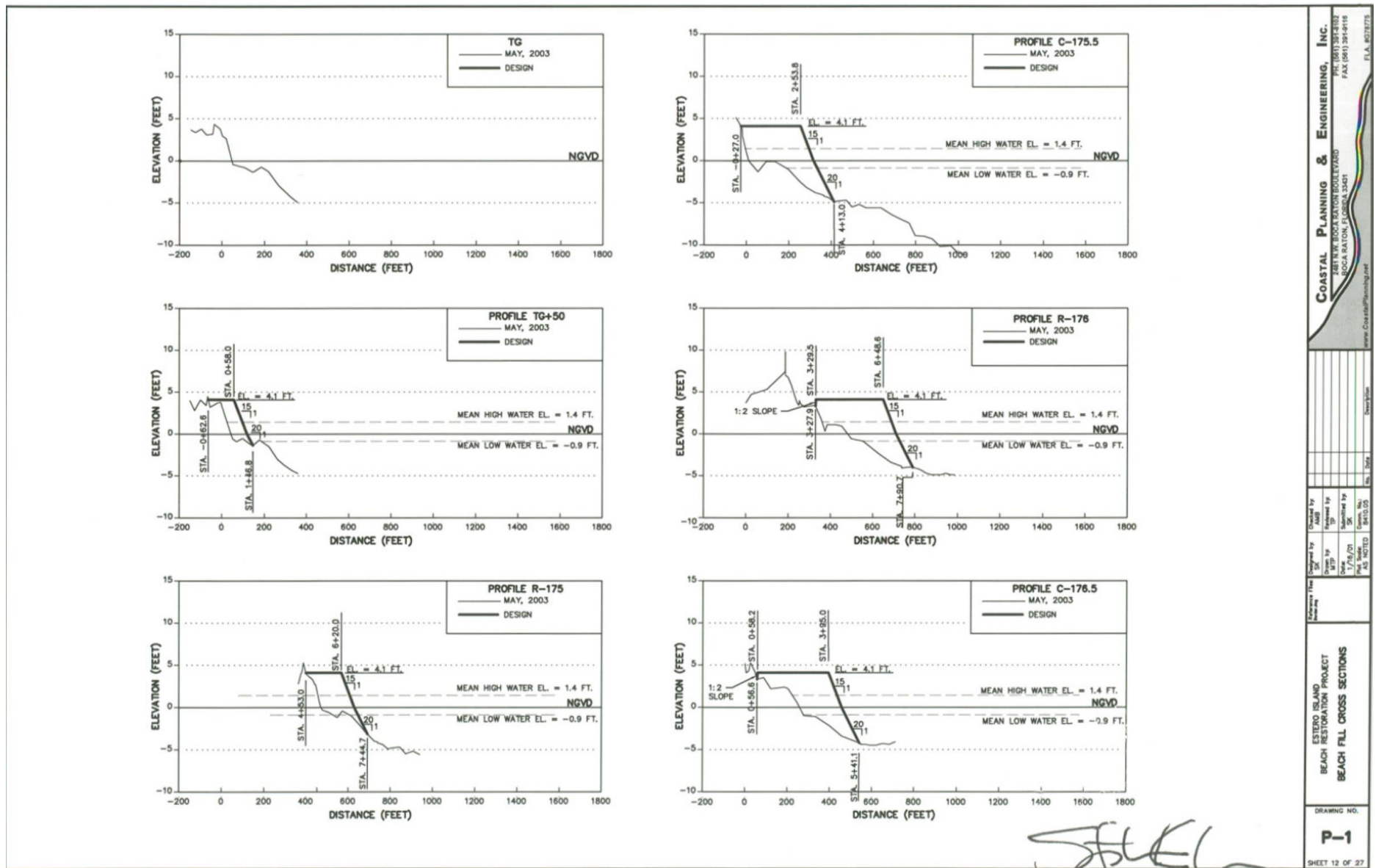


Figure 4. North Estero Island Permit Drawing Typical Sections (CPE, 2005).

2.2 2021 PERMIT APPLICATION

In 2021, the Town of Fort Myers Beach submitted a permit application to the Florida Department of Environmental Protection (FDEP) and United States Army Corps of Engineers (USACE) which proposed to continue their existing nourishment program for North Estero Island and expand the project to include two new beach segments, Central Estero and South Estero.

The berm crest elevation of 3.2 feet NAVD88 was established by conducting a sea level change analysis which resulted in raising the 2011 crest elevation of 2.9 feet NAVD88 by 0.3 feet. The design template slopes include a 200H:1V beach berm slope, a 15H:1V seaward slope from the crest to approximate mean low water (MLW), and a 20H:1V slope below MLW. Based on the 2021 design survey, the volume for North Estero Island was computed equal to 276,000 cubic yards. The total volume for the island-wide project is 905,000 cubic yards.

The originally permitted Borrow Area located within the Matanzas Pass ebb shoal complex has over one million cubic yards of available volume. Due to the impacts of Hurricane Ian, the Town through cooperation with Lee County has added an offshore borrow area into the permit application to provide ample sand volume for future projects.

As of December 2022, FDEP and USACE permits were still in process. FDEP permit 0413684-001-JC is pending local public notice and anticipated in January 2023. The published the public notice on December 20, 2022 and will be initiating consultation with the U.S. Fish and Wildlife Service and National Marine Fisheries Service in early 2023. The Project is scheduled for nourishment in 2023.

3 HURRICANE IAN IMPACT ASSESSMENT

3.1 HURRICANE IAN

According to NOAA (<https://www.nesdis.noaa.gov/news/hurricane-ians-path-of-destruction>), after traveling a path of destruction throughout the Caribbean, Jamaica, the Cayman Islands, and western Cuba, on September 28, Hurricane Ian made first landfall in the United States near Cayo Costa in Southwest Florida as a Category 4 storm. After crossing over the Florida peninsula, Ian weakened to a tropical storm, then strengthened to a Category 1 hurricane and made a second landfall near Georgetown, South Carolina (Figure 5).

On the morning of September 28, Ian intensified into a Category 4 hurricane, with maximum sustained winds of 155 mph, just shy of a Category 5 storm. Ian came ashore near Cayo Costa, Florida, at 3:05 p.m. EDT with maximum sustained winds of 150 mph, tying the record for the fifth-strongest hurricane on record to strike the United States. It was the first Category 4 hurricane to impact Southwest Florida since Charley in 2004.

Ian thrashed parts of Florida's western coast including Lovers Key and Bonita Beach (Figures 6 and 7), bringing intense winds, heavy rainfall, and catastrophic storm surges. A storm surge with inundation of an unprecedented 12 to 18 feet above ground level was reported along the Southwest Florida coast. CEC confirmed close to 16 feet of surge at the north end of Estero Island during a beach survey while checking into a previously established survey benchmark and measuring the scour elevation at Bowditch Point Park on the north end of the island.



Figure 5. Hurricane Ian's Path of Destruction (source: NOAA).



Figure 6. Hurricane Ian Damage on North Estero Island.



Figure 7. North Estero Island Aerial View Before (left) and After (right) Hurricane Ian.

3.2 PRE- AND POST-STORM PROFILE COMPARISON

The post-Ian beach survey of North Estero Island was conducted by CEC on October 11, 2022. The prior survey of North Estero Island was conducted by CEC on June 1, 2022. The beach profiles at each R-monument from the terminal groin to R-182 are presented in Appendix 1.

3.3 STORM IMPACT ANALYSIS

CEC performed a storm impact analysis by computing 1) volumetric changes of the North Estero segment that occurred between the June 2022 monitoring survey and October 2022 post-Ian survey, 2) background erosion from the June 2022 monitoring survey to Ian landfall, and 3) the incident related erosion directly attributed to Hurricane Ian for the engineered beach. The volume changes were computed utilizing the depth of closure (DOC), which is described below, as the seaward boundary.

Background erosion was computed as follows. The volume change between the May 2021 and June 2022 annual monitoring surveys was computed utilizing DOC as the seaward boundary. The total was annualized and then multiplied by the number of days from the 2022 annual monitoring survey to the date of landfall of the hurricane.

The offshore depth beyond which the net sediment transport does not result in significant changes in mean water depth is known as the DOC. It is noted the DOC used in this analysis has been utilized for project monitoring and performance assessment since 2011 (Lee County, 2013). The DOC values are presented in Table 2.

Table 2. Depth of Closure Values.

MONUMENT	DOC (feet, NAVD88)
C-174A	-14.5
R-175	-14.5
R-176	-14.5
R-177	-14.5
R-178	-14.5
R-179	-14.5
R-180	-12.0
C-180.5	-12.0
R-181	-12.0
R-182	-11.0

The total damage for the beach fill from the landward limit of erosion to the depth of closure equals 56,845 CY. The details of the storm impact volume calculations including the volume changes and the application of background erosion are presented in Appendix 2. It is noted due

to severe scouring adjacent to the existing pier (Figure 7 right panel), additional data were collected between R-monuments to accurately measure the total incident related erosion.

Hurricane Ian damaged the existing dunes on North Estero Island. Using pre-storm aerials and the survey comparisons, approximately 8,300 square yards of dune plants were destroyed. Based on an average plant spacing of 18 inches on center, equivalent to 4 plants per square yard, the number of plants destroyed equals 33,200 plants.

4 POST-STORM RECOVERY PROJECT

There are two options for the post-storm recovery Project. The first is to combine the recovery Project with the Town's planned nourishment project scheduled to begin summer 2023. This will require expedited FEMA processing. The second is to conduct a separate truck haul project.

4.1 RECOVERY PROJECT CONCURRENT WITH 2023 RENOURISHMENT

4.1.1 Construction Budget

The preliminary opinion of probable construction costs for the 2023 renourishment is \$22,420,782 inclusive of storm impact assessment, mobilization/demobilization, access and staging, surveying, beach fill, environmental protection, construction engineering and inspection, and biological monitoring (Table 3). Construction phase services include bid process, construction administration, inspections, pay survey review, biweekly meetings, substantial and final completion, and certifications. This equates to an effective unit rate of \$24.77 per cubic yard. The Town, Lee County, and State of Florida are each providing a funding share to construct the Project.

Table 3. Estero Island Nourishment Project Preliminary Opinion of Probable Construction Costs.

Item	Description	Unit	Quantity	Unit Price	Extended Price	Subtotals
E-1	Storm Impact Assessment	LS	1	\$31,932	\$31,932	\$31,932
C-1	Mobilization/Demobilization	LS	1	\$6,905,000	\$6,905,000	\$19,699,500
C-2	Beach Fill					
C-2A	North-Central	CY	589,000	\$13.70	\$8,069,300	
C-2B	South	CY	316,000	\$14.10	\$4,455,600	
C-3	Environmental Protection	Days	120	\$350	\$42,000	
C-4	Turbidity Monitoring	Days	120	\$600	\$72,000	
C-5	Shorebird Abatement	Days	106	\$450	\$48,000	
C-6	Dune Vegetation	SY	8,300	\$13	\$107,900	
CM-1	Construction Monitoring	LS	1	\$64,000	\$64,000	\$64,000
CP-1	Construction Phase Services	LS	1	\$428,000	\$428,000	\$428,000
M-1	Biological Monitoring	Years	1	\$50,000	\$50,000	\$162,000
M-2	Physical Monitoring	Years	1	\$62,000	\$62,000	
M-3	Beach Tilling	Years	1	\$50,000	\$50,000	
					Subtotal	\$20,385,432
					10% Contingency	\$2,035,350
					Grand Total	\$22,420,782

If FEMA can expedite the EHP process for the Category G request such that the sand placement to offset the incident related erosion of 56,845 cubic yards can occur concurrently with the Town's renourishment, the cost would equate to approximately \$1,408,050 (56,845 times \$24.77) subject to a competitive bid process.

4.1.2 Construction Methods

Construction methods to be employed include the following. Two construction methods for excavation of the Offshore Borrow Area are proposed including the hydraulic cutterhead dredge and scow barge method and the hopper dredge method. One construction method, specifically the hydraulic cutterhead dredge direct discharge method, is proposed for excavation of the Nearshore Borrow Area. For all three methods (hopper, cutterhead-scow barge, cutterhead-direct), the dredged sediment will be transported through the submerged sediment pipeline that rests on the bottom and will exit the Gulf and come onto the dry beach, then discharged into the fill template, where it will be graded using conventional earth moving equipment. Multiple booster pumps may be required for the process.

Sediment pipeline conveyance corridors and pump-out areas have been delineated to connect the Nearshore Borrow Area to the fill templates. They have been thoroughly surveyed for depth, sonar targets, and magnetic anomalies, and sited to avoid potential targets. The corridors do not require any excavation for pipeline installation, as the weighted sediment discharge pipelines will be placed directly on the sea floor. Anchoring limits shall be confined to the areas that have been surveyed and culturally cleared. A new corridor will be delineated from the Offshore Borrow Area to the fill template if this borrow area is needed.

The in-water work will be conducted using barge/vessel-based heavy equipment (vessel draft: 4 feet to 8 feet offshore, 3 feet to 4 feet inshore) with no blasting. The land-based work for beach fill construction, hot-spot maintenance, upland sand truck hauls, and maintenance grading would be conducted by bulldozers, excavators, front-end loaders, dump trucks, and off-road vehicles.

Work will be conducted 24 hours per day, seven days per week. Work is proposed to be conducted during sea turtle nesting season which is an allowable activity under the State of Florida's Programmatic Biological Opinion.

4.1.3 Construction Schedule

The Town proposes the following schedule.

- Permitting/BOEM OCS Lease: December 2022 – April 2023
- Final Design: January – April 2023

- Bid Process: April – June 2023
- Construction: June – December 2023 (requires sea turtle nest relocations)

4.1.4 Permit Status

FDEP permit 0413684-001-JC is pending local public notice and anticipated to be issued in January 2023. The Town and their consultant are working together with the USACE and BOEM to expedite permit processing and conduct consultations with the U.S. Fish and Wildlife Service and National Marine Fisheries Service.

4.2 RECOVERY PROJECT INDEPENDENT OF 2023 RENOURISHMENT

4.2.1 Construction Budget

If the EHP process cannot be expedited, a truck haul project would be proposed to construct the hurricane recovery project. The preliminary opinion of probable construction costs for 56,845 cubic yards is \$6,189,124 inclusive of mobilization/demobilization, construction access and staging, sand production, delivery and placement, dune vegetation, engineering, surveys, and construction monitoring (Table 4). The all-inclusive, in-place cost per cubic yard equates to approximately \$109.84 per cubic yard.

Table 4. North Estero Island Category G Repairs via Truck Haul Preliminary Opinion of Probable Construction Costs.

Item	Description	Unit	Quantity	Unit Price	Extended Price	Subtotals
E-1	Storm Impact Assessment	LS	1	\$32,000	\$32,000	\$32,000
C-1	Mobilization/Demobilization	LS	1	\$141,750	\$141,750	\$5,426,477
C-2	Construction Access/Staging	LS	1	\$47,250	\$47,250	
C-3	Maintenance of Traffic	LS	1	\$78,750	\$78,750	
C-4	Sand (Production)	CY	56,345	\$13.00	\$732,485	
C-5	Sand (Delivery/Placement)	CY	56,345	\$76.70	\$4,321,662	
C-6	Dune Vegetation	SY	8,300	\$13	\$104,580	
D-1	Design	LS	1	\$24,000	\$24,000	\$168,000
D-2	Construction Management/Surveys	LS	1	\$104,000	\$104,000	
D-3	Inspections/Independent Testing	LS	1	\$40,000	\$40,000	
					Subtotal	\$5,626,477
					10% Contingency	\$562,648
					Grand Total	\$6,189,124

4.2.2 Construction Methods

The Town intends to use Contract Services to construct the Project using 56,345 cubic yards of beach compatible sand that will be obtained from a properly licensed, permitted, and qualified supplier of the material. A truck haul construction method includes the following. The sand will be transported from a permitted upland source and offloaded at the existing beach access at the County's Bowditch Point Beach Park subject to the Town and County finalizing their interlocal agreement. A conveyor system will be used to transport sand to the beach. Sand will be delivered along the fill sections utilizing loaders, dozers, graders, and trucks.

To minimize impact to beach use, the fill placement work will begin at the staging area and construction access and work toward the fill segment end, then shift back to the access and work to the other end. Beach sections that are completed and accepted will be turned over for public use.

The following are the general description of the tasks associated with the project

- Mobilization/staging
- Set up MOT
- Temporary pedestrian access routes, temporary fencing at initial work zone
- Install protection for upland dunes
- Initial grade stake out
- Fill placement
- Grading
- Post fill survey
- Upland restoration of staging area
- Clean-up/de-mobilization of equipment
- Project and permit closeout

4.2.3 Construction Schedule

The Town proposes the following schedule.

- Category G Engineering Report Submittal: December 31, 2022
- FEMA Requests for Information and Responses: January - April 2023
- Environmental and Historic Preservation Review: April - December 2023
- Project Worksheet and FEMA Approval: January - March 2024
- Final Design: April - June 2024
- Bid Process: July - September 2024
- Construction: November - December 2024 (avoids sea turtle nesting season)

4.2.4 Permit Status

The use of upland sand sources was included in the 2021 permit application. As of December 2022, FDEP and USACE permits were still in process.

5 CONCLUSION

Estero Island is a barrier island located in Lee County, Florida, along the Gulf of Mexico shoreline. The island is part of the Town of Fort Myers Beach. The North Estero Island Project was initially constructed in 2011 utilizing an engineered design. The Town has the first nourishment project for North Estero Island scheduled for 2023 in conjunction with their island wide project.

Category 4 Hurricane Ian, with maximum sustained winds of 155 mph just shy of a Category 5 storm, made landfall near Cayo Costa, Florida on September 28, 2022 severely impacting parts of Florida's western coast including Estero Island with intense winds, heavy rainfall, and catastrophic storm surge.

By utilizing monitoring and post-storm beach surveys, the total damage for the North Estero Island Project from the landward limit of erosion to the depth of closure and scour holes equaled 56,845 cubic yards.

The next Estero Island Beach Nourishment Project is scheduled for 2023. If FEMA can expedite the EHP process for the Category G request such that the sand placement to offset the incident related erosion of 56,845 cubic yards can occur concurrently with the 2023 nourishment, the cost equates to approximately \$1,408,050.

If the EHP process cannot be expedited for the Category G request, a truck haul project would be proposed to construct the hurricane recovery project with an approximate cost of \$6,189,124.

6 REFERENCES

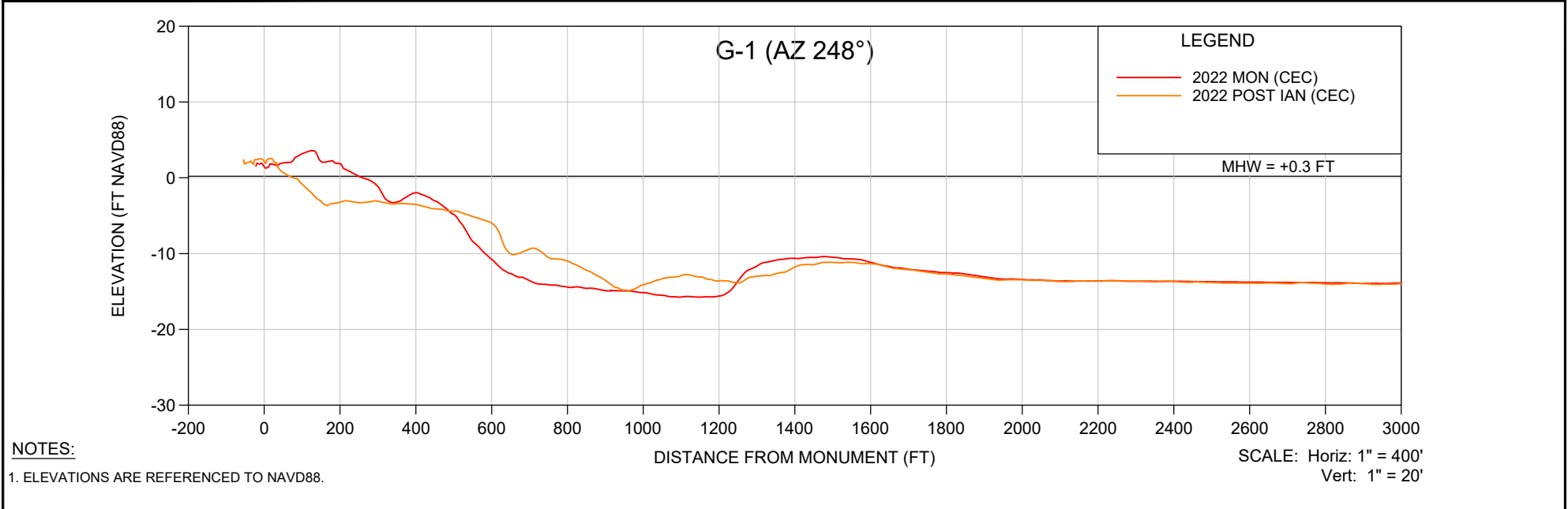
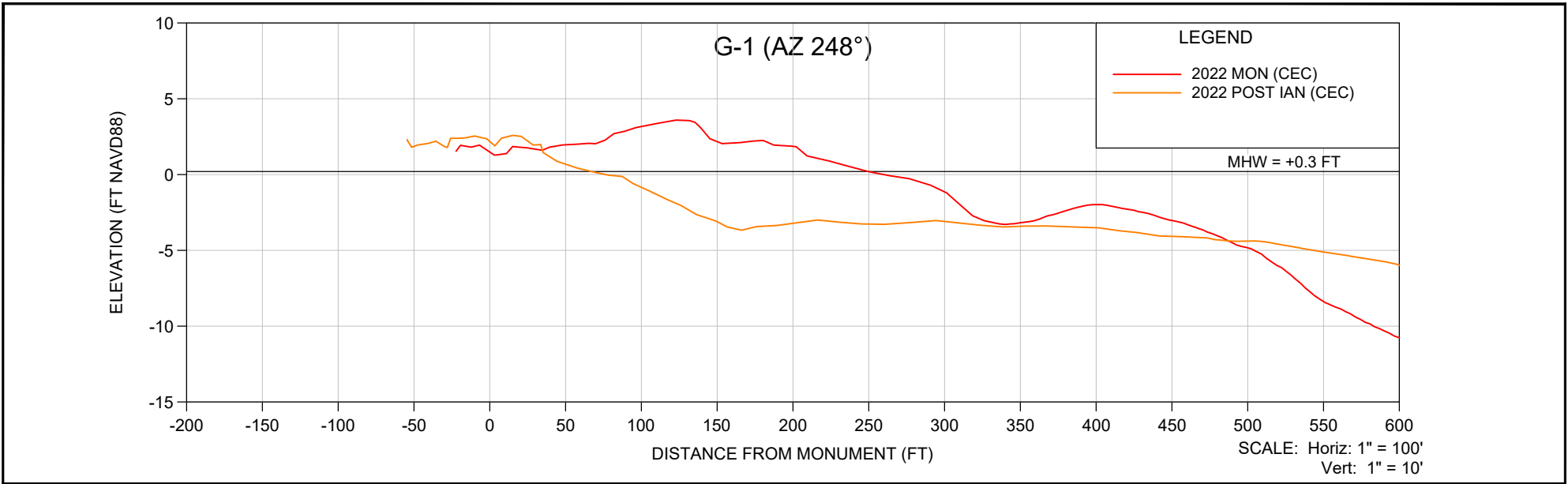
Coast & Harbor Engineering (CHE). 2014. Estero Island Coastal Management Plan.

Coastal Planning & Engineering, Inc. (CPE). 2003. Estero Island and Lovers Key Offshore Sand Source Investigation.

Lee County. 2013. Estero Island Restoration 1st Year Annual Monitoring Report.

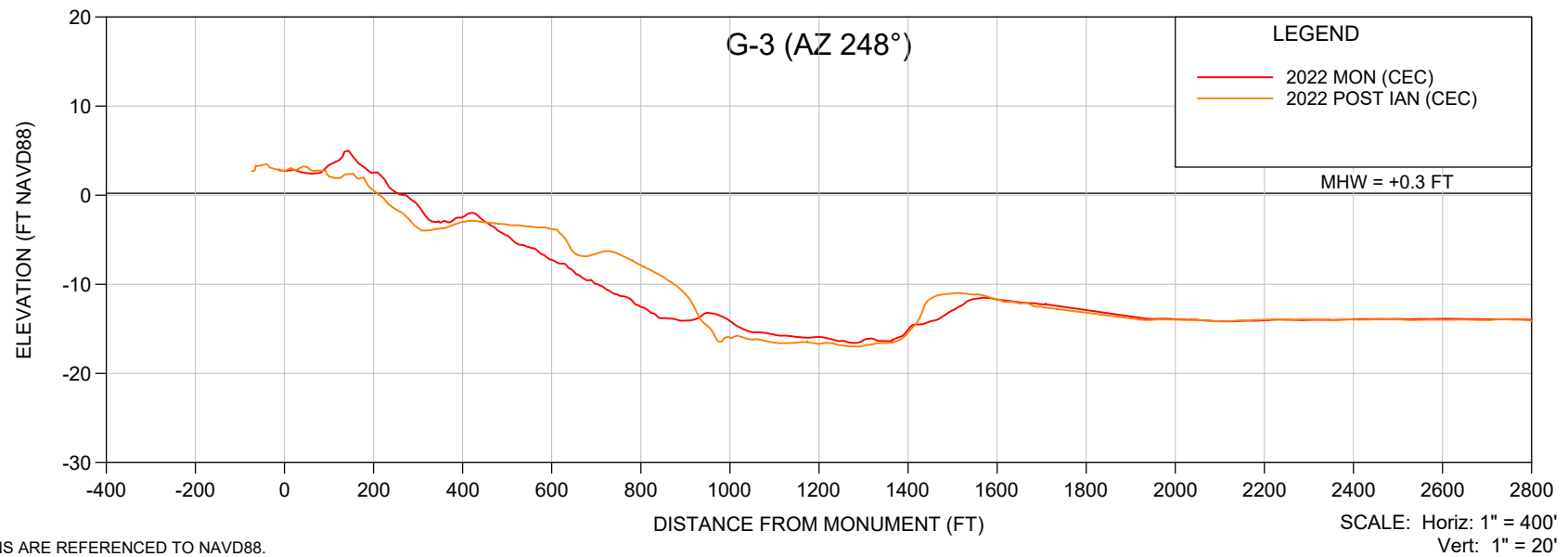
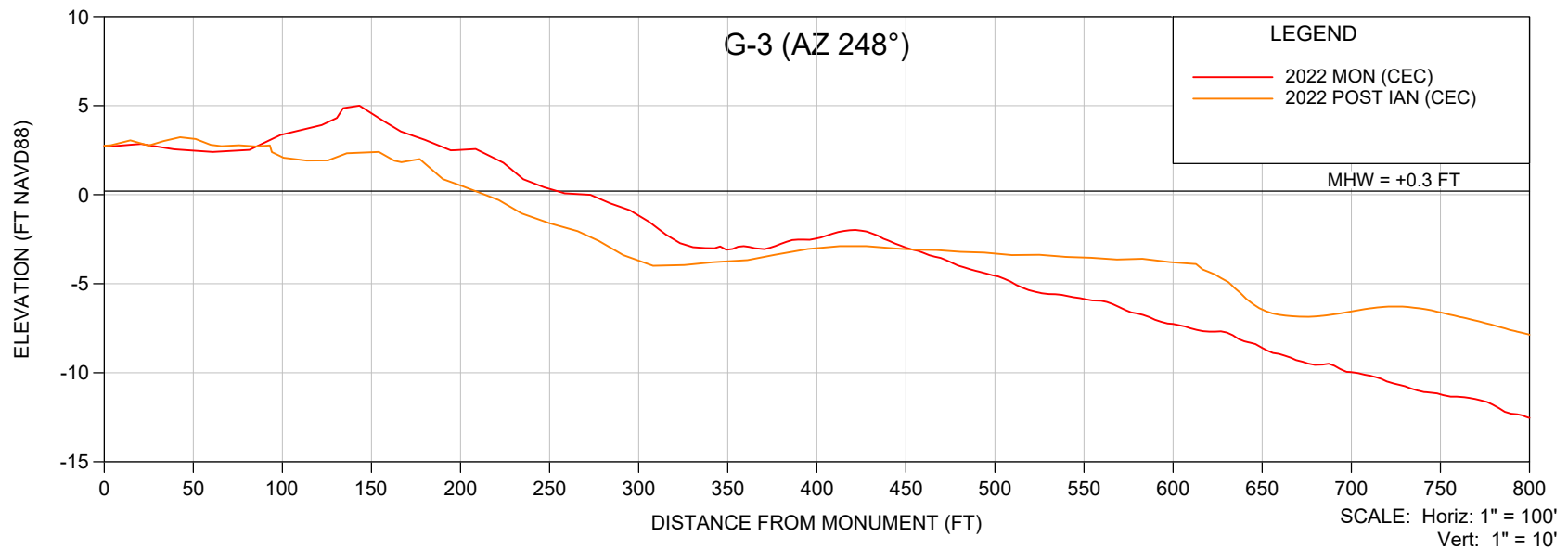
Attachment 1

Storm Impact Profile Comparisons



NOTES:
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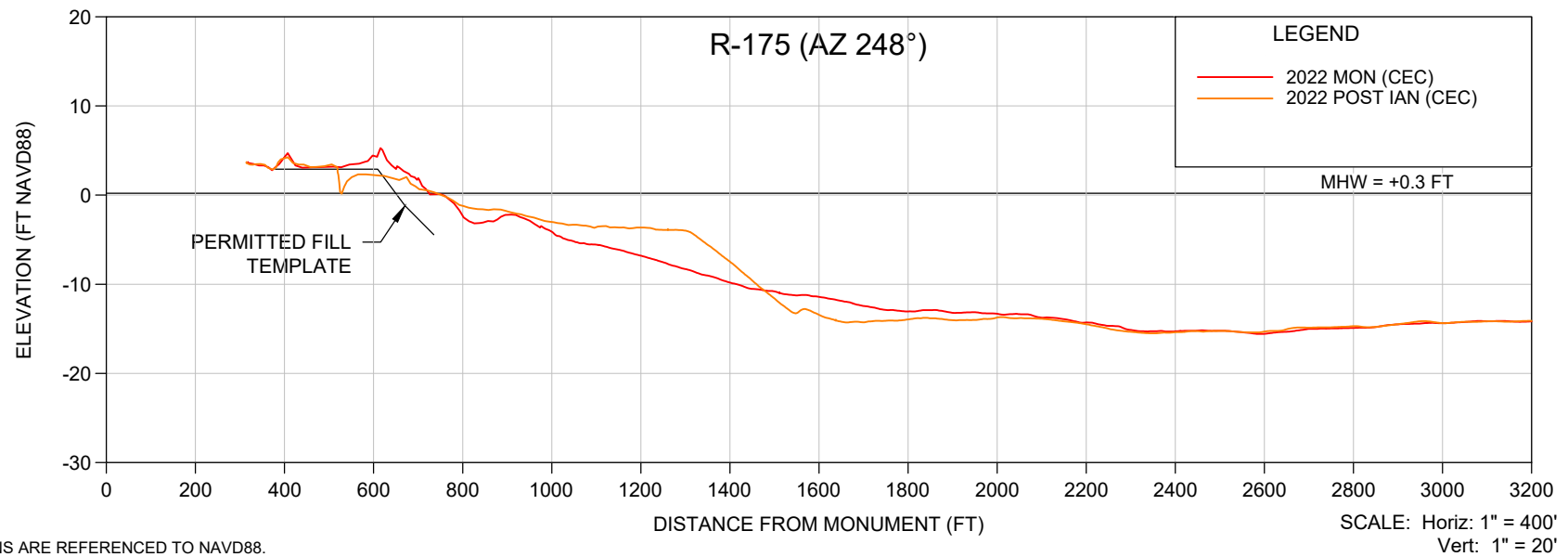
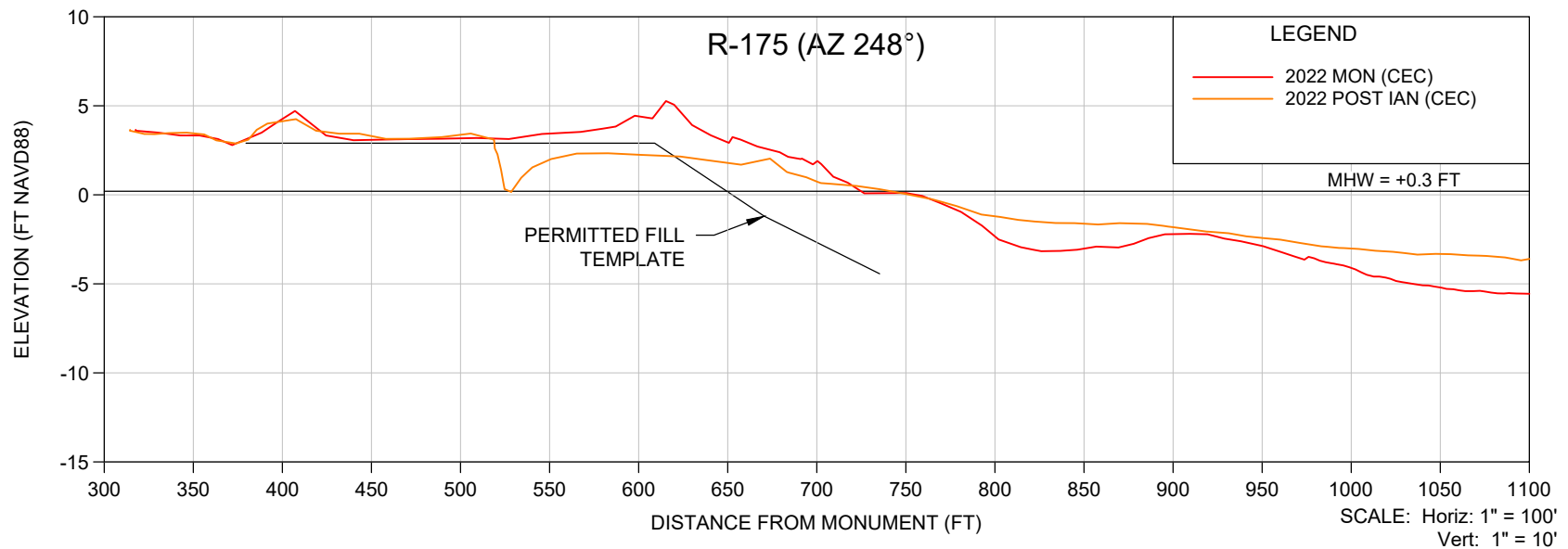
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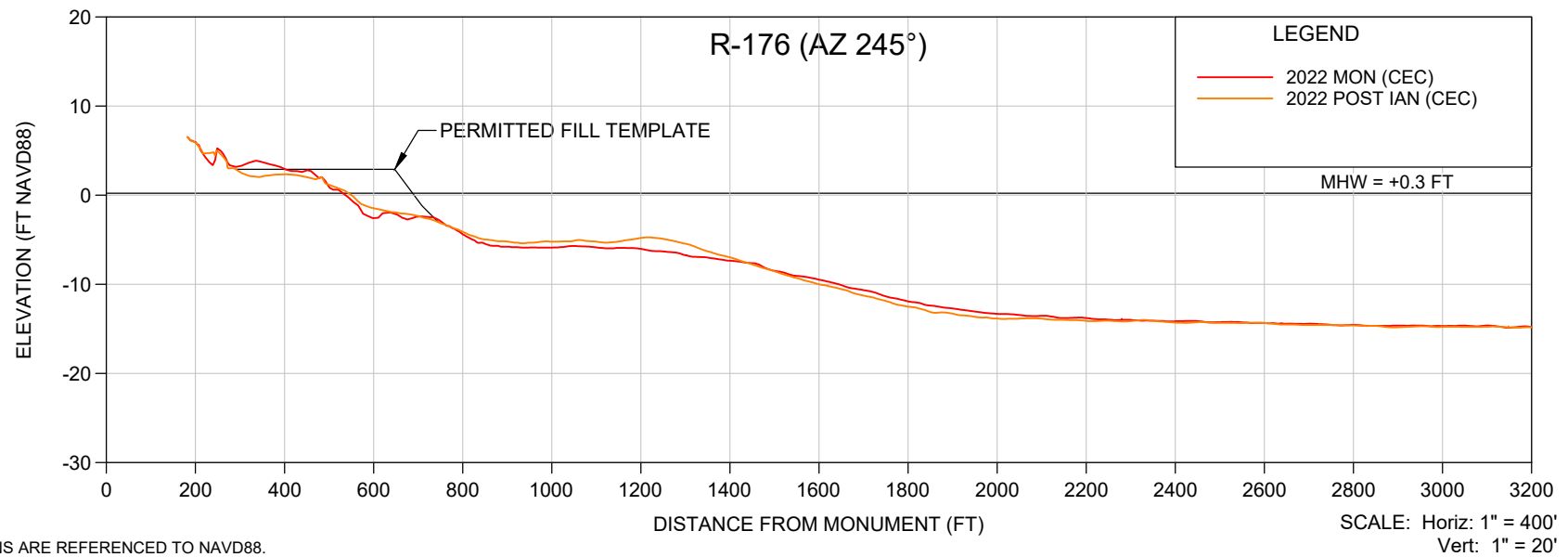
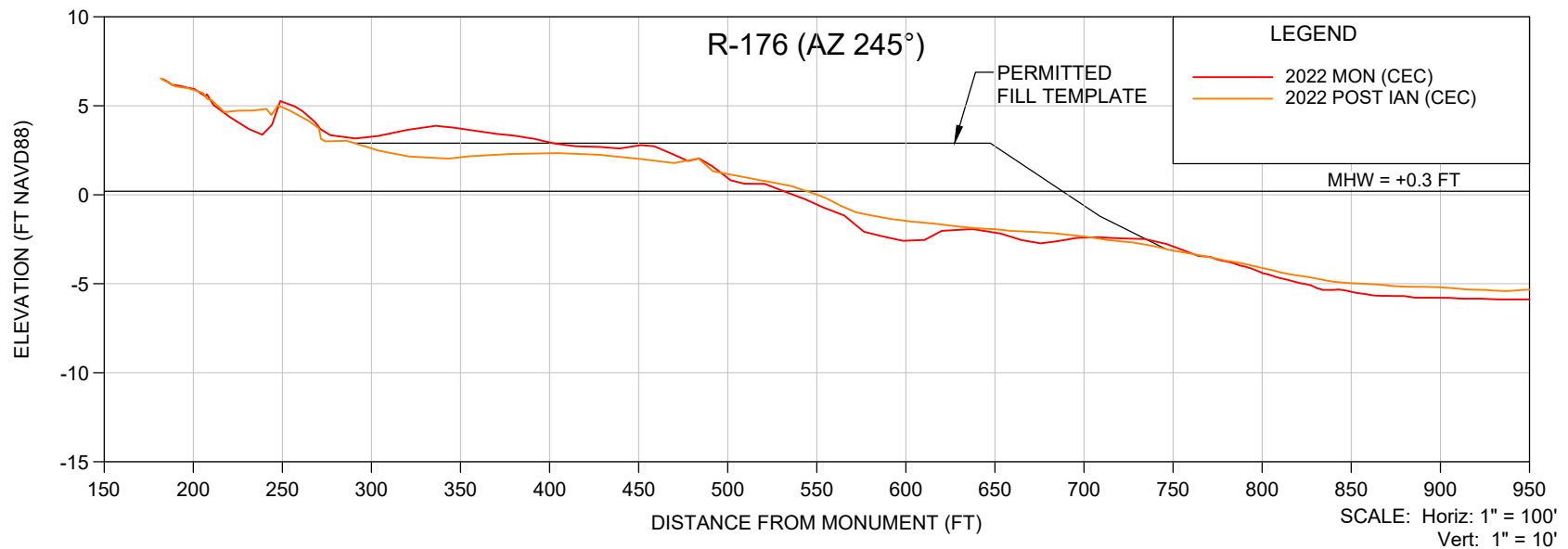
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BY	REVISION DESCRIPTION



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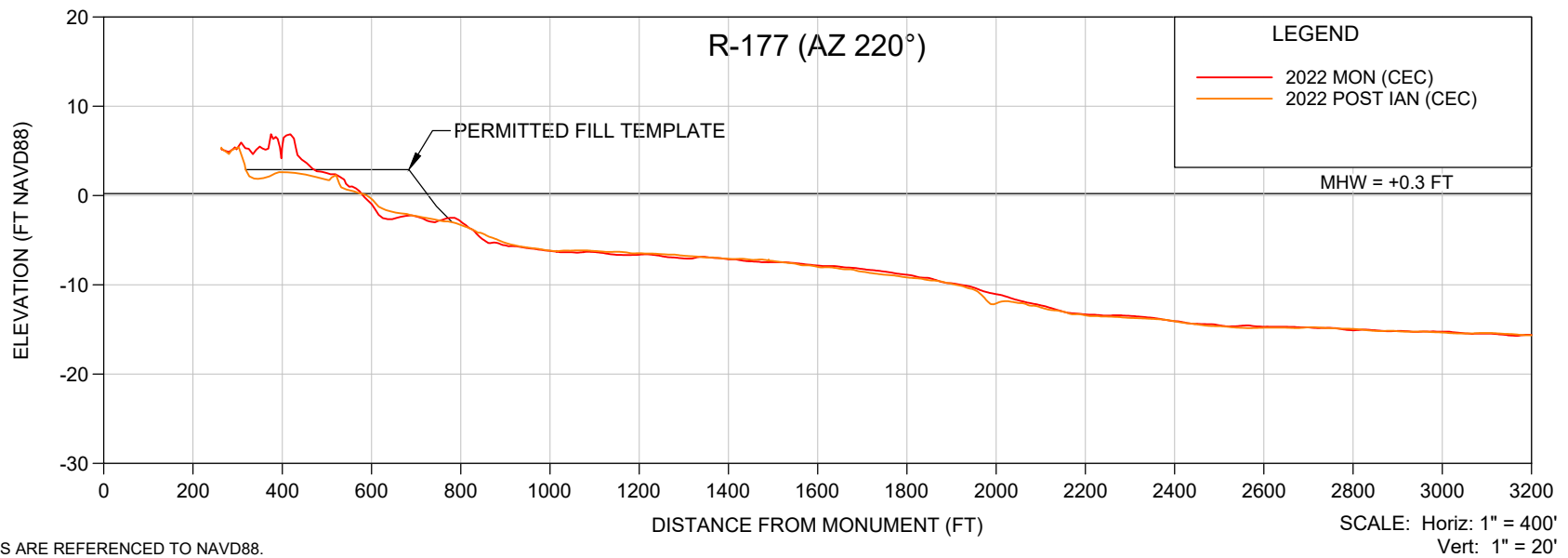
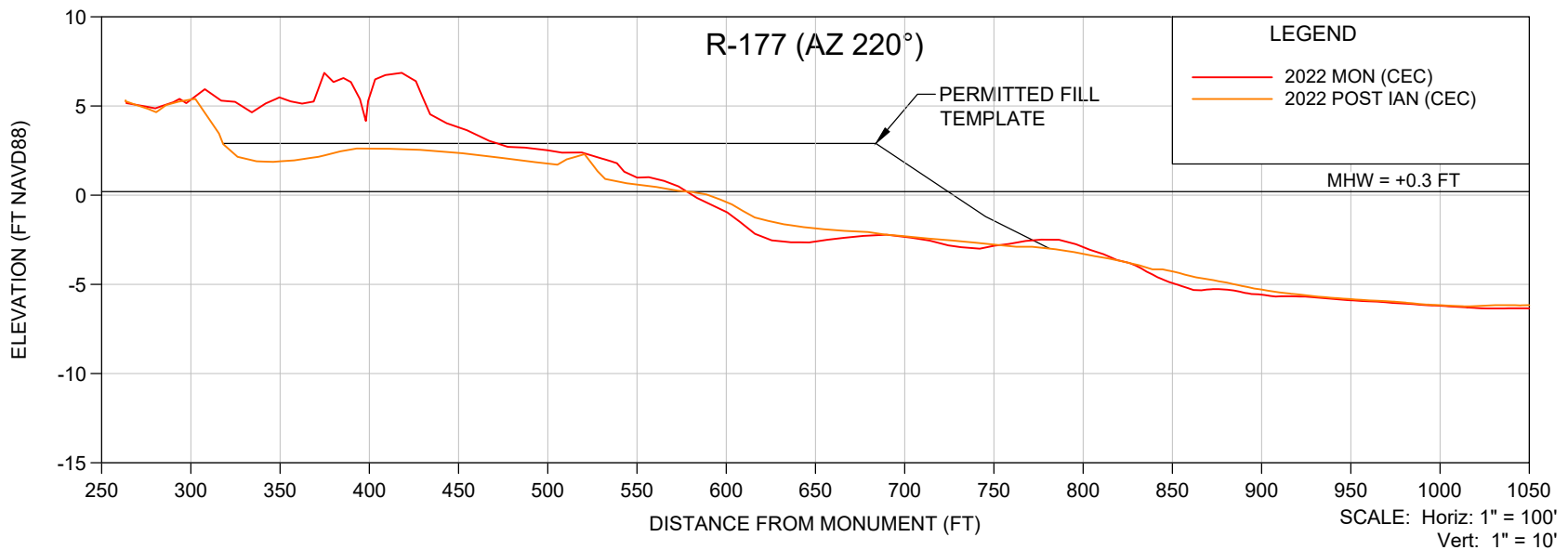
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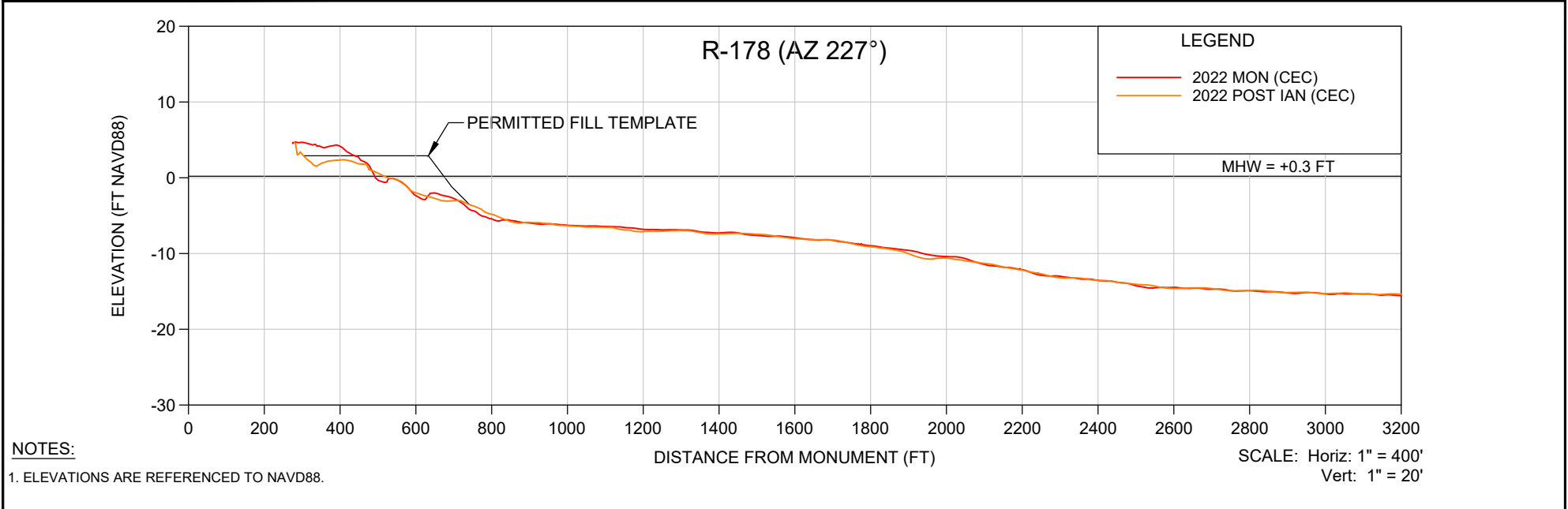
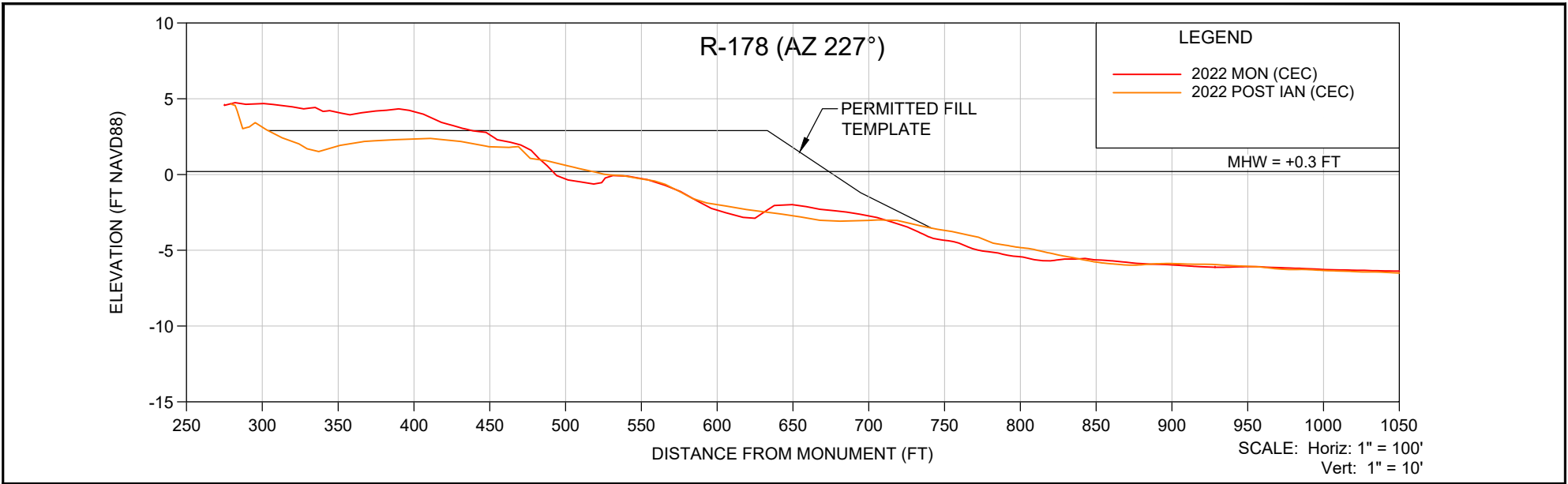
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REF. NO.	22.279	NO.	DATE

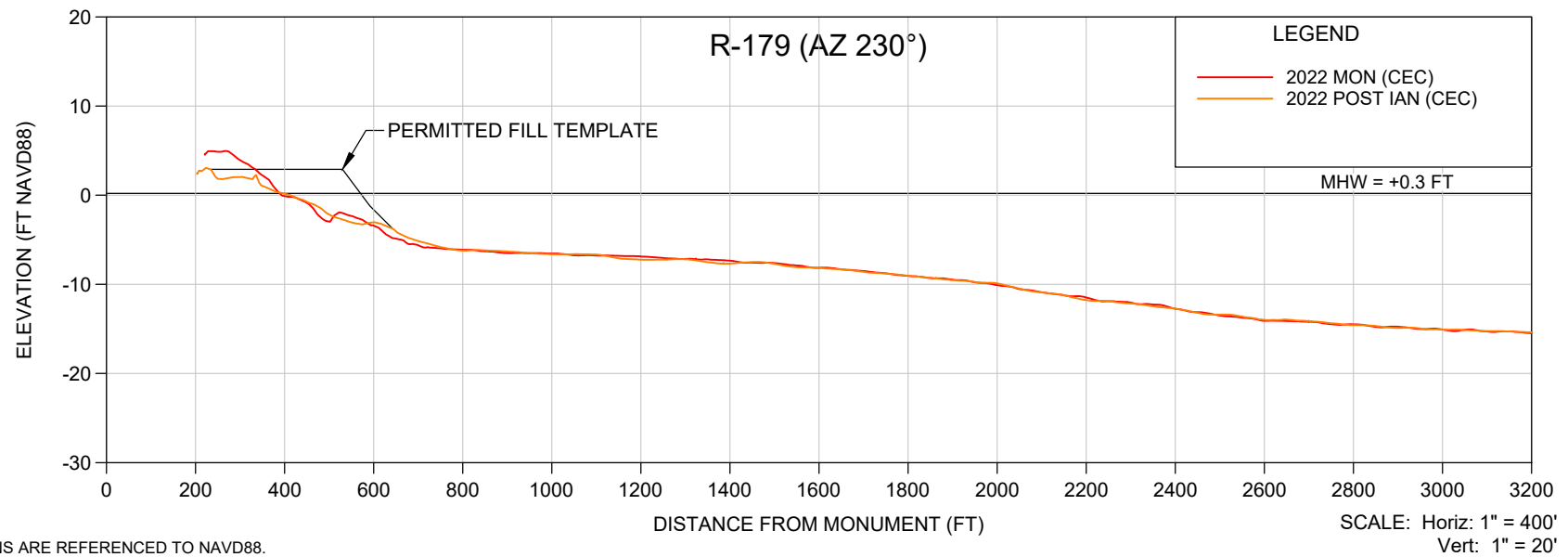
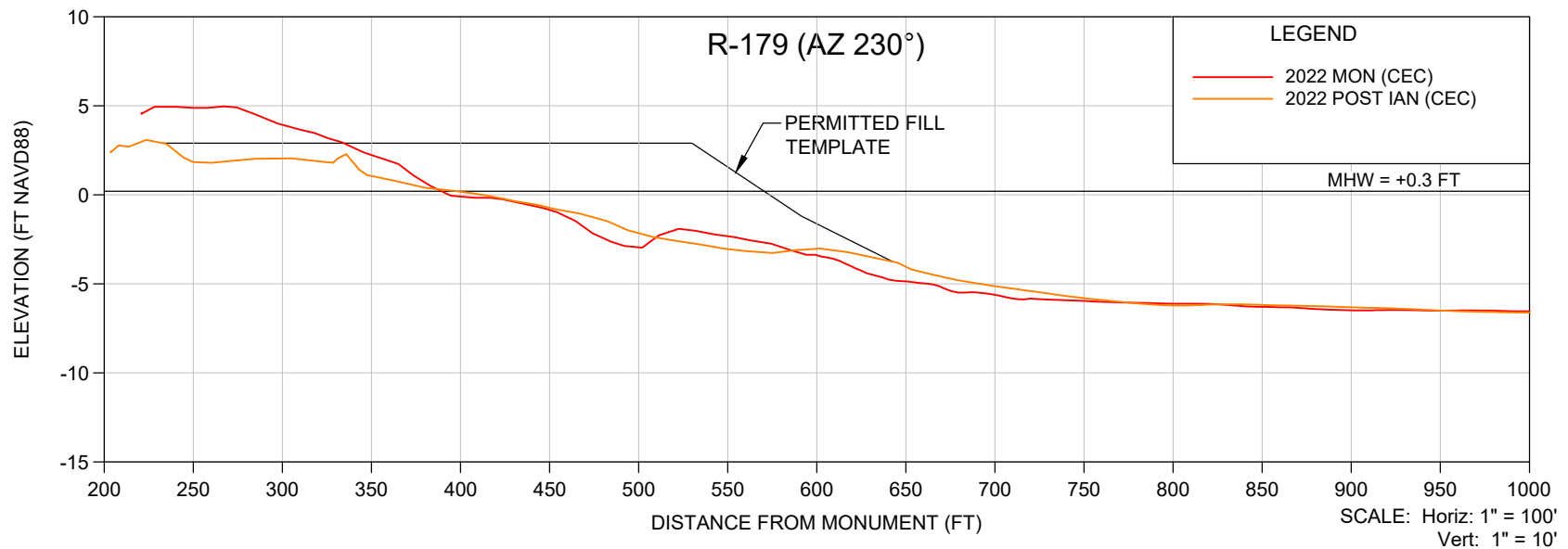
NO.	DATE	BY	REVISION DESCRIPTION



NOTES:

1. ELEVATIONS ARE REFERENCED TO NAVD88.

COASTAL ENGINEERING CONSULTANTS INC. Serving Florida Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135	COASTAL & MARINE ENGINEERING ENVIRONMENTAL & GEOLOGICAL SERVICES SURVEY & MAPPING ENGINEERING: CA 2464 SURVEYING: LB 2464		CLIENT: LEE COUNTY	DATE: 10/12/2022 DRAWN: VVA CHECKED: MTP SEC. TWP. RNG. ACAD NO. 22279 Estero Island Profiles.dwg REF. NO. 22.279	SCALE: AS SHOWN F.B. PG. NO. DATE BY REVISION DESCRIPTION
	PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@ceciff.com		TITLE: R-178 (AZ 227°) POST IAN SURVEY		



NOTES:

1. ELEVATIONS ARE REFERENCED TO NAVD88.

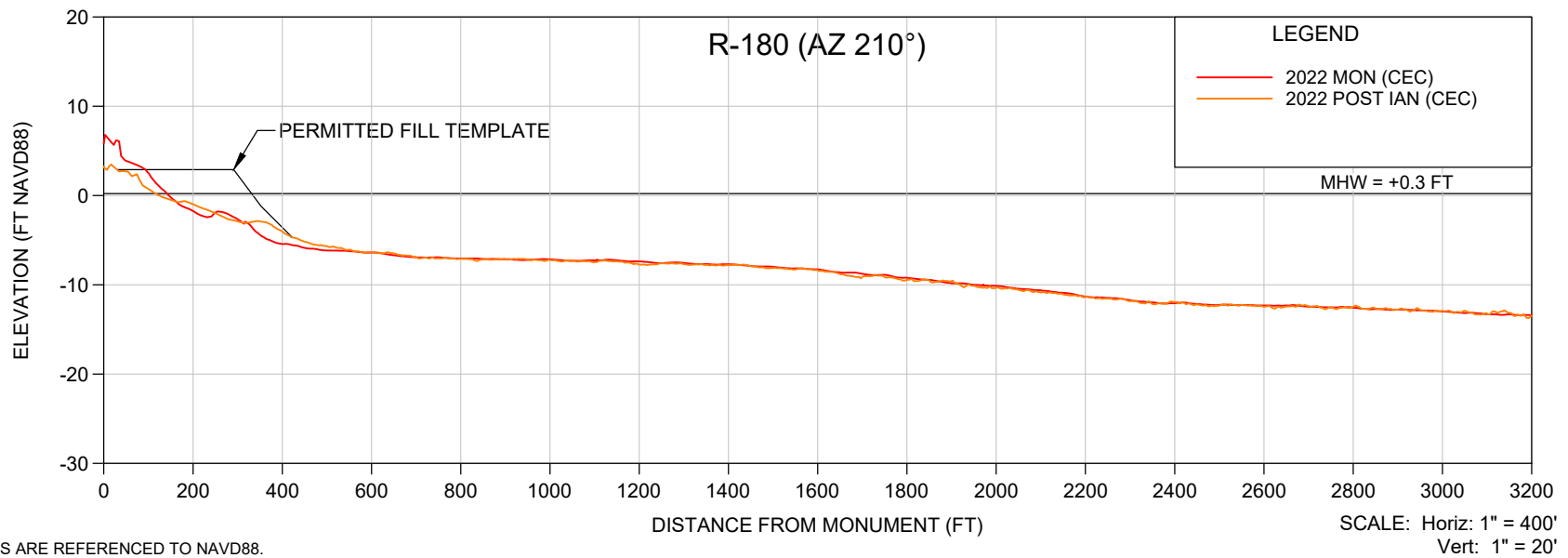
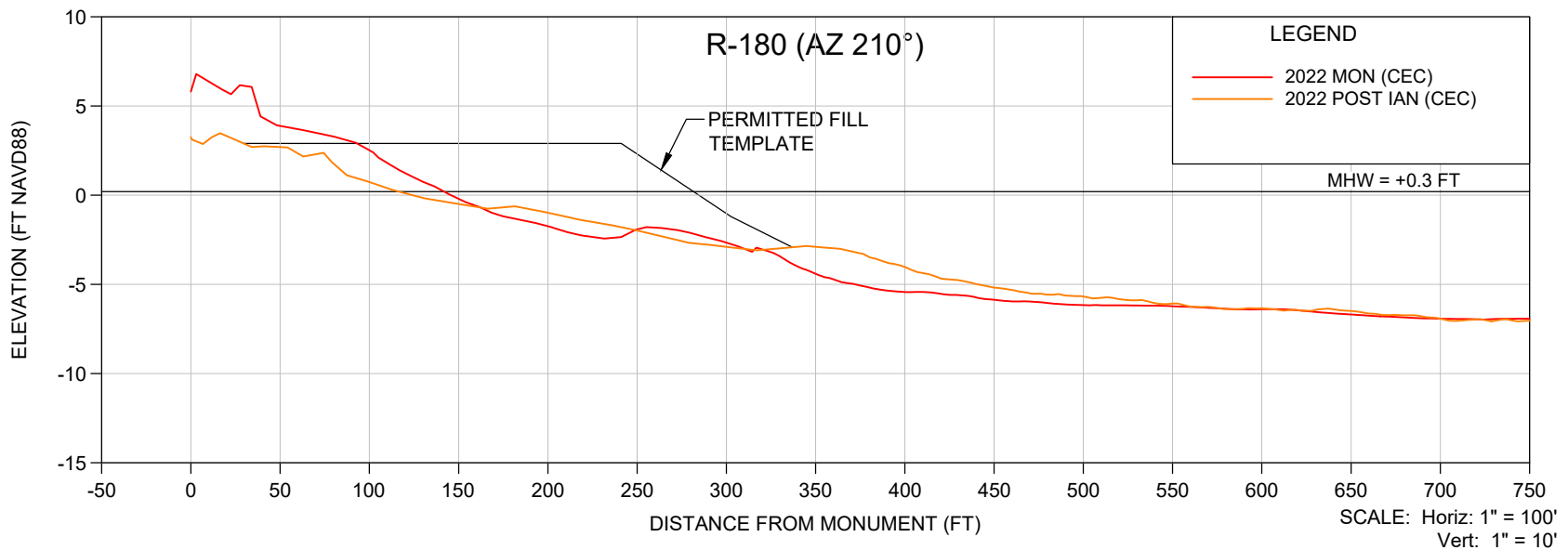
SHEET 8
FILE NO.: 22279-R-179 AZ230

**COASTAL
ENGINEERING
CONSULTANTS
INC.**
 Serving Florida Since 1977
 28421 BONITA CROSSINGS BLVD
 BONITA SPRINGS, FLORIDA 34135

COASTAL & MARINE ENGINEERING
 ENVIRONMENTAL & GEOLOGICAL SERVICES
 SURVEY & MAPPING
 ENGINEERING: CA 2464
 SURVEYING: LB 2464
 PHONE: (239)643-2324
 FAX: (239)643-1143
 www.coastalengineering.com
 E-Mail: info@ceciff.com

CLIENT: **LEE COUNTY**
 TITLE: **R-179 (AZ 230°) POST IAN SURVEY**

DATE:	10/12/2022	SCALE:	AS SHOWN
DRAWN:	VVA	F.B.	
CHECKED:	MTP	PG.	
SEC.	TWP.	RNG.	
ACAD NO.	22279 Estero Island Profiles.dwg		
REF. NO.	22.279	NO.	DATE
		BY	REVISION DESCRIPTION



NOTES:

1. ELEVATIONS ARE REFERENCED TO NAVD88.

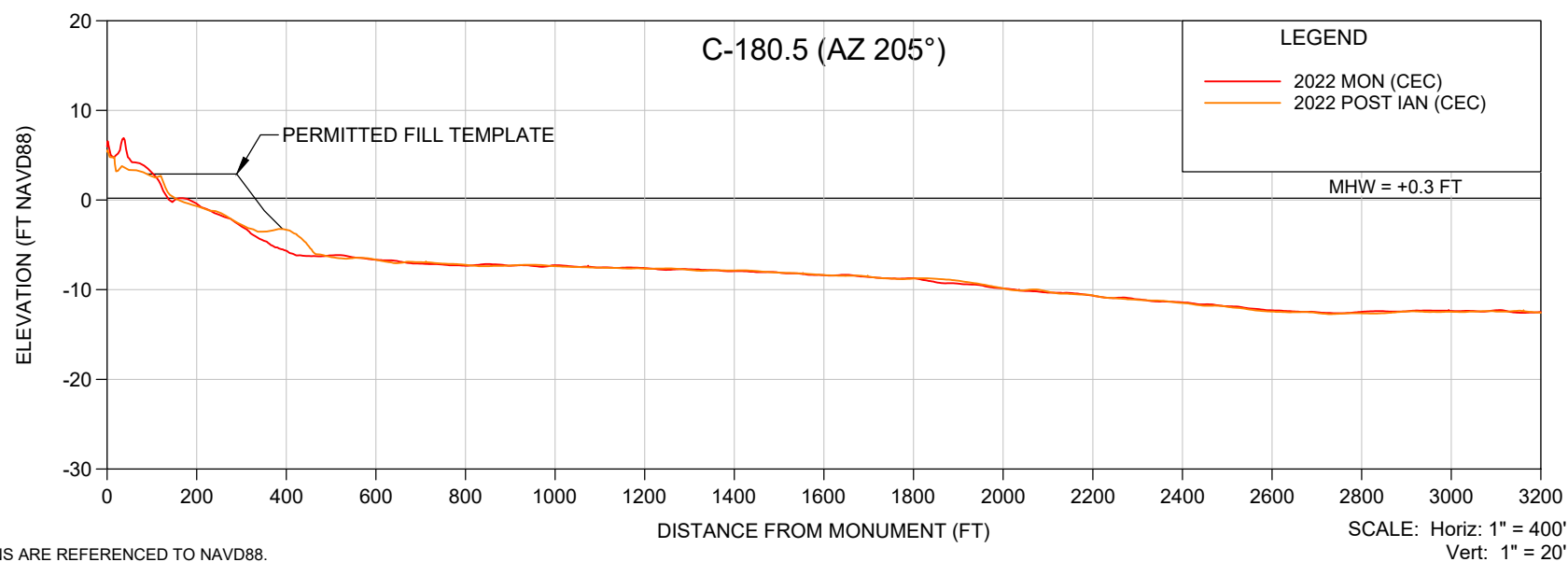
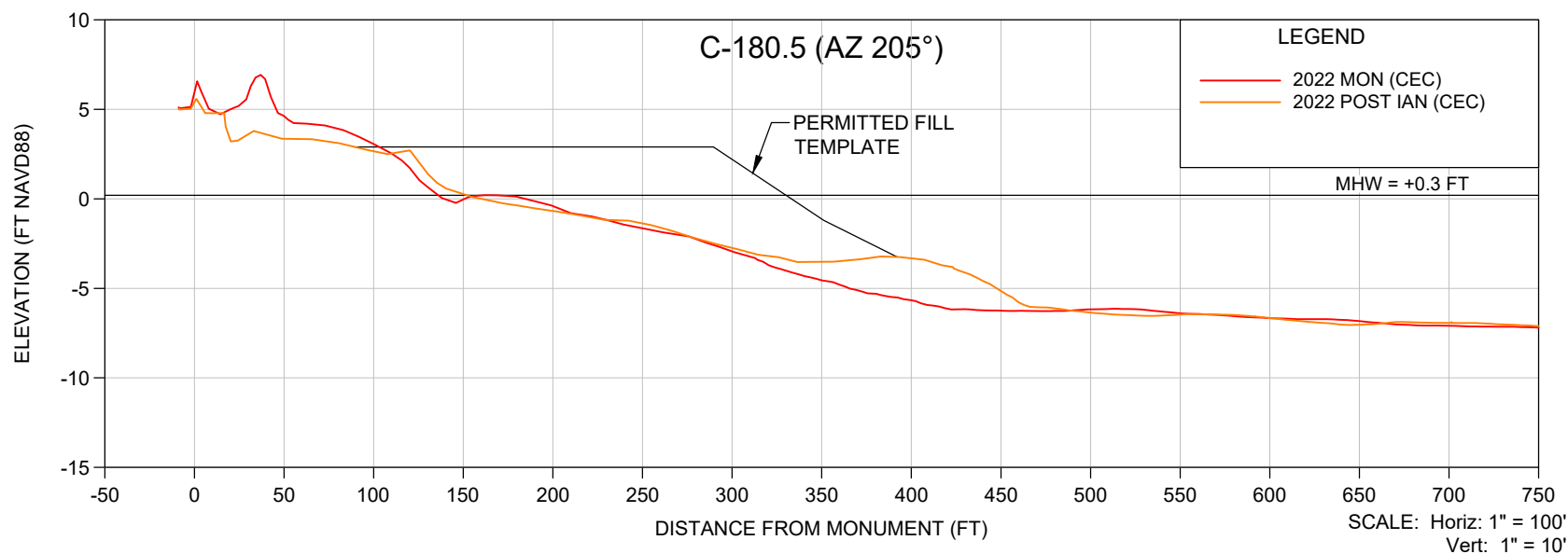
SHEET 9
FILE NO.: 22279-R-180-AZ210

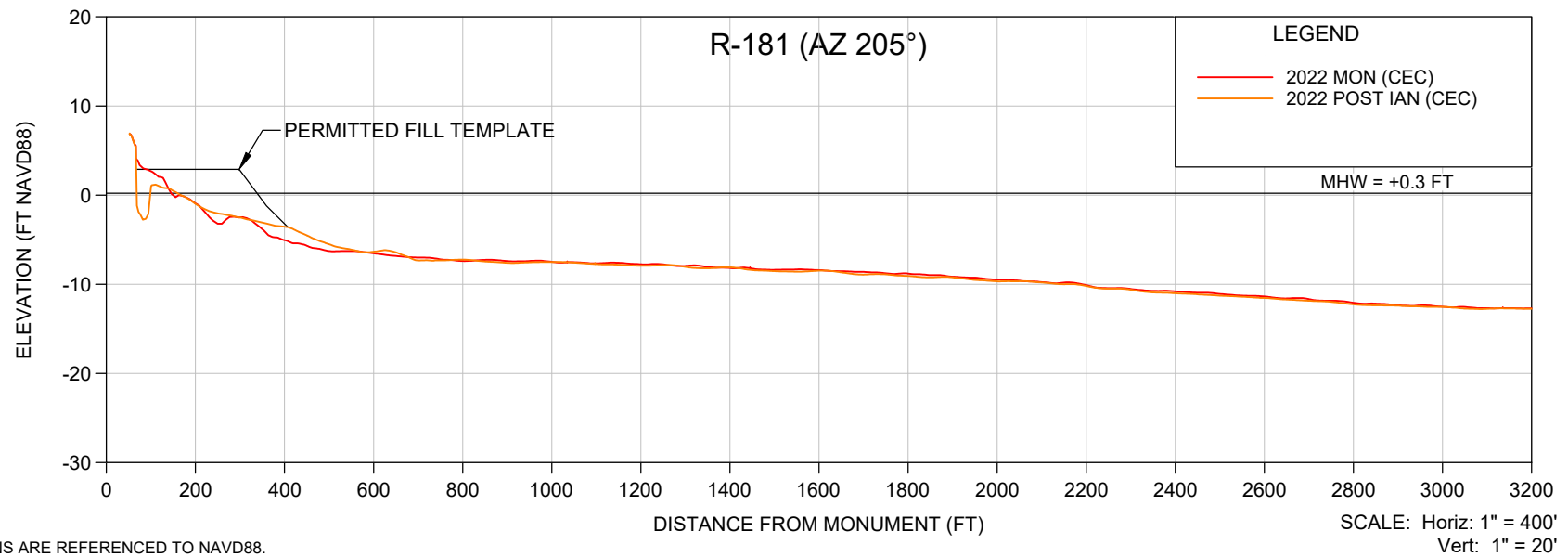
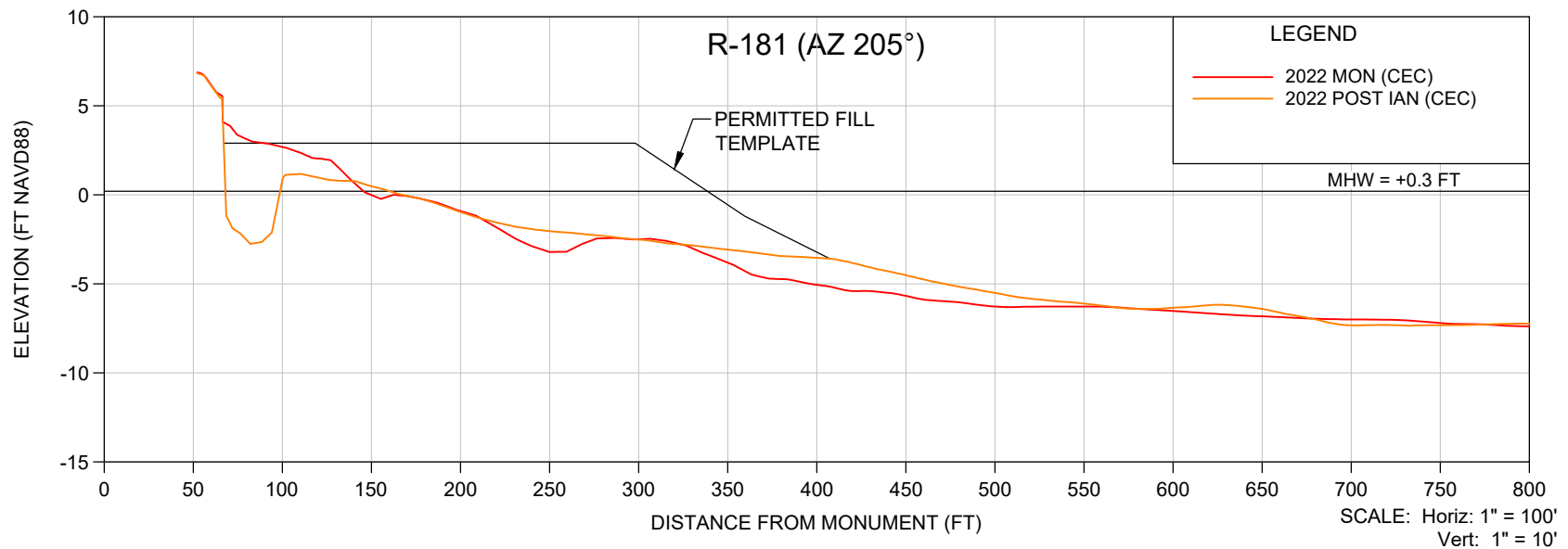
**COASTAL
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COASTAL & MARINE ENGINEERING
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 PHONE: (239)643-2324
 FAX: (239)643-1143
 www.coastalengineering.com
 E-Mail: info@ceciff.com

CLIENT: **LEE COUNTY**
 TITLE: **R-180 (AZ 210°) POST IAN SURVEY**

DATE:	10/12/2022	SCALE:	AS SHOWN
DRAWN:	VVA	F.B.	
CHECKED:	MTP	PG.	
SEC.	TWP.	RNG.	
ACAD NO.	22279 Estero Island Profiles.dwg		
REF. NO.	22.279	NO.	DATE
		BY	REVISION DESCRIPTION





NOTES:

1. ELEVATIONS ARE REFERENCED TO NAVD88.

SHEET 11
FILE NO.: 22279-R-181 AZ205

**COASTAL
ENGINEERING
CONSULTANTS
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 Serving Florida Since 1977
 28421 BONITA CROSSINGS BLVD
 BONITA SPRINGS, FLORIDA 34135

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 www.coastalengineering.com
 E-Mail: info@ceciff.com

CLIENT:

LEE COUNTY

TITLE:

R-181 (AZ 205°) POST IAN SURVEY

DATE:

10/12/2022

SCALE:

AS SHOWN

DRAWN:

VVA

F.B.

CHECKED:

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TWP.

RNG.

ACAD NO.

22279 Estero Island Profiles.dwg

REF. NO.

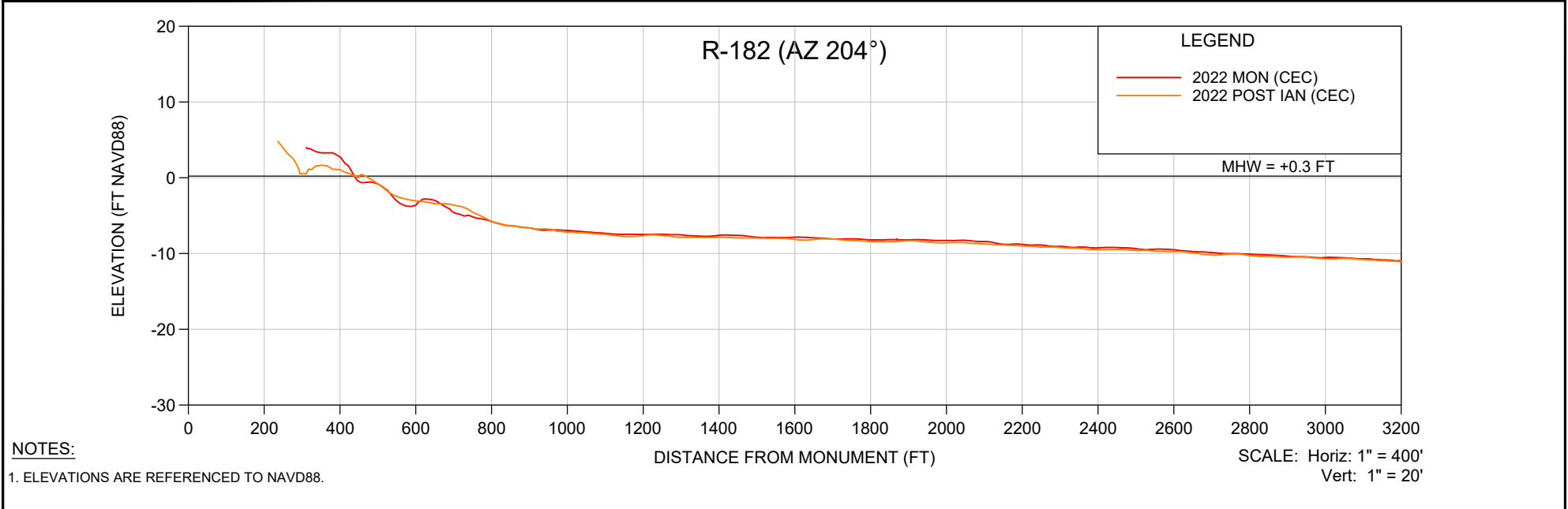
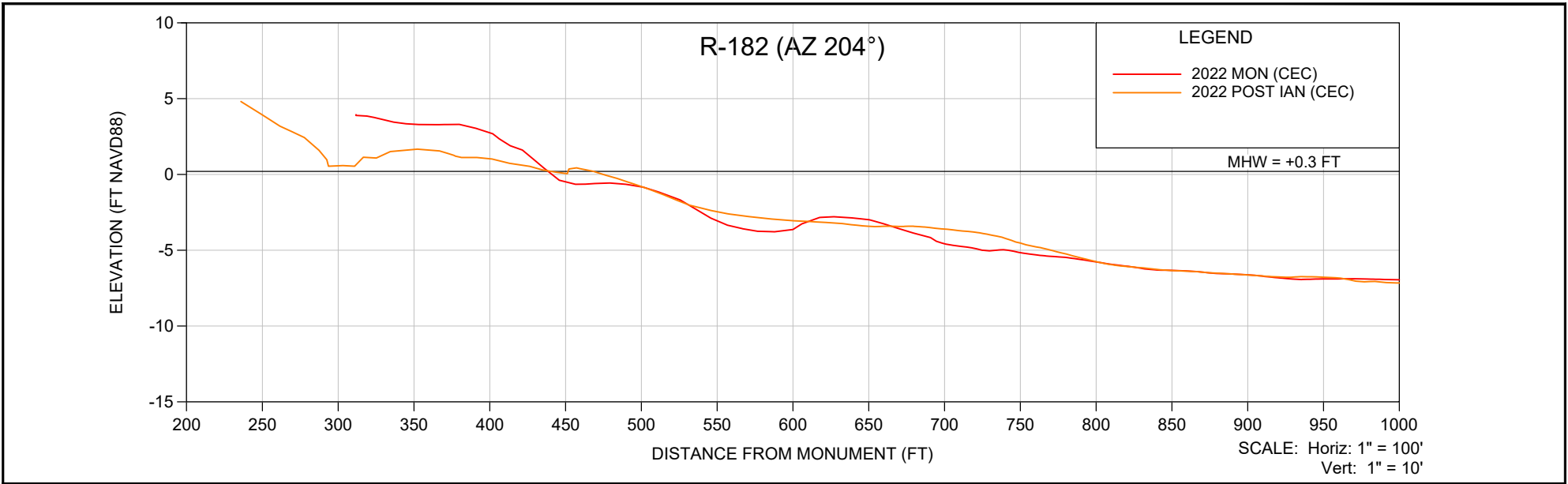
22.279

NO.

DATE

BY

REVISION DESCRIPTION



NOTES:
1. ELEVATIONS ARE REFERENCED TO NAVD88.

SHEET 12 FILE NO.: 22279-R-182-AZ 204	 COASTAL ENGINEERING CONSULTANTS INC. Serving Florida Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135	COASTAL & MARINE ENGINEERING ENVIRONMENTAL & GEOLOGICAL SERVICES SURVEY & MAPPING ENGINEERING: CA 2464 SURVEYING: LB 2464 PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@ceciff.com	CLIENT:	LEE COUNTY	DATE:	10/12/2022	SCALE:	AS SHOWN				
			TITLE:	R-182 (AZ 204°) POST IAN SURVEY	DRAWN:	VVA	F.B.					
					CHECKED:	MTP	PG.					
					SEC.	TWP.	RNG.					
					ACAD NO.	22279 Estero Island Profiles.dwg						
					REF. NO.	22.279						
									NO.	DATE	BY	REVISION DESCRIPTION

Attachment 2

Storm Impact Volume Calculations

**NORTH ESTERO ISLAND POST-IAN STORM ASSESSMENT
STORM IMPACT AND BACKGROUND EROSION VOLUMETRIC CHANGES
CEC FILE NO. 22.279
OCTOBER 26, 2022**

MON	JUN-OCT 2022 VOL CHANGE	MAY 2021 - JUN 2022 VOL CHANGE	JUN-OCT 2022 BACKGROUND EROSION	VOLUME CHANGE DUE TO HURRICANE IAN	TOTAL
GROIN 3					-51,316
	6,234	-750	-241	6,475	
R-175 (248)					
	6,287	-1,488	-477	6,764	
R-176 (245)					
	-11,801	1,444	463	-12,264	
R-177 (220)					
	-17,749	-2,549	-817	-16,931	
R-178 (227)					
	-9,535	-4,413	-1,416	-8,120	
R-179 (230)					
	-11,101	-3,644	-1,169	-9,932	
R-180 (210)					
	-315	496	159	-474	
C-180.5 (205)					
	-374	669	215	-589	
R-181 (205)					
	-14,994	3,899	1,251	-16,245	
R-182 (204)					

SCOUR EROSION VOLUME WITHIN ENGINEERED BEACH BETWEEN PROFILES

CEC collected additional data points to document scour volume between R-181 and R-182 that is not captured by the R-monument Average End Area Analysis presented above

Scour Volume (CY) = -5,529

TOTAL INCIDENT RELATED EROSION DIRECTLY ATTRIBUTED TO HURRICANE IAN = -56,845

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

X Supplemental Task Authorization

NO.: 9

CONTRACT/PROJECT NAME: Estero Island North Category G Project

CONSULTANT: Coastal Engineering Consultants, Inc.

PROJECT NO.: _____

SOLICIT NO.: Estero Island Beach Renourishment

CONTRACT NO.: RFQ-21-09-EN

REQUESTED BY: Chadd Chustz, Environmental Project Manager DATE OF REQUEST: 3/19//2024

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: March 20, 2024

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: March 20, 2024

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: March 20, 2024

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: March 20, 2024

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 March 20, 2024
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

EXHIBIT A

Date: March 20, 2024

SCOPE OF PROFESSIONAL SERVICES ESTERO ISLAND NORTH CATEGORY G PROJECT

The CONSULTANT shall provide the following construction phase services specific to the Category G public assistance grant for repair to Estero Island North for Hurricane Ian Recovery. This STA is a companion authorization to STA #10 which is for the Estero Island Beach Nourishment Project. The scope and budget are based on the Category G Project being constructed concurrent with the Beach Nourishment Project.

TASK 1: CONSTRUCTION PHASE SERVICES

1. Prepare detailed Schedule of Values to include the FEMA and non-FEMA elements of the Project.
2. Review contractor submittals for compliance with contract documents.
3. Attend construction meetings.
4. 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.
5. Prepare and submit summary reports of observations.
6. Conduct pre- and post-construction surveys and compute volume of sand placed to verify quantities.
7. Review pay applications and recommend payments.
8. Prepare and submit monthly progress reports.
9. Prepare and submit final certification.

TASK 2: DUNE PLANTINGS

The CONSULTANT shall provide the following services specific to the Hazard Mitigation component (mature dune plantings) of the Category G public assistance grant.

1. Prepare detailed plans and specifications.
2. Assist Town conduct bid process.
3. Conduct site visits during dune plantings in support of warranty requirements and certifying project completion.
4. Prepare and submit final certification.

Total Cost (of Job): \$56,930

EXHIBIT B

Date: March 20, 2024

COMPENSATION AND METHOD OF PAYMENT
ESTERO ISLAND NORTH CATEGORY G PROJECT

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 1	Construction Phase Services	\$29,580	LS	W.I.P.P.
Task 2	Dune Plantings	\$27,350	LS	W.I.P.P.
TOTAL		\$56,930		

(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 2/14/2024, 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 2/14/2024, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: March 20, 2024

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR
ESTERO ISLAND NORTH CATEGORY G TRUCK HAUL 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)
Principal Engineer			\$225
Principal Surveyor			\$225
Coastal Modeler			\$155
Managing Consultant			\$162
Project Consultant			\$139
Staff Consultant			\$118
2-Man Survey Crew			\$127
1-Man Survey Crew			\$93
Crew Chief			\$116
Crew Member			\$89
Construction Manager			\$108
Senior Designer			\$126
Senior Coordinator			\$89
Laborer			\$52

*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: March 20, 2024

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS
ESTERO ISLAND NORTH CATEGORY G TRUCK HAUL PROJECT

CONSULTANT OR SUB-CONSULTANT NAME: Coastal Engineering Consultants, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
	Breakfast
	Lunch
	Dinner
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	\$12.01 \$11.82 \$24.72
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Permit Fees	Actual Cost
RTK (per day)	\$150
Survey Boat (day)	\$400
Bathymetric Survey System (day)	\$600
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: March 20, 2024

TIME AND SCHEDULE OF PERFORMANCE

ESTERO ISLAND NORTH CATEGORY G TRUCK HAUL 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 1	Construction Phase Services	150	150
Task 2	Dune Plantings	120	270

EXHIBIT D

Date: March 20, 2024

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

ESTERO ISLAND NORTH CATEGORY G TRUCK HAUL 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
None						

1. **Request:**

Meeting Date: April 1, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #10 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION PHASE SERVICES FOR SAND RENOURISHMENT FOR ESTERO ISLAND SHORE PROTECTION PROJECT, FOR A COST OF \$495,600; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

The Estero Island Shoreline Protection Project is necessary to address continuing beach erosion between R-174.5 (terminal groin at Bowditch Park) and R-200 (Lanark St), as well as R-203 (Creciente Condo) and R-207 (Sun Caper). The engineered beach design provides storm impact reduction benefits to upland properties, improves beach habitat for threatened and endangered sea turtles and shorebirds, and creates recreational beach area for visitors and residents.

This supplemental task agreement provides engineering oversight for the Estero Island Shoreline Protection Project.

What the action accomplishes:

This agreement provides construction management for the Estero Island Shore Protection Project for quality control, permit compliance, beach profile and burrow area surveys. These tasks and deliverables are detailed in Exhibit A of Supplemental Task Agreement #10.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Chadd Chustz, Environmental
Services

5. **Background:**

Attachments:

1. 24504 STA 10 Estero Island Nourishment 20240320
2. Resolution 24-70, CEC STA 10 (1) NS UPDATED

Financial Impact:

Costs associated with Supplemental Task Agreement #10 are covered by the Town's Interlocal Agreement with Lee County Tourism Development Council for the Beach Renourishment Project.

The Town is responsible for approximately 15.1% or \$74,835.60 of the \$495,600 cost of STA #10.

6. **Alternative Action**

Do not approve Supplemental Task Agreement #10.

7. **Management Recommendations:**

Approve Supplemental Task #10 of Contract RFQ-21-09-EN.

8. **Recommended Approval:**

Chadd Chustz, Environmental Services
Frankie Kropacek, Operations & Compliance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/25/2024
Approved - 3/25/2024
Approved - 3/27/2024
Approved - 3/27/2024
Final Approval - 3/27/2024

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

X Supplemental Task Authorization

NO.: 10

CONTRACT/PROJECT NAME: Estero Island Beach Nourishment Project

CONSULTANT: Coastal Engineering Consultants, Inc.

PROJECT NO.: _____

SOLICIT NO.: Estero Island Beach Renourishment

CONTRACT NO.: RFQ-21-09-EN

REQUESTED BY: Chadd Chustz, Environmental Project Manager DATE OF REQUEST: March 19, 2024

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: March 20, 2024

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: March 20, 2024

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: March 20, 2024

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: March 20, 2024

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 March 20, 2024
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

EXHIBIT A

Date: March 20, 2024

SCOPE OF PROFESSIONAL SERVICES

ESTERO ISLAND BEACH NOURISHMENT PROJECT: CONSTRUCTION PHASE SERVICES

The CONSULTANT shall provide the following construction phase services specific to the Estero Island Beach Nourishment Project. This STA is a companion authorization to STA #9 which is for the Category G public assistance grant for repair to Estero Island North for Hurricane Ian Recovery. The scope and budget are based on the Beach Nourishment Project being constructed concurrent with the Category G Project.

TASK 1 CONSTRUCTION MANAGEMENT

The Construction Administration budget is based on a 150 day construction window.

Prepare for, attend and represent the Town at one pre-construction conference with the Town and Contractor covering contract obligations, construction plans, general and special conditions, and technical specifications. Record and distribute the minutes of the meeting.

Review the Contractor's work plan, shop drawings and submittals to determine compliance with the plans and specifications. Upon completion of the review, submit to the Town in writing recommended changes or a written approval of the Contractor's work plan, shop drawings and submittals. Review one round of work plan revisions from the Contractor.

Attend construction progress meetings with the Town and Contractor as requested by the Town covering work progress and schedule, conformance to plans and specifications, and other relevant issues that need to be addressed. Record and distribute the minutes of each meeting. Assist the Town and Contractor perform the routine reporting to the Florida Department of Environmental Protection (FDEP) in accordance with the Permits.

Review invoices for payment submitted by the Contractor along with daily records of the Town, Contractor and CEC, and surveys provided by the Contractor and performed by CEC. Determine the amounts of progress payments due based on completion of work. Upon completion of review, submit recommendations to Town for payment of invoices to the Contractor.

Assist the Town in preparing and evaluating required field changes, change orders, or contract modifications requested by the Contractor and submit them to the Town for approval. Provide the Contractor with instructions issued by the Town in addition to providing any necessary interpretations or clarifications of the contract documents requested by the Contractor. Make determinations on non-conforming and unauthorized work as authorized in the contract documents.

Upon receiving written notice from the Town that the Project is substantially complete, conduct a one-time comprehensive review of the Project, prepare a punch list of items needing completion or correction, forward said list to the Town and Contractor, and provide written recommendations to the Town concerning the acceptability of work done and the use of the Project. Upon receiving written notice from the Town that the Project is finally complete, perform final site observations in conjunction with the Town to verify the punch list has been completed and the Project is ready for its intended use, and assist the Town in closing out the construction contract. Prepare and submit the Project Final Certification which shall include a summary Project personnel, final as-built Project features, construction activities, change orders, and other significant milestone dates and comments. Prepare and submit the Agency Final Certifications.

TASK 2 CONSTRUCTION OBSERVATIONS

Provide on-site inspection by a competent and qualified technical representative including the following. Provide on-site determinations of compliance with the Permits, Construction Plans and Technical Specifications, determination of work completed, keeping detailed records of quantities of materials, maintaining weather and working day reports, listing equipment on site, and reporting Contractor's performance and daily activities. The budget includes daily monitoring for 40 days based on a fixed daily rate and 30 half-days on a fixed half-day rate. Payment will be based on the actual number of site visits requested by the Town. Communicate with the Town and Contractor and make deliberate efforts to provide inspection services only when the Contractor, their surveyors, or subcontractors are working.

Perform some or all of the following specific activities during their observation period:

- **Project Layout:** Monitor the Contractor's layout of the Project to assure its compliance with the Construction Plans and Technical Specifications.
- **Site Access and Environmental Impacts:** Monitor that the Contractor accesses the site through approved routes and conducts their work in accordance with the environmental protection measures as defined in the Permits, Construction Plans, and Technical Specifications. Document and report to the Town any non-compliance with these measures as soon as practicable after observing same.
- **Construction Progress:** Monitor the progress of construction performed by the Contractor and any sub-contractors for conformance to the Construction Plans and Technical Specifications and any field or change orders issued by the Town. The Owner's Representative shall monitor the outfall of the hydraulic dredging activities and fill placement on the schedule and method defined in the Permits and FDEP approved Sediment Quality Assurance / Quality Control Plan (QA/QC) to verify that the fill material is excavated and placed in accordance with the Permits. Complete and submit inspection reports to the Town for review including the Contractor's daily activity, significant events, amount of work performed including quantities of material placed, equipment on site, weather conditions, and any other pertinent information.
- **Dredge Quality Management:** Review the Contractor's daily dredge reports to verify compliance with the Project Technical Specifications and QA/QC Plan.
- **Observation of Surveys:** Observe the surveys conducted by the Contractor's surveyor to verify that methods, instrumentation, benchmarks, and records are done in accordance with the Project Technical Specifications.
- **Sediment Placement:** Conduct sediment sampling and analyses during construction and post-construction in accordance with the FDEP approved QA/QC Plan.
- **Monitors:** Coordinate with the Contractor's biological monitors for shorebird protection and the Town's sea turtle monitors.
- **Compaction Testing:** Conduct compaction testing to verify the Contractor's tilling was completed in accordance with the Permits.

TASK 3 CONSTRUCTION SURVEYS

Conduct the pre- and post-construction beach profile surveys (before dredge and after dredge) in acceptance sections having an approximate length of 1,000 feet per section. Pay profiles of active beach zone will be collected at 100-ft intervals from 400 feet north to 400 feet south of permitted fill limits. Compute the pay volumes.

TASK 4 PHYSICAL MONITORING

Conduct the following monitoring activities in accordance with the FDEP approved Physical Monitoring Plan and current version of the "Monitoring Standards for Beach Erosion Control Projects" as established by the FDEP. Project horizontal reference will be the Florida State Plane Coordinate System, West Zone (0902), NAD 83 in US Survey Feet. Project vertical reference will be the North American Vertical Datum of 1988 (NAVD88), in feet. Water depths will be corrected for tidal variations and reduced to Project vertical datum.

Establish horizontal and vertical control, one-time, on the uplands within the Project to be used for survey control and by the Contractor for survey control and construction stake-out of the work limits.

Conduct pre-construction and post-construction beach profile monitoring surveys of the active beach zone along the shoreline at each reference monument (R monument) from C174-A to R-210 including seven (7) half-monuments along the historical azimuths and extents.

Contract with a certified laboratory to conduct sediment testing on the post-construction samples in accordance with the FDEP approved QA/QC Plan.

Contract with an aerial company to collect aerial photography of the beach concurrently with the post-construction survey, as close to the date of the beach profile surveys as possible, and during approximate low water tide on that date.

Prepare and submit to the agencies the Post-Construction / Physical Monitoring Report including the results of the monitoring surveys indicating the performance of the beach fill project, identifying erosion and accretion patterns within the monitored area, and presenting the survey data and deliverables.

TASK 5 ENVIRONMENTAL MONITORING

Retain agency approved Shorebird Consultants to conduct the Permit required monitoring and reporting for the 2024 shorebird nesting season and assisting with establishing Permit required signage and marking. Provide technical support services for the Town through the Shorebird Consultants' implementation of the monitoring, reporting, and signage. Prepare graphics showing nesting locations and similar information derived from Shorebird Consultants daily reports. Prepare and submit construction monitoring report to the agencies.

Retain agency approved Shorebird Consultants to conduct the Permit required post-construction wintering bird monitoring and reporting in accordance with the Project Permits from completion of construction to May 15, 2025. Surveys shall be conducted three times per 30-day period. Prepare and submit first year post-construction wintering bird monitoring report to the agencies.

TASK 6 FUNDING, ADMINISTRATION, AND STAKEHOLDERS

Prepare Resolution for Town Council to approve agreeing to provide the local cost-share and affirming their support for Project and the FY2025-2026 Funding Request. Assist the Town prepare and submit the FY2025-2026 Funding Application to the State for inclusion in the Beach Management Funding Assistance Program. Respond to one DEP Request for Additional Information per Funding Request.

Throughout the progress of work under the above sub-tasks, manage and coordinate the Project team's internal efforts and maintain informal contact with the Town staff. "Informal contact" includes meeting with the Town's Project Manager routinely, necessary telephone contact, emails, and similar activities. Prepare written monthly progress reports. Prepare Project schedule and update it as tasks and milestones are met.

Attend and present at two(2) meetings such as Town Council, Town Committees, and Tourist Development Council. Provide technical support services for the Town specific to stakeholder coordination. Prepare for and participate in the meetings. Prepare a written summary of the meetings.

TASK 7 BORROW AREA SURVEYS

If the Contractor utilizes the Nearshore Borrow Area, conduct pre-construction and post-construction surveys of the Nearshore Borrow Area along the historical azimuths and extents.

If the Contractor utilizes the Offshore Borrow Area, conduct pre-construction survey of the Offshore Borrow Area in accordance with the Bureau of Ocean Energy Management standards and methods described in the U.S. Army Corps of Engineers Hydrographic Survey Manual EM 1110-2-1003. The survey includes a multibeam hydrographic survey plan designed to develop 100% sounding coverage of the survey area to a grid resolution of 3 feet x 3 feet. The trackline plan will consist of generally parallel lines spaced at appropriate intervals (depending on depth) to accomplish the full bottom coverage objective with appropriate line to line overlap. Planned trackline spacing is variable and based on a three times water depth spacing with 10%

overlap. Additional crosslines will be collected at a trackline spacing of 1000 feet for QA/QC purposes. The surveys will extend a minimum of 500 feet beyond the planned excavation limits of the borrow area.

The budget is based on one pre-construction survey of the Offshore Borrow Area. The post-construction survey would be conducted by Lee County as their pre-construction survey for their project.

DELIVERABLES

Task 1

- Pre-Construction Meeting Minutes
- Technical Review Memorandum of Work Plan, Shop Drawings, and Submittals
- Construction Progress Meeting Minutes
- Pay Request Reviews and Recommendations
- Field Orders, Changes Orders, and Contract Modifications
- Contract Document Interpretation
- Certificate of Substantial Completion and Punch List
- Certificate of Final Completion
- Agency As-Built Certifications (FDEP and USACE)

Task 2

- Construction Observation Reports

Task 3

- Pay Survey Field Notes, Profiles Plots, Pay Quantity Calculations and Data Files

Task 4

- R-monument Profile Survey Field Notes, Plots, and Data Files
- Sediment Sampling Laboratory Test Results
- Physical Monitoring Report

Task 5

- Nesting Shorebird Monitoring Report
- Wintering Bird Monitoring and Report

Task 6

- FY2025-2026 Funding Application
- Meeting Presentations
- Project Schedule

Task 7

- Borrow Area Survey Field Notes, Cross Section Plots and Data Files

EXHIBIT B

Date: March 20, 2024

COMPENSATION AND METHOD OF PAYMENT
ESTERO ISLAND BEACH NOURISHMENT PROJECT

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 1	Construction Management	\$63,820	LS	W.I.P.P.
Task 2	Construction Observations	\$108,600	LS	W.I.P.P.
Task 3	Construction Surveys	\$155,080	LS	W.I.P.P.
Task 4	Physical Monitoring	\$76,550	LS	W.I.P.P.
Task 5	Environmental Monitoring	\$35,600	LS	W.I.P.P.
Task 6	Funding, Administration, and Stakeholders	\$10,960	LS	W.I.P.P.
Task 7	Borrow Area Surveys	\$44,990	LS	W.I.P.P.
TOTAL		\$495,600	LS	

(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 12/27/2023, 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 12/27/2023, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: March 20, 2024

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)
Principal Engineer			\$225
Principal Surveyor			\$225
Coastal Modeler			\$155
Managing Consultant			\$162
Project Consultant			\$139
Staff Consultant			\$118
2-Man Survey Crew			\$127
1-Man Survey Crew			\$93
Crew Chief			\$116
Crew Member			\$89
Construction Manager			\$108
Senior Designer			\$126
Senior Coordinator			\$89
Laborer			\$52

*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: March 20, 2024

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

ESTERO ISLAND BEACH NOURISHMENT PROJECT

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

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

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	\$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
	Breakfast
	Lunch
	Dinner
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	\$12.01 \$11.82 \$24.72
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Permit Fees	Actual Cost
RTK (per day)	\$150
Survey Boat (day)	\$400
Bathymetric Survey System (day)	\$600
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: March 20, 2024

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 1	Construction Management	150	150
Task 2	Construction Observations	150	150
Task 3	Construction Surveys	150	150
Task 4	Physical Monitoring	90	240
Task 5	Environmental Monitoring	400	400
Task 6	Funding, Administration, and Stakeholders	400	400
Task 7	Borrow Area Surveys	60	460

EXHIBIT D

Date: March 20, 2024

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

RESOLUTION NUMBER 24-70

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING SUPPLEMENTAL TASK AGREEMENT #10 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION PHASE SERVICES FOR SAND RENOURISHMENT FOR ESTERO ISLAND SHORE PROTECTION PROJECT, FOR A COST OF \$495,600; 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 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 #10 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 #10 of Contract # RFQ-21-09-EN between the Town and Coastal Engineering Consultants, Inc., for \$495,600. A copy of the Supplemental Task Order #10 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	_____
Scott Safford, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this 1st day of April 2024 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 April 2024.

1. **Request:**

Meeting Date: April 1, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING CHANGE ORDER #1 OF CONTRACT ITB-24-02-EN BETWEEN THE TOWN AND EARTH TECH ENTERPRISES, INC. TO CONSTRUCT A SAND BERM AND FILL SCOURS ALONG THE NORTH ESTERO ISLAND BEACH SEGMENT, LOCATED BETWEEN FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REFERENCE MONUMENTS R-174.5 TO R-182, FOR A COST OF \$1,183,430.

Why the action is necessary:

The beach along North Estero Island segment is scoured and low lying due to Hurricane Ian. Upland properties have experienced overwash into their properties at least 2 times since Hurricane Ian. The sand berm will provide much needed protection until the beach renourishment project is restores the engineered design for storm impact reduction benefits.

What the action accomplishes:

The Change Order #1 will construct a sand berm along the North Beach Segment of Estero Island from Bowditch Point Park (R-174.5) to Crescent Park (R-180).

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Chadd Chustz, Environmental Services

5. **Background:**

Hurricane Ian devastated the beaches of the Town of Fort Myers Beach resulting in dramatic losses of sand and elevation. The total damage for North Estero Island from the landward limit of erosion to the depth of closure equals a net loss of 56,845 CY. Based on the erosion assessment, the shoreline segment from the terminal groin to R-176, corresponding to the southern end of Bowditch Point Park, experienced accretion equal to 13,239 CY. The shoreline segment from R-176 to R-182 experienced erosion of 70,084 CY.

Attachments:

1. Final Resolution 24-72 - Change Order #1-Earth Tech North Estero Island Berm Project (1) ns - cdc
2. Estero Island Truck Haul Beach Nourishment CHANGE ORDER # 1
3. 23LE4_A1 TOWN OF FT. MYERS BEACH 2022 HURRICANE IAN And NICOLE RECOVERY PROJECT - EXECUTED

Financial Impact:

Change Order #1 will be funded by Agreement 23LE4 between the Town of Fort Myers Beach and the Florida Department of Environmental Protection.

6. **Alternative Action**

Do not approve Change Order #1 for Contract ITB-24-02

7. **Management Recommendations:**

Approve Change Order #1 of Contract ITB-24-02-EN to construct sand berm and fill scour along the North Beach Segment of Estero Island.

8. **Recommended Approval:**

Chadd Chustz, Environmental Services
Frankie Kropacek, Operations & Compliance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/25/2024
Approved - 3/25/2024
Approved - 3/27/2024
Approved - 3/27/2024
Final Approval - 3/27/2024

RESOLUTION NUMBER 24-72

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING CHANGE ORDER #1 OF CONTRACT ITB-24-02-EN BETWEEN THE TOWN AND EARTH TECH ENTERPRISES, INC. TO CONSTRUCT A SAND BERM AND FILL SCOURS ALONG THE NORTH ESTERO ISLAND BEACH SEGMENT, LOCATED BETWEEN FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REFERENCE MONUMENTS R-174.5 TO R-182, FOR A COST OF \$1,183,430; 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 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 benefit 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 approved Contract ITB-24-02-EN with Earth Tech Enterprises, Inc for \$2,698,000; and

WHEREAS, additional work to construct a sand berm in the North Fill Segment (Terminal Groin R174.5 to R-187) has been identified; and

WHEREAS, funding for the additional work is available from the FDEP Grant Agreement 23LE4-A1 in the amount of \$1,891,335; and

WHEREAS, it is in the best interest of the Town to approve the requested Change Order #1 of Contract ITB-24-02-EN and completed the needed work.

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 Change Order #1 of Contract ITB-24-02-EN between the Town and Earth Tech Enterprises, Inc., for \$1,183,430. A copy of the Change Order #1 of Contract ITB-24-02-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	_____
Scott Safford, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this 1st day of April 2024 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 _____, 2024.



TOWN of FORT MYERS BEACH

BID NO. ITB-24-02-EN

PART E

FMB:011 - CONSTRUCTION CONTRACT
CHANGE ORDERNo.: 1

(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 Island Beach Sand Truck Haul

CONTRACTOR: Earth Tech Enterprises, Inc PROJECT NO.: 23.303

CONTRACT NO.: ITB-24-02-EN BID NO.: ITB-24-02-EN

CHANGE REQUESTED BY: Town of Fort Myers Beach DATE OF REQUEST: 03/18/2024

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 North Beach Segment berm and scour fill

Purpose of Change Order: Add time and budget to the original contract.

Attachments: (List documents supporting change) Earth Tech Revised Schedule of Values

CHANGE IN CONTRACT PRICE:

Original Contract Price
\$2,698,000

Previous Change Order No. N/A to No. N/A
\$0

Contract Price prior to this Change Order
\$2,698,000

Net Increase (Decrease) of this Change Order
\$1,183,430

Contract Price will all approved Change Orders
\$3,881,430

CHANGE IN CONTRACT TIME:

Original Contract Time
150 Calendar Days

Net Change from previous Change Orders
0 Calendar Days

Contract Time prior to this Change Order
150 Calendar Days

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

Contract Time with all approved Change Orders
180 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] 3/21/24
Consultant (if applicable) Date

By: _____
Department Director Date

Contracts Management

APPROVED:

Town Attorney Date

ACCEPTED

By: [Signature]
Contractor

Date Accepted: 3/20/24

(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: _____

**ESTERO ISLAND BEACH SAND TRUCK HAUL PROJECT
EARTH TECH REVISED SCHEDULE OF VALUES**

Item	Description	Unit	Quantity	Unit Price	Extended Price	Subtotals
C-1	Mobilization/Demobilization	LS	1	\$125,000	\$125,000	
C-2	Construction Access/Staging	LS	1	\$125,000	\$125,000	
C-3	Maintenance of Traffic	LS	1	\$96,000	\$96,000	
C-4	Sand Delivery	Ton	112,000	\$16.00	\$1,792,000	
C-5	Sand Placement	Ton	112,000	\$5.00	\$560,000	\$2,698,000
CO#1	North Beach Segment Berm/Scour Fill					
C-6	North Beach Construction Access	LS	1	\$25,000	\$25,000	
C-7	North Beach MOT	LS	1	\$45,430	\$45,430	
C-8	North Beach Sand Delivery	Ton	53,000	\$16.00	\$848,000	
C-9	North Beach Sand Placement	Ton	53,000	\$5.00	\$265,000	\$1,183,430
					TOTAL	\$3,881,430

**AMENDMENT NO. 1
TO AGREEMENT NO. 23LE4
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
TOWN OF FT. MYERS BEACH**

This Amendment to Agreement No. 23LE4 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Town of Ft. Myers Beach, 2525 Estero Boulevard, Ft. Myers Beach, FL 33931 (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Town of Ft. Myers Beach 2022 Hurricane Ian and Nicole Recovery Project, effective March 16, 2023; and

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

- 1) The total amount of funding of the Agreement is increased by \$973,909.87 to \$1,891,335.00.
- 2) Attachment 1, Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.
- 3) Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
- 4) Attachment 5, Special Audit Requirements, Exhibit 1 is hereby deleted in its entirety and replaced with Attachment 5, Revised Special Audit Requirements, Exhibit 1-A, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5, Exhibit 1, shall hereinafter refer to Attachment 5, Revised Special Audit Requirements, Exhibit 1-A.
- 5) All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistencies may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Town of Ft. Myers Beach

By: 
Title: Environmental Project Manager

Date: 21 SEPT 2023

**Florida Department of
Environmental Protection**

By: 
Secretary or Designee Alex Reed, Director
Office of Resilience and Coastal Protection

Date: 10/2/2023

LIST OF ATTACHMENTS/EXHIBITS INCLUDED AS PART OF THIS AMENDMENT:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description</u>
Attachment	1-A	Revised Standard Terms and Conditions (13 pages)

Attachment 3-A
Attachment 5, Exhibit 1-A

Revised Grant Work Plan (3 pages)
Revised Special Audit Requirements (3 pages)

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

ORCP Additional Signatures

Anthony Sogluizzo  Digitally signed by Anthony
Sogluizzo
Date: 2023.09.21 14:38:23 -04'00'

DEP Grant Manager

Randall Wilson  Digitally signed by Randall Wilson
Date: 2023.09.25 15:34:19 -04'00'

DEP QC Reviewer

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1-A

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

Attachment 1-A

3 of 13

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1-A

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**ATTACHMENT 3-A
REVISED GRANT WORK PLAN**

PROJECT TITLE: Town of Ft. Myers Beach 2022 Hurricane Ian and Nicole Recovery Project

PROJECT LOCATION: The Project is located along the Gulf of Mexico shoreline in Lee County, Florida. The specific project location is Estero Island Beach (R-174 to R-198 and R-203 to R-207).

PROJECT BACKGROUND: The Project shoreline sustained beach and dune erosion from Hurricane Ian (category 4 storm in late September 2022) and Hurricane Nicole (category 1 storm in November 2022). Laws of Florida Chapter 2022-272 SB4-A authorized the Department of Environmental Protection to waive or reduce match requirements for certain local governments and provided non-recurring funds for damages related to Hurricane Ian and Hurricane Nicole for beach erosion projects as identified in Section 161.101(22), Florida Statute (F.S.).

PROJECT DESCRIPTION: The Project consists of beach and dune restoration consistent with the recovery plan to address impacts of Hurricanes Ian and Nicole.

PROJECT ELIGIBILITY: The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$1,891,335.00 for this Project or up to 100 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.)

Duplication of federal funds are not permitted under this agreement.

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061 (F.S.)

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection

F.A.C. – Florida Administrative Code
F.S. – Florida Statutes
FEMA – Federal Emergency Management Agency
FWC – Florida Fish and Wildlife Conservation Commission

TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Construction – Estero Island Beach Restoration and Nourishment Projects

Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Construction - Estero Island Beach Restoration and Nourishment Projects	100.00%	\$0.00	\$1,891,335.00	\$0.00	\$1,891,335.00
	TOTAL PROJECT COSTS		\$0.00	\$1,891,335.00	\$0.00	\$1,891,335.00

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding deliverable due date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Construction	Contractual Services	\$1,891,335.00	9/28/2022	9/30/2025
Total:			\$1,891,335.00		

EXHIBIT – 1-A

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Federal Program B					

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original	Florida Department of Environmental Protection.	2022-2023	37.113	Laws of Florida Chapter 2022-272 SB4-A	087752
Amendment 1	Florida Department of Environmental Protection.	2022-2023	37.113	FY 2023-2024 General Appropriations Act Section 142	087752
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$1,891,335.00
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The

¹ Subject to change by Change Order.

² Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1-A
3 of 3

1. **Request:**

Meeting Date: April 1, 2024

Second Reading and Final Public Hearing of an ordinance entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE IV OF CHAPTER 6 OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH TO 1) REQUIRE ALL MANUFACTURED HOMES INSTALLED OR REPLACED IN SPECIAL FLOOD HAZARD AREAS TO BE ELEVATED AT OR ABOVE AT LEAST THE BASE FLOOD ELEVATION PLUS 1 FOOT; 2) ADOPT THE NOVEMBER 17, 2022 FLOOD INSURANCE STUDY FOR LEE COUNTY FLORIDA AND INCORPORATED AREAS; 3) CHANGE TO SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATIONS; AND 4) AMEND THE DEFINITIONS OF MARKET VALUE AND SUBSTANTIAL DAMAGE, IN ORDER TO COMPLY WITH RECENT CHANGES TO THE COMMUNITY RATING SYSTEM NECESSARY TO RETAIN A CLASS 8, WHICH ASSIST THE TOWN IN MAINTAINING ITS CLASS 5 COMMUNITY RATING SYSTEM DESIGNATION; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE.

Why the action is necessary:

These are updates to the flood ordinance to comply with FEMA requirements.

What the action accomplishes:

Approval of the ordinance will satisfy requirements from FEMA, the state, and Community Rating System requirements for Class 8.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

5. **Background:**

1) Require all manufactured homes installed or replaced in special flood hazard areas to be elevated at or above at least the Base Flood Elevation plus 1 foot; 2) Adopt the November 17, 2022 Flood Insurance Study for Lee County Florida and Incorporated areas; 3) change to substantial improvement and substantial damage determinations; and 4) amend the definitions of market value and substantial damage, in order to comply with recent changes to the Community Rating System, necessary to retain Class 8 rating, which assists the Town in maintaining its class 5 Community Rating System designation.

This proposed ordinance came before Council on March 18, 2024, for the first reading. There were no recommended changes to this ordinance, and it was approved on the first reading by a 5-0 vote.

Attachments:

1. 24-03, Business Impact Estimate Flood Ordinance
2. 24-03, Flood Ordinance Update

Financial Impact:

No known financial impact

6. **Alternative Action**

These amendments are required by the state and FEMA. The requirement to elevate mobile

homes is to satisfy the CRS Class 8 requirement.

7. **Management Recommendations:**

Approve this ordinance.

8. **Recommended Approval:**

Kristin Schumacher, Flood Plain Supervisor
Frankie Kropacek, Operations & Compliance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/24/2024
Approved - 3/25/2024
Approved - 3/25/2024
Approved - 3/25/2024
Final Approval - 3/25/2024



Business Impact Estimate

Proposed ordinance's title/reference:
Ordinance 24-03 Flood Ordinance Update

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance, (e.g. statement of the public purpose serving the public health, safety, morals and welfare):

The proposed ordinance amends the existing Section 34-3238 which applies to buildings with 50% or more damage. The amendment will allow the structure to be rebuilt with the same number of legally existing, but nonconforming units and allow some additional square footage, beyond what the code previously allowed.

¹ See Section 166.041(4)(c), Florida Statutes.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, including the following, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are unlikely to be direct compliance costs associated with Ordinance 24-03.

Ordinance 24-03 does not impose any new charge or fee on businesses.

There are no new charges or fees that will be imposed on businesses by the ordinance.

The Town will not likely incur additional costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The Town believes that businesses would not be impacted by this ordinance.

4. Additional information the governing body deems useful (if any):

N/A

ORDINANCE NO. 24-03

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE IV OF CHAPTER 6 OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH TO 1) REQUIRE ALL MANUFACTURED HOMES INSTALLED OR REPLACED IN SPECIAL FLOOD HAZARD AREAS TO BE ELEVATED AT OR ABOVE AT LEAST THE BASE FLOOD ELEVATION PLUS 1 FOOT; 2) ADOPT THE NOVEMBER 17, 2022 FLOOD INSURANCE STUDY FOR LEE COUNTY FLORIDA AND INCORPORATED AREAS; 3) CHANGE TO SUBSTANTIAL IMPROVEMENT AND SUBSTANTIAL DAMAGE DETERMINATIONS; AND 4) AMEND THE DEFINITIONS OF MARKET VALUE AND SUBSTANTIAL DAMAGE, IN ORDER TO COMPLY WITH RECENT CHANGES TO THE COMMUNITY RATING SYSTEM NECESSARY TO RETAIN A CLASS 8, WHICH ASSISTS THE TOWN IN MAINTAINING ITS CLASS 5 COMMUNITY RATING SYSTEM DESIGNATION; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE.

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

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

WHEREAS, the Town of Fort Myers Beach participates in the National Flood Insurance Program ("NFIP") and participates in the NFIP's Community Rating System ("CRS"), a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements; and,

WHEREAS, the Town of Fort Myers Beach achieved a CRS rating of Class 5, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, in 2020, the NFIP Community Rating System established certain minimum prerequisites for communities to qualify for or maintain class ratings of Class 8 or lower; and

WHEREAS, to satisfy the prerequisite and for the Town of Fort Myers Beach to maintain the current CRS rating, changes were needed to the existing ordinance, including but not limited to a requirement that all manufactured homes installed or replaced in special flood hazard areas must be elevated at or above at least the base flood elevation plus 1 foot; and

WHEREAS, Sections 553.73(4) and (5), Florida Statutes authorizes a local government to make amendments to its building codes as needed, and specifically as may be needed to further implement the National Flood Insurance Program; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on the 13th day of February, 2024, at which time 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 made a finding of consistency with the Ft. Myers Beach Comprehensive Plan and Land Development Code and thereafter voted 7 to 0, to recommend approval of the requested ordinance amending Article IV of Chapter 6 of the Land Development Code to the Town Council; and

WHEREAS, on the 18th day of March, 2024, the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the request of the proposed ordinance to amend Article IV of Chapter 6 of the Land Development Code, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons; and

WHEREAS, a Business Impact Estimate was prepared and posted on the City's website on the 22nd day of February, 2024, as required by Section 166.041(4), Florida Statutes; and

WHEREAS, an advertisement of the public hearing for adoption of the proposed ordinance was published in the Fort Myers News Press 10 days prior to the second reading of the proposed Ordinance as required by Section 166.041, Florida Statutes; and

WHEREAS, on the 1st day of April, 2024, the Town Council held a second reading of the proposed Ordinance; and

WHEREAS, the Town Council determined by a vote of ___ to ___ that adoption of the Ordinance to amend the floodplain management regulations to better protect owners and occupants of manufactured homes and to continue participating in the Community Rating System at the current class rating, is in the best interest of the public.

NOW THEREFORE IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH, FLORIDA:¹

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

Section 2. Article II of Chapter 6 of the Land Development Code of the Town of Fort Myers Beach entitled "Building Codes" is hereby amended as shown in Exhibit A.

^{1/} Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as strikethrough.

Section 3. Article IV of Chapter 6 of the Land Development Code of the Town of Fort Myers Beach entitled “Floodplain Regulations” is hereby amended as shown in Exhibit B.

Section 4. The Town Council intends that the provisions of this ordinance be made a part of the Fort Myers Beach Land Development Code, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification; regardless, typographical errors that do not affect intent may be corrected with notice to and authorization of the Town Manager without further process.

Section 5. Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive shall apply.

Section 6. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 7. This Ordinance shall become effective upon adoption by the Town Council. The City Clerk shall provide a copy of the Ordinance amending the Building Code to the Florida Building Commission within 30 days of adoption.

The forgoing Ordinance was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put on a roll call vote, the results was as follows:

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
John R. King, Council Member	_____
Karen Woodson, Council Member	_____
Scott Safford, Council Member	_____

ADOPTED this ____ day of _____, 2024 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 Ordinance was filed in the Office of the Town Clerk on this ____ day of _____, 2024.

ARTICLE IV. - FLOODPLAIN REGULATIONS

DIVISION 1. - GENERAL

Sec. 6-401. - Title.

These regulations shall be known as the Floodplain Management Ordinance of Fort Myers Beach, hereinafter referred to as "this article."

(Ord. No. 13-06, § 2, 9-3-2013)

Sec. 6-402. - Scope.

The provisions of this article apply to all development that is wholly within or partially within any flood hazard area, including but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-403. - Intent.

The purposes of this article and the flood load and flood-resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development that may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-404. - Coordination with the Florida Building Code.

This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

(Ord. No. 13-06, § 2, 9-3-2013)

Sec. 6-405. - Warning.

The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring the town to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

(Ord. No. 13-06, § 2, 9-3-2013)

Sec. 6-406. - Disclaimer of liability.

This article will not create liability on the part of Town Council of the Town of Fort Myers Beach or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Secs. 6-407—6-410. - Reserved.

DIVISION 2. - APPLICABILITY

Sec. 6-411. - General.

Where there is a conflict between a general requirement and a specific requirement, the specific requirement will be applicable.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-412. - Areas to which this article applies.

This article shall apply to all flood hazard areas within the Town of Fort Myers Beach, as established in section 6-413.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-413. - Basis for establishing flood hazard areas.

The Flood Insurance Study for Lee County Florida and Incorporated Areas, dated ~~August 28, 2008~~ November 17, 2022, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Fort Myers Beach Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Florida.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-414. - Submission of additional data to establish flood hazard areas.

To establish flood hazard areas and base flood elevations, pursuant to division 5 of this article, the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the town indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area will be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.
- (2) Are above the closest applicable base flood elevation, the area will be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-415. - Other laws.

The provisions of this article will not be deemed to nullify any provisions of local, state or federal law.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-416. - Abrogation and greater restrictions.

This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances, including but not limited to, land development regulations, zoning ordinances, stormwater management

regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinance, the more restrictive will govern. This article will not impair any deed restriction, covenant or easement, but any land that is subject to such interests will also be governed by this article.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-417. - Interpretation.

In the interpretation and application of this article, all provisions will be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Secs. 6-418—6-420. - Reserved.

DIVISION 3. - DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

Sec. 6-421. - Designation.

The town manager is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-422. - General.

The floodplain administrator is authorized and directed to administer and enforce the provisions of this article. The floodplain administrator will have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures will not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to division 7 of this article.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-423. - Applications and permits.

The floodplain administrator, in coordination with other pertinent offices of the town, will:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;

- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination will have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data will be obtained from other sources or will be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
- (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-424. - Substantial improvement and substantial damage determinations.

For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, will:

- (1) Estimate the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure will be the market value before the damage occurred and before any repairs are made; any appraisal used for the purposes of substantial improvement/substantial damage determinations must be current within one year of work commencing;
- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; ~~and for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage;" and~~

- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood-resistant construction requirements of the Florida Building Code and this article is required.

(Ord. No. 16-02, § 2, 8-8-2016; Ord. No. 17-09, § 2, 6-19-2017)

Sec. 6-425. - Modifications of the strict application of the requirements of the Florida Building Code.

The floodplain administrator will review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood-resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to division 7 of this article.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-426. - Notices and orders.

The floodplain administrator will coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-427. - Inspections.

The floodplain administrator will make the required inspections as specified in division 6 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator will inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-428. - Other duties of the floodplain administrator.

The floodplain administrator will have other duties, including but not limited to:

- (1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 6-424 of this article;
- (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood

elevations, flood hazard area boundaries, or floodway designations; such submissions will be made within six months of such data becoming available;

- (4) Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete;
- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of the Town of Fort Myers Beach are modified; and
- (6) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-429. - Floodplain management records.

Regardless of any limitation on the period required for retention of public records, the floodplain administrator will maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood-resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood-carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and, records of enforcement actions taken pursuant to this article and the flood-resistant construction requirements of the Florida Building Code. These records are available for public inspection at the Town of Fort Myers Beach Town Hall.

(Ord. No. 16-02, § 2, 8-8-2016)

Secs 6-430—6-440. - Reserved.

DIVISION 4. - PERMITS

Sec. 6-441. - Permits required.

Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area must first make application to the floodplain administrator, and the building official, if applicable, and must obtain the required permits and approvals. No such permit or approval will

be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-442. - Floodplain development permits or approvals.

Floodplain development permits or approvals will be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-443. - Buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals will be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area that are prefabricated and assembled on-site or preassembled and delivered on-site and have walls, roofs, and a floor constructed of granite, marble or reinforced concrete.
- (8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
- (9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-444. - Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant must first file an application in writing on a form furnished by the town. The information provided must:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in division 5 of this article.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the floodplain administrator.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-445. - Validity of permit or approval.

The issuance of a floodplain development permit or approval pursuant to this article must not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of the town. The issuance of permits based on submitted applications, construction documents, and information will not prevent the floodplain administrator from requiring the correction of errors and omissions.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-446. - Expiration.

A floodplain development permit or approval will become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each must be requested in writing and justifiable cause must be demonstrated.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-447. - Suspension or revocation.

The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of the town.

(Ord. No. 13-06, § 2, 9-3-2013)

Sec. 6-448. - Other permits required.

Floodplain development permits and building permits must include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The South Florida Water Management District; F.S. § 373.036.
- (2) Florida Department of Health for on-site sewage treatment and disposal systems; F.S. § 381.0065, and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for construction, reconstruction, changes or physical activities for shore protection or other activities seaward of the Coastal Construction Control Line; F.S. § 161.141.
- (4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.
- (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (6) Federal permits and approvals.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Secs. 6-449, 6-450. - Reserved.

DIVISION 5. - SITE PLANS AND CONSTRUCTION DOCUMENTS

Sec. 6-451. - Information for development in flood hazard areas.

The site plan or construction documents for any development subject to the requirements of this article must be drawn to scale and must include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, base flood elevations, and ground elevations, if necessary for review of the proposed development.
- (2) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings must be located landward of the reach of mean high tide or the 1978 Coastal Construction Control Line, whichever is further inland.
- (3) Location, extent, amount, and proposed final grades of any filling, grading or excavation.
- (4) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

- (5) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.
- (6) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
- (7) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-452. - Additional analyses and certifications.

As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant must have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) An operation and maintenance plan when dry floodproofing is proposed, to include:
 - a. Identification of party responsible for maintenance and installation of the flood barriers that will protect wall and door openings and where the flood barriers will be stored when not in use.
 - b. Realistic estimate of the manpower, time and equipment required for installation.
 - c. Binding requirement for present and future owners to conduct a test installation before May 31 of each year of all flood barriers, with ten days' advance written notice provided to the floodplain administrator to witness this test.
 - d. Binding requirement that upon completion of each annual test, a written report will be submitted by the owners to the floodplain administrator within 30 days to document the results of the test and set forth any corrective measures that may be necessary, including proposed revisions to the operation and maintenance plan as to responsibility for maintenance, installation, and storage of flood barriers.
- (2) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates the proposed alteration will not increase the potential for flood damage.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-453. - Submission of additional data.

When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such

purposes. The analyses must be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees will be the responsibility of the applicant.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Secs. 6-454—6-460. - Reserved.

DIVISION 6. - INSPECTIONS

Sec. 6-461. - General.

Development for which a floodplain development permit or approval is required will be subject to inspection.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-462. - Development other than buildings and structures.

The floodplain administrator will inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-463. - Buildings, structures and facilities exempt from the Florida Building Code.

The floodplain administrator will inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this division and the conditions of issued floodplain development permits or approvals.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-464. - Buildings, structures and facilities exempt from the Florida Building Code, Lowest Floor Inspection.

Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, must submit to the floodplain administrator the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-465. - Buildings, structures and facilities exempt from the Florida Building Code, Final Inspection.

As part of the final inspection, the owner or owner's authorized agent must submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation

of the height of the lowest floor above the highest adjacent grade; such certifications and documentations must be prepared as specified in section 6-464.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-466. - Manufactured homes.

The floodplain administrator will inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor must be submitted to the floodplain administrator.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Secs. 6-467—6-470. - Reserved.

DIVISION 7. - VARIANCES AND APPEALS

Sec. 6-471. - General.

The town council will hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to F.S. § 553.73(5), the town council will hear and decide on requests for appeals and requests for variances from the strict application of the flood-resistant construction requirements of the Florida Building Code. This section does not apply to section 3109 of the Florida Building Code, Building.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-472. - Appeals.

The town council will hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this article. Any person aggrieved by the decision may appeal such decision to the circuit court, as provided by Florida Statutes.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-473. - Limitations on authority to grant variances.

The town council will base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 6-476, the conditions of issuance set forth in section 6-477, and the comments and recommendations of the floodplain administrator and the building official. The town council has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-474. - Historic buildings.

A variance is authorized to be issued for the repair, improvement or rehabilitation of a historic building that is determined eligible for the exception to the flood-resistant construction requirements of the Florida Building Code, Existing Building, chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance will not be granted and the building and any repair, improvement and rehabilitation will be subject to the requirements of the Florida Building Code.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-475. - Functionally dependent uses.

A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in division 9 of this article, provided the variance meets the requirements of section 6-473, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-476. - Considerations for issuance of variances.

In reviewing requests for variances, the town council will consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the town;
- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-477. - Conditions for issuance of variances.

Variances may be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
- (2) Determination by the town council that:
 - a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - c. The variance is the minimum necessary, considering the flood hazard, to afford relief.
- (3) Receipt of a signed statement by the applicant that the variance, if granted, must be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Secs. 6-478—6-480. - Reserved.

DIVISION 8. - VIOLATIONS

Sec. 6-481. - Violations.

Any development that is not within the scope of the Florida Building Code but regulated by this article, which is: (a) performed without an issued permit, (b) in conflict with an issued permit, or (c) does not fully comply with this article, will be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-482. - Authority.

For development that is not within the scope of the Florida Building Code, but regulated by this article and determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-483. - Unlawful continuance.

Any person who continues any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, will be subject to penalties as prescribed by law.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Secs. 6-484—6-490. - Reserved.

DIVISION 9. - DEFINITIONS

Sec. 6-491. - Scope.

Unless otherwise expressly stated, the following words and terms will, for the purposes of this article, have the meanings shown in this division.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-492. - Terms defined in the Florida Building Code.

Where terms are not defined in this division and are defined in the Florida Building Code, such terms have the meanings ascribed to them in that code.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-493. - Terms not defined.

Where terms are not defined in this division or the Florida Building Code, such terms have ordinarily accepted meanings such as the context implies.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-494. - Definitions.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification that may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the floodplain administrator's interpretation of any provision of this article.

ASCE 24. A standard titled Flood-Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a one-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

Coastal construction control line. The line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. [Also defined in FBC, B, Section 202.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before August 31, 1984. [Also defined in FBC, B, Section 202.]

~~*Existing manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before August 31, 1984.~~

~~*Expansion to an existing manufactured home park or subdivision.* The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).~~

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) The area within a floodplain subject to a one-percent or greater chance of flooding in any year.
- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of Fort Myers Beach on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain administrator. The office or position designated and charged with the administration and enforcement of this article (may be referred to as the floodplain manager).

Floodplain development permit or approval. An official document or certificate issued by the town, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and determined to be compliant with this article.

Florida Building Code (FBC). The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, chapter 12 Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of map change include:

- (1) Letter of map amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
- (2) Letter of map revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
- (3) Letter of map revision based on fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- (4) Conditional letter of map revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less that has a vehicular curb weight of 6,000 pounds or less and a basic vehicle frontal area of 45 square feet or less, which is:

- (1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or
- (2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage, provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]

Mangrove stand. An assemblage of mangrove trees, which are mostly low trees noted for copious development of interlacing adventitious roots above the ground, which contains one or more of the following species: black mangrove (*Avicennia germinans*), red mangrove (*Rhizophora mangle*), white mangrove (*Languncularis racemosa*), and buttonwood (*Conocarpus erecta*).

Manufactured home. A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. ~~The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market~~ The value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser, is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted by a factor provided by the County Tax Assessor upward by 20 percent.~~

~~Any proposed value submitted via a private appraisal that exceeds the property appraiser's valuation by more than 35 percent may be subject to peer review by a qualified local appraiser or submittal of a new independent appraisal, with the full cost of the review or new appraisal paid by the applicant.~~

New construction. For the purposes of administration of this article and the flood-resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after August 31, 1984 and includes any subsequent improvements to such structures.

~~*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after August 31, 1984.~~

Park trailer. A transportable unit that has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01.]

Recreational vehicle. A vehicle, including a park trailer, which is: [See F.S. § 320.01.]

- (1) Built on a single chassis;
- (2) Four hundred square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a one- percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. ~~The term also includes flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~ [Also defined in FBC, B Section 202.]

Substantial improvement. Any repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this article, or the flood-resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this ordinance or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

(Ord. No. 13-06, § 2, 9-3-2013; Ord. No. 16-02, § 2, 8-8-2016; Ord. No. 17-09, § 2, 6-19-2017)

Secs. 6-495—6-500. - Reserved.

DIVISION 10. - FLOOD-RESISTANT DEVELOPMENT

Subdivision I. - Buildings and Structures

Sec. 6-501. - Design and construction of buildings, structures and facilities exempt from the Florida Building Code.

Pursuant to section 6-443, buildings, structures and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, must be designed and constructed in accordance with the flood load and flood-resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings must comply with the requirements of division 10, subdivision VII.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-502. - Buildings and structures seaward of the coastal construction control line.

If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

- (1) Buildings and structures must be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building, Section 3109 and Section 1612 or Florida Building Code, Residential, Section R322.
- (2) Minor structures and non-habitable major structures as defined in F.S. § 161.54, must be designed and constructed to comply with the intent and applicable provisions of this article and ASCE 24.

(Ord. No. 16-02, § 2, 8-8-2016)

Subdivision II. - Subdivisions

Sec. 6-503. - Minimum requirements.

Subdivision proposals, including proposals for manufactured home parks and subdivisions, will be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-504. - Subdivision plats.

Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following will be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, must be shown on preliminary plats; and
- (2) Compliance with the site improvement and utilities requirements of division 10, subdivision III.

(Ord. No. 16-02, § 2, 8-8-2016)

Subdivision III. - Site Improvements, Utilities and Limitations

Sec. 6-505. - Minimum requirements.

All proposed new development will be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-506. - Sanitary sewage facilities.

All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems must be designed in accordance with the standards for on-site sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24, Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-507. - Water supply facilities.

All new and replacement water supply facilities must be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24, Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-508. - Limitations on placement of fill.

Subject to the limitations of this article, fill must be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill must comply with the requirements of the Florida Building Code.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-509. - Limitations on sites in coastal high hazard areas (Zone V).

In coastal high hazard areas, alteration of sand dunes and mangrove stands will be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by subsection 6-452(1) demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures must comply with subsection 6-529(3).

(Ord. No. 16-02, § 2, 8-8-2016)

Subdivision IV. - Manufactured Homes

Sec. 6-510. - General.

All manufactured homes installed in flood hazard areas must be installed by an installer that is licensed pursuant to F.S. § 320.8249, and must comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article. If located seaward of the coastal construction control line, all manufactured homes must comply with the more restrictive of the applicable requirements.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-511. - Limitations on installations in coastal high hazard areas (Zone V).

New installations of manufactured homes shall not be permitted in coastal high hazard areas (Zone V).

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-512. - Foundations.

All new manufactured homes and replacement manufactured homes installed in flood hazard areas must be installed on permanent, reinforced foundations that:

- (1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential, Section R322.2 and this article. ~~Foundations for manufactured homes subject to section 6-516 are permitted to be reinforced piers or other foundation elements of at least equivalent strength.~~
- (2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential, Section R322.3 and this article.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-513. - Anchoring.

All new manufactured homes and replacement manufactured homes must be installed using methods and practices that minimize flood damage and must be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-514. - Elevation.

All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the base flood elevation plus one foot. ~~Manufactured homes that are placed, replaced or substantially improved must comply with sections 6-515 or 6-516, as applicable.~~

(Ord. No. 16-02, § 2, 8-8-2016)

~~Sec. 6-515. — General elevation requirement.~~

~~Unless subject to the requirements of section 6-516, all manufactured homes that are placed, replaced or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; or (b) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, must be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential, Section R322.2 (Zone A) or Section R322.3 (Zone V).~~

(Ord. No. 16-02, § 2, 8-8-2016)

~~Sec. 6-516. — Elevation requirement for certain existing manufactured home parks and subdivisions.~~

~~Manufactured homes that are not subject to section 6-515, including manufactured homes that are placed, replaced or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, must be elevated such that either the:~~

- ~~(1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential, Section R322.2 (Zone A) or Section R322.3 (Zone V); or~~
- ~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 36 inches in height above grade.~~

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-515. Sec. 6-517. - Enclosures.

Enclosed areas below elevated manufactured homes must comply with the requirements of the Florida Building Code, Residential, Sections R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-516. Sec. 6-518. - Utility equipment.

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing and air conditioning equipment and other service facilities, must comply with the requirements of the Florida Building Code, Residential, Section R322, as applicable to the flood hazard area.

(Ord. No. 16-02, § 2, 8-8-2016)

Secs. 6-517—6-518. - Reserved.

(Ord. No. 16-02, § 2, 8-8-2016)

Subdivision V. - Recreational Vehicles and Park Trailers

Sec. 6-519. - Temporary placement.

Recreational vehicles and park trailers placed temporarily in flood hazard areas must:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-520. - Permanent placement.

Recreational vehicles and park trailers that do not meet the limitations in section 6-519 for temporary placement must meet the requirements of division 10, subdivision IV for manufactured homes.

(Ord. No. 16-02, § 2, 8-8-2016)

Subdivision VI. - Tanks

Sec. 6-521. - Underground tanks.

Underground tanks in flood hazard areas must be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-522. - Above-ground tanks, not elevated.

Above-ground tanks that do not meet the elevation requirements of section 6-523 must:

- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- (2) Not be permitted in coastal high hazard areas (Zone V).

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-523. - Above-ground tanks, elevated.

Above-ground tanks in flood hazard areas must be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures must meet the foundation requirements of the applicable flood hazard area.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-524. - Tank inlets and vents.

Tank inlets, fill openings, outlets and vents must be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 16-02, § 2, 8-8-2016)

Subdivision VII. - Other Development

Sec. 6-525. - General requirements for other development.

All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, must:

- (1) Be located and constructed to minimize flood damage;
- (2) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (3) Be constructed of flood damage-resistant materials; and
- (4) Have mechanical, plumbing and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-526. - Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).

In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four inches without turned-down edges, have isolation joints at pilings and columns, and have control or construction joints in both directions spaced no more than four feet apart.

(Ord. No. 16-02, § 2, 8-8-2016; Ord. No. 17-09, § 2, 6-19-2017)

Sec. 6-527. - Decks and patios in coastal high hazard areas (Zone V).

In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios must be located, designed and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure must have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation must comply with the foundation requirements that apply to the building or structure, which must be designed to accommodate any increased loads resulting from the attached deck.
- (2) A deck or patio that is located below the design flood elevation must be structurally independent from buildings or structures and their foundation systems, and must be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage must not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-528. - Other development in coastal high hazard areas (Zone V).

In coastal high hazard areas, development activities other than buildings and structures may be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and, if analyses prepared by qualified registered design professionals demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(Ord. No. 16-02, § 2, 8-8-2016)

Sec. 6-529. - Nonstructural fill in coastal high hazard areas (Zone V).

In coastal high hazard areas:

- (1) Minor grading and the placement of minor quantities of nonstructural fill may be permitted for landscaping and for drainage purposes under and around buildings.
- (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal may be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
- (3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection, if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

(Ord. No. 16-02, § 2, 8-8-2016)

Secs. 6-530—6-600. - Reserved.

1. **Request:**

Meeting Date: April 1, 2024

Second Reading and Final Public Hearing of an Ordinance Entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, INC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF FORT MYERS BEACH FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR FINDINGS; SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Since the original franchise agreement with Peoples Gas has expired, it is necessary to renew the franchise agreement to provide continued access to the town's right-of-ways to maintain a natural gas distribution system.

What the action accomplishes:

If approved, the new franchise agreement will increase the franchise fee rate from 5% to 6% and will increase the insurance coverage per occurrence from \$1,000,000 to \$2,000,000, and will extend the agreement for 30 years. The aggregate insurance coverage for injury or death to all persons where there is more than one person involved was increased from \$5,000,000 to \$10,000,000 at the First Reading.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

Andy Hyatt, Town Manager, Joe Onzick, Finance Director

5. **Background:**

This ordinance accomplishes the renewal of the Peoples Gas Franchise agreement that was originally granted in January of 2001 for a 20-year period with a franchise fee rate of 5%. This new franchise agreement will be for 30-year period with a franchise fee rate of 6%. The new agreement also increases the insurance coverage from \$1,000,000 per occurrence to \$2,000,000 per occurrence. The aggregate insurance coverage for injury or death to all persons where there is more than one person involved was increased from \$5,000,000 to \$10,000,000 at the First Reading. The agreement grants limited access to the town's right-of-ways to maintain a natural gas distribution system.

Attachments:

1. 24-07, Natural Gas Franchise Ordinance as Amended at First Reading
2. 24-07, Business Impact Estimate - ECO Natural Gas Franchise

Financial Impact:

Pre-Hurricane Ian, annual franchise fee revenue was \$15,000 based on a franchise fee rate of 5%. Using that as the baseline, the increased franchise fee rate of 6% may yield annual revenue of \$18,000, depending on how many homes and businesses come back online, as well the amount of actual revenue generated by the company.

6. **Alternative Action**

7. **Management Recommendations:**

Recommend approval of the agreement

8. **Recommended Approval:**

Jason Freeman, Legislative Liaison / Deputy Town Clerk
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/27/2024
Approved - 3/27/2024
Approved - 3/27/2024
Final Approval - 3/27/2024

ORDINANCE NO. 23-0017

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, INC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF FORT MYERS BEACH FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR FINDINGS; SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Peoples Gas System and the Town of Fort Myers Beach desire to enter into a franchise agreement for a period of thirty (30) years commencing from the date provided herein; and

WHEREAS, on the 18th day of March 2024, the Town Council held a first reading of the Ordinance and gave full and complete consideration to the request of a proposed ordinance containing the terms and conditions of a franchise agreement with People's Gas System, and provided an opportunity for public comment; and

WHEREAS, a Business Impact Estimate was prepared and posted on the Town's website on the 15th day of March 2024, as required by Section 166.041(4), Florida Statutes; and

WHEREAS, an advertisement of the public hearing for adoption of the Ordinance was published in the The News-Press on the 23rd day of March 2024, which is 10 days prior to the second reading of the proposed Ordinance as required by Section 166.041, Florida Statutes; and

WHEREAS, on the 1st day of April 2024, the Town Council held a second reading of the Ordinance and provided an opportunity for public comment; and

WHEREAS, the Town Council determined by a vote of ____ to ____ that it is in the public interest to enter into a new franchise agreement with Peoples Gas System for the health, safety and welfare of the town.

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

SECTION 1. That the above recitals are true and correct, and incorporated herein by this reference and are hereby adopted as the legislative and administrative findings of the town council.

SECTION 2. DEFINITIONS

For the purposes of this Ordinance, the following terms shall have the meanings given herein.

- A. “Customer” shall mean any Person served by the Company within the corporate limits of the Town.
- B. “Town” shall mean the Town of Fort Myers Beach, Lee County, Florida, its successors and assigns.
- C. “Company” shall mean Peoples Gas System, Inc., a Florida corporation, its successors and assigns.
- D. “Distribution System” shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the Town.
- E. “Effective Date” shall mean the date this Franchise becomes effective as described in Section 19 below.
- F. “Franchise” or “Franchise Agreement” shall mean this agreement as passed and adopted by the Town and accepted by the Company as provided in Section 19 below.
- G. “FPSC” shall mean the Florida Public Service Council or any successor agency.
- H. “Gross Revenues” shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale of Gas.
- I. “Natural Gas” or “Gas” shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the

Customer's premises. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").

J. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.

K. "Right-of-way" means any Town street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place, or other right-of-way that is owned or under the control of the Town.

SECTION 3: GRANT

The Town hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Town Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the Town, or in such territory as may be hereafter added or annexed to, or consolidated with the Town, a Distribution System subject to the terms and conditions herein contained.

SECTION 4: TERM

Except as provided in Section 15, the Franchise hereby granted shall be for a period of thirty (30) years from the Effective Date of this ordinance.

SECTION 5: ASSIGNMENT

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the Town, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the Town.

B. Notwithstanding the foregoing, the Company may, without the consent of the Town, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a

corporation engaged in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage of such Franchise in connection with the physical property owned and used by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.

SECTION 6: TOWN COVENANT

As a further consideration for this Franchise Agreement, the Town covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the Town, as modified, during the term of this Franchise Agreement.

SECTION 7: USE OF TOWN STREETS

The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Town's Rights-of-way, and said Right-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the Town. The Town shall issue or, if applicable, deny permits within ten (10) business days of application by the Company. In consideration of the franchise fees contemplated in this Franchise Agreement, the Town shall not charge the Company any fees for the issuance of such permits. The Company shall, with due diligence and dispatch, place such Right-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the Town, to restore such Right-of-way, then the Town may undertake such restoration (other than any restoration work on the Distribution System) and charge the reasonable cost thereof to the Company.

To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the Town has passed or might pass in the future, in the exercise of its police power, provided, however, that the Town shall not pass any ordinance or regulation that results in a material change to the rights or obligations of the Company under the Franchise Agreement.

SECTION 8: MAINTENANCE

All such components of the Distribution System of the Company located within the Town shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

SECTION 9: LAYING OF PIPE

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in Town permits.

SECTION 10: CONSTRUCTION WORK

The Town reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the Town in, across, along, or under any Right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within the Rights-of-way, it shall be deemed necessary by the Town to remove, relocate, or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation, or disconnection shall be made by the Company

as ordered in writing by the Town without claim for reimbursement. If the Town shall require the Company to remove, relocate, or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System to enable any other Person to use said Rights-of-way of the Town, as part of its permitting or approval process, the Town shall require the Person desiring or occasioning such removal, relocation, disconnection, or alteration to reimburse the Company for any loss, cost, or expense caused by or arising out of such removal, relocation, disconnection, or alteration of any portion of the Distribution System. The Company further agrees that it will not intentionally or negligently interfere with, change, or injure any water pipes, drains, or sewers of said Town unless it has provided reasonable notice to the Town and has received specific permission from the Town or its duly authorized representative to engage in specific work.

SECTION 11: FRANCHISE FEE

Subject to Section 11 below, within thirty (30) days after the close of the first full billing month following the Effective Date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors, or assigns, shall pay to the Town or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale, transportation and delivery of Natural Gas to Customers within the corporate limits of the Town. The Franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

SECTION 12: IDENTIFICATION OF TOWN RESIDENTS

No less than thirty (30) days prior to the Effective Date, the Town shall deliver to the Company such information (including Town limit streets and block numbers) as is needed by the

Company to determine which of its customer are located within the Town. The Town shall also provide such information no less than thirty (30) days prior to the effectiveness of any change in said limits, whether by annexation, deannexation or consolidation, or upon the Company's request. Company shall be relieved from the obligation to pay franchise fees for those customers if the Town's failure to provide information under this Section has resulted in the Company's inability to collect such fees.

SECTION 13: ACCOUNTS AND RECORDS

The Company shall maintain accounting, maintenance, and construction records as prescribed by the Florida Public Service Commission. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the Town are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the Town, or its designated representative, and execution of a confidentiality agreement consistent with Florida public records law and reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the Town for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the Florida Public Service Commission and any examination conducted after such period shall be confined to the billing records then available in accordance with Florida law.

SECTION 14: INSURANCE

During the term of this Franchise, the Company shall file with the Town Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance, the terms

and conditions whereof shall provide that the Town of Fort Myers Beach is an additional insured as to the Company's negligent operation of a Natural Gas distribution system within the corporate limits of the Town as they currently exist or may exist in the future. Each such policy shall provide for the minimum sum of \$2,000,000.00 for injury or death to any one person, and for the minimum sum of \$10,000,000.00 for injury or death to all persons where there is more than one person involved in any one incident or accident, and for the minimum sum of \$2,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Franchise Agreement. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance.

Company shall notify the Clerk of the Town in writing, promptly upon any material alteration, modification, or cancellation of such policy is to become effective.

SECTION 15: INDEMNIFICATION:

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the Town, its officers, agents and employees from and against claims, suits, actions, and causes of action, to the extent caused by the Company's negligent operation of the Distribution System within the Town during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses, and liabilities incurred by the Town in connection with any such claim, suit, or cause of action, including the investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a

result thereof; provided, however, that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the Town, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement.

SECTION 16: TERMINATION BY TOWN

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the Town to declare a termination of this Franchise Agreement; provided, however, that before such action by the Town shall become operative and effective, the Company shall have been served by the Town with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the Town with respect thereto, and the Company shall have had a period of sixty (60) days after service by certified U.S. mail of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, then sixty (60) days to present a plan reasonably satisfactory to the Town to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

SECTION 17: CHANGES IN PROVISIONS HEREOF

Changes in the terms and conditions hereof may be made by written agreement between the Town and the Company.

SECTION 18: SEVERABILITY; CHANGE IN LAW

(A) If any section, part of a section, paragraph, sentence, or clause of this Franchise Agreement shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the Town, or any other governmental or regulatory body of a law, rule, regulation, or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or Town may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 19: GOVERNING LAW

This Franchise shall be governed by the laws of the State of Florida and applicable federal law.

SECTION 20: EFFECTIVE DATE

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the Town's passage and adoption hereof.

SECTION 21.

That the town council intends that the provisions of this ordinance be made a part of the Fort Myers Beach Land Development Code, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification; regardless, typographical errors that do not affect intent may be corrected with notice to and authorization of the town manager without further process.

SECTION 22.

Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive shall apply.

SECTION 23.

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 24.

This Ordinance shall become effective upon adoption by the Town Council.

The foregoing Ordinance was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put on a roll call vote, the results was as follows:

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
John R. King, Council Member	_____
Karen Woodson, Council Member	_____
Scott Stafford, Council Member	_____

ADOPTED this ____ day of _____, 2024 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 Ordinance was filed in the Office of the Town Clerk on this ____ day of _____, 2024.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA GRANTING TO PEOPLES GAS SYSTEM, INC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE TOWN OF FORT MYERS BEACH FLORIDA AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; PROVIDING FOR FINDINGS; SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): This ordinance grants a non-exclusive natural gas franchise agreement to Peoples Gas System to use the public rights of way of the Town of Fort Myers Beach, Florida to provide natural gas to a limited portion of the island.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur: \$0;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible \$0; and
(c) An estimate of the [City's/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs. There are negligible regulatory costs associated with this right-of-way. The town was collecting approximately \$15,000 per year before Hurricane Ian, and collected \$4,500 during Fiscal Year 2023.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: unknown

4. Additional information the governing body deems useful (if any):
The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.

1. **Request:**

Meeting Date: April 1, 2024

Second Reading and Final Public Hearing of an Ordinance Entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING FOR THE PROPERTY LOCATED AT 3051 ESTERO BLVD. GENERALLY IDENTIFIED AS STRAP NUMBERS 29-46-24-W1-0120C.0100 FORT MYERS BEACH; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The convenience store use existed on property and is allowed to continue in that zoning district, however an increase in square footage of that use requires approval of a CPD. The LPA hears rezoning requests and recommends action to the Town Council.

What the action accomplishes:

Approval of the CPD allows the redevelopment of the site, with a larger convenience store than previously existed on site.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

Sarah Propst, Planning &
Zoning

5. **Background:**

The applicant for 3051 Estero Blvd, is requesting a rezoning from Commercial Boulevard zoning to Commercial Planned Development for the redevelopment of a 5,000 square foot convenience store. The proposed development will have an entrance on Estero Blvd, two entrances from Voorhis St, four fueling locations with canopy and an internally accessed dumpster enclosure at the rear of the property. The site previously contained a 7-Eleven convenience store with four fueling locations and a gym.

Attachments:

1. Ordinance 24-05
2. 2nd TC Staff report
3. Exhibit A - MCP
4. Exhibit B - Complete application
5. Exhibit C - LPA AND TC postcard
6. business-impact-estimate

Financial Impact:

unknown

6. **Alternative Action**

Recommend denial

7. **Management Recommendations:**

Approve with conditions

8. Recommended Approval:

Sarah Propst, Planning & Zoning
Frankie Kropacek, Operations & Compliance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/22/2024
Approved - 3/25/2024
Approved - 3/25/2024
Approved - 3/25/2024
Final Approval - 3/25/2024

ORDINANCE 24-05

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING FOR THE PROPERTY LOCATED AT 3051 ESTERO BLVD. GENERALLY IDENTIFIED AS STRAP NUMBERS 29-46-24-W1-0120C.0100 FORT MYERS BEACH; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Southland Corporation and The Neighborhood Company, owner and agents for the property owner, located at Estero Blvd., parcels generally identified as STRAP numbers 29-46-24-W1-0120C.0100 in the Town of Fort Myers Beach, filed applications to rezone the property from the Downtown Zoning District to CPD with Master Concept Plan (MCP) with certain deviations to the Land Development Code (LDC) in order to develop a convenience store ; and

WHEREAS, the subject property is a single parcel located in the Pedestrian Commercial Future Land Use Category of the Comprehensive Plan of the Town of Fort Myers Beach; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on January 9, 2024; and

WHEREAS, at the February 27, 2024 public hearing 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, as required by Town Land Development Code (LDC) sec. 34-85; and

WHEREAS, at the February 27, 2024 public hearing the LPA found that the request is consistent with the comprehensive plan and the requirements of the LDC and voted to recommend approval with conditions of the variance by a 6-0 vote with one member abstaining; and

WHEREAS, on March 18, 2024 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 Fort Myers Beach Land Development Code (LDC) Section 34-85; and

WHEREAS, the Town Council voted to have a second reading of the proposed Ordinance and a public hearing on this matter was noticed in an appropriate publication 10 days prior to the Town Council on April 1, 2024; 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, the documents in the record, and the testimony of all interested persons, as required by Fort Myers Beach Land Development Code (LDC) Section 34- 85; and

WHEREAS, the applicant has resolved and is current on any outstanding fees associated with notice, advertisement, and consulting services required by the Town; and

WHEREAS, a Business Impact Estimate has been prepared and published on the Town's website; and

WHEREAS, with the following terms, conditions, and requirements which the LPA finds to be in the public health, safety, and welfare, all of which are in compliance with the comprehensive plan and the Land Development Code; and

WHEREAS, Exhibit A provides the approved property development regulations, the schedule of uses and conditions of approval for this CPD to be used during the permitting process; and

WHEREAS, Exhibit B is the approved Master Concept Plan (MCP), which future development should be substantially in compliance with; and

WHEREAS, the Town Council finds that this request to rezone the property from the Downtown Zoning District to CPD with MCP with certain deviations to the Land Development Code (LDC) in order to develop a convenience store, is a unique and individual application which does not set precedent for future development or rezoning applications.

Deviation #1

Deviation from LDC Section 10-285 for driveway separation requirements along Estero Boulevard and Voorhis Street. The deviation would allow driveway separation to be a minimum of 97.7 feet along Estero Blvd from Voorhis St., and a minimum of 73 feet from the Estero Boulevard/Voorhis Street intersection to the most southern driveway on Voorhis Street

Deviation #2

Deviation from LDC Section 10-416 (d)(3) Table 10-9 for the minimum width requirement of 15 feet for a type "C" buffer to allow a minimum width of 3 feet for a portion of the required buffer along the northeastern boundary.

Deviation #3

Deviation from LDC Section 34-704(a) which requires build-to lines for Estero Boulevard to be established at five to ten feet from front property lines. The deviation would allow for a build-to line of five to ninety feet for Estero Boulevard.

Deviation #4

Deviation from LDC Section 34-706(d) which requires properties that front on Estero Boulevard

and have access to a secondary street, to take access from the secondary street, except when the requirement would prohibit reasonable access. The deviation allows driveway access to remain as existing from Estero Boulevard and Voorhis Street.

Deviation #5

Deviation from LDC Section 34-704(b)(1)(a) which requires minimum street setbacks for streets other than Estero Boulevard to be ten feet. The deviation would allow a minimum of a zero (0) foot setback from Voorhis Street.

Deviation #6

Deviation from LDC Section 34-1744(b)(4)(d) which requires screening of refuse containers to not exceed six feet height. The deviation would allow the refuse container screening (enclosure) to be a maximum of seven feet six inches (7' 6") in height.

Findings for the rezoning:

WHEREAS, the Town Council considered all relevant factors and made the following formal findings before making its final decision on the requested rezone to a Commercial Planned Development (see LDC 34-85 and 34-216):

- a. Minor ambiguities were resolved through the deviation process.
- b. The previous development on the subject property was destroyed by Ian and adoption of the rezoning with deviations ameliorates longstanding design issues on the site due to the lot's odd shape and orientation.
- c. The rezoning would carry out the policies and requirements of the Comprehensive Plan and Land Development Code.
- d. The Town Council carefully considered the testimony of the applicant, the recommendations of staff and of the local planning agency, and testimony from the public.
- e. The rezoning would be consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses in the Comprehensive Plan.
- f. The rezoning would meet or exceed all performance and locational standards set forth for the proposed use.
- g. Urban services are available and adequate to serve the proposed use.
- h. The rezoning would protect, conserve, or preserve environmentally critical areas and natural resources.
- i. The rezoning would be compatible with existing and planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.
- j. The rezoning would not place an undue burden upon existing transportation or other services and facilities and will be served by streets with the capacity to carry traffic generated by the development.
- k. The rezoning, with the mitigating factors volunteered by the applicant and the special conditions imposed by the Town Council, is consistent with the Fort Myers Beach Comprehensive Plan, Land Development Code, and other applicable town ordinances or codes.
- l. The proposed use or mix of uses is appropriate at the subject location.
- m. Sufficient safeguards to the public interest are provided by the recommended special conditions to the master concept plan and by other applicable regulations.

- n. All recommended special conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development.

WHEREAS, the Town Council made the following formal findings before making final decisions on the eight requested deviations from "by-right" requirements of the Land Development Code (see LDC 34-216):

- a. Each item enhances the achievement of the objectives of the planned development; and
- b. The general intent of this chapter to protect the public health, safety and welfare will be preserved and promoted; and
- c. Each deviation operates to the benefit, or at least not to the detriment, of the public interest; and
- d. Each deviation is consistent with the Fort Myers Beach Comprehensive Plan.

WHEREAS, the Town Council finds that this application to approve Ordinance 24-02 which is, **consistent/ not consistent** with the Town of Fort Myers Beach Comprehensive Plan and LDC and voted to **deny/ approve/ approve with conditions** the Application.

NOW, THEREFORE, IT IS HEREBY 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 request to approve Town of Fort Myers Beach's Ordinance no. 24-05 and the conditions of approval for the commercial planned development zoning, **does/ does not** meet the requirements of the Town Comprehensive Plan and LDC. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties, the Town Council **DENY/ APPROVE/ APPROVE WITH CONDITIONS** the requested application.

Section 3. Town Ordinance 24-05 is adopted and the schedule of uses and conditions of approval for the Property's CPD set forth in Exhibit A, attached hereto and incorporated herein by this reference is approved.

Section 4. 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 5. Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the Town Manager without further process.

Section 6. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 7. This Ordinance will take effect immediately upon adoption by the Town Council.

THE FOREGOING ORDINANCE 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:

DULY PASSED AND ADOPTED on this ____ day of February 2024.

Dan Allers, Mayor	_____
Jim Atterholt, Vice Mayor	_____
John R. King, Council Member	_____
Scott Safford, Council Member	_____
Karen Woodson, Council Member	_____

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 March 2024.

Attachments:

- A – Conditions of Approval and Schedule of Uses
- B – Master Concept Plan (MCP)

Exhibit A: CONDITIONS OF APPROVAL & SCHEDULE OF USE

Conditions of Approval

Staff finds that the CPD with deviations meets the criteria set forth in Sec. 34-85(b) and (c) and 34-216(2) of the LDC and recommends approval of DCI20230194 with the attached conditions:

1. A local development order is required prior to any development of the site, in accordance with this planned development approval.
2. All state and local permits, including but not limited to right of way and stormwater permits, must be applied for and received prior to site development.
3. Landscaping on adjacent properties must be protected during construction or replaced at the expense of the Southland Corporation.
4. All signage and landscaping must meet the Vehicle Visibility at Intersection requirements found in Sec. 34-3131

Schedule of Use

Convenience store with gas pumps



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

TYPE OF CASE: Commercial Planned Development

CASE NUMBER: DCI Rezoning, 20230194

CASE NAME: 3051 Estero Blvd, rezone the property from Commercial Boulevard Zoning to Commercial Planned Development for the redevelopment of a convenience store.

TOWN COUNCIL HEARING DATE: 2nd April 1, 2024 at 9 AM
1st March 18, 2024 at 9 AM

LPA HEARING DATE: February 27, 2024 at 9 AM

STAFF RECOMMENDATION: Approve with conditions

**PREPARED/
SUBMITTED BY:** Sarah Propst, AICP, PMP

I. APPLICATION SUMMARY

Applicant/Owner: The Neighborhood Company/ Southland Corporation

Request: The applicant is requesting to rezone the property from Commercial Boulevard Zoning to Commercial Planned Development for the redevelopment of a convenience store.

Subject property: See attached site plan

Physical Address: 1301 Estero Blvd

STRAP #: 29-46-24-W1-0120C.0100

FLU: Boulevard

Zoning: Commercial Boulevard

Adjacent zoning and land uses:

North:	Commercial Office & Res. Conservation/ Mixed Residential Single family Residences
South:	Residential Multifamily/Mixed Residential Multifamily
East:	CPD & Res Conservation/ Mixed Residential Fire Department Headquarters and Residence
West:	Commercial Boulevard & Res Multifamily/Boulevard & Mixed Residential Fire Station and Multifamily

II. BACKGROUND AND ANALYSIS

Background:

The Neighborhood Company, applicant for 3051 Estero Blvd, is requesting a rezoning from Commercial Boulevard zoning to Commercial Planned Development for the redevelopment of a 5,000 square foot convenience store. The proposed development will have an entrance on Estero Blvd, two entrances from Voorhis St, four fueling locations with canopy and an internally accessed dumpster enclosure at the rear of the property. The site previously contained a 7-Eleven convenience store with four fueling locations and a gym.

The Commercial Boulevard zoning district does not allow a convenience store use, therefore the applicant is requesting a CPD to redevelop the site. Four deviations are requested from the land development code requirements.

Analysis:

3051 Estero Blvd has supported a convenience store in this location for many years. The previous convenience store and gym was approximately 6,234 square feet in size and appears to have provided twenty-two compliant parking spaces for the two uses, plus the four fueling-location canopy. The curb cuts did not comply with the Town's road design requirements and very little landscaping was provided. The previous building did not meet current flood requirements.

The proposed store is 5,000 square feet and will provide 18 parking spaces. The code requires four parking spaces per 1,000 square feet of retail, which would require 20 parking spaces. The applicant is proposing a four-space bike rack, which decreases the number of required spaces by one. The code also allows a reduction in parking of one space per four fuel pumps. With the reduction of two spaces, the site is compliant with the parking regulations.

The proposed site will provide landscaping and compliant curb cut widths. The proposed building will meet all building regulations and will be designed to be FEMA compliant with dry floodproofing.

Six deviations from the Land Development Code are requested. Those are listed

below and include the applicant's justification as well as a staff comment.

Requested Deviations:

- 1) Relief from the driveway separation requirements of LDC Section 10-285 along Estero Boulevard and Voorhis Street. The deviation would allow driveway separation to be a minimum of 97.7 feet along Estero Blvd from Voorhis St., and a minimum of 73 feet from the Estero Boulevard/Voorhis Street intersection to the most southern driveway on Voorhis Street.**

Applicant Justification: The proposed driveways (accessways) onto Estero Boulevard and Voorhis Street existed prior to Hurricane Ian and the destruction of the prior convenience store/commercial structure. As shown on the MCP, these three accessways are to remain in the same locations as previously existed prior to Hurricane Ian. The proposed location of the redeveloped convenience store and supporting facilities is substantially consistent with the prior location of the prior convenience store/commercial structure and as such justifies maintaining the alignment and location of the accessways. Additionally, maintaining accessways from Estero Boulevard and Voorhis Street in these locations is appropriate due to the unique angular configuration of the subject property and the need to properly manage and maintain vehicular traffic, especially for fuel/delivery trucks, waste management trucks and vehicles accessing fuel pumps. The proposed configuration also provides accessway widths that meet current land development regulations as well as improving pedestrian connectivity with the addition of a sidewalk along Voorhis Street to the site and the relocation of the parking spaces from the front of the site to the building perimeter. There are no known documented issues or incidents with the accessway locations prior to Hurricane Ian. The proposed driveway locations still provide a safe and appropriately manageable traffic circulation that achieves general consistency with the intent of LDC Section 10-285 to provide as much connection separation while keeping the proposed redevelopment feasible and to not negatively impact the public's health, safety, and welfare.

Staff Comment: The proposed deviation seems appropriate in this instance due to the corner location and the small size of the parcel. The design will allow for parking at the rear of the building and access all the way around the building.

- 2) Relief from the minimum width requirement of 15 feet for a type "C" buffer under LDC Section 10-416 (d)(3) Table 10-9. The deviation would allow a min width of 3 feet for a portion of the required buffer along the northeastern boundary.**

Applicant Justification: A 15-foot-wide type "C" buffer is required along the northeast boundary of the proposed planned development. The proposed MCP indicates the location of the required dumpster enclosure and electric vehicle (EV) infrastructure within a small portion of this required buffer area. The proposed reconstructed dumpster enclosure is in the same location that it existed prior to the impacts of Hurricane Ian. The reconstructed dumpster enclosure positioned in the same location as it previously existed will require a reduction in the width of the buffer to a minimum of 3 feet and for a length of no more than 26 feet along the northeastern boundary. There are no known documented issues,

nuisances, or complaints regarding the prior location of the dumpster enclosure. The addition of a wall and appropriately placed landscaping plantings along the northeastern boundary buffer, will ensure any potential effects associated with the reconstruction of the dumpster and EV infrastructure in this area will be reduced or eliminated. The granting of this deviation to reduce the buffer width for a small portion of the northwestern boundary will allow the required dumpster enclosure to be reconstructed in the same location as it existed before Hurricane Ian and provide for much needed EV charging options within the town. Appropriate landscaping for this portion of the buffer and providing a new wall within the buffer will also help ensure there are no negative impacts to the public's health, safety, and welfare.

Staff Comment: The required Type C buffer with landscaping and hedges will be provided around the majority of the required area. The type C buffer also requires a wall, which was not provided around the prior development. Hedges currently exist around the property, existing landscaping on the adjacent property must remain undisturbed or must be replaced by the applicant if damaged during construction.

3) Relief from LDC Section 34-704(a) which requires build-to lines for Estero Boulevard to be established at five to ten feet from front property lines. The deviation would allow for a build-to line of five to ninety feet for Estero Boulevard.

Applicant Justification: Prior to Hurricane Ian the subject property was developed with a 6,250± sq. ft. commercial building which setback approximately 90' from Estero Blvd, the building contained a convenience store and a health/fitness facility with fuel stations located between the building and Estero Boulevard. The site is located within the Commercial Boulevard (CB) zoning designation which has build-to lines for Estero Boulevard established at five to ten feet from front property lines.

The proposed redevelopment has been designed with the building, property access and infrastructure for the fuel tanks and pumps remaining in the same basic location as they were prior to the storm. The building is approximately 89' from the Estero Boulevard property line, with type "C" buffers and a wall along the residential multi-family zoned properties at the northeast and northwest boundaries. Parking is proposed to be at the front and rear of the building with a drive aisle allowing vehicular access from the front to the rear of the property. The use of a convenience store with fuel station has a proven history of being successful in serving the community as it was previously designed. Through the Post-Disaster build back policy, the building will comply with all current building, life safety and accessibility codes. Based on the above justification, the granting of this deviation from the Commercial Boulevard build-to line to allow for a five – ninety feet build-to line at Estero Boulevard will not be injurious to the neighborhood or negatively impact the overall health, safety and welfare of the island or its residents.

Staff Comment: While the site contains a convenient store that will have some

pedestrian use, much of the traffic will likely enter the site to use the gasoline pumps. The gas pumps with canopy are located forward of the building and for this use, the build to line does not seem appropriate. Staff supports this request for an increased setback for this use.

- 4) Relief from LDC Section 34-706(d) which requires properties that front on Estero Boulevard and have access to a secondary street, to take access from the secondary street, except when the requirement would prohibit reasonable access. The deviation allows driveway access to remain as existing from Estero Boulevard and Voorhis Street.**

Applicant Justification: Prior to Hurricane Ian, accessway locations onto the subject property were located along Estero Boulevard and two on Voorhis Street. The proposed redevelopment has been designed with the building, property access and infrastructure for the fuel tanks and pumps remaining in the same basic location as they were prior to the storm and as a result, the accessway locations are also in the same locations. These accessway locations have demonstrated over time to provide safe and efficient vehicular access to the convenience store parking, fueling pumps, and service areas. The proposed site layout provides for an internal drive aisle allowing vehicular access from Estero Boulevard to the rear of the property allowing trucks delivering supplies, fuel and accessing the refuse container, and the ability to maneuver the site in an unobstructed manner.

The granting of this deviation to allow the proposed driveway locations to remain as they generally existed prior to Hurricane Ian will help enable the redevelopment of the convenience store and fueling stations. Their locations will continue to provide a safe, efficient, and manageable vehicular circulation to and from the property with no negative impacts the public's health, safety, and welfare.

Staff Comment: The proposed site layout allows for cars to access the gas pumps and circulate around the building. There were no known issues with the multiple entrances to this site, prior to Hurricane Ian.

- 5) Relief from LDC Section 34-704(b)(1)(a) which requires minimum street setbacks for streets other than Estero Boulevard to be ten feet. The deviation would allow a minimum of a zero (0) foot setback from Voorhis Street.**

Applicant Justification: The proposed site design locates the convenience store building with a zero (0) foot setback at the property line adjacent to Voorhis Street. This location allows for additional separation and green space between the residentially zoned property to the west, which allows for a 15 foot wide type C buffer. Having the building closer to the Voorhis Street property line, as detailed on the MCP, also allows for a internal drive aisle designed for an improved and efficient lane for delivery and service trucks.

The requested deviation to allow for a reduction in the street setback from a minimum of 10 feet to 0 feet, provides relief to address the unique constraints of redeveloping a site after a natural disaster. The granting of this deviation will not negatively impact the health, safety and welfare of the community.

Staff Comment: A setback from the street would provide additional separation from the residence on the opposite side of Voorhis St. However, Voorhis St is a 30-foot-wide easement, giving a separation from the nearby residential properties of at least 30 feet. The provision of the 15-foot buffer on the northwest side of the property provides a much-needed separation from the immediately adjacent multifamily development. If there is not adequate room for both buffers, the buffer from the multifamily property is more desirable.

6) Relief from LDC Section 34-1744(b)(4)(d) which requires screening of refuse containers to not exceed six feet height. The deviation would allow the refuse container screening (enclosure) to be a maximum of seven feet six inches (7' 6") in height.

Applicant Justification: The proposed site design, as detailed on the MCP, locates the refuse container in approximately the same location as it was prior to Hurricane Ian. This location is appropriate in that it allows access to the container via a continuous drive aisle around the building from Estero Boulevard and Voorhis Street. The refuse container will be separated from the adjacent multi-family properties by a Type "C" buffer with a wall. To provide additional screening of the refuse container from adjacent residential properties and to help further contain any solid waste and recycling items and the dumpsters themselves, the container screening is proposed to exceed the six feet height restriction by 1.5 feet. Granting of this deviation to allow the refuse container screening (enclosure) to be a maximum of seven feet six inches (7' 6") in height will provide a benefit to the adjacent properties and not be injurious to the neighborhood or negatively impact the overall health, safety and welfare of the island or its residents.

Staff Comment: The request for additional height for a dumpster enclosure will decrease the visual impact of the refuse containers inside the enclosure. This request is the same as what was recommended by the Town Council for the 7-Eleven located at 1301 Estero Blvd.

Neighborhood Compatibility:

The previously existing residential properties in the area were destroyed by Hurricane Ian. The adjacent multifamily complex has been damaged, as has the Fire Department Buildings, although they remain standing. The proposed development will be more compliant than the previous development and will conform in many aspects. This convenience store use has been in existence in this area for many years and is not likely to have an adverse impact on the neighborhood.

Findings and Conclusions:

LDC Sec. 34-85(b) and (c) and 34-216(2) sets forth the required considerations and

findings for the approval of a rezoning.

(b) Considerations. In reaching its decision, the town council shall consider the following, whenever applicable:

(1) Whether there exists an error or ambiguity which must be corrected.

No errors or ambiguities exist.

(2) Whether there exist changed or changing conditions which make approval of the request appropriate.

The previous structure was destroyed by Hurricane Ian and redevelopment of the site makes the requests appropriate.

(3) The impact of a proposed change on the intent of this chapter.

No impact on the intent of this chapter will occur.

(4) The testimony of any applicant.

(5) The recommendation of staff and of the local planning agency.

(6) The testimony of the public.

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

The proposed development is in compliance with the intensity of the district. The use was existing in the Commercial Boulevard zoning district therefore it would be allowed to continue. This is an increase in square footage however, which is not allowed by the code without a rezoning to Commercial Planned Development. The proposed site development will be more compliant with the site development requirements than the previous development. Additionally, the new structure will be designed to current building and flood requirements which is supported by the comprehensive plan.

(8) Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.

The proposed development will meet performance standards set for the in 34-2031.

There are no special location standards for convenience stores.

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

The urban services exist in this location.

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

The request will have no impact on environmentally critical areas and natural resources.

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

The proposed use has been in existence in this location for many years. It is not

anticipated to have any detrimental impacts on existing or planned uses.

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

This use in this location will not place additional burden on the transportation network or other facilities and services.

(13) For planned development rezonings, see [§ 34-216](#) for additional considerations.

(c) Findings. Before granting any rezoning, the town council shall find that the requested zoning district complies with:

(1) The Fort Myers Beach Comprehensive Plan.

The proposed use and requested deviations for the CPD comply with the Comprehensive Plan.

(2) This chapter.

The proposed use complies with this chapter except in regard to the deviations.

(3) Any other applicable town ordinances or codes.

The proposed request complies with the town ordinances and codes, except in regard to the deviations.

(4) For planned development rezonings, see [§ 34-216](#) of this chapter for additional findings.

Sec. 34-216 Findings:

a. The proposed use or mix of uses is appropriate at the subject location;

The use is allowed in this location because it previously existed on this property, however the building previously contained a smaller convenience store and a gym. An expansion of the square footage of the convenience store use requires the CPD. The proposed use has existed in this location without creating a nuisance.

b. Sufficient safeguards to the public interest are provided by the recommended special conditions to the concept plan or by other applicable regulations;

Sufficient safeguards are provided for the public interest.

c. All recommended special conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development;

All conditions are related to the impacts on the public interest.

d. The proposed use meets all specific requirements of the comprehensive plan that are relevant to the requested planned development, such as the following:

1. Policies 4-B-4 and 4-C-3 on commercial uses in the "mixed residential" category.

Not applicable.

2. Policies 4-B-5 and 4-C-3 on commercial rezonings in the "boulevard" category.
Policy 4-B-5: The development is providing a wall around the property and landscaping to buffer the site from adjacent multi-family residential development.
Policy 4-C-3: The proposed development will attract minimal additional traffic; it will be less square footage than the previous structure and the same height. The orientation on the site will not make the structure more impactful on the neighborhood.
3. Policy 4-C-4 on building heights taller than the standard height limit.
The proposed structure will be a single-story building.
4. Policy 4-C-8 on density transfers.
Not applicable.
5. Policy 4-E-1 on pre-disaster buildback.
Not applicable.
6. Policy 7-J-2 on traffic impact analyses and potential design improvements that could offset traffic impacts.
The proposed development is slightly smaller in size, has a similar use (the gym use is going away) to the previous development and is expected to have no adverse impact on traffic.

Findings for Deviation Requests:

Per Sec. 34-216(4) all deviations must be approved, approved with modification or rejected based upon a finding that:

- a. Each item enhances the achievement of the objectives of the planned development; and

The requested deviations allow the development of the site, and are primarily due to the site being a corner lot.

- b. The general intent of this chapter to protect the public health, safety and welfare will be preserved and promoted; and

The proposed deviations preserve the public health.

- c. Each deviation operates to the benefit, or at least not to the detriment, of the public interest; and

The deviations are not a detriment to the public interest.

- d. Each deviation is consistent with the Fort Myers Beach Comprehensive Plan.

The deviations are consistent with the comprehensive plan.

III. RECOMMENDATION

Staff finds that the CPD with deviations meets the criteria set forth in Sec. 34-85(b) and (c) and 34-216(2) of the LDC and recommends approval of DCI20230194 with the attached conditions.

At the LPA hearing on February 27th, 2024 the LPA recommended approval on a 6-0 vote with one member abstaining.

On the first Town Council hearing date March 18th the Town Council voted unanimously to move the CPD to a 2nd hearing on April 1st.

IV. CONDITIONS OF APPROVAL

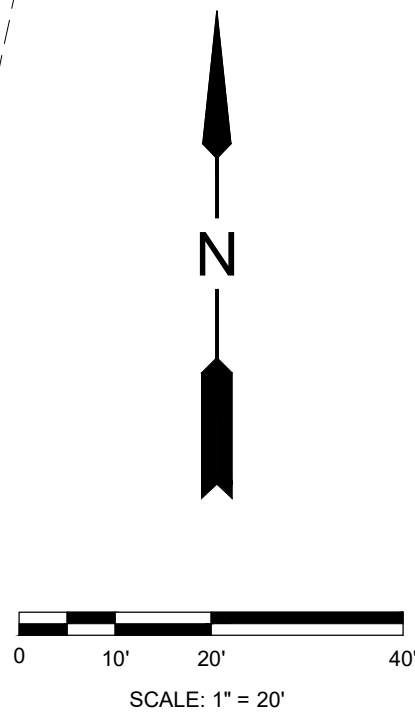
1. A local development order is required prior to any development of the site, in accordance with this planned development approval.
2. All state and local permits, including but not limited to right of way and stormwater permits, must be applied for and received prior to site development.
3. Landscaping on adjacent properties must be protected during construction or replaced at the expense of the Southland Corporation.
4. All signage and landscaping must meet the Vehicle Visibility at Intersection requirements found in Sec. 34-3131

Staff Report Exhibits:

A – Master Concept Plan

B – Complete Application

C – Postcards to Adjacent Properties



GENERAL NOTES:

1. THE BUILDING SHALL BE A MAXIMUM OF 5,000 +/- SQUARE FEET.
2. PROJECT WILL BE DEVELOPED IN ONE PHASE.
3. WATER MANAGEMENT REQUIREMENTS FOR REDEVELOPMENT PROJECTS CAN VARY SIGNIFICANTLY. THE WATER MANAGEMENT PLAN WILL BE DESIGNED AT THE TIME OF D.O.
4. THE EXACT BUILDING AND SITE IMPROVEMENT CONFIGURATIONS ARE PRELIMINARY IN NATURE AND SUBJECT TO CHANGE. THE FINAL DESIGN AND IMPROVEMENT DETAILS SHALL BE DEFINED AS PART OF THE DEVELOPMENT ORDER (DO) PROCESS.
5. ALL OTHER DEVELOPMENT STANDARDS SHALL BE SET FORTH IN LDC CHAPTER 34 OR OTHER APPLICABLE PROVISIONS OF THE LDC.

SCHEDULE OF USES:

COMMERCIAL

1. RETAIL STORE, SMALL TO INCLUDE: CONVENIENCE STORES, WITH FUEL PUMPS AND OPTIONAL ELECTRIC VEHICLE CHARGING STATIONS. (OPEN 24 HOURS / 7 DAYS)

DEVIATIONS:

1. SEEKS RELIEF FROM THE DRIVEWAY SEPARATION REQUIREMENTS OF LDC SECTION 10-285 ALONG ESTERO BOULEVARD AND VOOHRIS STREET. THE DEVIATION WOULD ALLOW DRIVEWAY SEPARATION ALONG ESTERO BOULEVARD TO BE A MINIMUM OF 97.7 FEET AND A MINIMUM OF 73 FEET FROM THE ESTERO BOULEVARD INTERSECTION TO THE SOUTHERN MOST DRIVEWAY.
2. SEEKS RELIEF FROM THE MINIMUM WIDTH REQUIREMENT OF 15 FEET FOR A TYPE "C" BUFFER UNDER LDC SECTION 10-416 (D)(3) TABLE 10-9. THE DEVIATION WOULD ALLOW A MINIMUM WIDTH OF 3 FEET FOR A PORTION OF THE REQUIRED BUFFER ALONG THE NORTHEASTERN BOUNDARY.
3. SEEKS RELIEF FROM LDC SECTION 34-704(A) WHICH REQUIRES BUILD-TO LINES FOR ESTERO BOULEVARD TO BE ESTABLISHED AT FIVE TO TEN FEET FROM FRONT PROPERTY LINES. THE DEVIATION WOULD ALLOW FOR A BUILD-TO LINE OF FIVE TO NINETY FEET FOR ESTERO BOULEVARD.
4. SEEKS RELIEF FROM LDC SECTION 34-706(D) WHICH REQUIRES PROPERTIES THAT FRONT ON ESTERO BOULEVARD AND HAVE ACCESS TO A SECONDARY STREET, TO TAKE ACCESS FROM THE SECONDARY STREET, EXCEPT WHEN THE REQUIREMENT WOULD PROHIBIT REASONABLE ACCESS. THE DEVIATION ALLOWS DRIVEWAY ACCESS TO REMAIN AS EXISTING FROM ESTERO BOULEVARD AND VOOHRIS STREET.
5. SEEKS RELIEF FROM LDC SECTION 34-704(B)(1)(A) WHICH REQUIRES MINIMUM STREET SETBACKS FOR STREETS OTHER THAN ESTERO BOULEVARD TO BE TEN FEET. THE DEVIATION WOULD ALLOW A MINIMUM OF A ZERO (0) FOOT SETBACK FROM VOOHRIS STREET.
6. SEEKS RELIEF FROM LDC SECTION 34-1744(B)(4)(D) WHICH REQUIRES SCREENING OF REFUSE CONTAINERS TO NOT EXCEED SIX FEET HEIGHT. THE DEVIATION WOULD ALLOW THE REFUSE CONTAINER SCREENING (ENCLOSURE) TO BE A MAXIMUM OF SEVEN FEET SIX INCHES (7' 6") IN HEIGHT.

DATUM NOTE:

ALL ELEVATIONS REFERENCE NAVD88 VERTICAL DATUM.
APPROXIMATE CONVERSION FOR PROJECT AREA: NAVD88 + 1.18' = NGVD29
ANY DATUM CONVERSIONS SHOULD BE CONFIRMED BY A LICENSED
SURVEYOR PRIOR TO USE.

[illegible]



September 28, 2023

Town of Fort Myers Beach
Community Development Department
2525 Estero Blvd.
Ft Myers Beach, FL 33931

**Subject: 3051 Estero Blvd Commercial Planned Development (CPD) – Submittal #1
A Planned Development Rezone Application**

Intake Team:

The Neighborhood Company is pleased to submit on behalf of our client, J.R. Evans Engineering, P.A. an Application for a Planned Development associated with the subject property located at 3051 Estero Blvd., Ft Myers Beach, FL 33931. The proposed request is to seek the following:

- Rezoning of the subject property from Commercial Boulevard to Commercial Planned Development (CPD) to allow flexibility to redevelop the subject property and rebuild a desired 5,000 +/- SF convenience store.

Please find attached the following items to this cover letter consistent with application submittal checklist:

1. Application Filing Fee;
2. Application for Public Hearing:
 - Disclosure of Interest Affidavit & Authorization Form;
 - Letter of Authorization;
 - Exhibit 6-1 – STRAP # and Legal Description;
 - Exhibit 6-2 – Boundary Survey;
 - Exhibit 6-3 – Area Location Map;
 - Exhibit 6-6 – List of Surrounding Property Owners within 500';
 - Exhibit 6-7– Map Surrounding Property Owners within 500'; and
 - Mailing Labels Surrounding Property Owners within 500';
3. Planned Development Zoning - Supplement PH-D:
 - Narrative:
 - Background & Request
 - Proposed Use/Development
 - Location & Compatibility
 - Supplement PH-D Section A: Comprehensive Plan Amendments
 - Supplement PH-D Section B: Phasing of Construction
 - Supplement PH-D Section C: Comp Plan Compliance
 - Supplement PH-D Section D: Design Standards Compliance
 - Supplement PH-D Section E: Decision-making Compliance
 - Conclusion

Page 1 of 2



- Schedule of Deviations and Justifications;
- Master Concept Plan;
- Architectural Elevations;
- Schedule of Uses; and
- Traffic Impact Statement

We look forward to your review and are available to answer questions related to this application.

Sincerely,

The Neighborhood Company

Kenrick Gallander, AICP
Vice President, Partner

Attachments: Application Submittal Requirements (listed above)

cc: 7-Eleven Inc.
Creighton Construction & Management
Elizabeth Fountain
Daniel Mumford
File: #230031.01.02



**3051 ESTERO BLVD COMMERCIAL PLANNED DEVELOPMENT (CPD)
Planned Development Rezone**

FILING FEE

Town Fee Schedule 2023:

- PD Rezone = \$8,000

TOTAL: \$8,000



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Site Address: 3051 Estero Blvd., Ft Myers Beach, FL 33931

STRAP Number: 29-46-24-W1-0120C.0100

Applicant: The Neighborhood Company Phone: 850-803-5621

Contact Name: Kenrick S. Gallander, AICP Phone: _____

Email: kg@theneighborhood.company Fax: _____

Current Zoning District: Commercial Boulevard

Future Land Use Map (FLUM) Category: Boulevard

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

ACTION REQUESTED

☐ Special Exception

☐ Variance

☐ Conventional Rezoning

☒ Planned Development ☒ Commercial ☐ Residential

☐ Master Concept Plan Extension

☐ Appeal of Administrative Action

☐ Vacation of Platted Right-of-way and Easement

☐ Other – cite LDC Section: _____

SUPPLEMENTAL FORM REQUIRED

PH-A

PH-B

PH-C

PH-D

PH-E

PH-F

PH-G

attach on separate sheet

PART I – General Information

A. Applicant*: The Neighborhood Company Phone: 850-803-5621

**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: 5618 Whispering Willow Way, Fort Myers, FL 33908

Email: kg@theneighborhood.company Fax: _____

Contact Name: Kenrick Gallander Phone: 850-803-5621



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

B. Relationship of Applicant to subject property:

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

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

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

Name: Kenrick Gallander, AICP Phone: 850-803-5621
Address: 5618 Whispering Willow Way, Ft Myers, FL 33908
Email: kg@theneighborhood.company Fax: _____

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

Name: Elizabeth Fountain, P.E. Phone: 239-405-9148
Address: 9961 Interstate Commerce Dr. #230, Fort Myers, FL 33913
Email: Elizabeth@jrevansengineering.com Fax: _____

Name: _____ Phone: _____
Address: _____
Email: _____ Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

- ☐ Appeal of Administrative Action
- ☐ Vacation ☐ Right-of-Way ☐ Easement
- ☐ Other. Please Explain: _____
- _____
- _____

PART III – Waivers

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

Code Section: _____ Description: _____

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV – Property Ownership (Single Owner)

☐ Single Owner (individual or husband and wife)

Name: _____ Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, _____ 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;



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Signature

Printed Name

STATE OF _____ COUNTY OF _____

The foregoing instrument was certified and subscribed before me by means of _____ physical presence OR _____ online notarization, this _____ day of _____, 20____, by

_____ ☐ who is personally known to me OR ☐ who has produced

_____ as identification.

(SEAL)

Notary Public Signature

PART V

Property Ownership (Multiple Owners)

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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address

Percentage Ownership



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Name, Address and Office

7-Eleven, INC- formerly Southland Corporation

Percentage of Stock

100

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

Name and Address

Percentage of Interest

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

Name and Address

Percentage of Ownership

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

Name, Address and Office

Percentage of Stock



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Date of Contract: _____

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

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

Signature

Printed Name

AFFIDAVIT

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

I, Grant Distel (name), as Sr. Director of Development (title) of Southland Corporation - 7-Eleven, LLC (company), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Southland Corporation - 7-Eleven, INC

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

Grant Distel

Signature

Grant Distel

Typed or Printed Name

SR. Director Development

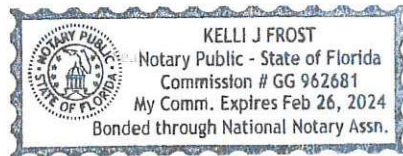
Title

9/11/2023

Date

STATE OF FL COUNTY OF LEE

The foregoing instrument was certified and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 11th day of September, 2023, by GRANT DISTEL, ☒ who is personally known to me OR ☐ who has produced _____ as identification.



Kelli J Frost
Notary Public Signature

PART VI- Property Information

A. Legal Description:

STRAP: 29-46-24-W1-0120C.0100

Property Address: 3051 Estero Blvd., Ft Myers Beach, FL 33931

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

☒ Yes. Property identified in subdivision: Zimmer's Addition to Shell Mound Park

Book: 11 Page: 54 Unit: _____ Block: C Lot(s): 10

B. Boundary Survey:

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 125 (average) feet
Depth (please provide an average width if irregular in shape) 210 feet
Frontage on street: 110' Estero & 210' Voorhis feet. Frontage on waterbody: N/A feet
Total land area: 30,291 ☐ acres ☒ square feet

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

South FL -865/San Carlos Blvd for 0.3 miles, FL-865/San Carlos Blvd. turns slightly
left and becomes Estero Blvd. for 1.4 miles, turn left into site at the corner of Estero
Blvd. and Voorhis Street.

☒ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

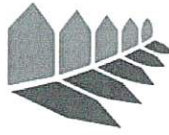
- ☒ There are no deed restrictions and/or covenants on the subject property.
☐ A list of deed restrictions and/or covenants affecting the subject property is attached as Exhibit 6-4.
☐ A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit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

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

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

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

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



THE NEIGHBORHOOD
COMPANY

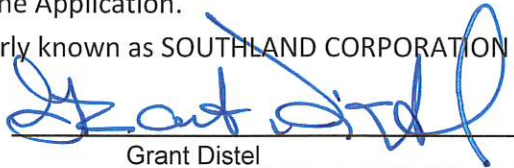
I Grant Distel, as authorized member of 7-Eleven, INC formerly known as SOUTHLAND CORPORATION owner of property located at 3051 Estero Blvd., Fort Myers Beach, FL, identified by STRAP Number 29-46-24-W1-0120C.0100, hereby authorizes The Neighborhood Company regarding the above-referenced property to serve as agent for the Town of Ft Myers Beach Planned Development Rezone Application.

7-Eleven, INC- formerly known as SOUTHLAND CORPORATION

By:

Print Name:

Title:


Grant Distel

SR. Director of Development

STATE OF FLORIDA
CITY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of SEPTEMBER, 2023 by GRANT DISTEL, as SR. DIRECTOR OF DEVELOPMENT of 7-ELEVEN INC, on behalf of the company(s), who ☒ is personally known to me OR ☐ has produced a(n) driver's license as identification.

(NOTARY STAMP)




Notary Public, State of FLORIDA
Print Name: Kelli J Frost
My Commission Expires: 2.26.24



The State of Texas

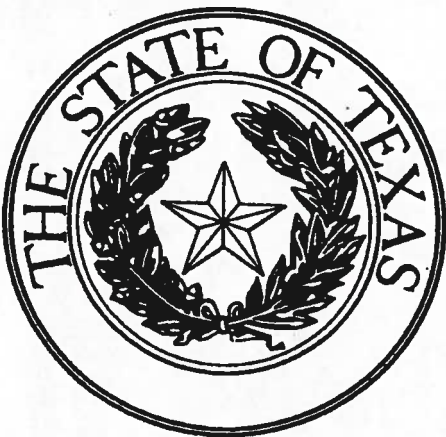
SECRETARY OF STATE

IT IS HEREBY CERTIFIED that the attached is/are true and correct copies of the following described document(s) on file in this office:

7-ELEVEN, INC.
FORMERLY: THE SOUTHLAND CORPORATION
CHARTER #179090-00

ARTICLES OF AMENDMENT

FILE DATE: APRIL 29, 1999
EFFECTIVE DATE: APRIL 30, 1999



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on April 30, 1999.

Elton Bomer
Secretary of State

PH

**ARTICLES OF AMENDMENT
TO THE
SECOND RESTATED ARTICLES OF INCORPORATION OF
THE SOUTHLAND CORPORATION

In the Office of the
Secretary of State of Texas

APR 29 1999

Corporations Section

Pursuant to the provisions of the Texas Business Corporation Act, THE SOUTHLAND CORPORATION, a corporation organized under the laws of the State of Texas, hereby amends its Second Restated Articles of Incorporation (the "Articles of Incorporation") and for that purpose, submits the following statement:

ARTICLE ONE

The name of the corporation is The Southland Corporation.

ARTICLE TWO

Article One of the Articles of Incorporation is hereby amended and the full text of Article One, as amended, is as follows:

"The name of the Corporation is "7-Eleven, Inc."

ARTICLE THREE

The amendment to the Articles of Incorporation was adopted by a vote of the shareholders of the corporation on April 28, 1999.

ARTICLE FOUR

The number of shares of the corporation outstanding at the time of such adoption was 409,961,233; and the number of shares entitled to vote thereon was 409,941,168.

The designation and number of shares of each class or series entitled to vote thereon as a class or series were as follows:

Class or Series	Number of Shares Outstanding and Entitled to Vote
None	

ARTICLE FIVE

The number of shares voted for such amendment was 349,690,410 and the number of shares voted against such amendment was 159,879.

The number of shares of each class or series entitled to vote as a class or series voted for or against such amendment as follows:

Class or Series	Number of Shares Voted <u>For</u> <u>Against</u>
None	

ARTICLE SIX

The effective date of this amendment shall be April 30, 1999.

Dated the 28th day of April, 1999.
(to be effective April 30, 1999)

THE SOUTHLAND CORPORATION

By: Bryan F. Smith, Jr.
Name and Title: Bryan F. Smith, Jr. - Senior Vice President



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
7-ELEVEN, INC.

Filing Information

Document Number	815881
FEI/EIN Number	75-1085131
Date Filed	01/02/1962
State	TX
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	05/28/1999
Event Effective Date	NONE

Principal Address

3200 HACKBERRY ROAD
IRVING, TX 75063

Changed: 01/26/2023

Mailing Address

PO Box 711
Dallas, TX 75221

Changed: 01/08/2021

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Name Changed: 12/16/2010

Address Changed: 03/25/2020

Officer/Director Detail

Name & Address

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3200 HACKBERRY ROAD
IRVING, TX 75063

Title Asst. Secretary, Sr. Director Transaction Tax

Baker , James
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IRVING, TX 75063

Title Asst. Secretary, Sr. Manager & Development

Qureshi , Asif
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Title Asst. Secretary, Sr. Development Directory

Distel , Grant
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Title VP, Development

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Angell, Holly
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Title Sr Director, Development Strategy & Support

Ingram, Richard
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Smith, Edward (Randy)
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Title Assistant Secretary, Franchise Sales Rep Specialist

Khashroom, Khaled (Kenny)
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Barrett, Merlyn (Angel)
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Title Assistant Secretary, Sr. Development Director, Entitlements

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Title Asst. Secretary, Director of Licensing

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Title SVP/GC/SEC

Kirstein, Lillian F
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Title Franchise Agreement Specialist

Heagle, David
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Annual Reports

Report Year	Filed Date
2021	01/08/2021
2022	04/01/2022
2023	01/26/2023

Document Images

01/26/2023 -- ANNUAL REPORT	View image in PDF format
04/01/2022 -- ANNUAL REPORT	View image in PDF format
01/08/2021 -- ANNUAL REPORT	View image in PDF format
05/08/2020 -- ANNUAL REPORT	View image in PDF format
01/30/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
01/17/2019 -- ANNUAL REPORT	View image in PDF format
02/27/2018 -- ANNUAL REPORT	View image in PDF format

03/23/2017 -- ANNUAL REPORT	View image in PDF format
10/10/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
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05/12/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
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07/06/2011 -- ANNUAL REPORT	View image in PDF format
03/24/2011 -- ANNUAL REPORT	View image in PDF format
12/16/2010 -- Reg. Agent Change	View image in PDF format
08/13/2010 -- ANNUAL REPORT	View image in PDF format
01/12/2010 -- ANNUAL REPORT	View image in PDF format
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05/28/2002 -- ANNUAL REPORT	View image in PDF format
12/12/2001 -- Reg. Agent Change	View image in PDF format
04/16/2001 -- ANNUAL REPORT	View image in PDF format
05/02/2000 -- ANNUAL REPORT	View image in PDF format
05/28/1999 -- Name Change	View image in PDF format
05/03/1999 -- ANNUAL REPORT	View image in PDF format
04/21/1998 -- ANNUAL REPORT	View image in PDF format
07/18/1997 -- ANNUAL REPORT	View image in PDF format
04/21/1997 -- ANNUAL REPORT	View image in PDF format
04/02/1996 -- ANNUAL REPORT	View image in PDF format
04/19/1995 -- ANNUAL REPORT	View image in PDF format



**3051 ESTERO BLVD COMMERCIAL PLANNED DEVELOPMENT (CPD)
Planned Development Rezone**

EXHIBIT 6-1: STRAP # & LEGAL DESCRIPTION

- **STRAP #:** 29-46-24-W1-0120C.0100

- **LEGAL DESCRIPTION**

PARCEL 1:

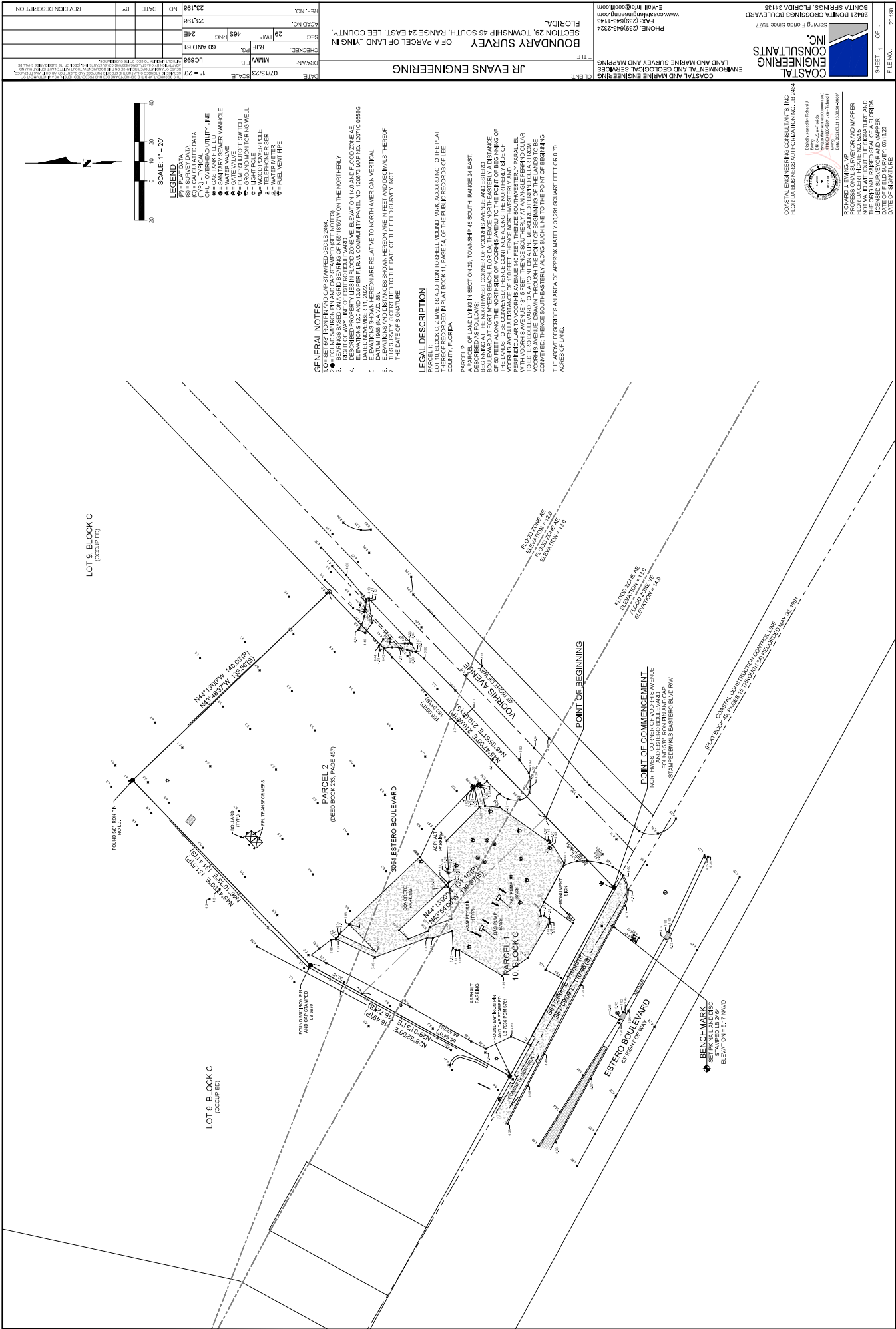
LOT 10, BLOCK C, ZIMMER'S ADDITION TO SHELL MOUND PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 11, PAGE 54, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 2:

A PARCEL OF LAND LYING IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 24 EAST, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF VOORHIS AVENUE AND ESTERO BOULEVARD AT FORT MYERS BEACH, FLORIDA; THENCE NORTHEASTERLY A DISTANCE OF 50 FEET ALONG THE NORTHSIDE OF VOORHIS AVENUE TO THE POINT OF BEGINNING OF THE LANDS TO BE CONVEYED; THENCE CONTINUE ALONG THE NORTHERLY SIDE OF VOORHIS AVENUE A DISTANCE OF 160 FEET; THENCE NORTHWESTERLY AND PERPENDICULAR TO VOORHIS AVENUE 140 FEET; THENCE SOUTHWESTERLY PARALLEL WITH VOORHIS AVENUE 131.5 FEET; THENCE SOUTHERLY AT AN ANGLE PERPENDICULAR TO ESTERO BOULEVARD TO A POINT ON A LINE MEASURED PERPENDICULAR FROM VOORHIS AVENUE, DRAWN THROUGH THE POINT OF BEGINNING OF THE LANDS TO BE CONVEYED; THENCE SOUTHEASTERLY ALONG SUCH LINE TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBES AN AREA OF APPROXIMATELY 30,291 SQUARE FEET OR 0.70 ACRES OF LAND.





PROJECT LOCATION (N.T.S)



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-D

Additional Required Information for a Planned Development Application

This is the second part of a two-part application. This part requests specific information for a planned development rezoning or an amendment to an approved planned development. Include this form with the Request for Public Hearing form.

Fee in the amount of \$8000.00 up to 1 acre +1000.00 per additional acre
 \$2000.00 PD Amendment minor (< acre total property area)
 \$4000.00 PD Reinstatement or \$6500.00 PD Amendment

Project Name: 3051 Estero Blvd Commercial Planned Development (7-Eleven)
Authorized Applicant: The Neighborhood Company
STRAP Number(s): 29-46-24-W1-0120C.0100

Current Property Status: Vacant
Current Zoning: Commercial Boulevard
Future Land Use Map (FLUM) Category: Boulevard
Platted Overlay? ☐ yes, ☒ no FLUM Density Range: 6 du / acre

Requested Action:

☐	DRI (with rezoning)
☒	Planned Development (also check below)
☒	Rezoning from: Commercial Boulevard to: CPD
☐	Amendment to Master Concept Plan/attendant documentation

PART I Narrative Statements

A. Comprehensive Plan Amendments (check one)

☐	There are NO Comprehensive Plan Amendments pending that could affect the future use of this property.
☒	The following Comprehensive Plan Amendments ARE pending and could affect the future use of this property (list the amendment and give a brief explanation of its possible effect)
	See attached NARRATIVE document.

B. Phasing of Construction

☒	The development is to be constructed in a single phase.
☐	The development is to be constructed in phases as follows: (describe proposed phasing below)



Explain how the proposed development complies with applicable Goals, Objectives, and Policies of the Fort Myers Beach Comprehensive Plan.

[illegible]

For projects required to meet Commercial Design Standards, explain how the proposed development complies with the design standards set forth in LDC Sections 34-991 through 34-997.

[illegible]



Explain how the proposed development complies with the guidelines for decision-making embodied in LDC Section 34-85.

[illegible]

Provide a list of the requested deviations keyed to the Master Concept Plan and provide a written justification for each deviation. The location of each deviation should be indicated on the Master Concept Plan.

[illegible]

G. Administrative amendments to approved Master Concept Plan

For amendments to an approved Master Concept Plan, indicate the specific amendments that could not be approved administratively as set forth in LDC Section 34-219.

There are no administrative amendment to an approved Master Concept Plan.

PART 2 Submittal Requirements

All applications for a planned development must submit fourteen (14) copies of this application form and all applicable exhibits.

Required Items

- Public Hearing Request Form
- Supplement Form PH-D
- Master Concept Plan
- Traffic Impact Statement
- Architectural Elevations
- Schedule of Uses
- Fee in the amount of \$8000.00 up to 1 acre +1000.00 per additional acre
- \$2000.00 PD Amendment minor (< acre total property area)
- \$4000.00 PD Reinstatement or \$6500.00 PD Amendment

For DRI: A Binding letter of interpretation from DCA or a complete and sufficient ADA.

Guide to Filing Supplement PH-D for Planned Developments

Amendments Applications for amendments to an approved Master Concept Plan or its attendant documentation will require as much information as is needed to describe the changes requested, to specify the incremental change in impacts expected from the amendment, and to detail the changes in surrounding land uses that have occurred since the original application. Some amendments can be approved administratively as provided in LDC Section 34-219, but all other amendments must proceed through the public hearing process.

Through a pre-application meeting with Community Development staff, prospective applicants can determine whether proposed amendments will require a public hearing, and can request waivers from any submittal requirements that are not necessary to specify the changes requested.

All other planned developments All other applications must complete and submit the Request for Public Hearing and Supplement PH-D, along with all required documents. Refer also to the instructions for the Request for Public Hearing form.

Case Number will be inserted by Community Development staff.

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

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

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

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

Requested Action: Indicate whether the request is a DRI (Development of Regional Impact) that requires rezoning, a Planned Development, or an amendment to a Planned Development.

Part 1 Narrative Statements:

Comprehensive Plan Amendments

If Comprehensive Plan Amendments are pending that might affect the future use of the property, explain the amendments' possible effects.

Construction Phasing

If the project is to be constructed in multiple phases, describe the ordering and timing of the proposed phasing. In the absence of a phasing plan, phasing of development would be governed by the limitations of LDC Section 34-220.

Comprehensive Plan Compliance

Explain how the proposed development complies with the Fort Myers Beach Comprehensive Plan. Address the Future Land Use Map category or categories applicable to the subject property and any other relevant policies.

Design Standards Compliance

For properties and/or projects as described in LDC Section 34-992, explain how the proposed development will comply with the standards in LDC Sections 34-991 through 34-997.

Decision-making compliance

Explain how the proposed development will comply with the standards for decision-making in LDC Section 34-85.

Schedule of deviations and written justification

Identify the deviations from the requirements of the Land Development Code that are requested for the proposed development and justify them in relation to the guidance in LDC Section 34-932(b).

Administrative amendments

If the request is for an amendment to a planned development, indicate which of the requested changes could not be approved administratively as allowed by LDC Section 34-219.

Part 2 Submittal Requirements

Public Hearing Application Form. Applications for rezoning, including Planned Developments and Planned Development amendments for which public hearing is required, consist of the Public Hearing form and the supplemental form PH-D. Both parts of the application form must be completed and submitted.

Master Concept Plan. The master concept plan consists of maps, graphic illustrations, and written statements concerning the development. Space has

been provided on this form for many of the required narrative statements, though they can be attached on separate sheets. A master concept plan must include the following required information:

- a. The general size, configuration, and location of each development phase, and a description of the phasing of construction, unless the development is to be constructed in a single phase.
- b. The maximum height of any proposed buildings or structures, using the Land Development Code's method of measuring building height (see LDC Section 34-631).
- c. Proposed principal and accessory uses, identified using the terminology employed in the Land Development Code. Employ the groupings of uses in Tables 34-1 and 34-2 of the Land Development Code, or specify individual uses if necessary.
- d. The density and intensity of the proposed uses, in terms of dwelling units by type, or through conversion factors for hotel/motel units. Provide gross square footages for types of commercial uses, and maximum Floor-Area Ratio.
- e. The minimum width and composition of proposed buffers along the perimeter of the property. References to the types of buffers required by LDC chapter 10 are acceptable.
- f. The location of any environmentally sensitive land and water, based on standard environmental data capable of verification by Town staff. Developments larger than one acre in size may require a protected species survey under LDC Section 10-473.
- g. The exact location of all points of vehicular ingress and egress from existing easements or rights-of-way into the development, with distances from other existing or planned rights-of-way or access points.
- h. Access and facilities for public transit, if applicable.
- i. The general location of stormwater management areas.
- j. The specific locations of requested deviations, including sample detail drawings illustrating their effects if applicable.
- k. The exact location of existing rights-of-way and easements, whether or not those easements are recorded.
- l. Proposed dedications, if any, including beach access, boat ramps, park or recreation areas, open space, or other easements.

Traffic Impact Statement. A traffic impact statement in the same format and to the same degree of detail required for development orders (LDC Section 10-286).

Architectural Elevations. Architectural elevations or three-dimensional renderings that show at minimum all building façades adjoining public streets. These drawings will serve for the sketch requirement of LDC Section 34-202(b)(5) as well. If aspects of the proposed design will not comply with the commercial design standards of LDC Sections 34-991 through 34-997 (if required), the applicant may request deviations from those standards.

Schedule of uses. A list of all proposed principal and accessory uses. Identify these uses by reference to the groups of uses in Tables 34-1 and 34-2 of the Land Development Code unless greater specificity is necessary. For amendments to planned developments that were approved under different regulations, the enumeration of uses in the schedule of uses supplied for the amendment must be specific enough to explain what uses were previously approved without future reference to prior regulations or approvals.



**3051 ESTERO BLVD COMMERCIAL PLANNED DEVELOPMENT (CPD)
Planned Development Rezone Application**

NARRATIVE

BACKGROUND & REQUEST

The subject property is located at 3501 Estero Blvd., Fort Myers Beach, FL 33931, and consists of a single parcel (STRAP#: 29-46-24-W1-0120C.0100) totaling 30,291± sq. ft. (0.70± acres) (See Figure 1). The property has a Future Land Use (FLU) Map Designation of Boulevard and is within the Commercial Boulevard Zoning District.

The Neighborhood Company as the Applicant, Authorized Representative, and Agent on behalf of the owner 7-Eleven Inc, is submitting this Planned Development Rezone Application to request the following:

- Rezone from Commercial Boulevard to Commercial Planned Development (CPD)

The subject property prior to Hurricane Ian was developed with a 6,250± sq. ft. commercial building consisting of a convenience store with fuel stations (7-Eleven) and a health/fitness facility (See Figure 2). As a result of the hurricane, the property and existing structure received significant damage (See Figure 3). Assessments of the property required the structure and site infrastructure to be demolished and the site cleared (See Figure 4)



Figure 1. Location Map



Figure 2. Pre Hurricane Ian

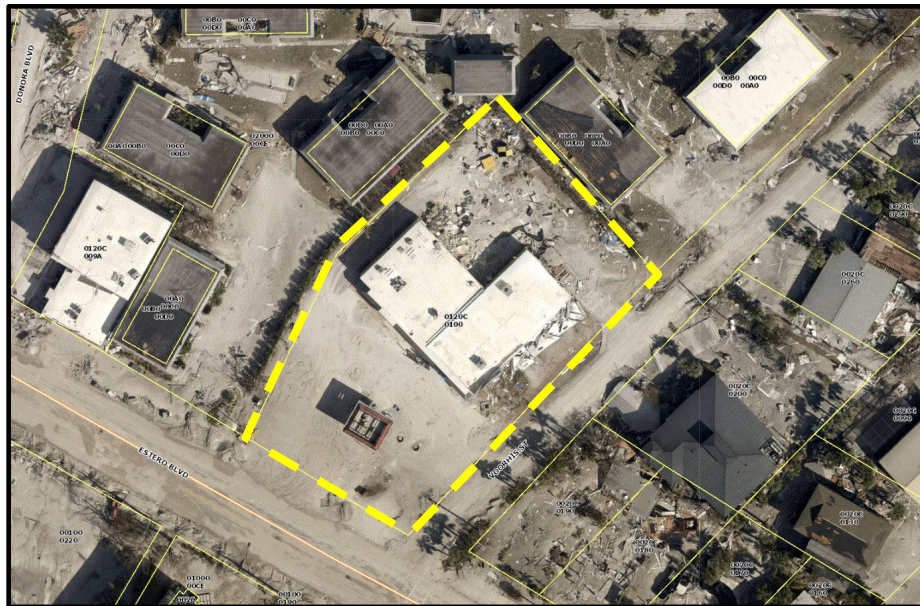


Figure 3. Post Hurricane Ian

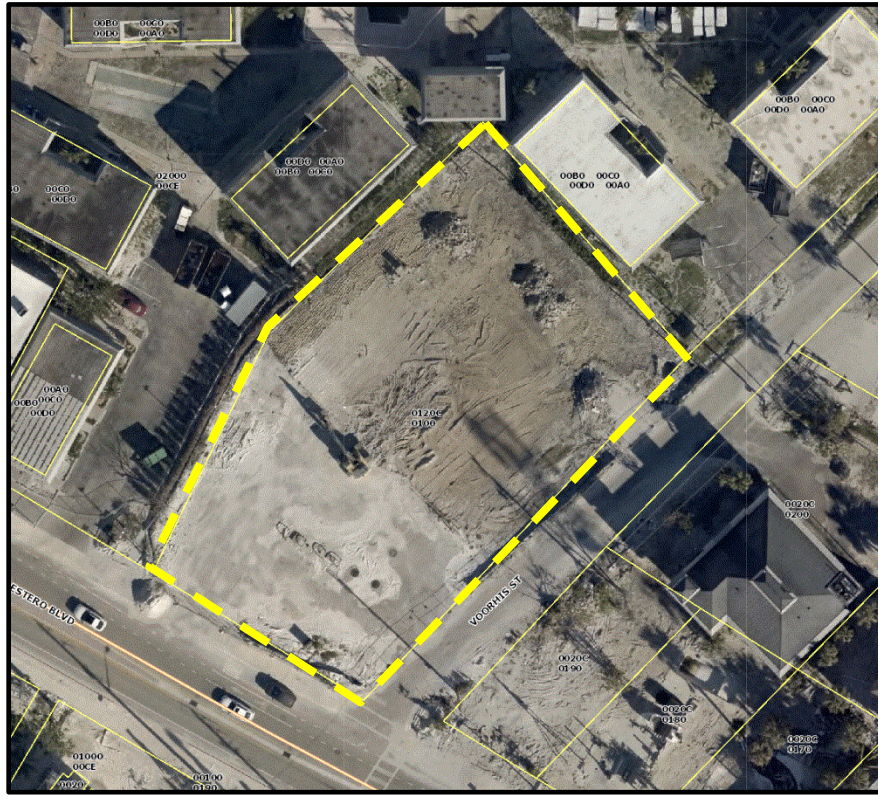


Figure 4. Existing Conditions

PROPOSED USE/DEVELOPMENT

The 7-Eleven convenient store use, which existed on the property for decades, was a very beneficial and popular commercial business for local residents and visitors. Based on the historic demand and continued need for convenience-based businesses in Fort Myers Beach (FMB), the owner is pursuing a new development plan. This plan for a new convenience store with fuel pumps and possible electric vehicle charging station is designed to improve upon what existed prior lan, but also work to potentially reduce or eliminate any non-conformities that existed on the property.

Convenience stores have been and continue to be a stable and necessary commercial business in all communities throughout the United States, and Fort Myers Beach, Florida is no exception. As Fort Myers Beach continues to re-build and regain the pre-Hurricane Ian resident and visitor populations, convenience related businesses will once again be expected and needed in the community.

The specific proposed post hurricane redevelopment of the property will consist of the following:

- A 5,000+/- sq. ft. convenience store with fuel stations and possible electric vehicle charging stations/infrastructure to be open 24 hours and seven days a week.
- One (1) access point from Estero Boulevard and two (2) access points from Voorhis St.
- Dumpster and enclosure with direct access at the rear of the site.



The FMB Land Development Code (LDC) Sec. 34-705(C) states that the floor area ratio (FAR) shall not exceed 1.0. A FAR of 1.0 would allow for a maximum total floor area of the building to be approximately 30,291 square feet. Under the proposed rezoning to CPD, the project is limiting the FAR to a maximum of 0.17. This equates to a maximum building area of approximately 5,000 square feet, which is well below the potential maximum allowed.

LOCATION & COMPATIBILITY

The site is located at the northwest corner of Estero Blvd. and Voorhis Street. The Comprehensive Plan defines and describes this area of the island as the “Quiet Center of Estero Island, which remains peacefully between the bustling portions of Estero Blvd. and the high-rises further down the beach.” This area of the island is predominately single-family neighborhoods with some condominiums, smaller resorts, and the mid-island marina. Estero Blvd. has continuous sidewalks on both sides and the side streets are more “walkable” and link to the town’s “hidden path” system of the neighborhood walkways.

Although described as predominately residential, this area contained a restaurant, fire station, the fire department headquarters as well as the convenience store and gym/fitness facility prior to Hurricane Ian. Junkanoo’s, a popular beach side restaurant was located across Estero Blvd. from the subject site. The properties to the north and west comprise the Gulf Westwind Condominiums, to the east across Voorhis Street is the Fort Myers Beach Fire Department Headquarters and a single-family residence. The fire station is approximately 150 feet west of the site on Estero Blvd. This site within this area of Fort Myers Beach has proven to be an ideal location for the convenience store with fuel pumps and has a history of serving the needs of residents and visitors for several decades and will continue to as this portion of the island redevelops.

The proposed redevelopment based on the requested rezoning and supporting Master Concept Plan (MCP) will maintain the locations of the access drives from Estero Blvd., the two access drives on Voorhis Street, as well as the general location of the fuel tanks and fueling stations fronting on Estero Boulevard. The building is also in the same general location on the property but will be relocated closer to Voorhis St. Relocating the building closer to Voorhis Street will now provide additional spacing for an internal two-way drive aisle on the western side of the building. This wider drive aisle will allow interconnectivity between the front and rear of the site for access to parking at the rear of the building, potentially two electric vehicle (EV) charging stations as well as maintaining direct access to the prior existing enclosed dumpster area. The additional parking in the rear and the drive aisle to the west of the building will provide additional separation from the multi-family buildings.



The future land use category, zoning and existing land uses surrounding the property are as follows:

	FUTURE LAND USE	ZONING DISTRICT	EXISTING LAND USES
NORTH	Mixed Residential	Residential Multi-family	Multi-family (Damaged)
SOUTH	Boulevard and Mixed Residential	Commercial Boulevard, Commercial Office, Residential Conservation	Estero Blvd ROW, Vacant, Residential
EAST	Mixed Residential	Residential Conservation and CPD	Vacant and Essential Service (Damaged)
WEST	Boulevard and Mixed Residential	Commercial Boulevard & Residential Multi-family	Parking Lot and Multi-family (Damaged)

The properties surrounding this site were established decades prior to Hurricane Ian and planned to continue to be both residential and commercial development. Currently the surrounding properties are mostly vacant or significantly damaged and uninhabitable due to the impacts of the hurricane. The property to the north and west was previously Gulf Westwind Condominium, a residential condominium, to the south across Estero Blvd. was the Junkanoo, a longtime Fort Myres Beach restaurant and to the east across Voorhis St. was the Fort Myers Beach Fire Department Administration Building and residential uses.

As outlined within the Development Standards Table on the MCP, the proposed build-to lines along the two frontages for the site and setbacks for side and rear yards are:

- Build-to line:
 - Estero Blvd.: 0 - 90 feet
- Setbacks:
 - Street (Voorhis St.): 0 feet
 - Side/Rear: Primary: 0 feet; Accessory: 3 feet

The development standards, inclusive of the build-to lines and setbacks proposed, further ensure a compatible use adjacent to the heavily travelled Estero Boulevard and adjacent property uses. The surrounding properties, like so many other properties on the island, sustained significant damage due to Hurricane Ian. The multi-family development to the north and west, the commercial and residential parcels to the east and south are in varying stages of the redevelopment process. The convenience store with fueling stations has a proven track record as a compatible use to this area of the island which is evidenced by the many years it serviced the needs of both residents and visitors alike.

Development order approval will include code compliant landscaping throughout the property. Buffers for the site are not required for the portions adjacent to the Estero Blvd., Voorhis St. public rights-of-way, and the parking lot to the southwest. A perimeter buffer will be required along the northeast and northwest property lines where it abuts the Gulf Westwind multi-family buildings. The minimum required buffer will be a type C as required by LDC Sec. 10-416 and detailed at the time of Development Order approval. The dumpster enclosure, located on the north side of the property will be screened as required by LDC.



Prior to Hurricane Ian, the existing convenience store and a health/fitness facility occupied the previous building which measured approximately 6,234 square feet. The proposed building will be approximately 5,000 square feet allowing for the reconfiguration of the site as depicted through the MCP to accommodate 18 parking spaces at the perimeter of the building, appropriate width drive aisles throughout the site and appropriate landscaping to continue to be compatible with the surrounding uses, while creating a safe, attractive development.

The previously established use of a convenience store has a proven history of being compatible at this location with the surrounding roadways, restaurants and residential uses over several decades. The proposed development standards, applicable buffering, and landscaping outlined within the proposed CPD will continue to ensure the new convenience store use remains compatible.



**THE FOLLOWING ADDRESSES APPLICABLE SECTIONS PROVIDED FOR IN THE
PLANNED DEVELOPMENT APPLICATION – SUPPLEMENT PH-D FORM:**

A. COMPREHENSIVE PLAN AMENDMENTS

The following Comprehensive Plan Amendments are pending and could affect the future use of this property:

- Mixed Use Districts Designation – Civic Center & Coconut Village RV Park District



The applicant is aware that the town is currently in the beginning stages of amending their Future Land Use Map (FLUM) designation. As of the date of this submittal, the town is considering a Future Land Use change for the subject property that would remove the property from the Boulevard FLUM designation and place the property within the “Civic Center & Coconut Village RV Park District” FLUM designation. The applicant intends to comply with and be consistent with all land use regulations that are in place

during the process of this application. Currently, the Town does not have a definite timeline for approval and implementation of the proposed changes and the applicant desires to move forward with this petition. The applicant intends to be generally consistent with the existing Boulevard FLUM designation, while also taking into consideration the current drafted language for the proposed “Civic Center & Coconut Village RV Park District” land use designation that may be appropriate and beneficial to all parties.



B. PHASING OF CONSTRUCTION

The development is to be constructed in a single phase.



C. COMPREHENSIVE PLAN COMPLIANCE

COMMUNITY DESIGN ELEMENT:

OBJECTIVE 1-A ESTERO BOULEVARD — Improve the functioning and appearance of Estero Boulevard as the premier public space and primary circulation route of Fort Myers Beach.

POLICY 1-A-1 Changes along Estero Boulevard should improve on the characteristics that make it a boulevard in character and not just in name: safe and interesting to walk along, impressive landscaping, and scaled to people rather than high-speed traffic.

The redevelopment plan proposes enhancements and site alternations to the frontage along Estero Blvd. as well as throughout the site. These enhancements and alternations include access management, relocation of parking to be adjacent to the building rather than at the front of the site, defined sidewalk area along Estero Blvd, transit stop at Estero Blvd., and buffer/landscaping throughout the site. Due to the limited size of the site, the proposed building is smaller than the original building enabling parking to be relocated so that vehicular traffic will not be backing out of the parking spaces from the front of the property at the Estero Blvd. entrance. The MCP proposes to extend the sidewalk from Estero Blvd. along Voorhis St. to the convenience store, thereby creating a more pedestrian friendly environment. Although the fuel pumps will remain located between the front of the building and Estero Blvd., the traffic pattern will be improved through the elimination of the parking at the front of the property and their new orientation provides for safer and efficient movements to and from the property. The redevelopment plan also proposes maintaining the two access points from Voorhis Street to encourage traffic flow off of Estero Blvd. and allowing access to the convenience store without the need to also maneuver around the fueling stations.

The proposed enhancements through the redevelopment of the site create a development with improved accessibility and safety for pedestrians, while improving the appearance for residents and visitors on the primary circulation route of Fort Myers Beach, thus supporting the “Estero Blvd” vision as described in Objective 1-A and Policy 1-A-1 of the Fort Myers Beach Comprehensive Plan.

FUTURE LAND USE ELEMENT:

GOAL 4: To keep Fort Myers Beach a healthy and vibrant “small town,” while capitalizing on the vitality and amenities available in a beach–resort environment and minimizing the damage that a hurricane could inflict.

POLICY 4-B-5: BOULEVARD A mixed-use district along portions of Estero Boulevard, including less intense commercial areas, historic cottages, and mixed housing types. This category is not intended to allow commercial uses on all properties; its mixed-use nature is intended to remain permanent. To obtain approval for a new or expanded commercial activities, proposals must be sensitive to nearby residential uses, complement any adjoining commercial uses, contributed to the public realm as described in this comprehensive plan, and meet the design concepts of this plan and the Land Development Code. These qualities and overall consistency with this comprehensive plan shall be evaluated by the town through the planned development rezoning process.



POLICY 4-C-2: The maximum intensity of allowable commercial development in any category may be controlled by height regulations (see Policy 4-C-4) or by other provisions of this plan and the Land Development Code. Standards in the Land Development Code will encourage more intense commercial uses only in the “Pedestrian Commercial” category. The Land Development Code shall specify maximum commercial intensities using floor-area-ratios (the total floor area of the building divided by the area of the site in the category allowing commercial uses). The Land Development Code may allow floor-area-ratios in the “Pedestrian Commercial” category as high as 2.5, and in other categories as high as 1.5.

The project site is located within the Commercial Boulevard Zoning District which allows a maximum floor area ratio (FAR) of 1.0. The subject property is comprised of 30,291 +/- sq. ft. (0.70 +/- acres). The CPD proposes a maximum FAR of 0.17, which would allow for a maximum building area of approximately 5,000 sq. ft. The proposed floor area ratio proposed by this rezone from the Commercial Boulevard Zoning District to the CPD Zoning District complies with Fort Myers Beach’s Comprehensive Plan Policy 4-C-2.

POLICY 4-C-3. iv. In the “Boulevard” category, where mixed-use development including some commercial uses may be permissible, landowners may seek commercial rezoning only through the planned development process. Proposals must be sensitive to nearby residential uses, complement any adjoining commercial uses, contribute to the public realm as described in this comprehensive plan, and meet the design concepts of this plan and the Land Development Code.

The proposed redevelopment of the previously established convenience store is a permissible use. In order to redevelop and to create a more resilient property it is necessary to seek a rezoning to CPD through the planned development process. This will enable development that is sensitive to nearby residential uses and more compliant with design concepts of the Comprehensive Plan and the Land Development Code.

POLICY 4-C-3. v. The following principles shall be considered by the town when evaluating requests for new commercial uses:

- a. Shopping and services for residents and overnight guests are strongly preferred over shopping and services that will attract additional day visitors during peak-season congestion.**
- b. Shopping and services that contribute to the pedestrian character of the town are strongly preferred over buildings designed primarily for vehicular access.**

The previously established convenience store with fueling station provided necessary goods to the island residents and visitors for decades. The proposed redevelopment of the site will provide a much-needed resource for the island residents, workers, and visitors to meet their everyday needs, while not being a venue to attract day visitors to the island. The potential EV charging station, bike racks, and existing nearby transit stop support the desire for alternative modes of transportation both on and off the island. The redevelopment of the site supports Policy 4-C-3 and the needs of island residents and guests.



OBJECTIVE 4-D POST-DISASTER REDEVELOPMENT — Provide for the organized and healthy reconstruction of Fort Myers Beach after a major storm by showcasing successful local examples of floodproofing, by requiring redevelopment activities to meet stricter standards. For flood- and wind-resistance, and by improving the current post-disaster build back policy.

The new commercial building will be more resilient, complying with the latest and more stringent Florida Building Code. Additionally, state and federal flood regulations will be followed, improving the resiliency of the new structures.

COASTAL MANAGEMENT ELEMENT:

GOAL 5: To keep the public aware of the potential effects of hurricanes and tropical storms and to plan a more sustainable redevelopment pattern that protects coastal resources, minimizes threats to life and property, and limits public expenditures in areas subject to destruction by storms.

POLICY 5-A-1 The town shall maintain and enforce building codes at least as stringent as required by Florida law to limit the potential damage of structures from hurricanes and tropical storms. These codes shall include wind-resistance commensurate with the risk of a coastal environment and building elevation requirements that conform with federal laws and Flood Insurance Rate Maps.

The proposed redevelopment of the site will be in compliance with all applicable federal, state and local regulations to develop a resilient commercial property to serve the residents and visitors of Fort Myers Beach.

TRANSPORTATION ELEMENT

GOAL 7: To improve peak-season mobility without reducing the permeability of Estero Boulevard to foot traffic or damaging the small-town character of Fort Myers Beach. The town seeks to reduce speeding, improve evacuation capabilities, and improve mobility through balanced transportation improvements such as a continuous system of sidewalks and bikeways, a network of trolleys and water taxis linked to off-island systems, and parking options matched to road capacity.

POLICY 7-D-3 ALTERNATE TRAVEL MODES

The town shall support alternatives to car travel to free up road capacity for trips that do require a car. Public funding sources shall include county/state gasoline taxes and road impact fees. The town shall modify its road impact fee ordinance by 1999 to allow these fees to be spent (within legal limits) on capital improvements that relieve road congestion, such as better sidewalks, trolley improvements, and off-island parking areas.

Due to the site's location on Estero Blvd., the main throughfare on the island, visitors and residents alike, no matter what mode of transportation they use will pass by this prime location. To better serve the public the proposed site design includes a new clearly marked parking lot oriented more appropriately for vehicular use, reconstructed existing driveways along Estero Blvd. and Voorhis Street, proper parking lot lighting, and an unobstructed sidewalk with nearby street crossings. To encourage use of alternate travel modes, the development will provide bike racks and a new sidewalk along a portion of Voorhis Street to the existing transit stop located along Estero Blvd., at the southeast corner of the subject site. The potential installation of two electric vehicle charging stations is also being evaluated as part of the redevelopment.



UTILITIES ELEMENT

GOAL 8: To improve the existing systems that provide safe drinking water, irrigation water, sewer service, and solid waste disposal in order to reduce environmental impacts on land and water while keeping costs as economical as possible.

POLICY 8-A-1 Mandatory customer connections to water and sewer utilities shall continue to be the policy of the Town of Fort Myers Beach.

The proposed development will connect service to water and sewer utilities as available through the Town of Fort Myers Beach.



D. DESIGN STANDARDS COMPLIANCE

The proposed post-hurricane redevelopment of the subject site to rebuild the 7-Eleven convenience store will be generally consistent with the overall purpose and intent of the commercial design standards provided under LDC Section 34-991. The following outlines compliance with the specified design standards within LDC Sections 34-994 through 34-997:

Based on the architectural representations of the new 7-Eleven (See the required Architectural Elevations included in the submittal documents), the proposed exterior walls will be a combination of stucco and fiber cement panels/boards, which are identified as an appropriate finish material under LDC Section 34-994 for all principal facades facing public rights-of-ways. The structure will be dry-floodproofed and elements integrated into the overall building design so as to be “visually unobtrusive” assuring compliance with the subject property being within FIRM Zones: VE 14, AE 13 and AE 12. The principal façade will be designed and compliant with the requirements for transparent windows, glazing, and shape.

The proposed building will be compliant with those applicable portions of LDC Section 34-995 addressing “Principal Façade Walls” standards. Through the use of elements such as windows, awnings, façade projections and entrances, 7-Eleven is proposing to utilize various elements in order to ensure compliance with the design standard requirements contained within the LDC.

LDC Section 34-996 specifically allows for a variety of roof types. The proposed 7-Eleven is designed with a flat roof and parapet, which is permitted under subsection (b). Above the front entrance facing Estero Blvd., an architectural “entry tower” with a hip roof is proposed. The “entry tower” roof consists of a standing seam metal roof, which is permitted under subsection (c).

Due to the existing infrastructure and the limited lot size, the proposed redevelopment cannot support plazas and courtyards. The redeveloped project provides for internal pedestrian passages to the existing sidewalk along Estero Boulevard and the proposed sidewalk along Voorhis St., thus meeting the intent of LDC Section 34-997(d).



E. DECISION-MAKING COMPLIANCE

(1) Whether there exists an error or ambiguity which must be corrected.

There are no known errors or ambiguity that must be corrected in relation to the requested rezoning from Commercial Boulevard to CPD. If any exist, they will be discussed and resolved during staff review and public hearings before the Local Planning Agency (LPA) and Town Council. Utilizing the proposed CPD rezone request, reductions or elimination of any existing non-conformities will be corrected as applicable.

(2) Whether there exist changed or changing conditions which make approval of the request appropriate.

The Town of Fort Myers Beach has been devastated by Hurricane Ian. The proposed rezoning will allow for the rebuilding of a prior 7-Eleven convenience store with gas pumps and potentially electric charging stations, which enables the town to return to normal activities with the conveniences the residents and visitors previously enjoyed and expect moving forward.

(3) The impact of a proposed change on the intent of this chapter.

The proposed rezoning change to CPD is consistent with the purpose and intent of the zoning chapter of the Land Development Code (LDC). The CPD will encourage and promote the redevelopment of a destroyed convenience store business that is needed in the community, reduce or eliminate prior non-conformities as applicable, and provide for a more resilient and improved development within the Boulevard FLU designation. Through the rezoning process allowed under this chapter and subsequent development order review and approvals, the new 7-Eleven will not negatively impact the community's health, safety, and general welfare.

(4) The testimony of any applicant.

The professional experts retained to support the petition will provide future testimony during the appropriate public hearings.

(5) The recommendation of staff and of the local planning agency.

The petition will be reviewed by staff and subsequent testimony during the public hearing process before the Local Planning Agency and recommendations provided to the Town Council.

(6) The testimony of the public.

The public will be provided with the opportunity to testify before the LPA and Town Council. Such testimony will be evaluated as applicable and appropriate to the request for the LPA's recommendation and Town Council's decision.



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

Please see Section C above, which provides the narrative that the petition is consistent with the town's comprehensive plan.

(8) Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.

The rezoning request and the associated commercial use, specifically the proposed redevelopment of a convenience retail store with gas pumps and electric vehicle charging stations, is ideal for the location. The site was previously developed with a convenience store with gas pumps and a health/fitness facility supporting the surrounding residents' and visitors' needs. The subject property is located in an area of the town with a history of a mixture of commercial and residential uses and is being considered as a future mixed-use node under the update to the Comprehensive Plan.

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

All urban services were in place for the prior existing retail store use and remain in place to adequately serve the subject site.

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

The subject property was previously developed and has been subsequently cleared of all existing site improvements, ground cover, and natural areas due to the catastrophic impacts of Hurricane Ian. No environmentally critical areas and natural resources exist on the site.

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

The request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to person or property as the proposed uses, specifically the convenience retail use existed prior to the catastrophic events of Hurricane Ian. There are no known documented code enforcement cases indicating the prior convenience retail use was deemed a nuisance, hazardous, or caused detrimental effects to the community. The current adjacent surrounding uses consist of public rights-of-way (Estero Boulevard and Voorhis Avenue) and a residential condominium. All proposed setbacks, buffers, and open space areas are consistent with the standards provided for within the Land Development Code or are suitably proposed and complementary to the mixed-use development pattern located in this area of the town.



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

Based on the fact the subject property supported a previously existing convenience store use prior to Hurricane Ian, the proposed request does not create any burden upon existing transportation or other services and facilities.

(13) For planned development rezonings, see § 34-216 for additional considerations.

This request to rezone the subject property from Downtown to Commercial Planned Development (CPD) will be presented at public hearings before the local planning agency and the town council consistent with LDC Section 34-216(a)(1). As demonstrated throughout this narrative the proposed CPD meets the following findings criteria under LDC Section 34-216(2):

- a. The proposed use, and more specifically a convenience retail use with fuel station and possible EV charging station, as provided for within the Schedule of Uses are appropriate to the subject location due to a 7-Eleven with fuel pumps existed on the property for decades without issue prior to Hurricane Ian.
- b. Sufficient safeguards to the public interest are or will be provided through applicable special conditions that are either depicted on the concept plan, described within the above narrative or agreed upon during the public hearing process.
- c. Sufficient safeguards to the public interest are or will be provided through applicable special conditions that are depicted on the concept plan, described within the above narrative or agreed upon during the public hearing process.
- d. The proposed rezoning request meets specific requirements of the comprehensive plan that are relevant to the requested planned development, such as the following:
 1. Policy 4-C-3: See Section "C" within the above narrative.
 2. Policies 4-B-5 and 4-C-3: See Section "C" within the above narrative.
 3. Policy 4-C-4: Proposed height is not taller than the standard height limit of 30' allowed under the Land Development Code.
 4. Policy 4-C-8: Density transfers. Not applicable.
 5. Policy 4-E-1: The existing development was consistent with and well below the allowed intensity (FAR 1.0) prior to the natural disaster (Hurricane Ian). Any proposed development will be consistent with the maximum intensity allowed under the comprehensive plan and LDC.
 6. Policy 7-J-2: The proposed rezone request is not a major rezoning as the request applies to a property that is less than one acre in area. Additionally, the proposed future redevelopment of an existing convenience retail store of similar size would not contribute to any additional major traffic impact on the surrounding network.



CONCLUSION:

As detailed in the above narrative, supporting application documents, and the proposed MCP, the application demonstrates consistency and compliance with both the Fort Myers Beach Comprehensive Plan and Land Development Code. Through the redevelopment under the unique aspects of the subject property, reduction of any applicable existing non-conformities and with proposed structures compliant with today's Florida Building Codes and FEMA standards, the developer will provide a project that is more resilient and an improvement for the public health and safety for the citizens of Fort Myers Beach and its visitors. This rezoning effort will help bring back a much-needed convenience store on the island, helping to improve living conditions and further supporting the public's overall health, safety and welfare.



**3051 ESTERO BLVD COMMERCIAL PLANNED DEVELOPMENT (CPD)
Planned Development Rezone Application**

SECTION F: SCHEDULE OF DEVIATIONS AND JUSTIFICATIONS

DEVIATION #1 seeks relief from the driveway separation requirements of LDC Section 10-285 along Estero Boulevard and Voorhis Street. The deviation would allow driveway separation to be a minimum of 97.7 feet along Estero Blvd from Voorhis St., and a minimum of 73 feet from the Estero Boulevard/Voorhis Street intersection to the most southern driveway on Voorhis Street.

Justification: The proposed driveways (accessways) onto Estero Boulevard and Voorhis Street existed prior to Hurricane Ian and the destruction of the prior convenience store/commercial structure. As shown on the MCP, these three accessways are to remain in the same locations as previously existed prior to Hurricane Ian. The proposed location of the redeveloped convenience store and supporting facilities is substantially consistent with the prior location of the prior convenience store/commercial structure and as such justifies maintaining the alignment and location of the accessways. Additionally, maintaining accessways from Estero Boulevard and Voorhis Street in these locations is appropriate due to the unique angular configuration of the subject property and the need to properly manage and maintain vehicular traffic, especially for fuel/delivery trucks, waste management trucks and vehicles accessing fuel pumps. The proposed configuration also provides accessway widths that meet current land development regulations as well as improving pedestrian connectivity with the addition of a sidewalk along Voorhis Street to the site and the relocation of the parking spaces from the front of the site to the building perimeter. There are no known documented issues or incidents with the accessway locations prior to Hurricane Ian. The proposed driveway locations still provide a safe and appropriately manageable traffic circulation that achieves general consistency with the intent of LDC Section 10-285 to provide as much connection separation while keeping the proposed redevelopment feasible and to not negatively impact the public's health, safety, and welfare.

DEVIATION #2 seeks relief from the minimum width requirement of 15 feet for a type "C" buffer under LDC Section 10-416 (d)(3) Table 10-9. The deviation would allow a min width of 3 feet for a portion of the required buffer along the northeastern boundary.

Justification: A 15-foot-wide type "C" buffer is required along the northeast boundary of the proposed planned development. The proposed MCP indicates the location of the required dumpster enclosure and electric vehicle (EV) infrastructure within a small portion of this required buffer area. The proposed reconstructed dumpster enclosure is in the same location that it existed prior to the impacts of Hurricane Ian. The reconstructed dumpster enclosure positioned in the same location as it previously existed will require a reduction in the width of the buffer to a minimum of 3 feet and for a length of no more than 26 feet along the northeastern boundary. There are no known documented issues, nuisances, or complaints regarding the prior location of the dumpster enclosure. The addition of a wall and appropriately placed landscaping plantings along the northeastern boundary buffer, will ensure any potential effects associated with the reconstruction of the dumpster and EV infrastructure in this area will be reduced or eliminated. The granting of this deviation to reduce the buffer width for a small portion of the northwestern boundary will allow the required dumpster enclosure to be reconstructed in the same location as it existed before Hurricane Ian and provide for much needed EV charging options within the town. Appropriate landscaping



for this portion of the buffer and providing a new wall within the buffer will also help ensure there are no negative impacts to the public's health, safety, and welfare.

DEVIATION #3 seeks relief from LDC Section 34-704(a) which requires build-to lines for Estero Boulevard to be established at five to ten feet from front property lines. The deviation would allow for a build-to line of five to ninety feet for Estero Boulevard.

Justification: Prior to Hurricane Ian the subject property was developed with a 6,250± sq. ft. commercial building which setback approximately 90' from Estero Blvd, the building contained a convenience store and a health/fitness facility with fuel stations located between the building and Estero Boulevard. The site is located within the Commercial Boulevard (CB) zoning designation which has build-to lines for Estero Boulevard established at five to ten feet from front property lines.

The proposed redevelopment has been designed with the building, property access and infrastructure for the fuel tanks and pumps remaining in the same basic location as they were prior to the storm. The building is approximately 89' from the Estero Boulevard property line, with type "C" buffers and a wall along the residential multi-family zoned properties at the northeast and northwest boundaries. Parking is proposed to be at the front and rear of the building with a drive aisle allowing vehicular access from the front to the rear of the property. The use of a convenience store with fuel station has a proven history of being successful in serving the community as it was previously designed.

Through the Post-Disaster build back policy, the building will comply with all current building, life safety and accessibility codes. Based on the above justification, the granting of this deviation from the Commercial Boulevard build-to line to allow for a five – ninety feet build-to line at Estero Boulevard will not be injurious to the neighborhood or negatively impact the overall health, safety and welfare of the island or its residents.

DEVIATION #4 seeks relief from LDC Section 34-706(d) which requires properties that front on Estero Boulevard and have access to a secondary street, to take access from the secondary street, except when the requirement would prohibit reasonable access. The deviation allows driveway access to remain as existing from Estero Boulevard and Voorhis Street.

Justification: Prior to Hurricane Ian, accessway locations onto the subject property were located along Estero Boulevard and two on Voorhis Street. The proposed redevelopment has been designed with the building, property access and infrastructure for the fuel tanks and pumps remaining in the same basic location as they were prior to the storm and as a result, the accessway locations are also in the same locations. These accessway locations have demonstrated over time to provide safe and efficient vehicular access to the convenience store parking, fueling pumps, and service areas. The proposed site layout provides for an internal drive aisle allowing vehicular access from Estero Boulevard to the rear of the property allowing trucks delivering supplies, fuel and accessing the refuse container, and the ability to maneuver the site in an unobstructed manner.

The granting of this deviation to allow the proposed driveway locations to remain as they generally existed prior to Hurricane Ian will help enable the redevelopment of the convenience store and fueling stations. Their locations will continue to provide a safe, efficient, and manageable vehicular circulation to and from the property with no negative impacts the public's health, safety, and welfare.



DEVIATION #5 seeks relief from LDC Section 34-704(b)(1)(a) which requires minimum street setbacks for streets other than Estero Boulevard to be ten feet. The deviation would allow a minimum of a zero (0) foot setback from Voorhis Street.

Justification: The proposed site design locates the convenience store building with a zero (0) foot setback at the property line adjacent to Voorhis Street. This location allows for additional separation and green space between the residentially zoned property to the west, which allows for a 15 foot wide type C buffer. Having the building closer to the Voorhis Street property line, as detailed on the MCP, also allows for an internal drive aisle designed for an improved and efficient lane for delivery and service trucks.

The requested deviation to allow for a reduction in the street setback from a minimum of 10 feet to 0 feet, provides relief to address the unique constraints of redeveloping a site after a natural disaster. The granting of this deviation will not negatively impact the health, safety and welfare of the community.

DEVIATION #6 seeks relief from LDC Section 34-1744(b)(4)(d) which requires screening of refuse containers to not exceed six feet height. The deviation would allow the refuse container screening (enclosure) to be a maximum of seven feet six inches (7' 6") in height.

Justification: The proposed site design, as detailed on the MCP, locates the refuse container in approximately the same location as it was prior to Hurricane Ian. This location is appropriate in that it allows access to the container via a continuous drive aisle around the building from Estero Boulevard and Voorhis Street. The refuse container will be separated from the adjacent multi-family properties by a Type "C" buffer with a wall. To provide additional screening of the refuse container from adjacent residential properties and to help further contain any solid waste and recycling items and the dumpsters themselves, the container screening is proposed to exceed the six feet height restriction by 1.5 feet. Granting of this deviation to allow the refuse container screening (enclosure) to be a maximum of seven feet six inches (7' 6") in height will provide a benefit to the adjacent properties and not be injurious to the neighborhood or negatively impact the overall health, safety and welfare of the island or its residents.



GENERAL NOTES:

- SCHEDULE OF USES:

COMMERCIAL

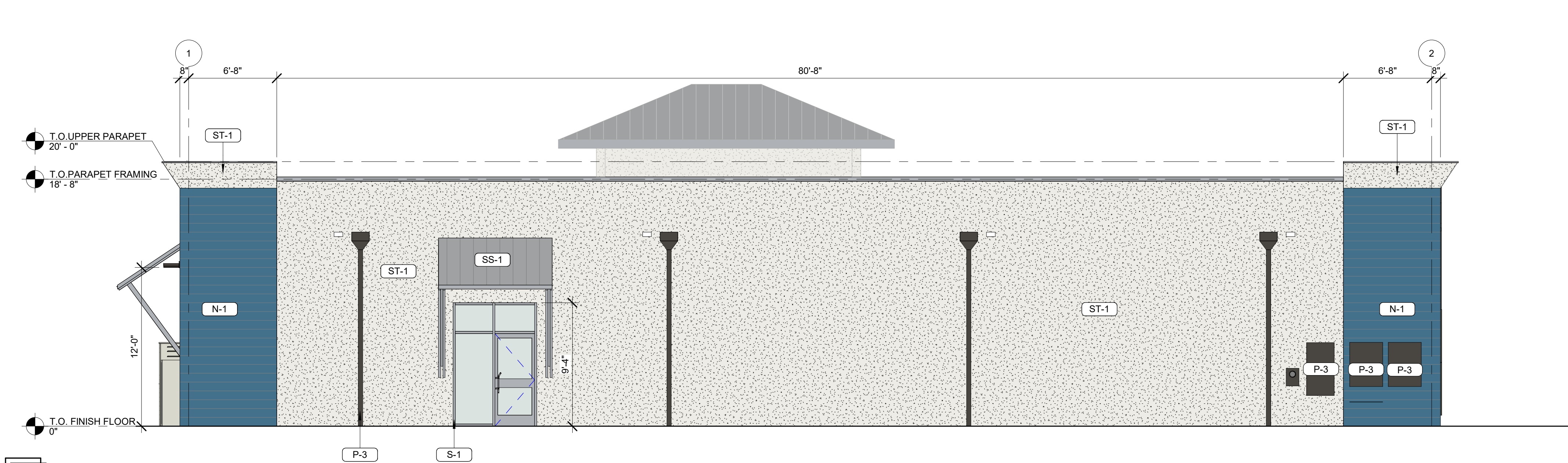
- DEVIATIONS:

- | LEGEND | |
|---|--------------------|
|  | CPD BOUNDARY |
|  | BUILDING FOOTPRINT |
|  | DRIVEWAY |
|  | CONCRETE |
|  | INGRESS / EGRESS |
|  | DEVIATION |

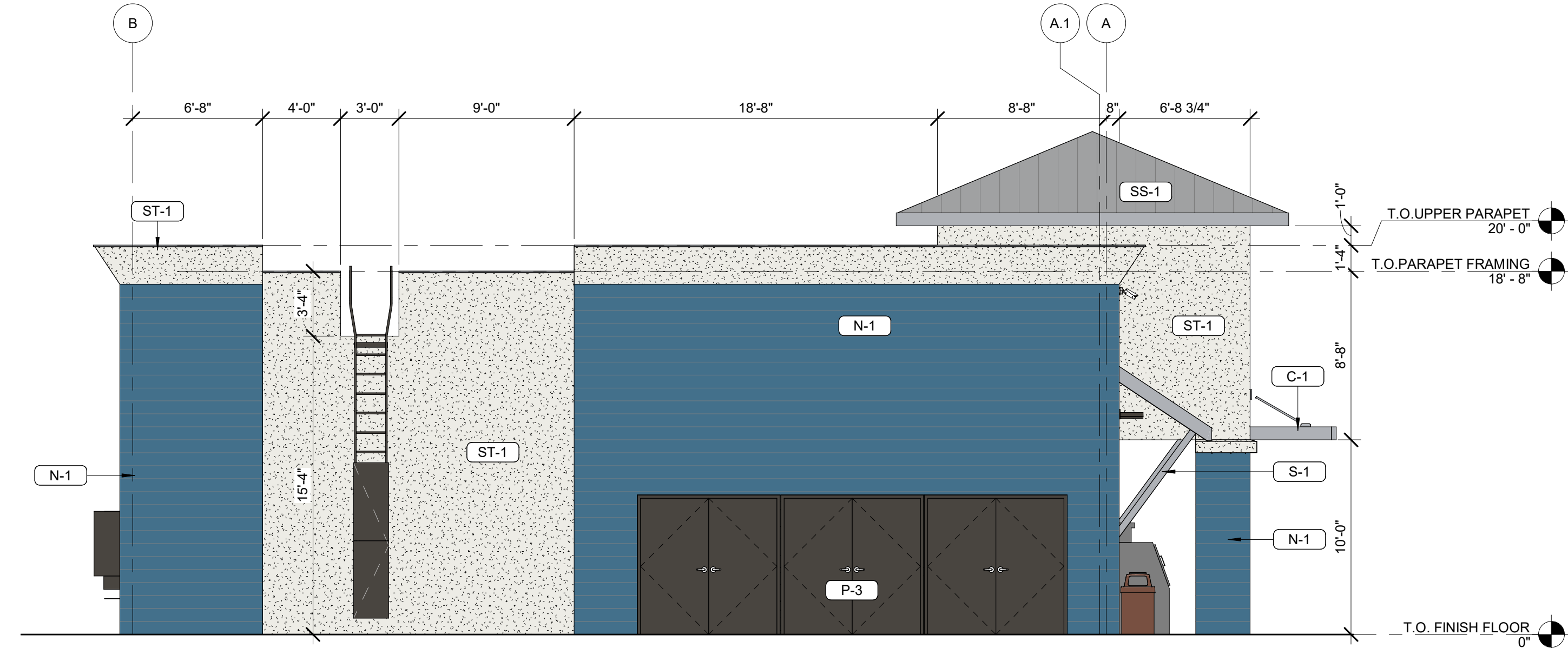
DATUM NOTE:

ALL ELEVATIONS REFERENCE NAVD88 VERTICAL DATUM.
APPROXIMATE CONVERSION FOR PROJECT AREA: NAVD88 + 1.18' = NGVD29
ANY DATUM CONVERSIONS SHOULD BE CONFIRMED BY A LICENSED
SURVEYOR PRIOR TO USE.

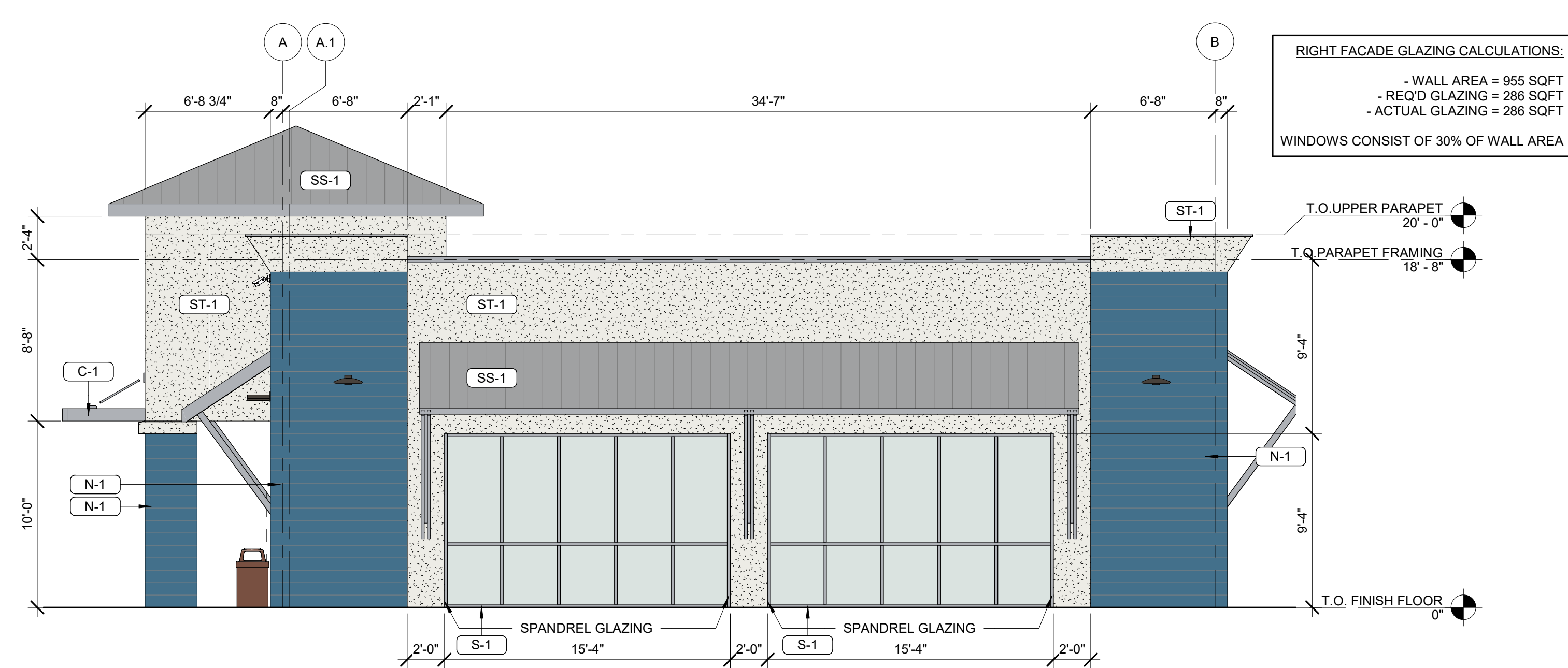
Page 340 of 797



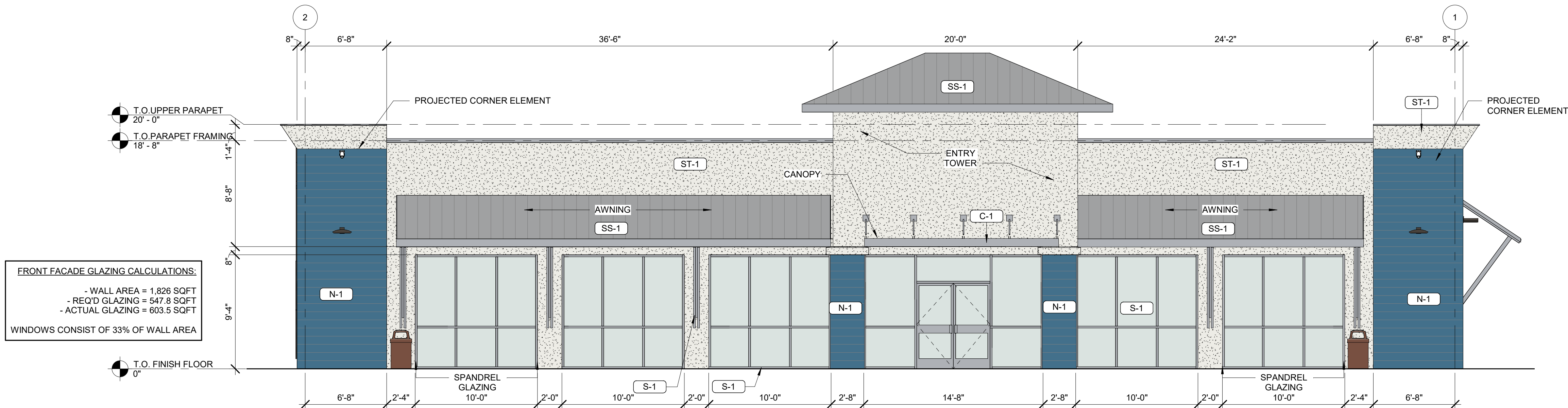
4
R0.01
ELEVATION - REAR (EAST)
3/16" = 1'-0"



3
R0.01
ELEVATION - LEFT (NORTH)
3/16" = 1'-0"



2
R0.01
ELEVATION - RIGHT (SOUTH)
3/16" = 1'-0"



1
R0.01
ELEVATION - FRONT (WEST)
3/16" = 1'-0"

EXTERIOR MATERIALS SCHEDULE			
(NOT ALL MATERIALS IN SCHEDULE ARE USED)			
NO.	MATERIAL	MANUFACTURER	COLOR
MR-1	MEMBRANE ROOFING	DUROLAST	WHITE
N-1	FIBER CEMENT PANEL	NICHIA	DOWN POUR SW 6516
P-3	EXTERIOR HM DOORS, FRAMES, TRASH ENCLOSURE GATE, GRAVEL GUARDS, AND LIGHT POLES	SHERWIN WILLIAMS	SEAL SKIN SW 7675
S-1	ALUMINUM STOREFRONT GLAZING	KAWNEER	CLEAR
C-1	PREFINISHED ALUMINUM CANOPY	MAPES LUMISHADE	CLEAR ANODIZED
SS-1	STANDING SEAM METAL ROOF	BERRIDGE	LEAD COTE
ST-1	STUCCO	DRYVIT OR EQ	PAINTED (P-1) PURE WHITE
ST-2	STUCCO	DRYVIT OR EQ	NOT USED
AL-1	ALUMINUM CANOPY BRACKETS	TBD	CLEAR ANODIZED

7-ELEVEN #1055519
3051 ESTERO BLVD
FORT MYERS BEACH, FL 33931

CREIGHTON COMMERCIAL DEVELOPMENT
900 SW PINE ISLAND ROAD, SUITE 202 CAPE CORAL, FL 33991

REVIEW BOARD ELEVATIONS

CREIGHTON
COMMERCIAL DEVELOPMENT

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ARCHITECTURE
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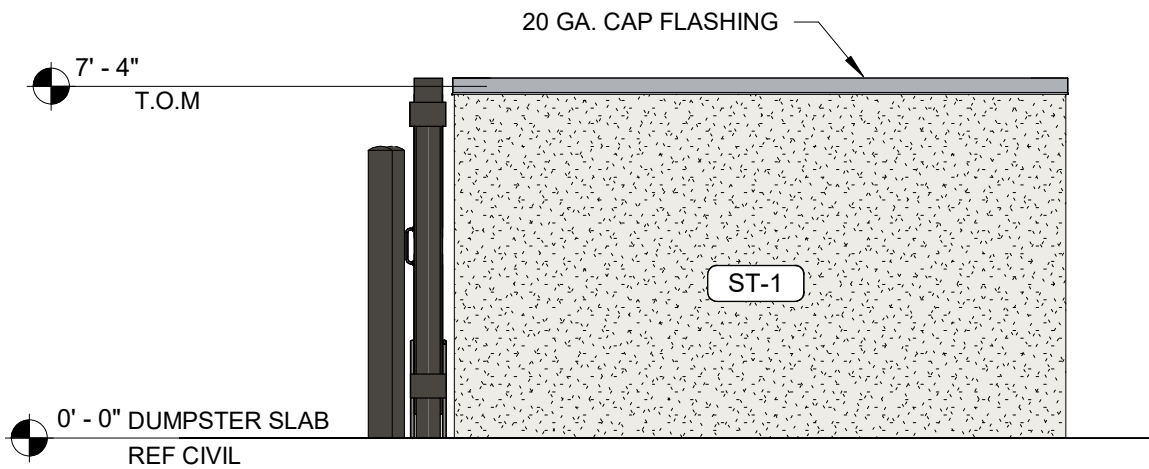
Drawings and Specifications as Instruments of service are and shall remain the property of the Architect. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to the Architect.

Contractor is responsible for confirming and correcting dimensions at job site. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the project.

NOT FOR CONSTRUCTION

07/25/2023

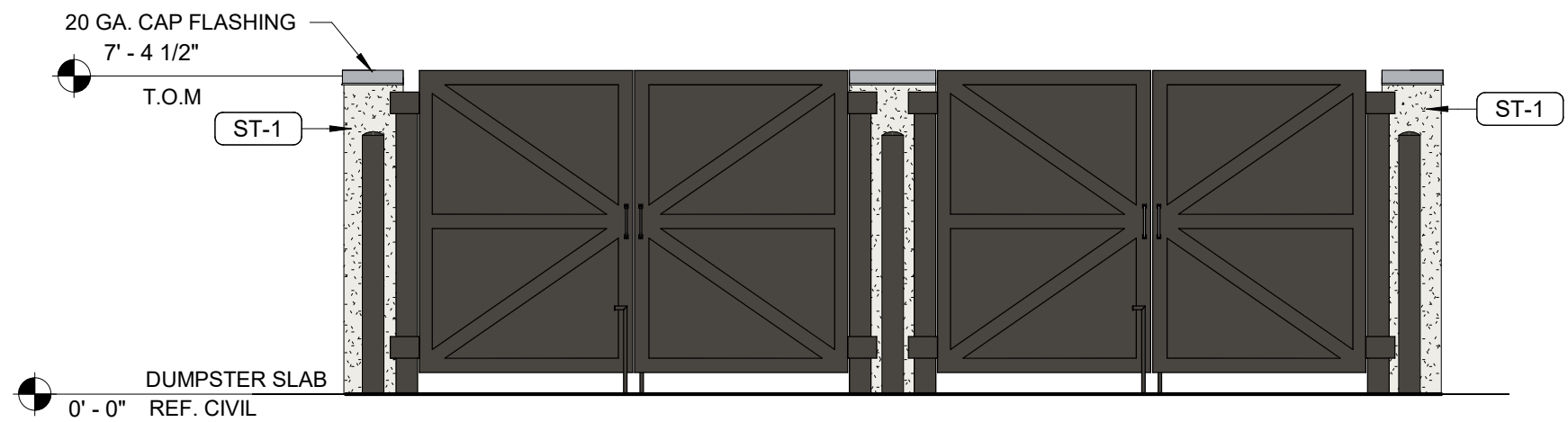
JOB#: 23044
DATE: 07/25/2023
SHEET: R0.01



3

R0.02

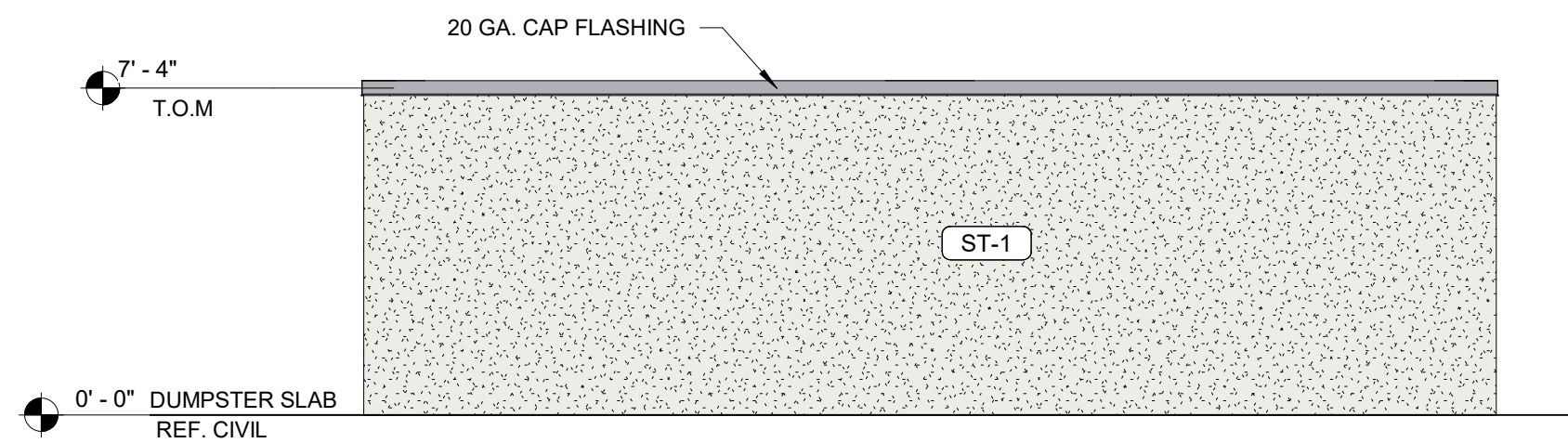
SIDE ELEVATION DUMPSTER ENCL. (EAST)
1/4" = 1'-0"



2

R0.02

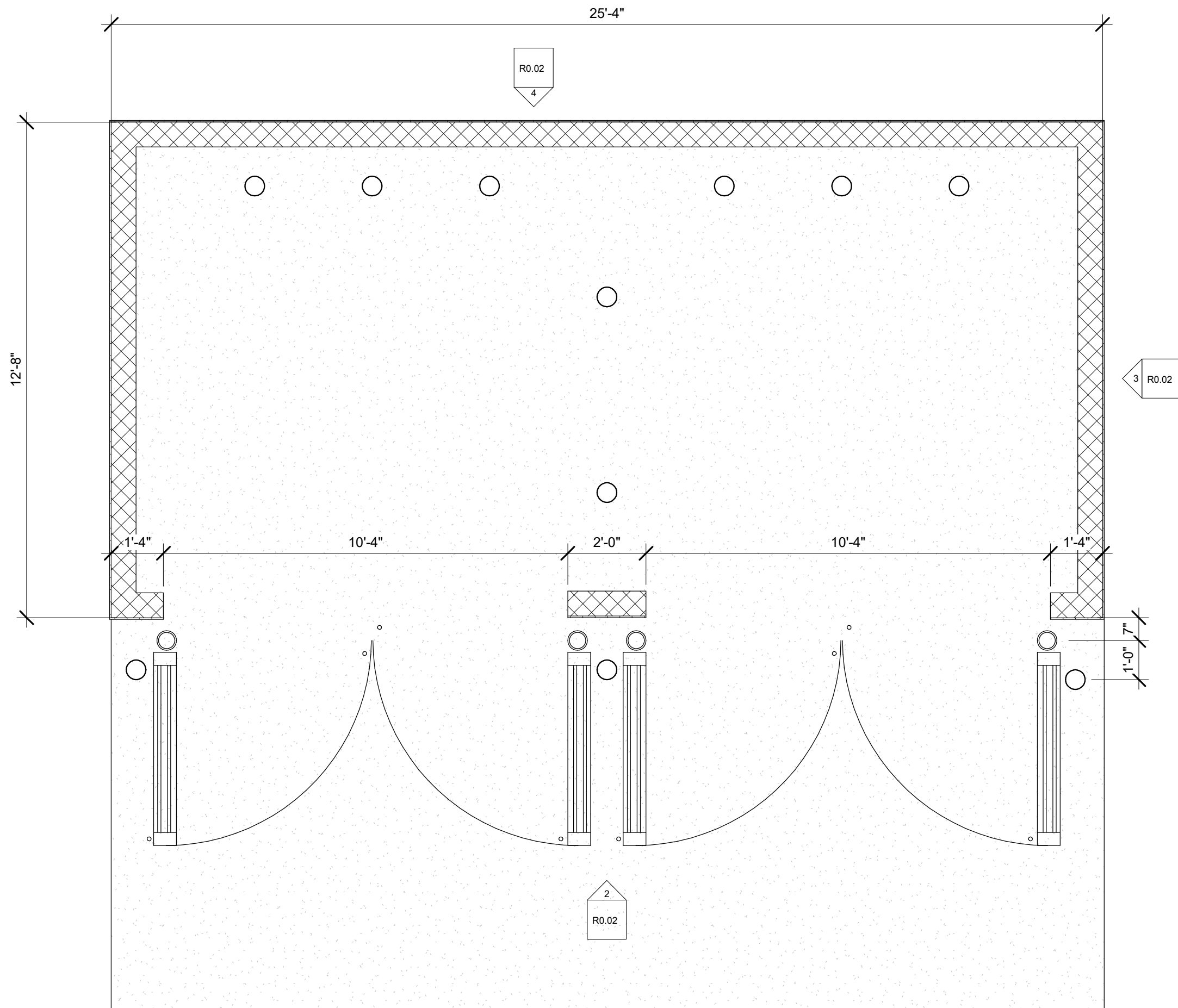
GATE ELEVATION DUMPSTER ENCL. (NORTH)
1/4" = 1'-0"



4

R0.02

REAR ELEVATION DUMPSTER ENCL. (SOUTH)
1/4" = 1'-0"



1

R0.02

DUMPSTER ENCLOSURE PLAN
3/8" = 1'-0"



07/25/2023

JOB#: 23044
DATE: 07/25/2023
SHEET:

R0.02

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Contractor is responsible for confirming and correcting dimensions at job site. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the project.

The seal and signature apply only to the document to which they are affixed and we expressly disclaim any responsibility for all other plans, specifications, estimates, reports or other documents or instruments relating to or intended to be used for any part or parts of the project.

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900 SW PINE ISLAND ROAD, SUITE 202 CAPE CORAL, FL 33991
REVIEW BOARD DUMPSTER ENCLOSURE

PROTO:7043 CST 2022-02

REV.#	DATE	DESCRIPTION



**NOT FOR
CONSTRUCTION**



**NOT FOR
CONSTRUCTION**



**3051 ESTERO BLVD COMMERCIAL PLANNED DEVELOPMENT (CPD)
Planned Development Rezone**

SCHEDULE OF USES

RETAIL STORE, SMALL TO INCLUDE:

CONVENIENCE STORES WITH FUEL PUMPS (OPEN 24 HRS/7 DAYS)

TRAFFIC IMPACT STATEMENT

FOR

7-ELEVEN @ 3051 ESTERO BLVD

(PROJECT NO. F2308.16)

PREPARED BY:
TR Transportation Consultants, Inc.
2726 Oak Ridge Court, Suite 5034
Fort Myers, Florida 33901
239-278-3090

August 31, 2023

CONTENTS

- I. INTRODUCTION
- II. EXISTING CONDITIONS
- III. PROPOSED REDEVELOPMENT
- IV. TRIP GENERATION
- V. TRIP DISTRIBUTION
- VI. FUTURE TRAFFIC CONDITIONS
- VII. PROJECTED LEVEL OF SERVICE
- VIII. TURN LANE ANALYSIS
- IX. CONCLUSION

I. INTRODUCTION

TR Transportation Consultants, Inc. has prepared a traffic impact statement to fulfill requirements set forth by the Town of Fort Myers Beach for projects seeking approval for Development Order. The site is located at 3051 Estero Boulevard in the Town of Fort Myers Beach, Florida. The site location is illustrated on **Figure 1**.

The site was previously occupied by a 2,618 square foot 7-Eleven convenience store/gas station containing 4 refueling positions (2 fuel pumps) and a 3,013 square foot gym, both of which have been destroyed by hurricane Ian in late September of 2022. Upon approval of this local Development Order application, the subject site will be redeveloped with an approximate 4,700 square foot 7-Eleven convenience store/gas station containing 4 refueling positions (2 fuel pumps). Access to the overall site will continue to be provided to Estero Boulevard via a single connection and to Voorhis Street via two connections.

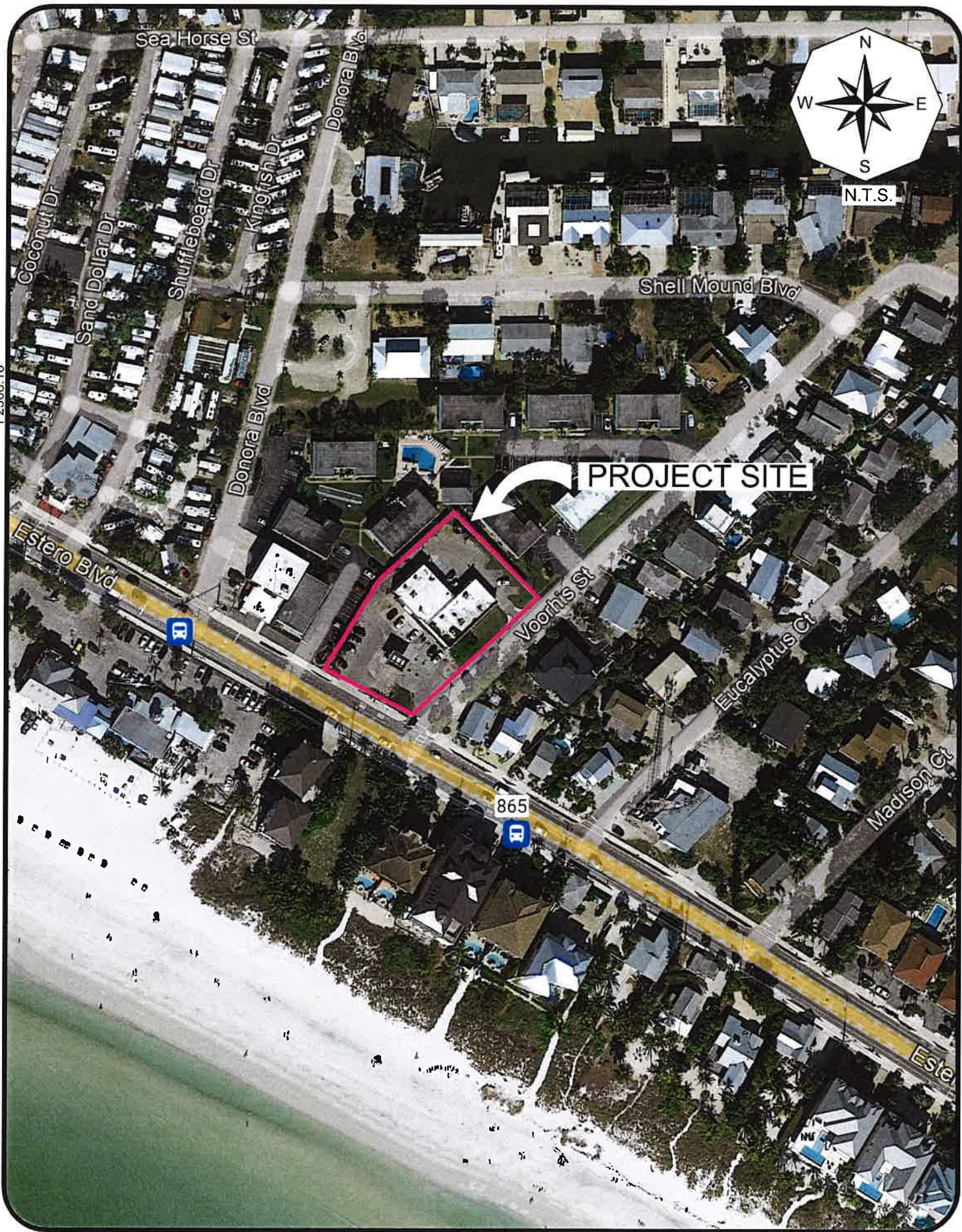
This report examines the impact of the redevelopment on the surrounding roadways. Trip generation and assignments to the site access driveways will be completed and analysis conducted to determine the impacts of the development on the surrounding streets.

II. EXISTING CONDITIONS

The subject site has been cleared but was previously occupied by a 2,618 square foot 7-Eleven convenience store/gas station containing 4 refueling positions (2 fuel pumps) and a 3,013 square foot gym. The overall site is bordered by Estero Boulevard to the south, Voorhis Street to the east, and by residential uses to the north and west.

Estero Boulevard is an east/west two-lane arterial roadway that borders the subject site to the south. Estero Boulevard has a posted speed limit of 25 mph and is under the jurisdiction of the Lee County Department of Transportation.

F2308.16



III. PROPOSED REDEVELOPMENT

The site was previously occupied by a 2,618 square foot 7-Eleven convenience store/gas station containing 4 refueling positions (2 fuel pumps) and a 3,013 square foot gym, both of which have been destroyed by hurricane Ian in late September of 2022. Upon approval of this local Development Order application, the subject site will be redeveloped with an approximate 4,700 square foot 7-Eleven convenience store/gas station containing 4 refueling positions (2 fuel pumps). **Table 1** summarizes the land uses utilized for the purposes of this analysis.

Table 1
Land Uses
7-Eleven @ 3051 Estero Blvd

Land Use	Approved	Proposed
7-Eleven Gas Station	2,618 Sq. Ft. w/ 4 Refuel Positions	4,700 Sq. Ft. w/ 4 Refuel Positions
Gym	3,013 Sq. Ft.	N/A

Access to the overall site will continue to be provided to Estero Boulevard via a single connection and to Voorhis Street via two connections.

IV. TRIP GENERATION

The trip generation for the approved and proposed redevelopment was determined by referencing the Institute of Transportation Engineer's (ITE) report, titled ***Trip Generation Manual***, 11th Edition. Land Use Code 945 (Convenience Store/Gas Station) was utilized for the trip generation purposes of the gasoline station based on the floor area of the convenience store. It is important to note that utilizing the floor area of the convenience store as opposed to the number of refueling positions results in the most conservative trip generation scenario for the approved and proposed 7-Eleven development. See attached trip generation comparison at the end of the Appendix. Land Use Code 492 (Health/Fitness Club) was utilized for the trip generation purposes of the previous gym

use one site. The equations utilized from these land uses are contained in the Appendix of this report for reference.

Table 2 outlines the anticipated weekday A.M. and P.M. peak hour and daily trip generation of the previous development on site. **Table 3** outlines the anticipated weekday A.M. and P.M. peak hour and daily trip generation of the development as currently proposed. Both tables also incorporated “pass-by” traffic associated with the gas station use under each scenario. ITE indicates an average “pass-by” traffic reduction for Land Use Code 945 of sixty percent (60%) during the weekday A.M. peak hour and fifty-six percent (56%) during the P.M. peak hour for gas stations containing between 2 and 8 refueling positions. The sites surveyed in the ITE report that formulate the trip generation for this use were based on sites typically located along major thoroughfares in larger metropolitan areas, and not in a beach community such as this site. This location has historically attracted a majority of the trips from the beach via foot traffic and the adjacent neighborhood. Estero Boulevard has a low peak hour traffic volume compared to other major thoroughfares where these convenience stores are typically located. This site is not anticipated to generate the peak hour trip generation as estimated by the ITE data. However, to be conservative, a reduction in trips due to pedestrian traffic was not included in this analysis.

Table 2
Trip Generation – Approved
7-Eleven @ 3051 Estero Blvd

Land Use	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Daily (2-way)
	In	Out	Total	In	Out	Total	
Convenience Store/Gas Station (2,618 Sq. Ft.)	53	53	106	64	63	127	1,634
Gym (3,013 Sq. Ft.)	2	2	4	14	10	24	N/A
Total Trips	55	55	110	78	73	151	1,634
Less Pass-By Traffic	-32	-32	-64	-35	-35	-70	-980
Net New Trips	23	23	46	43	38	81	654

Table 3
Trip Generation – Proposed
7-Eleven @ 3051 Estero Blvd

Land Use	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Daily (2-way)
	In	Out	Total	In	Out	Total	
Convenience Store/Gas Station (4,700 Sq. Ft.)	95	96	191	114	114	228	2,934
Less Pass-By Traffic	-57	-57	-114	-64	-64	-128	-1,760
Net New Trips	38	39	77	50	50	100	1,174

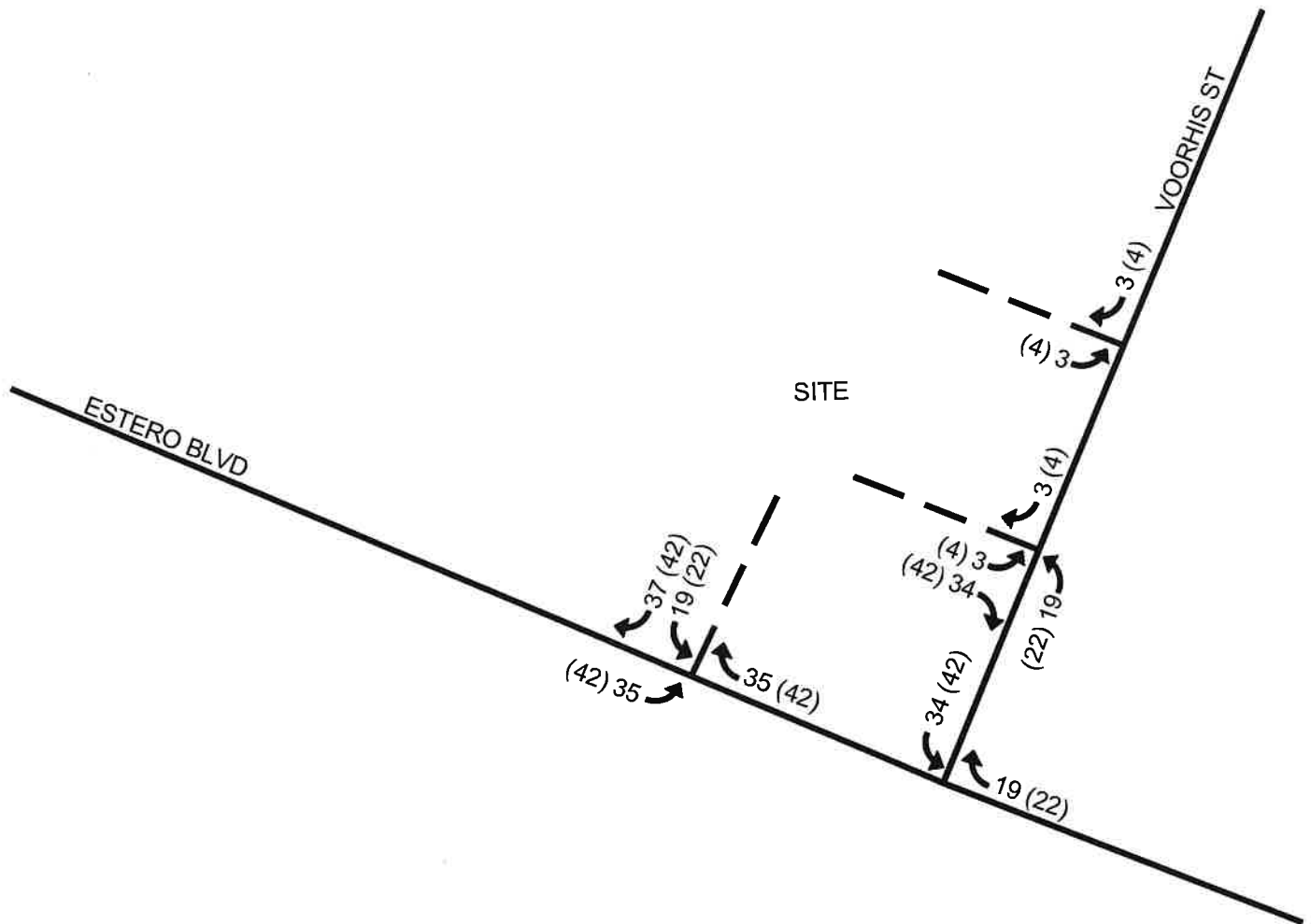
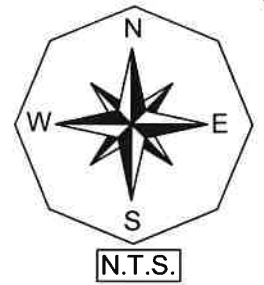
Table 4 illustrates the trip change when comparing the trip generation of the previous use on the subject site to the trip generation of the proposed use (Table 2 vs Table 3). The trip change shown in Table 4 was utilized in the Level of Service Analysis conducted as part of this report.

Table 4
Trip Generation Comparison– Approved vs Proposed
Table 2 vs Table 3

Land Use	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Daily (2-way)
	In	Out	Total	In	Out	Total	
Proposed	38	39	77	50	50	100	1,174
Approved	-23	-23	-46	-43	-38	-81	-654
Trip Change	+15	+16	+31	+7	+12	+19	+520

V. TRIP DISTRIBUTION

The trips the proposed redeveloped site is anticipated to generate, as shown in Table 3, were then assigned to the surrounding roadway network. The net new trips anticipated to be added to the surrounding roadway network were assigned based upon the routes drivers are anticipated to utilize to approach the subject site. **Figure A-1**, included in the Appendix of this report, illustrates the percent project traffic distribution and assignment of the net new project trips. **Figure A-2**, included in the Appendix of this report, illustrates the percent project traffic distribution and assignment of pass-by trips, which was formulated based on the traffic counts conducted at Estero Boulevard and Palermo Circle intersection as part of FDOT's SR 865 Traffic Report. **Figure 2** illustrates the resulting assignment of all project related trips (net new + pass-by).



LEGEND

- ← 000 WEEKDAY AM PEAK HOUR TRAFFIC
- ← (000) WEEKDAY PM PEAK HOUR TRAFFIC

Table 1A, contained in the Appendix, was created to illustrate the adopted Level of Service volumes on the adjacent segment of Estero Boulevard, as determined by Lee County Department of Transportation. This table indicates which roadway links will experience a significant impact as a result of the additional trips (Table 4) from the proposed development order application. Significant impact is defined as any roadway projected to experience greater than 10% of the Peak Hour – Peak Direction Level of Service “C” volumes. The Level of Service Threshold volumes for all roadway links analyzed were obtained from the *Lee County Link Specific Level of Service Tables* provided by the Lee County Department of Transportation. Based on the information contained within Table 1A, none of the roadway links analyzed are anticipated to experience a significant impact as a result of the redeveloped 7-Eleven.

VI. FUTURE TRAFFIC CONDITIONS

A horizon year analysis of 2025 was selected as the analysis year to evaluate the future impacts this project will have on the surrounding roadway network. Based on this horizon year, a growth rate was applied to the existing traffic conditions for all roadway links in the study area. The growth rates were obtained through comparisons of annual traffic data obtained from the *FDOT's Florida Traffic Online* webpage. Based on the project distribution illustrated on Figure 2, the link data was analyzed for the year 2025 without the development and year 2025 with the development.

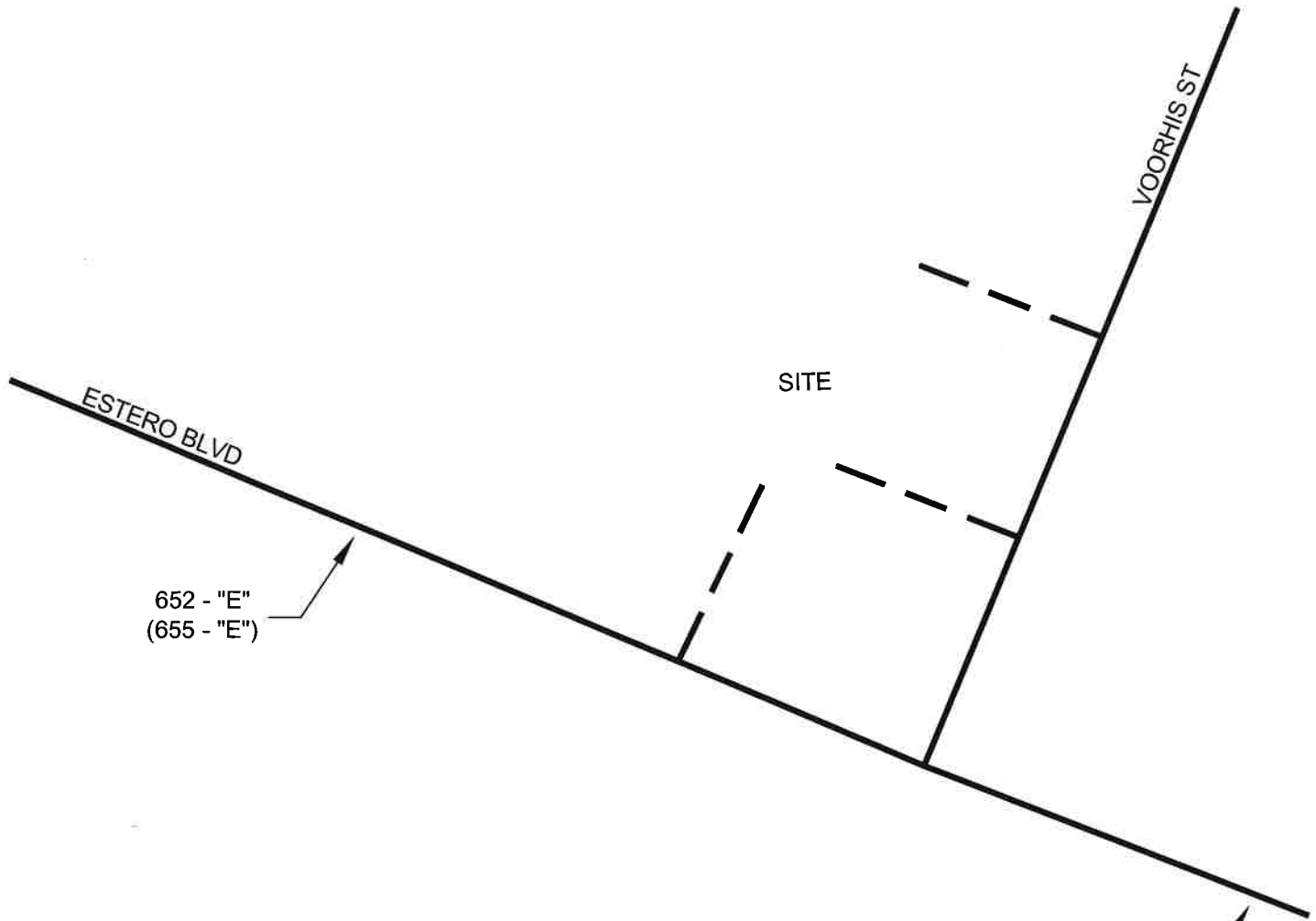
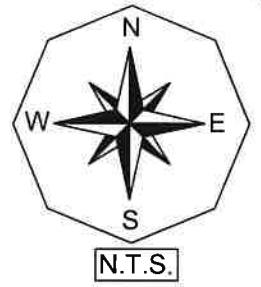
Table 2A in the Appendix of the report indicates the methodology utilized to obtain the year 2025 build-out traffic volumes as well as the growth rate utilized for each roadway segment. The base year traffic volumes for Estero Boulevard were obtained from the latest *Lee County Public Facilities Level of Service and Concurrency Report*. It should be noted that the base traffic volumes utilized in this analysis were collected prior to Hurricane Ian. It will be a number of years before this level of traffic volume is attained again due to the loss of residential and hotel units on the island due to hurricane.

Figure 3 indicates the year 2025 peak hour – peak direction traffic volumes and Level of Service for the various roadway links within the study area. Noted on Figure 3 is the peak hour – peak direction volume and Level of Service of each link should no development occur on the subject site and the peak hour – peak direction volume and Level of Service for the weekday P.M. peak hour with the proposed redevelopment traffic added to the roadways. This figure is derived from Table 2A contained in the Appendix.

VII. PROJECTED LEVEL OF SERVICE

Adverse impacts are defined as a degradation of the Level of Service beyond the adopted Level of Service Thresholds for those links as indicated in Table 1A. In comparing the links' functional classification and calculated 2025 traffic volumes to the Service Volume Tables, it was determined that Estero Boulevard adjacent to the site is projected to operate at an acceptable Level of Service "E" in 2025 both with and without the proposed redevelopment traffic added to this roadway. Therefore, roadway capacity improvements will not be warranted as a result of the additional traffic to be generated by the proposed 7-Eleven redevelopment on the subject site.

It should also be noted that Estero Boulevard is designated as a "Constrained Roadway" by the Lee County Board of County Commissioners pursuant to the Lee Plan Objective 37.2 and Table 2(a). Per Lee Plan Policy 37.2.1, a reduced peak hour Level of Service will be accepted on constrained roadways. Additionally, FDOT has been recently released the construction project to begin improvements to San Carlos Boulevard from Buttonwood Drive to Estero Boulevard that will create two travel lanes southbound over Matanzas Pass Bridge as well as redesigning the intersection of San Carlos Boulevard and Estero Boulevard with a new signal. Based on discussion with FDOT, the construction for this improvement is anticipated to begin in April of 2024 and be completed by the end of year 2025.



LEGEND

XXX - "C" 2025 PEAK SEASON, PEAK HOUR,
PEAK DIRECTION BACKGROUND
TRAFFIC AND LEVEL OF SERVICE
DESIGNATION

(XXX -"C") 2025 PEAK SEASON, PEAK HOUR,
PEAK DIRECTION BACKGROUND
PLUS PROJECT TRAFFIC PEAK
HOUR PROJECT TRIPS AND LEVEL
OF SERVICE DESIGNATION

VIII. TURN LANE ANALYSIS

A turn lane analysis was completed at the proposed site access drives on Estero Boulevard and Voorhis Street based upon the Lee County Turn Lane Policy (Lee County Administrative Code 11-4). The Lee County Administrative Code 11-4 is attached to the Appendix of this report for reference. Based upon the results of the turn lane analysis, no turn lanes will be warranted at this intersection as a result of the proposed 7-Eleven redevelopment of the subject site. A summary of the turn lane criteria is outlined below.

Right Turn Lane On Arterial Street – Estero Boulevard

Posted speed limit of the arterial street is equal to or greater than thirty-five (35) mph – Criteria Met – No, the posted speed limit on Estero Boulevard is 25 mph.

Number of right turning movements from the street is equal to or greater than thirty (30) during either AM or PM peak hour of the arterial street or peak hour of the development when the arterial street AADT is less than 6,000 vpd, or equal to or greater than twenty (20) vph during either the A.M. or P.M. peak hour of the arterial street or peak hour of the development when the arterial street AADT is equal to or greater than 6,000 vpd– Criteria Met – Yes.

Available Sight Distance of a right turning vehicle to be seen by through traffic traveling in the same direction is less than the values shown in Table A-1 for the design speed of the arterial street – Criteria Met – No.

Arterial Street has been designated as a controlled access facility by the BOCC– Criteria Met – No.

Traffic Control of the intersecting street or access point connection is a signal or is anticipated to meet MUTCD traffic signal warrants by the build-out year– Criteria Met – No.

It is determined by the Lee County Department of Transportation that a turn lane is required for the health, safety, and welfare of the road users – Criteria Met – No.

At least two or more criteria need to be met to warrant a right turn lane. Since two or more criteria are not met, a separate westbound right turn lane is **NOT** warranted at proposed site access drive on Estero Boulevard.

Arriving project traffic from the west of the site will continue to utilize the existing Two-Way-Left-Turn-Lane (TWLTL) on Estero Boulevard to access the site.

Left Turn Lane On Local Street – Voorhis Street

Posted speed limit on the local street is equal to or greater than thirty (30) mph and the peak hour left turning movement is sixty (60) or more – Criteria Met – No. See Figure 2.

Number of Left Turning Movements:

On multi-lane facilities the number of left turning vehicles exceeds one hundred (100) during the peak hour of the local street.

On two-lane two-way facilities the number of left turning vehicles from the local street exceeds (60) sixty during either the peak hour of the local street and the opposing through and right turn traffic volume exceeds five hundred (500) vehicles during either the A.M. or P.M. peak hour of the local street. – Criteria Met – No. See Figure 2.

Available Sight Distance for left turning approaching traffic: or for approaching traffic moving in either direction to observe the left turning vehicle is less than the value shown in Table A-1 for the posted speed limit of the local street– Criteria Met – No.

Traffic Control of the intersecting street or access point connection is a traffic signal or is anticipated to meet MUTCD traffic signal warrants in the next five years– Criteria Met – No.

It is determined by the Lee County Department of Transportation that a turn lane is required for the health, safety, and welfare of the road users – Criteria Met – No.

At least two or more criteria need to be met to warrant a left turn lane. Since two or more criteria are not met, separate northbound left turn lanes will **NOT** be warranted at proposed site access drives on Voorhis Street.

Right Turn Lane On Local Street – Voorhis Street

Posted speed limit on the local street is equal to or greater than thirty (30) mph – Criteria Met – No, the posted speed limit is 20 mph.

Number of right turning movements from the local street is equal to or greater than sixty (60) during either A.M. or P.M. peak hour of the local street – Criteria Met – No. See Figure 2.

Available Sight Distance for a right turning vehicle to be seen by through traffic traveling in the same direction is less than the value shown in Table A-1 for the design speed of the local street – Criteria Met – No.

Traffic Control of the intersecting street or access point connection is a signal or is anticipated to meet MUTCD traffic signal warrants by the build-out year– Criteria Met – No.

It is determined by the Lee County Department of Transportation that a turn lane is required for the health, safety, and welfare of the road users – Criteria Met – No.

At least two or more criteria need to be met to warrant a right turn lane. Since two or more criteria are not met, separate southbound right turn lanes will **NOT** be warranted at proposed site access drives on Voorhis Street.

VII. CONCLUSION

The proposed Development Order application is for the redevelopment of the existing 7-Eleven gas station located at 3051 Estero Boulevard in the Town of Fort Myers Beach of Lee County, Florida. The results of the Level of Service Analysis conducted as part of this report indicate that Estero Boulevard adjacent to the site is projected to operate at an acceptable Level of Service “E” in 2025 both with and without the proposed redevelopment traffic added to this roadway. Therefore, roadway capacity improvements will not be warranted as a result of the additional traffic to be generated by the proposed 7-Eleven redevelopment on the subject site.

It should also be noted that Estero Boulevard is designated as a “Constrained Roadway” by the Lee County Board of County Commissioners pursuant to the Lee Plan Objective 37.2 and Table 2(a). Per Lee Plan Policy 37.2.1, a reduced peak hour Level of Service will be accepted on constrained roadways. Additionally, FDOT has been recently released the construction project to begin improvements to San Carlos Boulevard from Buttonwood Drive to Estero Boulevard that will create two travel lanes southbound over Matanzas Pass Bridge and redesigning the intersection of San Carlos Boulevard and Estero Boulevard with a new signal. Based on discussion with FDOT, the construction for this improvement is anticipated to begin in April of 2024 and be completed by the end of year 2025.

No turn lanes will be warranted at the proposed site access drives on Estero Boulevard and Voorhis Street pursuant to the criteria that is outlined in the Lee County Turn Lane Policy (Administrative Code 11-4). Arriving project traffic from the west of the site will continue to utilize the existing Two-Way-Left-Turn-Lane (TWLTL) on Estero Boulevard to access the site.

APPENDIX

TABLES 1A & 2A

TABLE 1A
PROJECT TRAFFIC VS. 10% LOS C LINK VOLUMES
7-ELEVEN @ 3051 ESTERO BLVD

AM PEAK HOUR PROJECT TRAFFIC =		31	VPH	IN=	15	OUT=	16			
PM PEAK HOUR PROJECT TRAFFIC =		19	VPH	IN=	7	OUT=	12			
<u>ROADWAY</u>	<u>SEGMENT</u>	<u>ROADWAY CLASS</u>	<u>LOS A VOLUME</u>	<u>LOS B VOLUME</u>	<u>LOS C VOLUME</u>	<u>LOS D VOLUME</u>	<u>LOS E VOLUME</u>	<u>% PROJECT TRAFFIC</u>	<u>PROJECT TRIPS</u>	<u>PROJ/ LOS C</u>
Estero Blvd	W. of Site	2LN	500	568	593	632	671	20%	3	0.5%
	E. of Site	2LN	500	568	593	632	671	65%	10	1.8%

* Level of Service Thresholds taken from Lee County Link Specific Service Volumes for peak hour, peak direction, dated June 2016

NOTE: Remaining 15% of project traffic was assigned to/from the north on Voorhis Street.

TABLE 2A
LEE COUNTY TRAFFIC COUNTS AND CALCULATIONS
7-ELEVEN @ 3051 ESTERO BLVD

AM PEAK HOUR PROJECT TRAFFIC = 31 VPH		IN=	15	OUT=	16										
PM PEAK HOUR PROJECT TRAFFIC = 19 VPH		IN=	7	OUT=	12										
ROADWAY	SEGMENT	PCS	BASE YR		YRS OF GROWTH	ANNUAL RATE	2021		2025		2025		2025		
			ADT	ADT			PK HR	PK SEASON	PK HR	PK SEASON	BCKGRND	BCKGRND			
Estero Blvd	W. of Site	126044	14,205	12,500	14	2.00%	602	652	20%	3	2	655	654		
	E. of Site	126044	14,205	12,500	14	2.00%	602	652	65%	10	8	662	659		

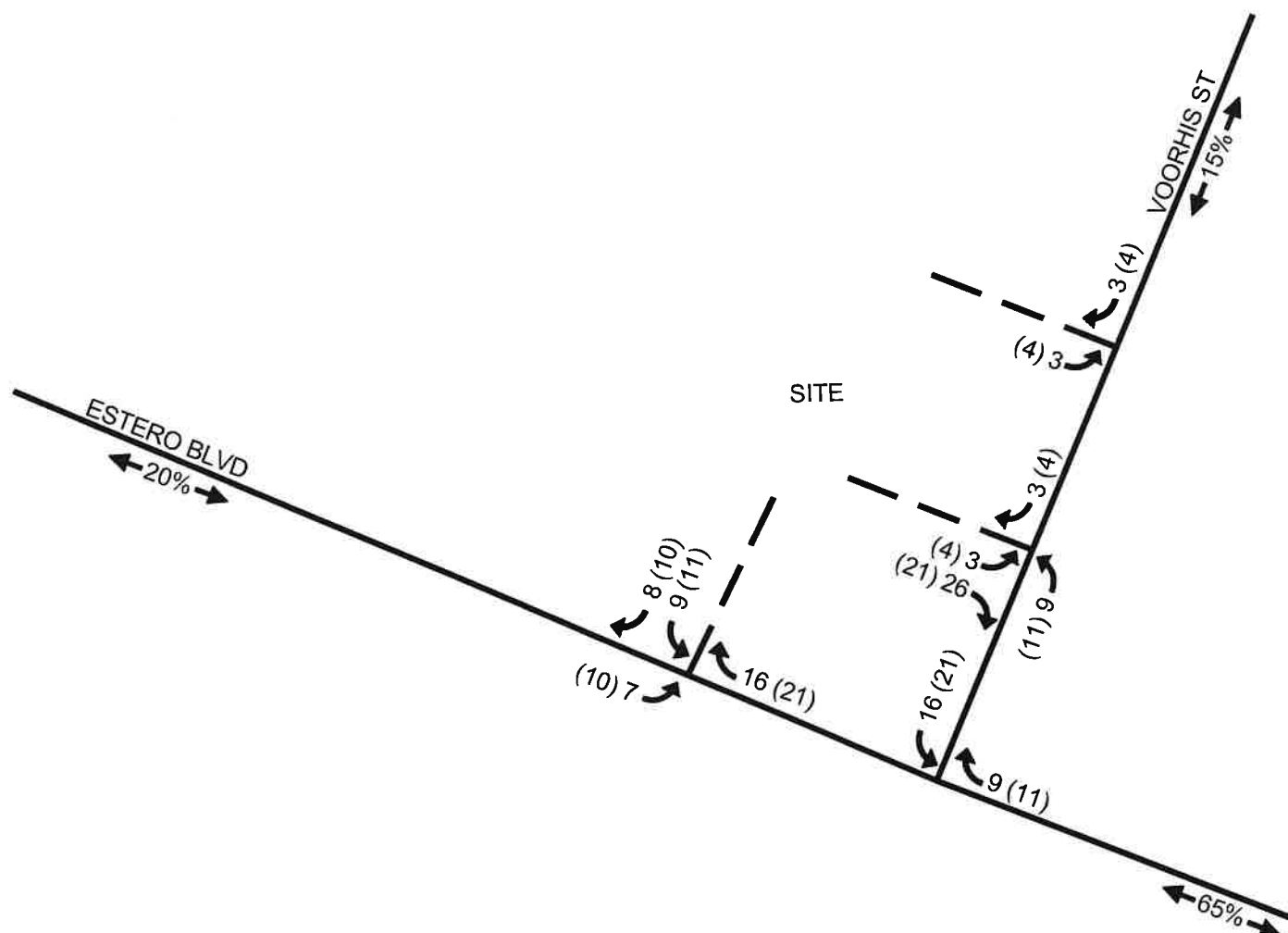
¹ 2021 Peak Hour volumes were obtained from the Lee County 2022 Public Facilities Level of Service and Concurrency Report

NOTE: Remaining 15% of project traffic was assigned to/from the north on Voorhis Street.

100TH HIGHEST HOUR LEVEL OF SERVICE

		2025	2025	2025
		BCKGRND	BCKGRND	BCKGRND
		TRAFFIC	+ NEW AM	+ NEW PM
		LOS	PROJ LOS	PROJ LOS
		E	E	E
Estero Blvd	W. of Site	E	E	E
	E. of Site	E	E	E

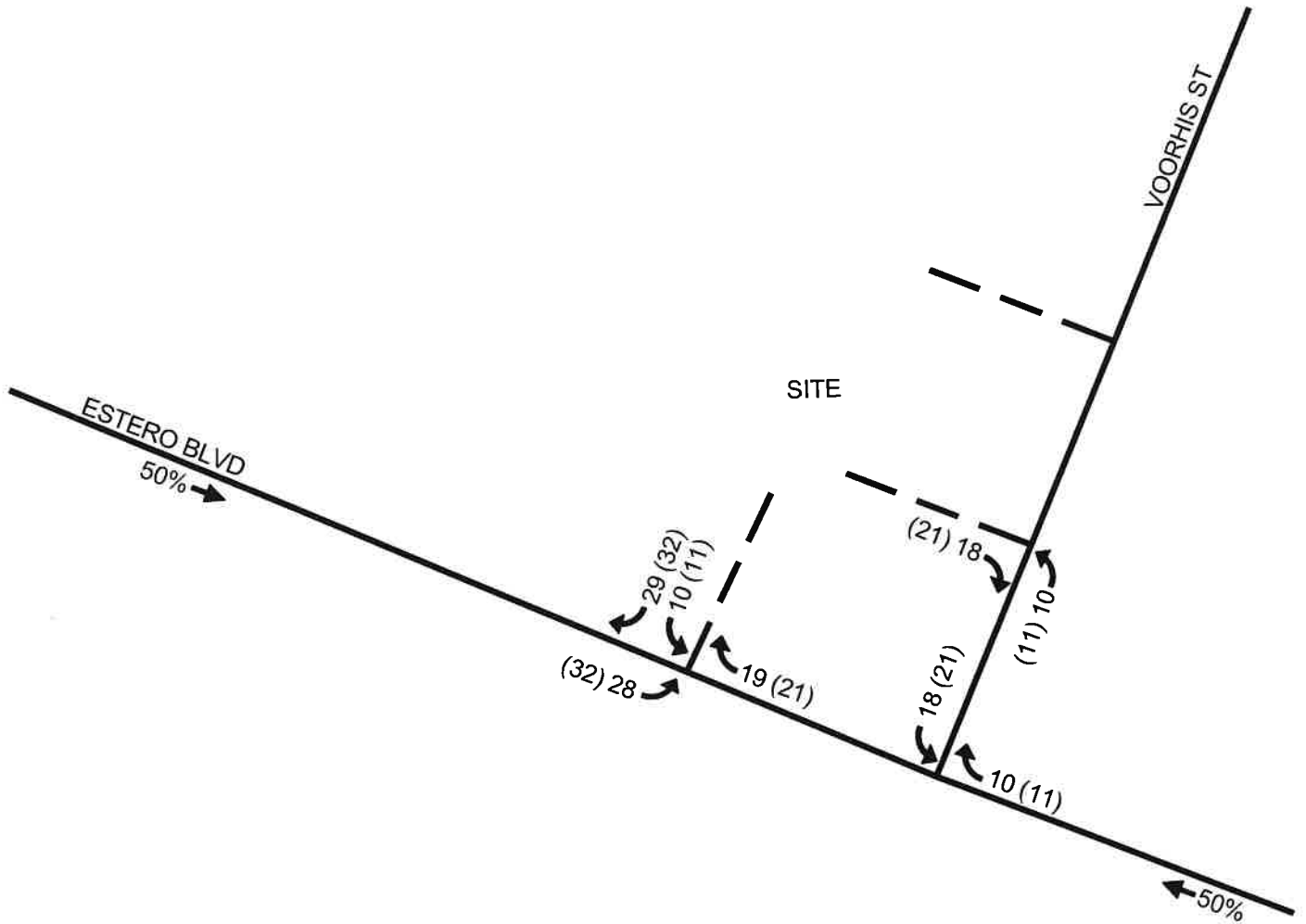
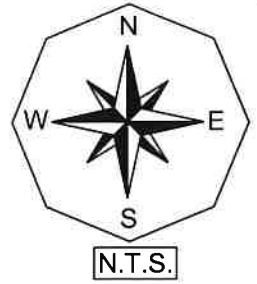
SUPPLEMENTAL FIGURES A-1 & A-2



LEGEND

- ◀ 000 WEEKDAY AM PEAK HOUR VOLUMES
 ◀ (000) WEEKDAY PM PEAK HOUR VOLUMES
 ◀ 20% ▶ PERCENT TRIP DISTRIBUTION

F2308.16



LEGEND

- ← 000 WEEKDAY AM PEAK HOUR VOLUMES
- ← (000) WEEKDAY PM PEAK HOUR VOLUMES
- ← 20% PEAK HOUR PASS-BY TRIP DISTRIBUTION

**LEE COUNTY PUBLIC FACILITIES
LEVEL OF SERVICE AND
CONCURRENCY REPORT**

Table 21 b): Link-Level Service Volumes and LOS Table

Table 21 b) 2 of 7

LEE COUNTY ROAD LINK VOLUMES (County- and State-Maintained Roadways)														
Link No.	NAME	ROADWAY LINK		F. Class	ROAD TYPE	PERFORMANCE STANDARD		2021 100TH HIGHEST HOUR			FUTURE FORECAST (2026)			Notes
		FROM	TO			LOS	DIRECTIONAL CAPACITY	LOS	VOL	V/C	LOS	VOL	V/C	
04800	CEMETERY RD	BUCKINGHAM RD	HIGGINS AVE	Maj. Col	2LN	E	860	C	308	0.36	C	323	0.38	Port Authority maintained Estero maintains to east *
04900	CHAMBERLIN PKWY	AIRPORT ENT	DANIELS PKWY	Maj. Col	4LN	E	1,790	C	105	0.06	C	150	0.08	
05000	COCONUT RD	WEST END	VIA VENETTO BLVD	Maj. Col	2LN	E	860	C	268	0.31	C	420	0.49	
05100	COLLEGE PKWY	MCGREGOR BLVD	WINKLER RD	P. Art	6LD	E	2,980	D	2,292	0.77	D	2,409	0.81	
05200	COLLEGE PKWY	WINKLER RD	WHISKEY CREEK DR	P. Art	6LD	E	2,980	D	2,059	0.69	D	2,164	0.73	
05300	COLLEGE PKWY	WHISKEY CREEK DR	SUMMERLIN RD	P. Art	6LD	E	2,980	D	2,059	0.69	D	2,164	0.73	*
05400	COLLEGE PKWY	SUMMERLIN RD	US 41	P. Art	6LD	E	2,980	D	1,898	0.64	D	1,995	0.67	
05500	COLONIAL BLVD	MCGREGOR BLVD	SUMMERLIN RD	P. Art	6LD	E	2,840	F	3,049	1.07	F	3,204	1.13	
05600	COLONIAL BLVD	SUMMERLIN RD	US 41	P. Art	6LD	E	2,840	D	2,650	0.93	D	2,785	0.98	
06200	COLONIAL BLVD	DYNASTY DR	SR 82	P. Art	6LD	D	3,040	B	2,070	0.68	C	2,175	0.72	
06300	COLUMBUS BLVD	SR 82	MILWAUKEE BLVD	Maj. Col	2LN	E	860	C	100	0.12	C	105	0.12	old count
06400	CONSTITUTION BLVD	US 41	CONSTITUTION CIR	Maj. Col	2LN	E	860	C	217	0.25	C	245	0.28	old count projection(2010)
06500	CORBETT RD	SR 78 (PINE ISLAND RD)	LITTLETON RD	Maj. Col	2LN	E	860	C	22	0.03	C	226	0.26	old count, added VA clinic(2009)
06600	CORKSCREW RD	US 41	THREE OAKS PKWY	P. Art	4LD	E	1,900	C	1,047	0.55	C	1,312	0.69	Galleria at Corkscrew Estero Crossing
06700	CORKSCREW RD	THREE OAKS PKWY	W OF I-75	P. Art	4LD	E	1,900	F	2,129	1.12	F	2,368	1.25	
06800	CORKSCREW RD	E OF I-75	BEN HILL GRIFFIN BLVD	P. Art	4LD	E	1,900	C	1,069	0.56	C	1,281	0.67	EEPCO Study, The Place old count projection(2010)
06900	CORKSCREW RD	BEN HILL GRIFFIN BLVD	ALICO RD	P. Art	4LD	E	1,960	C	1,186	0.61	C	1,398	0.71	
07000	CORKSCREW RD	ALICO RD	COUNTY LINE	P. Art	2LN	E	1,140	C	464	0.41	F	1,244	1.09	
07100	COUNTRY LAKES BLVD	LUCKETT RD	TICE ST	Maj. Col	2LN	E	860	C	143	0.17	C	293	0.34	
07200	CRYSTAL DR	US 41	METRO PKWY	Maj. Col	2LN	E	860	C	360	0.42	C	379	0.44	
07300	CRYSTAL DR	METRO PKWY	PLANTATION RD	Maj. Col	2LN	E	860	C	242	0.28	C	254	0.30	Constrained Constrained Constrained
07400	CYPRESS LAKE DR	MCGREGOR BLVD	SOUTH POINT BLVD	P. Art	4LD	E	1,940	D	1,129	0.58	D	1,186	0.61	
07500	CYPRESS LAKE DR	SOUTH POINT BLVD	WINKLER RD	P. Art	4LD	E	1,940	D	1,419	0.73	D	1,491	0.77	
07600	CYPRESS LAKE DR	WINKLER RD	SUMMERLIN RD	P. Art	4LD	E	1,940	D	1,419	0.73	D	1,491	0.77	
07700	CYPRESS LAKE DR	SUMMERLIN RD	US 41	P. Art	6LD	E	2,940	D	2,085	0.71	D	2,191	0.75	
07800	DANIELS PKWY	US 41	METRO PKWY	Controlled xs	6LD	E	2,680	D	2,288	0.85	D	2,405	0.90	Constrained Constrained Constrained
07900	DANIELS PKWY	METRO PKWY	SIX MILE PKWY	Controlled xs	6LD	E	2,680	D	2,109	0.79	E	2,520	0.94	
08000	DANIELS PKWY	SIX MILE PKWY	PALOMINO LN	Controlled xs	6LD	E	3,040	E	2,985	0.98	F	3,256	1.07	
08100	DANIELS PKWY	PALOMINO LN	I-75	Controlled xs	6LD	E	3,040	E	2,985	0.98	F	3,137	1.03	
08200	DANIELS PKWY	I-75	TREELINE AVE	Controlled xs	6LD	E	3,260	B	2,996	0.92	B	3,149	0.97	
08300	DANIELS PKWY	TREELINE AVE	CHAMBERLIN PKWY	Controlled xs	6LD	E	3,260	B	2,996	0.92	B	3,149	0.97	SKY Walk *
08400	DANIELS PKWY	CHAMBERLIN PKWY	GATEWAY BLVD	Controlled xs	6LD	E	3,260	B	2,765	0.85	B	2,906	0.89	
08500	DANIELS PKWY	GATEWAY BLVD	SR 82	Controlled xs	4LD	E	2,160	F	2,163	1.00	F	2,307	1.07	
08600	DANLEY DR	US 41	METRO PKWY	Maj. Col	2LN	E	860	C	255	0.30	C	286	0.33	
08700	DAVIS RD	MCGREGOR BLVD	IONA RD	Maj. Col	2LN	E	860	C	15	0.02	C	29	0.03	old count projection(2010)
08800	DEL PRADO BLVD	CAPE CORAL PKWY	SE 46TH ST	P. Art	6LD	E	2,660	C	1,404	0.53	C	1,586	0.60	old count projection(2009)
08900	DEL PRADO BLVD	SE 46TH ST	CORONADO PKWY	P. Art	6LD	E	2,660	C	1,404	0.53	C	1,586	0.60	old count projection(2009)
09000	DEL PRADO BLVD	CORONADO PKWY	CORNWALLIS PKWY	P. Art	6LD	E	2,660	D	1,869	0.70	D	1,964	0.74	*
09100	DEL PRADO BLVD	CORNWALLIS PKWY	CORAL POINT DR	P. Art	6LD	E	2,660	D	2,565	0.96	F	2,686	1.01	
09200	DEL PRADO BLVD	CORAL POINT DR	HANCOCK B. PKWY	P. Art	6LD	E	2,800	D	1,997	0.71	D	2,098	0.75	
09300	DEL PRADO BLVD	HANCOCK B. PKWY	SR 78	P. Art	6LD	E	2,800	C	1,642	0.59	C	1,725	0.62	
09400	DEL PRADO BLVD	US 41	SLATER RD	M. Art	2LN	E	860	C	489	0.57	D	742	0.86	
09700	EAST 21ST ST	JOEL BLVD	GRANT AVE	Min. Col	2LN	E	860	C	31	0.04	C	33	0.04	Crane Landing *
09800	ESTERO BLVD	BIG CARLOS PASS BRIDGE	PESCADORA AVE	M. Art	2LN	E	726	A	356	0.49	A	374	0.52	Constrained*
09900	ESTERO BLVD	PESCADORA AVE	VOORHIS ST	M. Art	2LN	E	726	B	602	0.83	C	633	0.87	Constrained*
10000	ESTERO BLVD	VOORHIS ST	TROPICAL SHORES WAY	M. Art	2LN	E	726	B	602	0.83	C	633	0.87	Constrained*
10100	ESTERO BLVD	TROPICAL SHORES WAY	CENTER ST	M. Art	2LN	E	671	F	716	1.07	F	779	1.16	Constrained, old count(2010)
00007	ESTERO PKWY	US 41	THREE OAKS PKWY	P. Art	4LD	E	2,000	B	861	0.43	B	1,154	0.58	Not County Maintd

County-Maintained Collector Roadway - Unincorporated Lee County

State-Maintained Arterial Roadway - Unincorporated Lee County

County-Maintained Collector Roadway - Incorporated Lee County

County Maintained Controlled Access Arterial Facility

County-Maintained Arterial Roadway - Unincorporated Lee County

County Maintained Expressway

County-Maintained Arterial Roadway - Incorporated Lee County

**LEE COUNTY LINK SPECIFIC
SERVICE VOLUMES TABLE**

LINK-SPECIFIC SERVICE VOLUMES ON ARTERIALS IN LEE COUNTY (2015 DATA)

ROAD SEGMENT	FROM	TO	TRAFFIC DISTRIC	LENGTH (MILE)	ROAD TYPE	SERVICE VOLUMES (PEAK HOUR PEAK DIRECTION)					SERVICE VOLUMES (PEAK HOUR—BOTH DIRECTIONS)				
						A	B	C	D	E	A	B	C	D	E
COLONIAL BLVD	SIX MILE PKWY	I-75	1	0.5	6LD	0	2,630	3,100	3,100	3,100	0	4,390	5,180	5,180	5,180
	SR 82	SR 82	1	2.4	6LD	0	2,280	3,040	3,040	3,040	0	3,800	5,070	5,070	5,070
CORKSCREW RD	US 41	SANDY LN	4	0.5	4LD	0	390	1,900	1,900	1,900	0	760	3,670	3,670	3,670
	SANDY LN	THREE OAKS PKWY	4	0.7	4LD	0	390	1,900	1,900	1,900	0	760	3,670	3,670	3,670
	THREE OAKS PKWY	I-75	4	0.8	4LD	0	390	1,900	1,900	1,900	0	760	3,670	3,670	3,670
	I-75	BEN HILL GRIFFIN PKWY	3	0.5	4LD	0	390	1,900	1,900	1,900	0	760	3,670	3,670	3,670
	BEN HILL GRIFFIN PKWY	WILDCAT RUN DR	3	1.7	2LD	0	820	1,200	1,200	1,200	0	1,580	2,310	2,310	2,310
	WILDCAT RUN DR	ALICO RD	3	2.6	2LN	90	310	570	790	1,140	180	600	1,100	1,520	2,200
CYPRESS LAKE DR	ALICO RD	COUNTY LINE	3	10.4	2LN	90	310	570	790	1,140	180	600	1,100	1,520	2,200
	SOUTH POINT BLVD	SOUTH POINT BLVD	4	0.4	4LD	0	0	890	1,880	1,940	0	0	1,590	3,360	3,480
	WINKLER RD	WINKLER RD	4	0.6	4LD	0	0	890	1,880	1,940	0	0	1,590	3,360	3,480
	SUMMERLIN RD	SUMMERLIN RD	4	0.7	4LD	0	0	890	1,880	1,940	0	0	1,590	3,360	3,480
DANIELS PKWY	SUMMERLIN RD	US 41	4	0.9	6LD	0	0	1,360	2,890	2,940	0	0	2,430	5,170	5,240
	BIG PINE WAY	BIG PINE WAY	4	0.5	6LD	0	0	590	2,480	2,680	0	0	1,100	4,600	4,980
	METRO PKWY	METRO PKWY	4	0.6	6LD	0	0	590	2,480	2,680	0	0	1,100	4,600	4,980
	SIX MILE PKWY	SIX MILE PKWY	4	0.8	6LD	0	0	590	2,480	2,680	0	0	1,100	4,600	4,980
	PALOMINO DR	PALOMINO DR	4	2.2	6LD	210	2,830	3,040	3,040	3,040	390	5,250	5,650	5,650	5,650
	I-75	TREELINE AVE	3	0.5	6LD	2,510	3,260	3,260	3,260	3,260	4,190	5,420	5,420	5,420	5,420
DEL PRADO BLVD	TREELINE AVE	CHAMBERLIN PKWY	3	0.8	6LD	2,510	3,260	3,260	3,260	3,260	4,190	5,420	5,420	5,420	5,420
	CHAMBERLIN PKWY	SR 82	3	3.8	4LD	1,620	2,160	2,160	2,160	2,160	2,700	3,600	3,600	3,600	3,600
	CAPE CORAL PKWY	SE 46TH ST	5	0.3	6LD	0	0	1,660	2,660	2,660	0	0	3,140	5,000	5,000
	CORONADO PKWY	CORONADO PKWY	5	0.7	6LD	0	0	1,660	2,660	2,660	0	0	3,140	5,000	5,000
	CORNWALLIS PKWY	CORNWALLIS PKWY	5	1.3	6LD	0	0	1,660	2,660	2,660	0	0	3,140	5,000	5,000
	VETERANS PKWY	VETERANS PKWY	5	0.8	6LD	0	0	1,660	2,660	2,660	0	0	3,140	5,000	5,000
	HANCOCK B. PKWY	HANCOCK B. PKWY	5	3.0	6LD	0	0	1,640	2,800	2,800	0	0	3,160	5,390	5,390
	NE 6TH ST	NE 6TH ST	5	0.7	6LD	0	0	2,770	2,800	2,800	0	0	5,330	5,370	5,370
ESTERO BLVD	NE 6TH ST	SR 78	5	0.4	6LD	0	0	2,770	2,800	2,800	0	0	5,330	5,370	5,370
	HICKORY BLVD	AVENIDA PESCADORA	4	2.9	2LN	571	616	644	685	726	1,120	1,208	1,264	1,344	1,424
	AVENIDA PESCADORA	MID ISLAND DR	4	1.2	2LN	571	616	644	685	726	1,120	1,208	1,264	1,344	1,424
	MID ISLAND DR	SAN CARLOS BLVD	4	1.8	2LD	500	568	593	632	671	980	1,113	1,162	1,239	1,316
ESTERO PKWY	US 41	BEN HILL GRIFFIN PKWY	4	2.6	4LD	0	2,000	2,000	2,000	2,000	0	3,850	3,850	3,850	3,850
	US 41	N AIRPORT RD	1	1.0	6LD	0	0	0	2,040	2,300	0	0	0	3,710	4,180
FOWLER ST	N AIRPORT RD	COLONIAL BLVD	1	0.3	6LD	0	0	0	2,040	2,300	0	0	0	3,710	4,180
	McGREGOR BLVD	PINE RIDGE RD	4	0.5	4LD	0	190	1,840	1,840	1,840	0	360	3,430	3,430	3,430
GLADIOLUS DR	PINE RIDGE RD	BASS RD	4	1.6	4LD	0	190	1,840	1,840	1,840	0	360	3,430	3,430	3,430
	BASS RD	WINKLER RD	4	0.8	6LD	0	290	2,780	2,780	2,780	0	540	5,160	5,160	5,160
	WINKLER RD	SUMMERLIN RD	4	0.5	6LD	0	2,060	2,780	2,780	2,780	0	3,890	5,240	5,240	5,240
	SUMMERLIN RD	US 41	4	1.5	6LD	0	2,060	2,780	2,780	2,780	0	3,890	5,240	5,240	5,240

**TRAFFIC DATA FROM FDOT'S
FLORIDA TRAFFIC ONLINE**

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 12 - LEE

SITE: 6044 - ESTERO BLVD, 100' N OF DONORA BLVD, PTMS 2044, LCPR 44

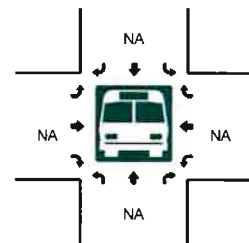
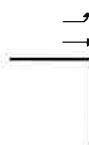
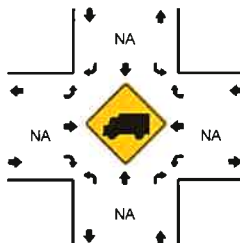
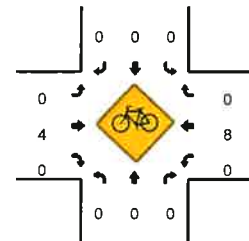
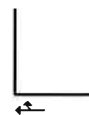
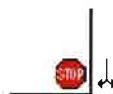
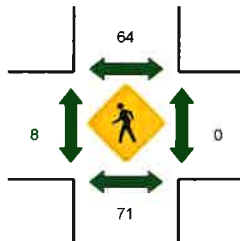
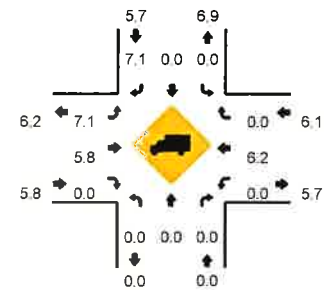
YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	12500 X	0	0	9.00	53.90	8.30
2021	12500 X	0	0	9.00	53.50	4.10
2020	12500 X	0	0	9.00	53.40	5.70
2019	13000 T	0	0	9.00	53.80	3.10
2018	12500 S	0	0	9.00	53.30	2.60
2017	12400 F	0	0	9.00	52.90	3.60
2016	12476 C	N	6285 S	9.00	52.90	2.80
2015	12751 C	N	6358 S	9.00	52.90	2.80
2014	13531 C	N	6744 S	9.00	52.90	5.20
2013	13496 C	N	6702 S	9.00	52.70	6.50
2012	13657 C	N	6707 S	9.00	53.20	3.00
2011	13753 C	N	6771 S	9.00	52.90	3.50
2010	13554 C	N	6682 S	9.77	53.36	2.80
2009	14113 C	N	7088 S	9.55	52.60	3.10
2008	14205 C	N	7155 S	9.56	52.72	3.60

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

**TRAFFIC DATA FROM
FDOT'S SR 865 TRAFFIC REPORT**

Method for determining peak hour: Total Entering Volume

QC JOB #: 13203501
DATE: Thu, Apr 23 2015

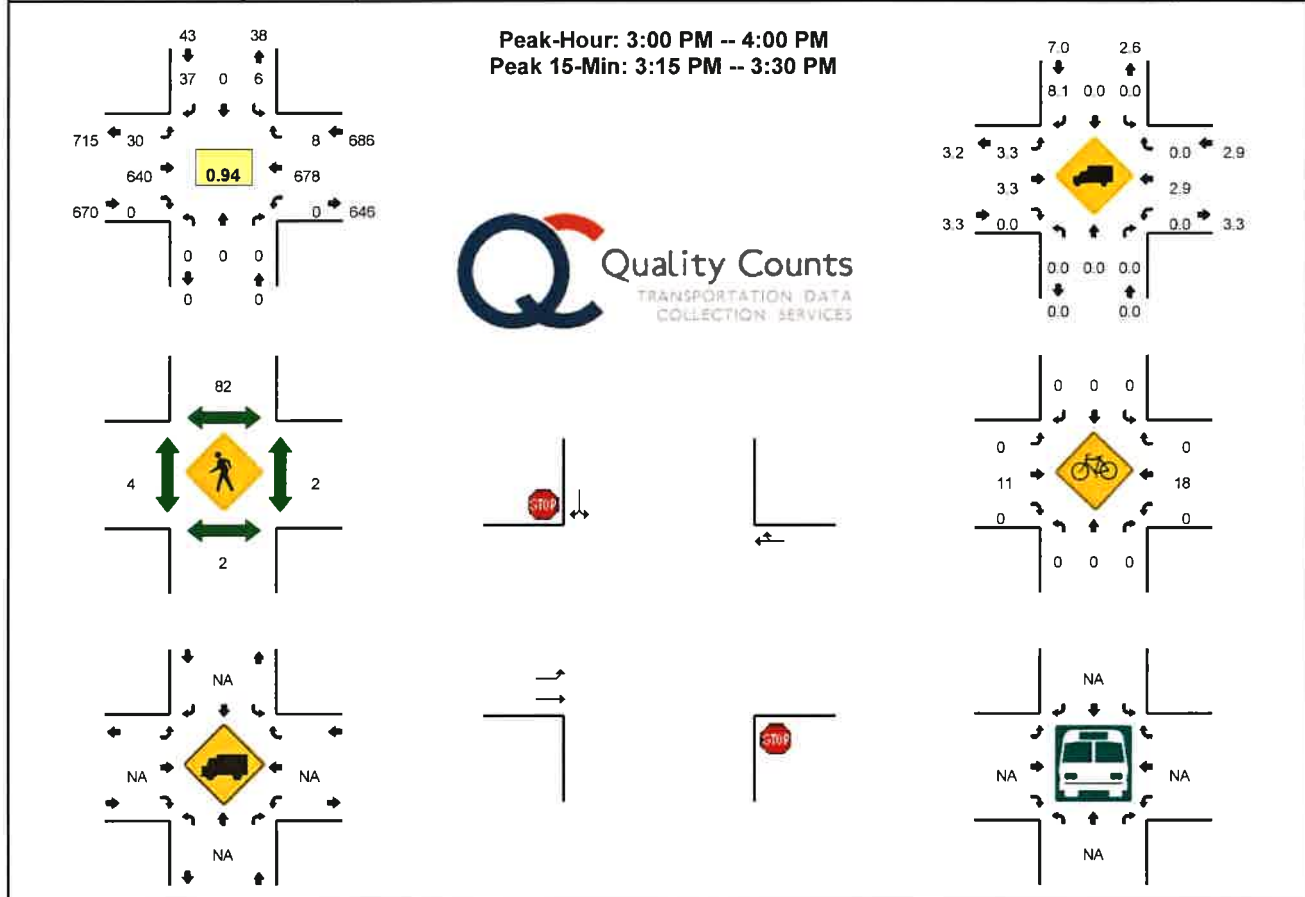
Comments:

Type of peak hour being reported: Intersection Peak

Method for determining peak hour: Total Entering Volume

LOCATION: Palermo Cir -- Estero Blvd
CITY/STATE: Fort Myers Beach, FL

QC JOB #: 13203502
DATE: Thu, Apr 23 2015



15-Min Count Period Beginning At	Palermo Cir (Northbound)				Palermo Cir (Southbound)				Estero Blvd (Eastbound)				Estero Blvd (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:00 PM	0	0	0	0	1	0	14	0	7	179	0	0	0	161	1	0	363	
3:15 PM	0	0	0	0	0	0	8	0	8	174	0	0	0	178	4	0	372	
3:30 PM	0	0	0	0	4	0	6	0	6	129	0	0	0	160	1	0	306	
3:45 PM	0	0	0	0	1	0	9	0	9	158	0	0	0	179	2	0	358	1399
4:00 PM	0	0	0	0	2	0	2	0	9	140	0	0	0	176	2	0	331	1367
4:15 PM	0	0	0	0	2	0	2	0	9	156	0	0	0	179	2	0	350	1345
4:30 PM	0	0	0	0	1	0	5	0	4	175	0	0	0	156	0	0	341	1380
4:45 PM	0	0	0	0	3	0	5	0	6	142	0	0	0	177	1	0	334	1356
Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total	
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
All Vehicles	0	0	0	0	0	0	32	0	32	696	0	0	0	712	16	0	1488	
Heavy Trucks	0	0	0	0	0	0	0	0	0	28	0	0	0	16	0	0	44	
Pedestrians	0	0	0	0	48	0	0	0	0	8	0	0	0	0	0	0	56	
Bicycles	0	0	0	0	0	0	0	0	0	2	0	0	0	3	0	0	5	
Railroad																		
Stopped Buses																		

Comments:

Report generated on 5/25/2015 5:29 PM

SOURCE: Quality Counts, LLC (<http://www.qualitycounts.net>) 1-877-580-2212

LEE COUNTY TURN LANE POLICY
ADMINISTRATIVE CODE 11-4

**Administrative Code
Board of County Commissioners**

CATEGORY: Transportation and Traffic Management

CODE NUMBER: AC-11-4

TITLE:
TURN LANE POLICY

ADOPTED: 10/19/88

AMENDED: 10/16/91 3/24/98, 08/17/21

ORIGINATING DEPARTMENT:
TRANSPORTATION

PURPOSE/SCOPE:

GENERAL

I. SCOPE

Deceleration, left turn, and right turn lanes are desirable for the safe execution of speed change maneuvers and for storage and protection of left and right turning vehicles. These additional lanes for exit or entrance maneuvers shall be provided in accordance with County Design Standards herein. The pavement width and cross slopes of such lanes shall meet minimum requirements; however, special designs may be allowed when deemed necessary by the Director of the Department of Transportation for County maintained facilities and the Manager of the Department of Community Development's Development Services Division for privately-maintained facilities. Shoulders and recovery areas should be provided in accordance with the same requirements for other travel lanes; wherever possible.

It should be realized that deceleration, left turn, and right turn lanes constitute an integral part of the geometric design of streets and highways and shall be included in the design for all new and replacement construction projects. Deceleration, left turn, and right turn lanes may need to be installed at an existing intersection or access point to improve the existing or outdated design, if and when a traffic analysis shows that the travel time or safety is being degraded by the proposed project traffic, or the turning movements at the intersection are being created by the proposed project's traffic. This Policy addresses the warrants and design features for both cases.

II. POLICY AND PROCEDURE

Deceleration, left turn, and right turn lanes shall be provided at all intersections and/or access points on county-maintained and privately-maintained facilities as required by this policy. Deceleration, left turn, and right turn lane requirements shall not apply to a single family residence, a duplex residence, or two (2) family residence. When an existing development increases trip generation by expanding facilities or by change in use, a one-time deviation may be granted whereby only the increased trip generation is considered in determining if the warrants for requiring deceleration, left and right turn lanes are satisfied providing such deviation does not create a new or increased existing hazard which is detrimental to the health, safety and welfare of the traveling public.

This policy shall not be used to deny access to county maintained facilities for property which otherwise has the right of access; and for which it is not possible to provide deceleration, left and right turn lanes without acquiring additional Right-of-way (ROW) beyond the limits of the subject property. Nothing in this policy shall be construed to place an obligation upon the County to permit left turn lanes into or out of any development via either any existing or proposed street or access point driveway from any street or highway facility where the Director of the Department of Transportation or the Manager of the Division of Development Services (hereinafter referred to as the "Directors") has determined it is not in the best interests of the health, safety and general welfare of the traveling public to allow such left turning movement.

III. DEFINITIONS

1. Deceleration Lane(s)

The primary function of a deceleration lane is to provide a safe travel path and sufficient distance for exiting vehicles to decelerate from the operating speed on the through lanes of a roadway prior to exiting from the facility.

2. Turn Lane(s)

a. Left Turn

The primary function of a left turn lane is to provide a protected area separated from the flow of through traffic in the same direction where left turning vehicles can slow to a stop and wait until a suitable gap occurs or is provided in the opposing flow of traffic to allow the turning maneuver to be safely completed. A secondary function is to eliminate the delay and congestion that would affect the through traffic movement in the same direction while the left turning vehicles slowed down and waited for a safe and adequate gap in the opposing flow of traffic to complete the turning maneuver.

b. Right Turn

The primary purpose of a right turn storage lane is to provide a protected area separated from the flow of through traffic in the same direction where right turning vehicles can slow to turning speed or stop and wait until the turning maneuver can be safely completed. A secondary purpose is to eliminate the delay and congestion that would occur for through traffic moving in the same direction while turning vehicles slowed down and completed the right turn movement.

3. Design Speed

The design speed is the speed noted on the roadway construction plans, or if plans are not available, it is the posted speed limit plus five miles per hour.

4. Two-way peak season volume

Two-way peak season peak hour volumes to be derived from the AADT estimates in the most recent Lee County Traffic Count Report or if County counts are not available, from developer's counts adjusted using the peak season and peak hour factors from an appropriate nearby permanent count station or combination of count stations. The volumes should also be adjusted to the appropriate horizon year per the TIS requirements.

5. FDOT Design Manual (FDM)

The latest version of the Florida Department of Transportation Design Manual.

IV. WARRANTS

The need for deceleration and turn lanes are generally determined by the following factors:

1. Street classification of any particular street or road as identified in the adopted County Administrative Code entitled "County Road Functional Classification Map and List".
2. Posted Roadway Speed
3. Number of Turning Movements during the Peak Hour of both the development and the adjacent roadway
4. Opposing and same direction peak hour through volumes.
5. Intersection and/or Stopping Sight Distance
6. Access Control

7. Crash history

Turn lane warrant reviews shall be required by developers at all project site access points, all intersections interior to planned developments open to public traffic, and all access points at the boundaries of planned developments at time of project plan review. Warrant reviews at all intersections interior to planned developments and all access points at the boundaries of planned developments must include all cumulative approved development traffic associated with the planned development.

LEFT TURN DECELERATION AND LEFT TURN LANES

A deceleration and left turn lane will be required when any two (2) or more of the following warrants are satisfied:

A. Arterial Street

1. Posted speed limit of the arterial street is equal to or greater than thirty-five (35) mph.
2. Estimated traffic volume:
 - a. Two-way peak season, peak hour through and right turn volume on the facility for either the peak hour of the roadway or the peak hour of the development is equal to or greater than 1000 vehicles and the left turn volume is greater than or equal to 10 vehicles; or
 - b. Two-way peak season, peak hour through and right turn volume on the facility for either the peak hour of the roadway or the peak hour of the development is between 500 and 1000 vehicles and the left turn volume is greater than or equal to 15 vehicles; or
 - c. When the left turn volume for any hour is greater than 20 trips regardless of through and right turn volumes on the facility.
3. Available Sight Distance for left turning vehicles to observe approaching traffic or for approaching traffic moving in either direction to observe the left turning vehicle is less than the value shown in Table A-1 for the design speed, or posted speed limit plus 5 miles per hour if the design speed is not available, of the arterial street.
4. The arterial street has been designated as a controlled access facility by the BOCC.
5. The arterial street intersection is an arterial street or collector street.
6. Traffic Control of the intersecting street or access point connection is by a traffic signal or is anticipated to meet MUTCD traffic signal warrants in the next five years.
7. Five or more crashes reported at the intersection in a 12-month period during the past three years that could have been mitigated by a left turn lane.
8. It is determined by the Lee County Department of Transportation that a turn lane is required for the health, safety, and welfare of the road users.

Table A-1				
Stopping Sight Distance for Approach to Stops				
Design Speed (mph)	< or = 30	40	50	> or = 60
Required sight distance (ft)	200	310	430	570

B. Collector Street

1. Posted speed limit of the collector street is equal to or greater than thirty-five (35) mph.
2. Number of Left Turning Movements
 - a. On multi-lane collector facilities the number of left turning vehicles from the collector roadway is equal to or greater than twenty (20) during either the A.M. or P.M. peak hour of the collector street or the peak hour of the development.
 - b. On two-lane two way collector streets:

- i. Two-way peak season, peak hour through and right turn volume for either the peak hour of the roadway or the peak hour of the development is equal to or greater than 500 vehicles and the left turn volume is equal to or greater than 20 vehicles for that same hour; or
 - ii. When the left turn volume for any hour is greater than 30 vehicles regardless of through and right turn volume.
3. Available Sight Distance for left turning vehicles to observe approaching traffic or for approaching traffic moving in either direction to observe the left turning vehicle is less than the value shown in Table A-I for the design speed, or posted speed limit plus 5 miles per hour if the design speed is not available, of the collector street.
4. Traffic Control of the intersecting street or access point connection is a traffic signal or is anticipated to meet MUTCD traffic signal warrants in the next five years.
5. The collector street is intersecting an arterial or collector street.
6. Five or more crashes reported at the intersection in a 12-month period during the past three years that could have been mitigated by a left turn lane.
7. It is determined by the Lee County Department of Transportation that a turn lane is required for the health, safety, and welfare of the road users.

C. Local Streets

1. Posted speed limit on the local street is equal to or greater than thirty (30) mph and the peak hour left turning movement is sixty (60) or more.
2. Number of Left Turning Movements
 - a. On multi-lane facilities the number of left turning vehicles exceeds one hundred (100) during the peak hour of the local street.
 - b. On two-lane, two way facilities the number of left turning vehicles from the local street exceeds sixty (60) during the peak hour of the local street and the opposing through plus right turn traffic volume exceeds five hundred (500) vehicles during either the A.M. or P.M. peak hour of the local street.
3. Available Sight Distance for left turning approaching traffic or for approaching traffic moving in either direction to observe the left turning vehicle is less than the value shown in Table A-I for the posted speed limit of the local street.
4. Traffic Control of the intersecting street or access point connection is a traffic signal or is anticipated to meet MUTCD traffic signal warrants in the next five years.
5. It is determined by the Lee County Department of Transportation that a turn lane is required for health, safety, and welfare of the road users.

D. Intersecting Streets

Separate left turn lanes are required on an intersecting street or access point connection when any two (2) or more of the following warrants are satisfied:

1. Intersecting Street/Connection to Arterial Streets
 - a. Posted speed limit of the intersecting street or access point connection is equal to or greater than thirty-five (35) mph.
 - b. When the Number of left turning vehicles from the intersecting street or access point connection is equal to or greater than thirty (30) vehicles during either A.M. or P.M. peak hour of the arterial street.
 - c. The arterial street which is being entered has been designated as a controlled access facility by the BOCC.

- d. Traffic Control of the intersecting street or access point connection is a traffic signal or is anticipated to meet MUTCD traffic signal warrants by the build-out year.
 - e. It is determined by the Lee County Department of Transportation or the Department of Community Development that a turn lane is required for the health, safety, and welfare of the road users.
2. Intersecting Street/Connection to Collector Street
- a. Posted speed limit of the intersecting street or access point connection is equal to or greater than thirty five (35) mph.
 - b. Number of left turning vehicles from the intersecting street or access point connection is equal to or greater than sixty (60) vehicles during either the A.M. or P.M. peak hour of the collector street.
 - c. Traffic Control of the intersecting street or access point connection is a traffic signal or is anticipated to meet MUTCD traffic signal warrants by the build-out year.
 - d. It is determined by the Lee County Department of Transportation or Department of Community Development that a turn lane is required for the health, safety, and welfare of the road users.
3. Intersecting Street/Connection to Local Street
- a. Posted speed limit of the intersecting street or access point connection is equal to or greater than thirty (30) mph.
 - b. Number of left turning vehicles from the intersecting street or access point connection is equal to or greater than ninety (90) vehicles during either the A.M. or P.M. peak period of the local street.
 - c. Traffic Control of the intersecting street or access point connection is a traffic signal.
 - d. It is determined by the Lee County Department of Transportation or Department of Community Development that a turn lane is required for the health, safety, and welfare of the road users.

DECELERATION AND RIGHT TURN LANES

A deceleration and right turn lane will be required when any two (2) or more of the following warrants are satisfied:

A. Arterial Street

- 1. Posted speed limit of the arterial street is equal to or greater than thirty-five (35) mph.
- 2. Number of right turning movements from the arterial street is equal to or greater than thirty (30) during either the A.M. or P.M. peak hour of the arterial street or the peak hour of the development when the arterial street AADT is less than 6,000 vpd or equal to or greater than twenty (20) vph during either the A.M. or P.M. peak hour of the arterial street or peak hour of the development when the arterial street AADT is equal to or greater than 6,000 vpd.
- 3. Available Sight Distance of a right turning vehicle to be seen by through traffic traveling in the same direction is less than the value shown in Table A-I for the design speed of the arterial street.
- 4. Arterial Street has been designated as a controlled access facility by the BOCC.
- 5. Traffic Control of the intersecting street or access point connection is a traffic signal or is anticipated to meet MUTCD traffic signal warrants by the build-out year.
- 6. It is determined by the Lee County Department of Transportation or Department of Community Development that a turn lane is required for the health, safety, and welfare of the road users.

B. Collector Street

- 1. Posted speed limit of the collector street is equal to or greater than thirty-five (35) mph.

2. Number of right turning movements from the collector street is equal to or greater than forty-five (45) during either the A.M. or P.M. peak hour of the collector street when the collector street AADT is less than 6,000 vpd or equal to or greater than thirty (30) vph during either the A.M. or P.M. peak hour of the collector street or peak hour of the development when the collector street AADT is equal to or greater than 6,000 vpd.
 3. Available Sight Distance for a right turning vehicle to be seen by through traffic traveling in the same direction is less than the value shown in Table A-I for the design speed of the collector street.
 4. Traffic Control of the intersecting street or access point connection is a traffic signal or is anticipated to meet MUTCD traffic signal warrants by the build-out year.
 5. It is determined by the Lee County Department of Transportation or Department of Community Development that a turn lane is required for the health, safety, and welfare of the road users.
- C. Local Street
1. Posted speed limit of the local street is equal to or greater than thirty (30) mph.
 2. Number of right turning movements from the local street is equal to or greater than sixty (60) during either the A.M. or P.M. peak hour of the local street.
 3. Available Sight Distance for a right turning vehicle to be seen by through traffic traveling in the same direction is less than the value shown in Table A-I for the design speed of the local street.
 4. Traffic Control of the intersecting street or access point connection is a traffic signal.
 5. It is determined by the Lee County Department of Transportation or Department of Community Development that a turn lane is required for the health, safety, and welfare of the road users.
- D. Separate Right Turn Lanes are required on an intersecting street or access point connection when any two (2) or more of the following warrants are satisfied.
1. Intersecting Street/Connection to Arterial Street
 - a. Posted Speed Limit of the intersecting street or access point connection is equal to or greater than forty five (45) mph.
 - b. Number of right turning vehicles from the intersecting street or access point connection is equal to or greater than sixty (60) during either the A.M. or P.M. peak hour of the arterial street.
 - c. Arterial street which is being entered has been designated as a controlled access facility by the BOCC.
 - d. Traffic control of the intersecting street or access point connection is by a traffic signal.
 - e. It is determined by the Lee County Department of Transportation or Department of Community Development that a turn lane is required for the health, safety, and welfare of the road users.
 2. Intersecting Street/Connection to Collector Street
 - a. Posted speed limit of the intersecting street or access point connection is equal to or greater than thirty five (35) mph.
 - b. Number of right turning movements from the intersecting street or access point connection is equal to or greater than ninety (90) during either the A.M. or P.M. peak hour of the collector street.
 - c. Traffic control of the intersecting street or access point connection is by a traffic signal.
 - d. It is determined by the Lee County Department of Transportation or Department of Community Development that a turn lane is required for the health, safety, and welfare of the road users.

3. Intersecting Street/Connection to Local Street

- a. Posted speed limit of the intersecting street or access point connection is equal to or greater than thirty (30) mph.
- b. Number of right turning movements from the intersecting street or access point connection is equal to or greater than one hundred and twenty (120) during either the A.M. or P.M. peak hour of the local street.
- c. Traffic control of the intersecting street or access point connection is a traffic signal.

V. DESIGN

- I. Deceleration lanes consist of two distinct sections. The transition section is the distance needed for vehicles to achieve transfer from the through lane to the turn lane. The deceleration section is the distance needed to slow to a stop.

FDOT has tabulated standards for these distances, but those apply to typical rural highways. Under county urbanized conditions drivers begin deceleration immediately upon entry into the transition section and arrive at the deceleration section at lower speeds than the posted speed. Under urbanized conditions AASHTO recommends a deceleration rate of 10 ft. per sec. per sec. The table below represents a set of calculated County standards which differ from the FDOT standards except for those roads with a posted speed of 45 mph or above. County standards shall be used on County roads, except controlled access roadways which will utilize the FDOT standards. FDOT will specify requirements on State Highways. FDOT standards are found in the Florida Design Manual.

<u>Design Speed (mph)</u>	<u>Transition Distance (ft)</u>	<u>Deceleration Distance (ft)</u>	<u>Total Distance (ft)</u>
30	75	50	125
35	80	75	155
40	85	100	185
45	See FDM Section 212	See FDM Section 212	See FDM Section 212
50		See FDM Section 212	
55		See FDM Section 212	

The initial 50 feet (100 feet for a dual turn lane) of the transition length shall consist of pavement taper and the remaining length shall be the full width of the deceleration lane (see Figures FB-1 and FB-2).

II. DESIGN OF LEFT AND RIGHT TURN LANES

Where left and right turn lanes are required, storage lanes shall be used in conjunction with deceleration lanes and their lengths shall be added to the required transition and deceleration length.

A. For calculating the storage requirements for unsignalized intersections:

- a. For left turn lanes use the number of vehicles that will arrive in two minutes during the design peak hour:

$$N = \frac{V}{30} * L$$

Where:

N= length of storage required (round to the next full vehicle length)

V = Number of turning vehicles during the peak hour of generator in the design year

L = length of vehicle, including headway (use 25 feet as a minimum). A longer average vehicle length may be required if the vehicle mix includes a large number of trucks or buses.

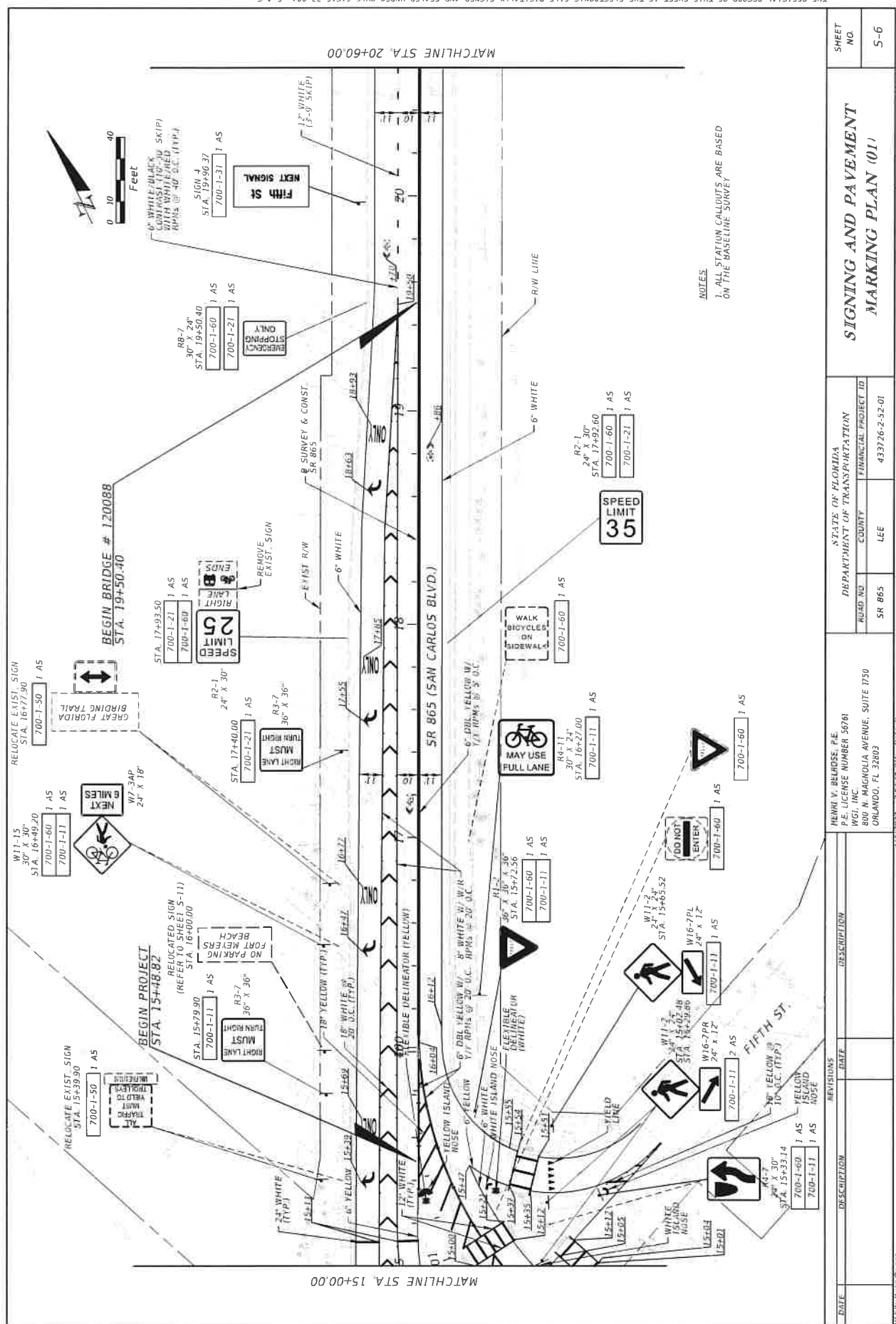
- b. For right turn lane storage length, use the number of vehicles that will arrive in one minute during the design peak hour:

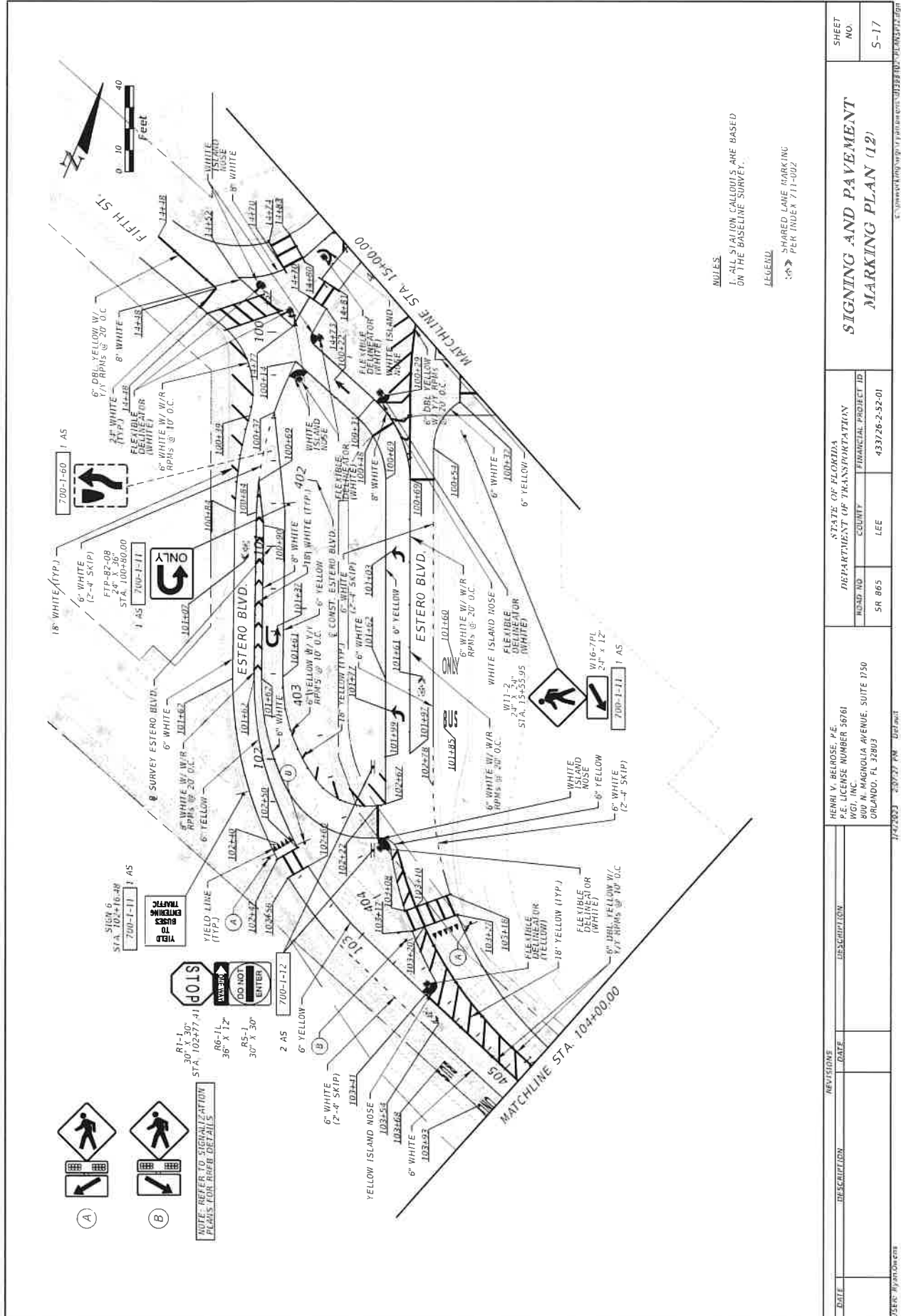
LEE COUNTY LEE PLAN TABLE 2(a)

TABLE 2(a)
CONSTRAINED STATE AND COUNTY ROADS

ROADWAY	SEGMENT	MAINTENANCE RESPONSIBILITY	CONSTRAINED CONDITIONS
Captiva Road	Blind Pass/ South Seas Plantation	County	ROW, Scenic, Aesthetic, Environmental
Daniels Parkway	Metro Parkway/ I-75	County	ROW
Estero Boulevard	Center Street/ Big Carlos Pass	County	ROW, Scenic, Aesthetic
Hickory Boulevard	Big Carlos Pass/ Bonita Beach Road	County	Scenic, Aesthetic, Environmental
McGregor Boulevard (SR 867)	Colonial Boulevard/ College Parkway	State	ROW, Scenic, Aesthetic, Historic, Environmental
Pine Island Road (Matlacha)	Shoreview Drive/ Little Pine Island	County	ROW, Scenic, Aesthetic, Historic, Environmental
San Carlos Boulevard (SR 865) (Matanzas Bridge)	Center Street/ Main Street	State	ROW, Scenic, Aesthetic, Environmental
US 41	South of Daniels Road/ North Airport Road	State	ROW
Gulf Boulevard	Boca Grande	County	Scenic, Aesthetic, Historic, Environmental
Stringfellow Road	8th Avenue/ Main Street	County	Environmental

**FDOT PLANS FOR ESTERO BLVD @
SAN CARLOS BLVD**





SIGNING AND PAVEMENT MARKING PLAN (12)

REVISIONS		DESCRIPTION		DATE	

STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION	
COUNTY		FINANCIAL PROJECT ID	
SR 865		433726-2-52-01	
LEE			

HENRI V. BELOUSE, P.E.		P.E. LICENSE NUMBER 56761	
WGI, INC.		800 N. MAGNOLIA AVENUE, SUITE 1750	
ORLANDO, FL 32803			

DATE			

SHEET NO.	5-17
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ITE PASS-BY RATES

Vehicle Pass-By Rates by Land Use										
Source: ITE Trip Generation Manual , 11th Edition										
Land Use Code	945									
Land Use	Convenience Store/Gas Station									
Setting	General Urban/Suburban									
Time Period	Weekday AM Peak Period									
# Data Sites	16 Sites with between 2 and 8 VFP					28 Sites with between 9 and 20 VFP				
Average Pass-By Rate	60% for Sites with between 2 and 8 VFP					76% for Sites with between 9 and 20 VFP				
Pass-By Characteristics for Individual Sites										
GFA (000)	VFP	State or Province	Survey Year	# Interviews	Pass-By Trip (%)	Non-Pass-By Trips			Adj Street Peak Hour Volume	Source
						Primary (%)	Diverted (%)	Total (%)		
2	8	Maryland	1992	46	87	13	0	13	2235	25
2.1	6	Maryland	1992	26	58	23	19	42	2080	25
2.1	6	Maryland	1992	26	58	23	19	42	2080	25
2.2	8	Maryland	1992	31	47	34	19	53	1785	25
2.2	< 8	Indiana	1993	79	56	6	38	44	635	2
2.2	8	Maryland	1992	35	78	9	13	22	7080	25
2.3	6	Maryland	1992	37	32	41	27	68	2080	25
2.3	< 8	Kentucky	1993	58	64	5	31	36	1255	2
2.3	6	Maryland	1992	37	32	41	27	68	2080	25
2.4	< 8	Kentucky	1993	—	48	17	35	52	1210	2
2.6	< 8	Kentucky	1993	—	72	15	13	28	940	2
2.8	< 8	Kentucky	1993	—	54	11	35	46	1240	2
3	< 8	Indiana	1993	62	74	10	16	26	790	2
3.6	< 8	Kentucky	1993	49	67	4	29	33	1985	2
3.7	< 8	Kentucky	1993	49	66	16	18	34	990	2
4.694	12	Maryland	2000	—	72	—	—	28	2440	30
4.694	12	Maryland	2000	—	78	—	—	22	1561	30
4.694	12	Maryland	2000	—	79	—	—	21	2764	30
4.848	12	Virginia	2000	—	55	—	—	45	1398	30
5.06	12	Pennsylvania	2000	—	84	—	—	16	3219	30
5.242	12	Virginia	2000	—	74	—	—	26	1160	30
5.242	12	Virginia	2000	—	71	—	—	29	548	30
5.488	12	Delaware	2000	—	80	—	—	20	—	30
5.5	12	Pennsylvania	2000	—	85	—	—	15	2975	30
4.2	< 8	Kentucky	1993	47	62	19	19	38	1705	2
4.694	16	Maryland	2000	—	90	—	—	10	2278	30
4.694	16	Delaware	2000	—	74	—	—	26	2185	30
4.694	16	Delaware	2000	—	58	—	—	42	962	30
4.694	16	Delaware	2000	—	84	—	—	16	2956	30
4.694	16	New Jersey	2000	—	79	—	—	21	1859	30
4.694	20	Delaware	2000	—	84	—	—	16	3864	30
4.848	16	Virginia	2000	—	68	—	—	32	2106	30
4.848	16	Virginia	2000	—	85	—	—	15	2676	30
4.848	16	Virginia	2000	—	75	—	—	25	3244	30
4.848	16	Virginia	2000	—	71	—	—	29	1663	30
4.993	16	Pennsylvania	2000	—	75	—	—	25	1991	30
5.094	16	New Jersey	2000	—	86	—	—	14	1260	30
5.5	16	Pennsylvania	2000	—	82	—	—	18	1570	30
5.543	16	Pennsylvania	2000	—	84	—	—	16	1933	30
5.565	16	Pennsylvania	2000	—	77	—	—	23	2262	30
5.565	16	Pennsylvania	2000	—	68	—	—	32	2854	30
5.565	16	New Jersey	2000	—	58	—	—	42	1253	30
5.565	16	New Jersey	2000	—	79	—	—	21	1928	30
5.565	16	New Jersey	2000	---	84	---	---	16	1953	30

Vehicle Pass-By Rates by Land Use										
Source: ITE Trip Generation Manual , 11th Edition										
Land Use Code	945									
Land Use	Convenience Store/Gas Station									
Setting	General Urban/Suburban									
Time Period	Weekday PM Peak Period									
# Data Sites	12 Sites with between 2 and 8 VFP					28 Sites with between 9 and 20 VFP				
Average Pass-By Rate	56% for Sites with between 2 and 8 VFP					75% for Sites with between 9 and 20 VFP				
	Pass-By Characteristics for Individual Sites									

TRIP GENERATION EQUATIONS

Health/Fitness Club (492)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 6

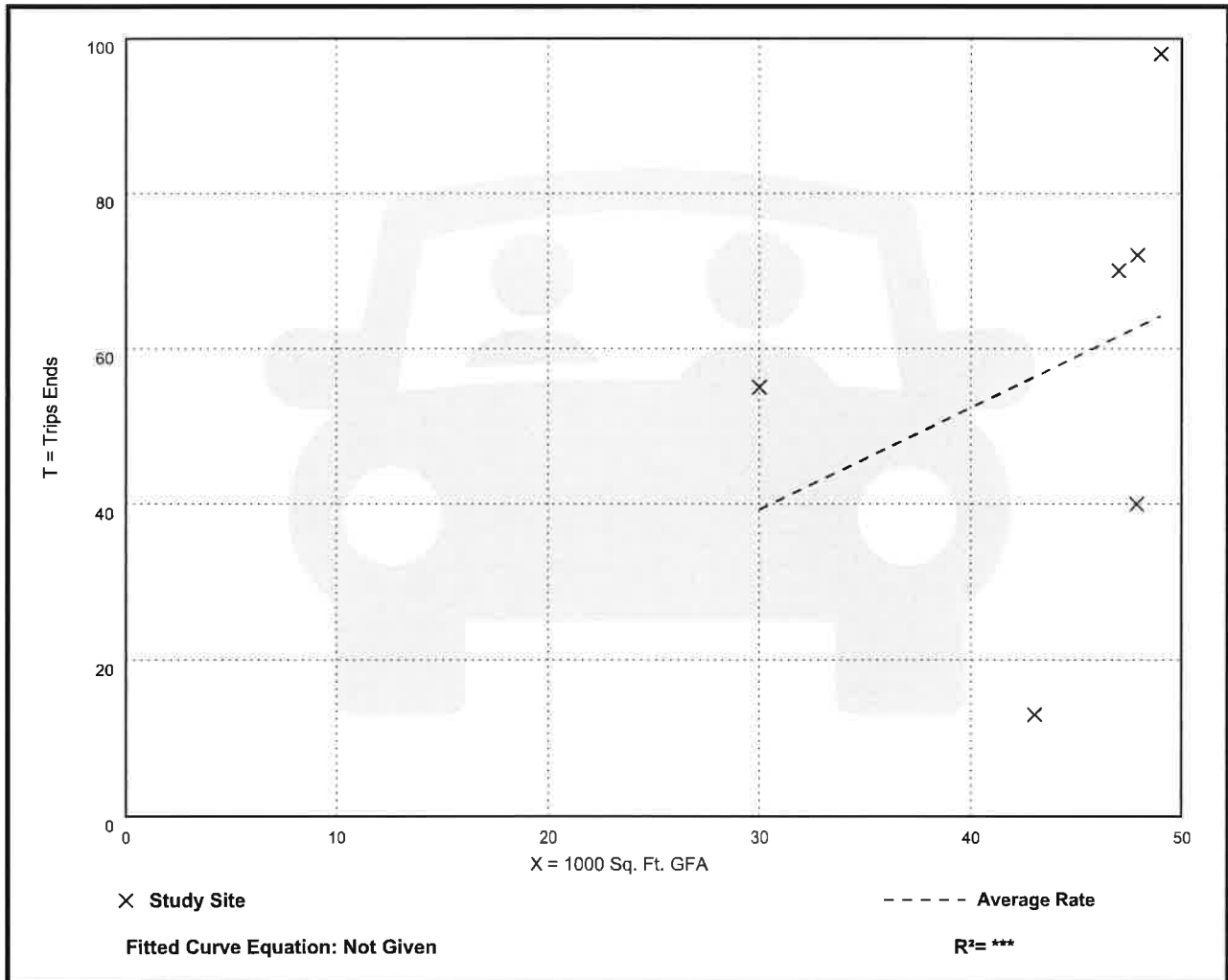
Avg. 1000 Sq. Ft. GFA: 44

Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.31	0.30 - 2.00	0.64

Data Plot and Equation



Health/Fitness Club (492)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 8

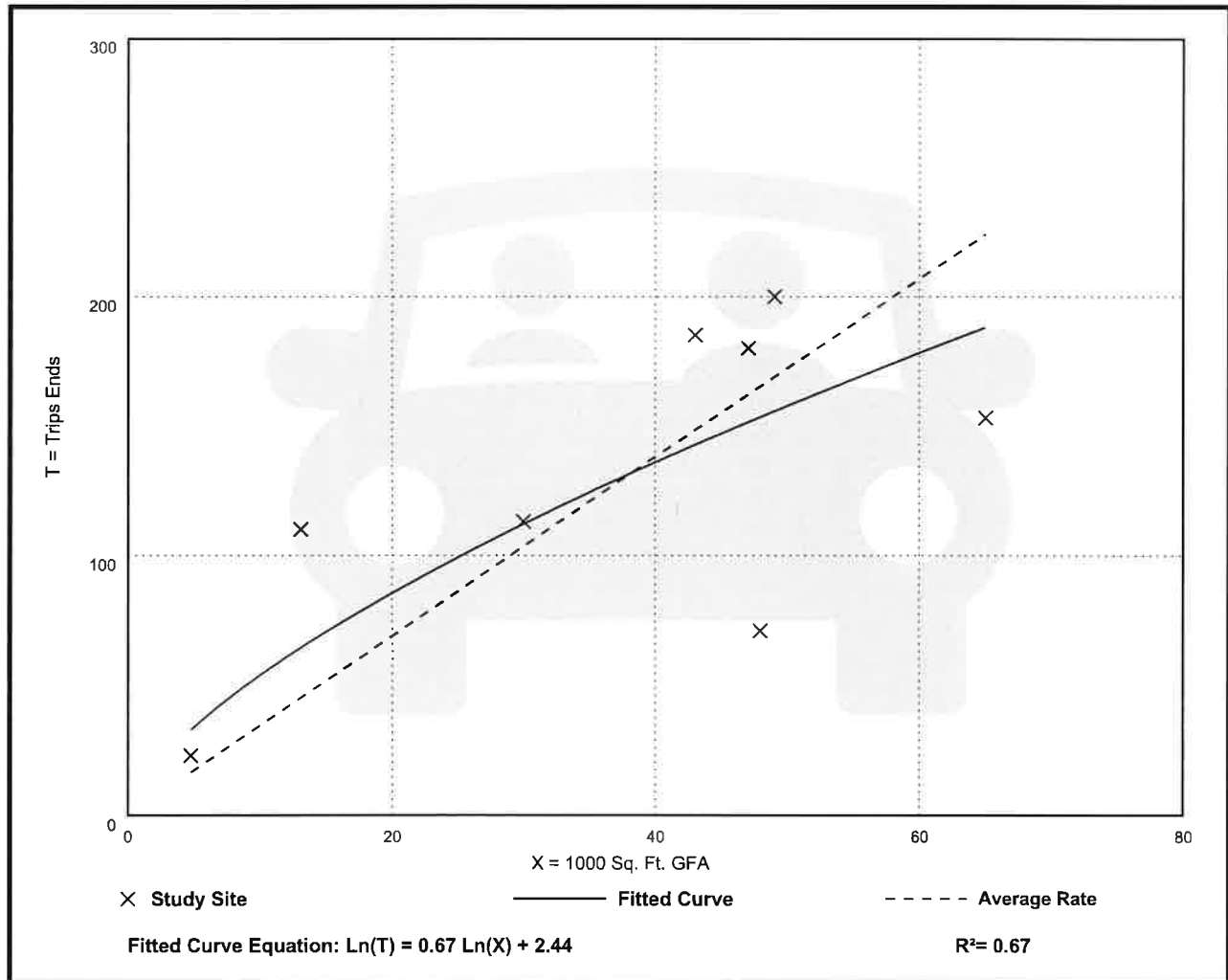
Avg. 1000 Sq. Ft. GFA: 37

Directional Distribution: 57% entering, 43% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.45	1.48 - 8.37	1.57

Data Plot and Equation



Convenience Store/Gas Station - GFA (2-4k) (945)

Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 48

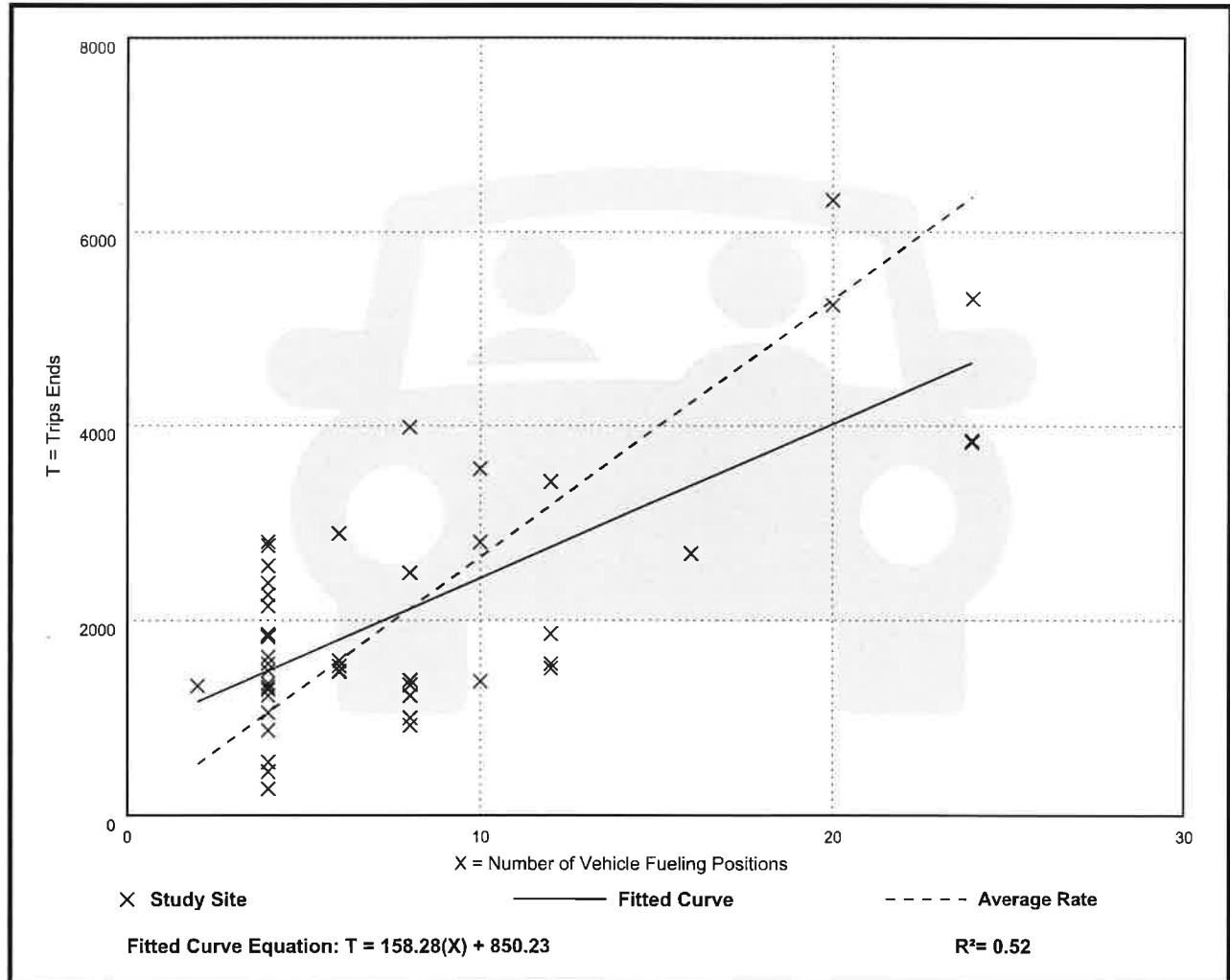
Avg. Num. of Vehicle Fueling Positions: 8

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
265.12	68.50 - 701.00	142.37

Data Plot and Equation



Convenience Store/Gas Station - GFA (2-4k) (945)

Vehicle Trip Ends vs: Vehicle Fueling Positions

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 76

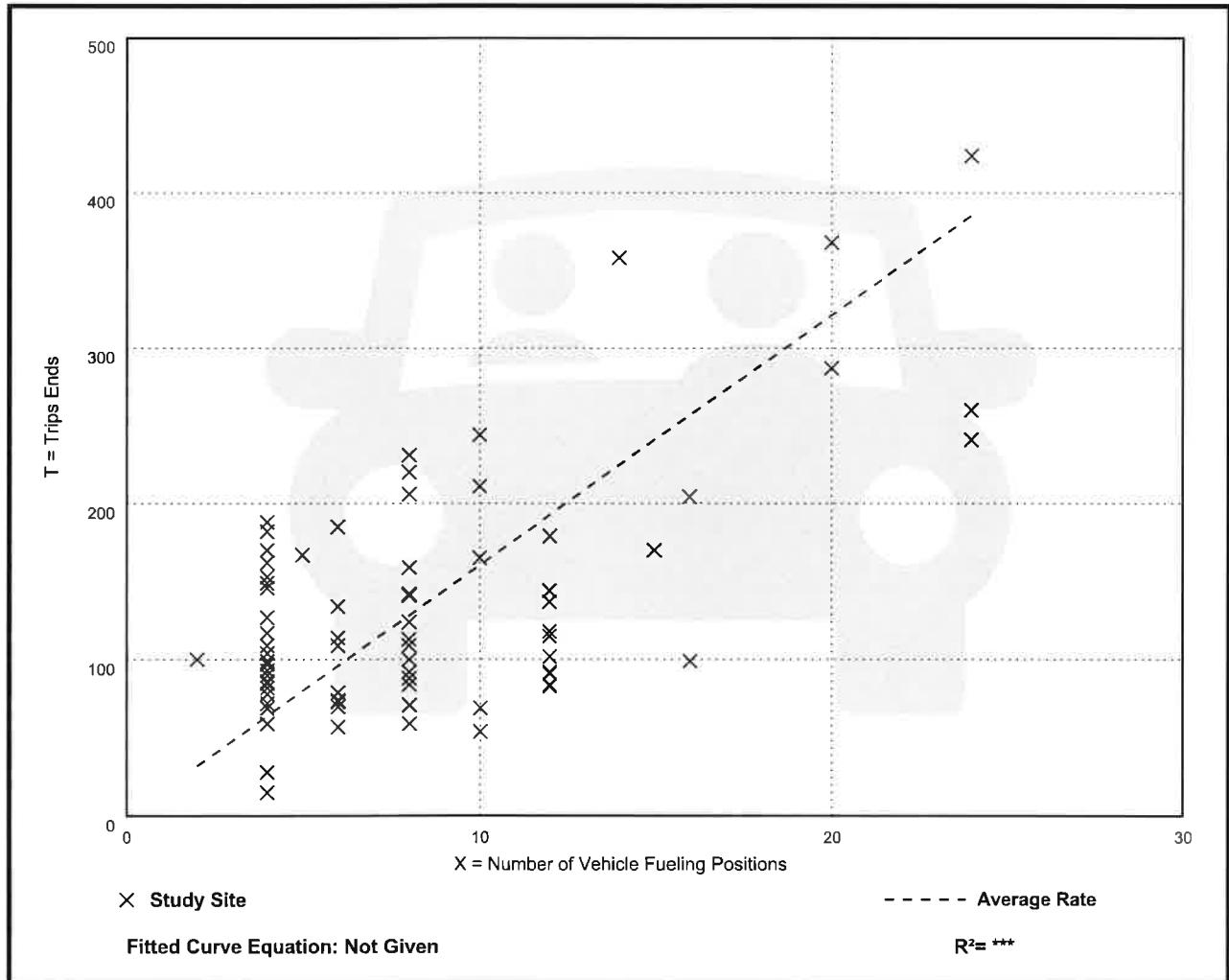
Avg. Num. of Vehicle Fueling Positions: 8

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
16.06	3.75 - 50.00	8.79

Data Plot and Equation



Convenience Store/Gas Station - GFA (2-4k) (945)

Vehicle Trip Ends vs: Vehicle Fueling Positions

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 93

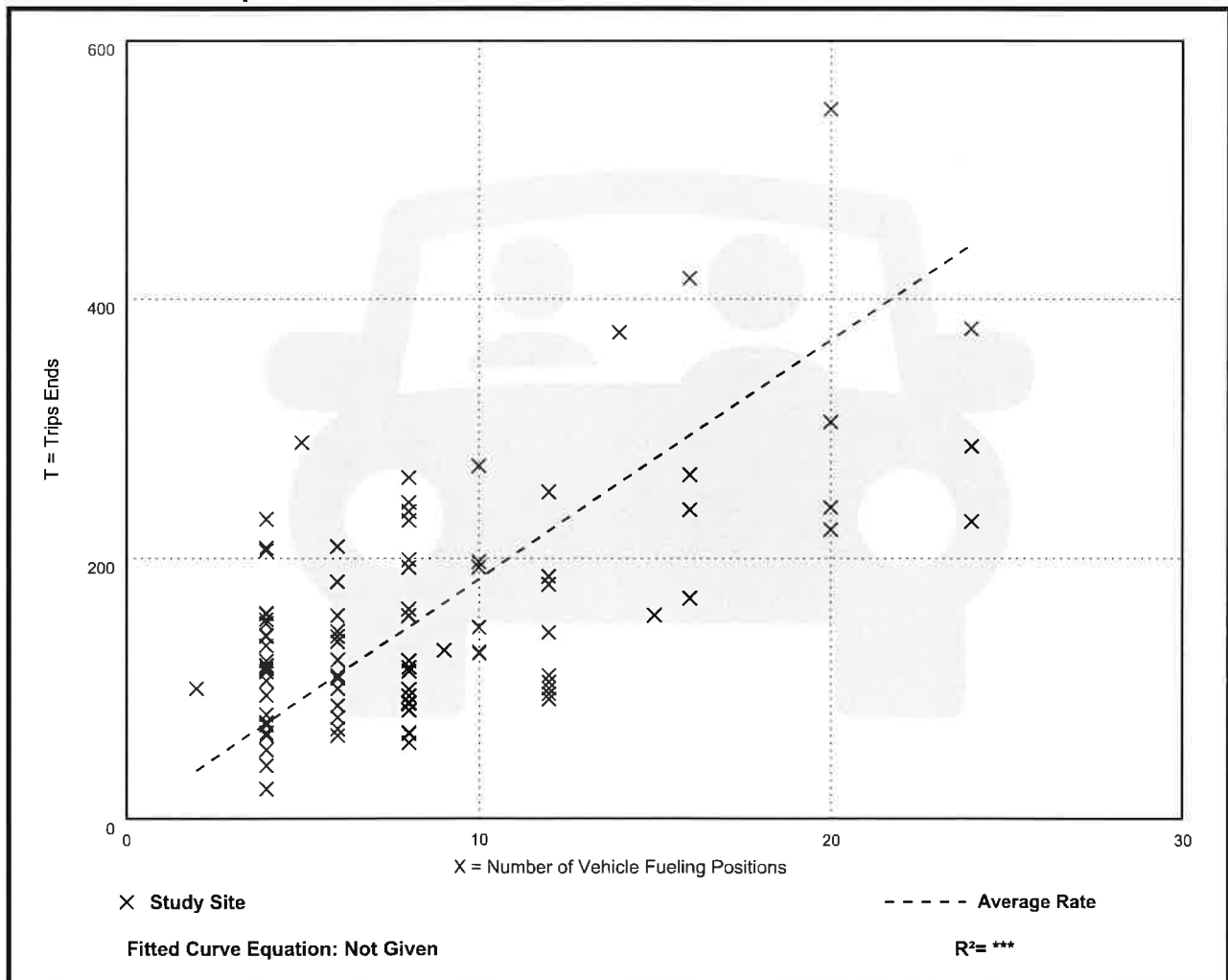
Avg. Num. of Vehicle Fueling Positions: 8

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
18.42	5.75 - 57.80	10.16

Data Plot and Equation



Convenience Store/Gas Station - GFA (4-5.5k) (945)

Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 5

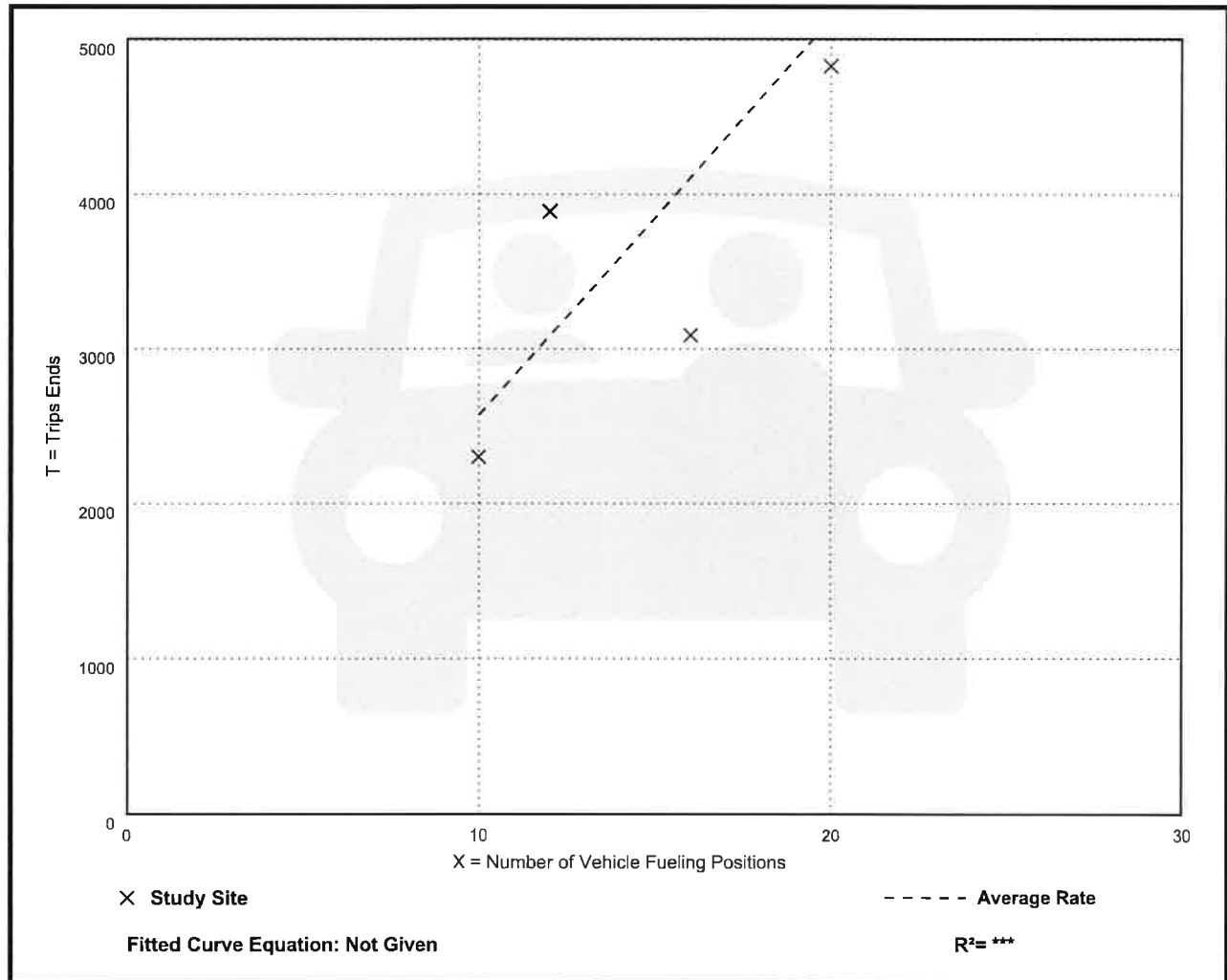
Avg. Num. of Vehicle Fueling Positions: 14

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
257.13	193.00 - 324.17	57.53

Data Plot and Equation



Convenience Store/Gas Station - GFA (4-5.5k) (945)

Vehicle Trip Ends vs: Vehicle Fueling Positions

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 18

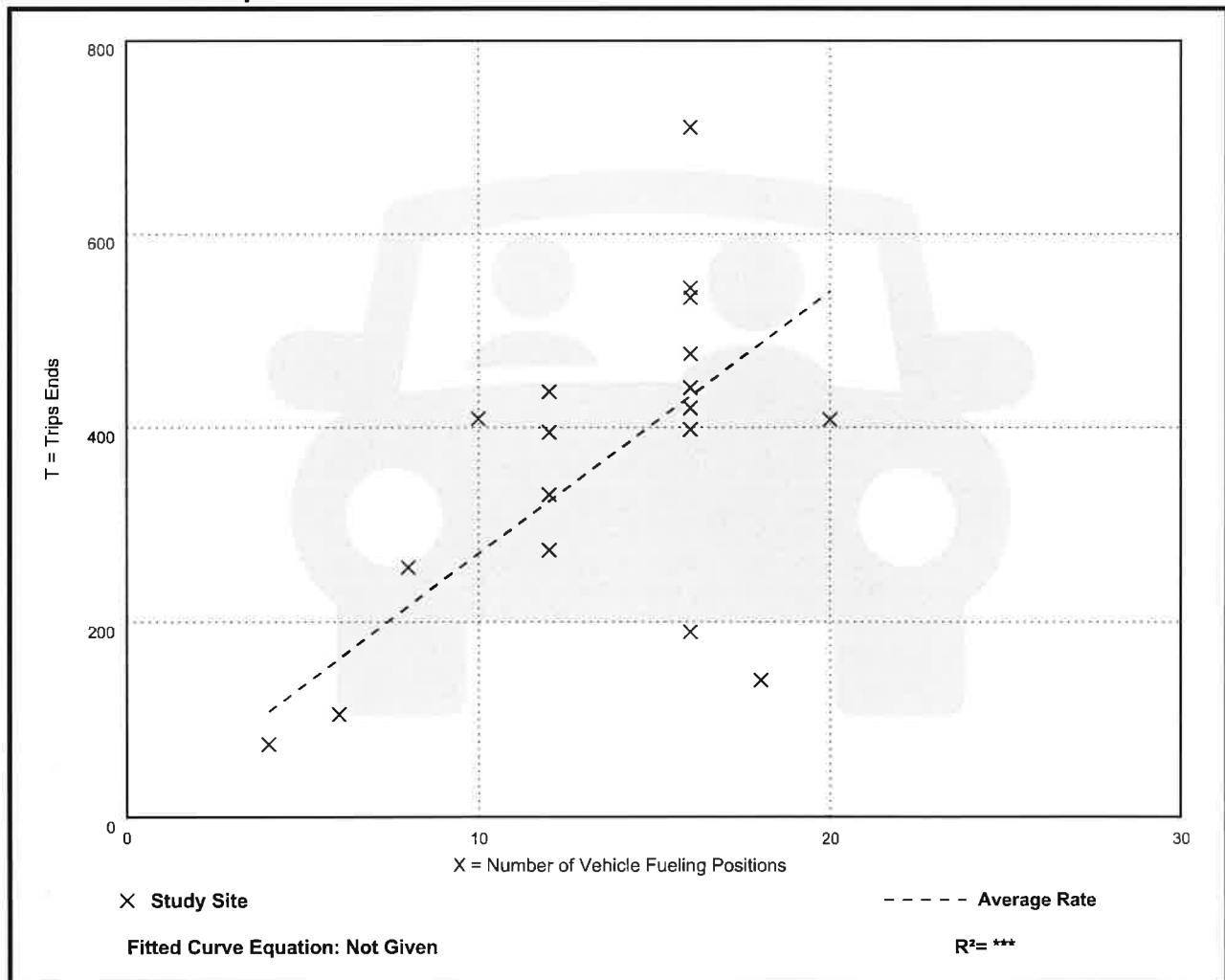
Avg. Num. of Vehicle Fueling Positions: 13

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
27.04	7.78 - 44.38	9.88

Data Plot and Equation



Convenience Store/Gas Station - GFA (4-5.5k) (945)

Vehicle Trip Ends vs: Vehicle Fueling Positions

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 23

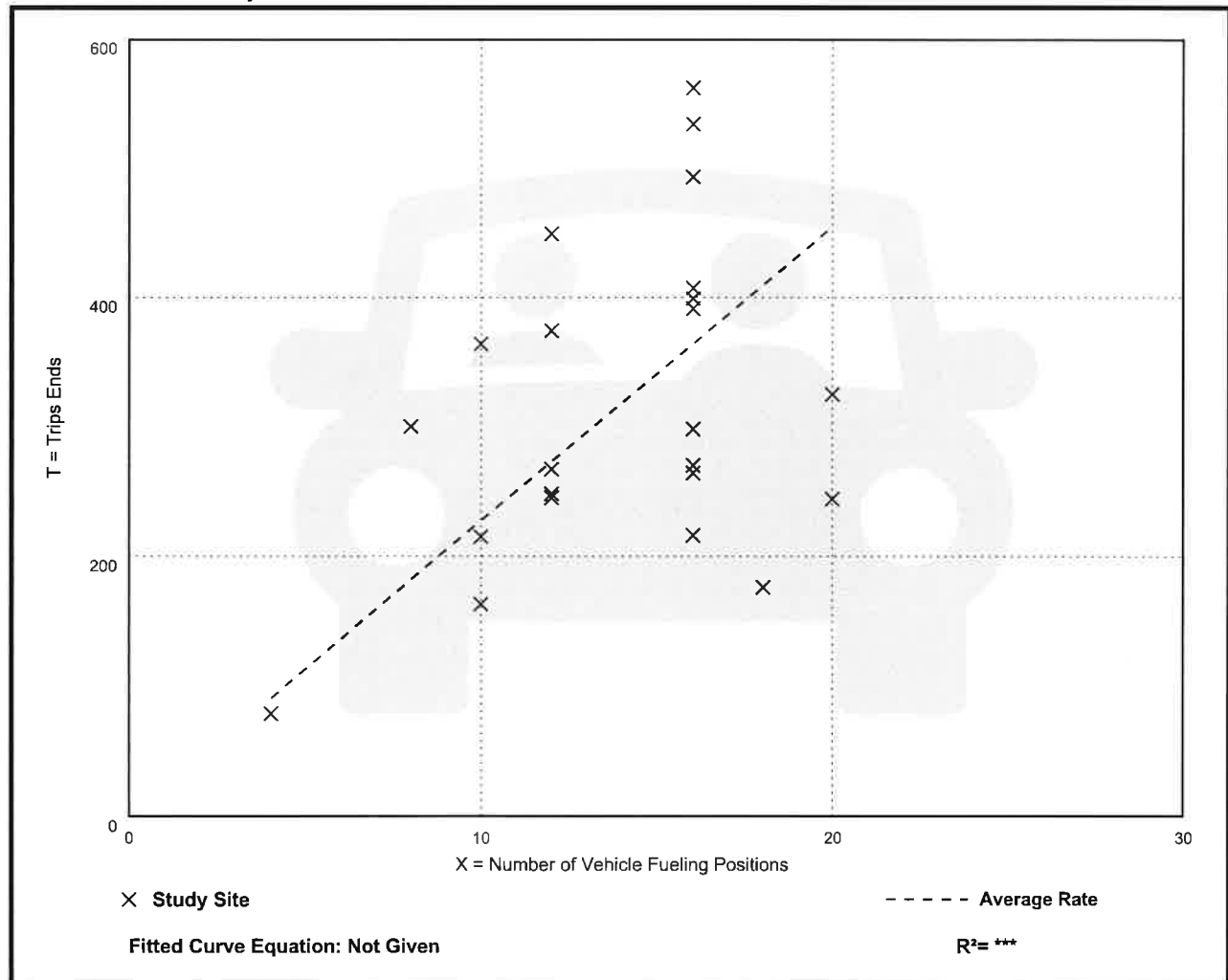
Avg. Num. of Vehicle Fueling Positions: 14

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
22.76	9.78 - 37.50	8.49

Data Plot and Equation



Convenience Store/Gas Station - VFP (2-8) (945)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 34

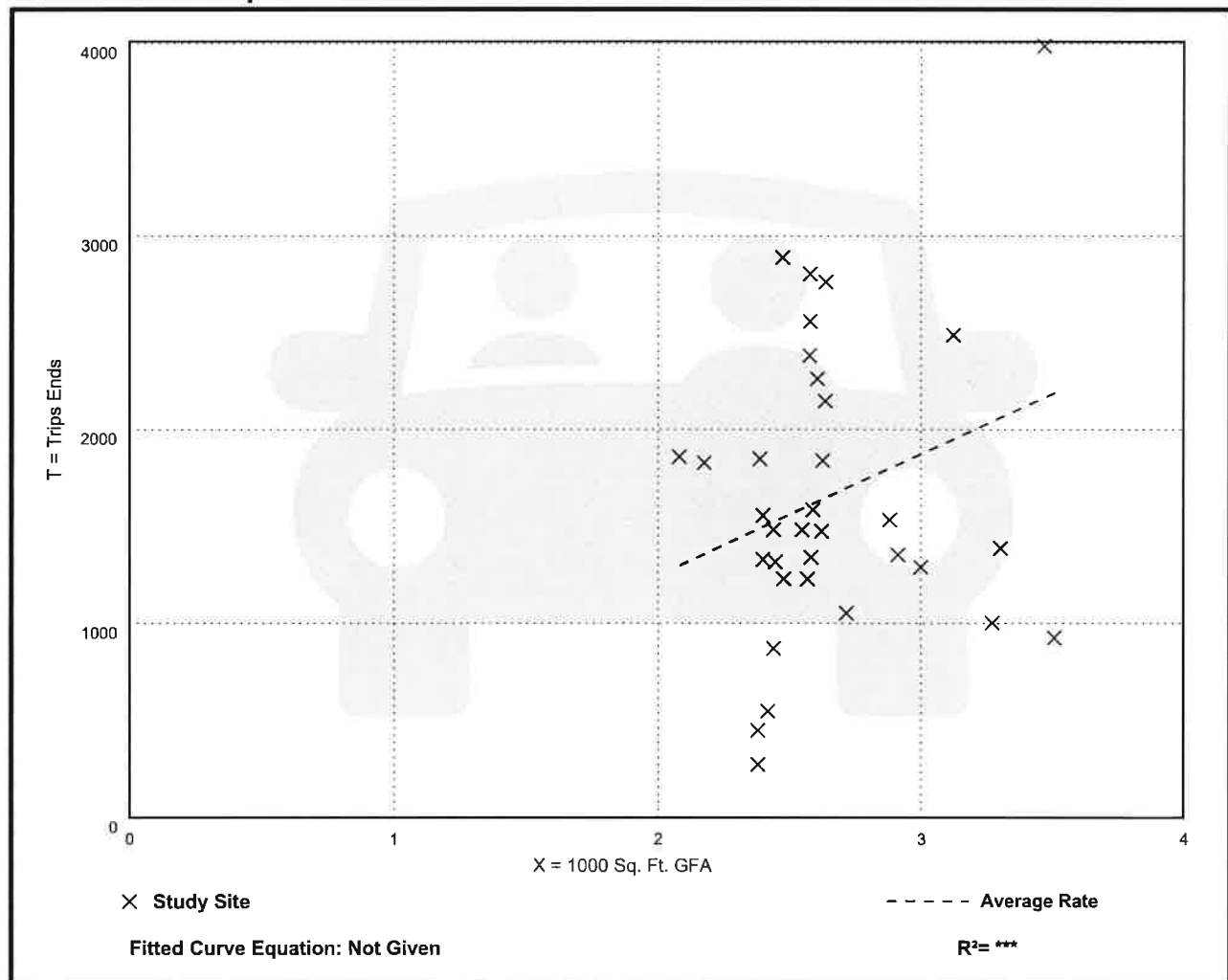
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
624.20	115.13 - 1167.27	283.35

Data Plot and Equation



Convenience Store/Gas Station - VFP (2-8) (945)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 57

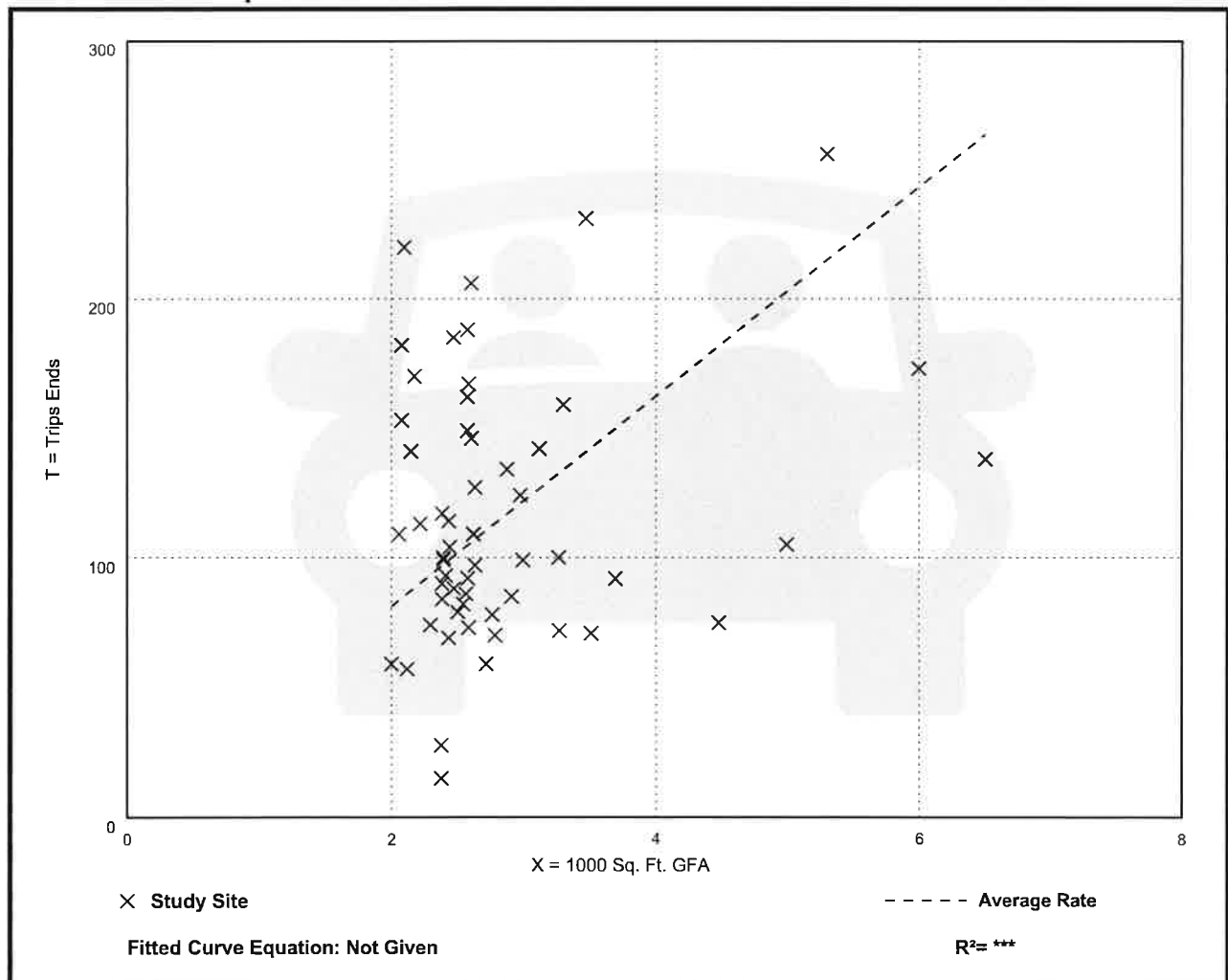
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
40.59	6.30 - 104.76	19.18

Data Plot and Equation



Convenience Store/Gas Station - VFP (2-8) (945)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 67

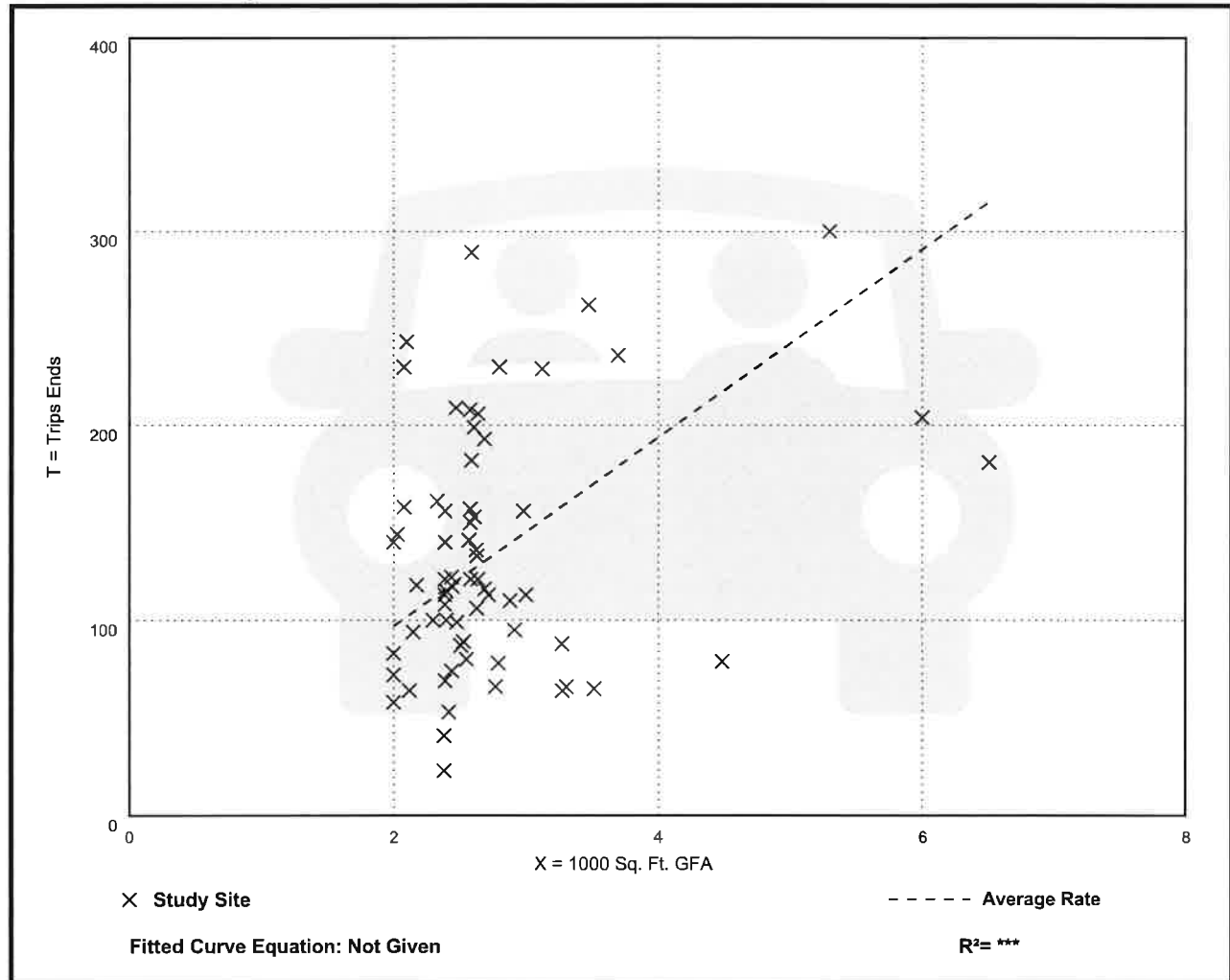
Avg. 1000 Sq. Ft. GFA: 3

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
48.48	9.66 - 115.71	22.59

Data Plot and Equation



TRIP GENERATION COMPARISON

LUC 945

**Trip Generation – Based on Refueling Positions
Previous 7-Eleven**

Land Use	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Daily (2-way)
	In	Out	Total	In	Out	Total	
Convenience Store/ Gas Station ITE LUC 945 (4 Refueling Positions)	32	32	64	37	37	74	1,483

**Trip Generation – Based on C-Store Floor Area
Previous 7-Eleven**

Land Use	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Daily (2-way)
	In	Out	Total	In	Out	Total	
Convenience Store/ Gas Station ITE LUC 945 (2,618 Sq. Ft. C-Store)	53	53	106	64	63	127	1,634

**Trip Generation – Based on Refueling Positions
Proposed 7-Eleven**

Land Use	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Daily (2-way)
	In	Out	Total	In	Out	Total	
Convenience Store/ Gas Station ITE LUC 945 (4 Refueling Positions)	54	54	108	46	45	91	1,029

**Trip Generation – Based on C-Store Floor Area
Proposed 7-Eleven**

Land Use	Weekday A.M. Peak Hour			Weekday P.M. Peak Hour			Daily (2-way)
	In	Out	Total	In	Out	Total	
Convenience Store/ Gas Station ITE LUC 945 (4,700 Sq. Ft. C-Store)	95	96	191	114	114	228	2,934



THE NEIGHBORHOOD COMPANY

841 ESTERO BLVD COMMERCIAL PLANNED DEVELOPMENT (CPD) Planned Development Rezone

500' Property Owner List

Buffer: 500	List Size: 115					
Folio	Owner Name	OwnerName2	Address	City	State	Zip
10229508	SOUTHLAND CORPORATION	CORPORATE TAX DEPT	2711 N HASKELL AVE	DALLAS	TX	75204
10229221	PAN-O-GOLD BLACK HILLS CO		444 E SAINT GERMAIN ST	SAINT CLOUD	MN	56304
10229222	SAND CASTLE COTTAGES LLC		6541 WINKLER RD	FORT MYERS	FL	33919
10229223	HOFFMAN ELIOT B &		3250 ESTERO BLVD	FORT MYERS BEACH	FL	33931
10229224	EUCALYPTUS PARK	KATHERN CANTLON	131 MADISON CT	FORT MYERS BEACH	FL	33931
10229225	PIERATT KIMBERLY NICOLE		4201 N OCEAN DR #607	HOLLYWOOD	FL	33019
10229226	DAR LAND HOLDINGS LLC		3487 COUNTY LINE RD	LUXEMBURG	WI	54217
10229227	ESTERO 3 LLC		5359 N RD 400 W	BARGERSVILLE	IN	46106
10229229	PLANTZ RONALD A		1033 S BUTTERNUT CIR	FRANKFORT	IL	60423
10229232	PERSAUD PROPERTIES FL		385 SEMINOLE WAY	FORT MYERS BEACH	FL	33931
10229235	RED COCONUT RV PARK LLP		PO BOX 990	ESTERO	FL	33929
10229279	KHAN VANESSA		1721 NE 12TH ST	CAPE CORAL	FL	33909
10229280	DODD FELIX C III &		1906 GLEN ECHO RD STE 150402	NASHVILLE	TN	37215
10229281	TROPICAL SHORES WAY LLC		293 GRACE POINTE CT	WAYZATA	MN	55391
10229282	CONTE STACEY		136 EUCALYPTUS CT	FORT MYERS BEACH	FL	33931
10229289	DONOGHUE CAROL		256 OSTEGO DR	FORT MYERS BEACH	FL	33931
10229290	MORRIS GEORGE S & ANNE R		159 COMPO RD S	WESTPORT	CT	6880
10229291	REDENIUS JOSHUA R		135 EUCALYPTUS CT	FORT MYERS BEACH	FL	33931
10229292	MCCULLOUGH J MORLEY &		661 TURTLE BAY BLVD	ENNISMORE	ON, CANADA	K0L 1T0
10229293	LTE 4060 LLC		2200 CR C W STE 2205	ROSEVILLE	MN	55113
10229294	118 VOORHIS INC		243 EASTCOURT RD	OAKVILLE	ON, CANADA	L6J 4Y5
10229295	BELGER RANDALL J &		7913 BUCCANEER DR	FORT MYERS BEACH	FL	33931
10229296	KAUTH DIANA TR		122 VOORHIS ST	FORT MYERS BEACH	FL	33931
10229297	LONG STEVE A & ANN M		110 ARROWHEAD CT	CARLISLE	KY	40311
10229299	WATERS KRISTIN		131 LONGFELLOW RD	WORCESTER	MA	1602
10229300	ELLIOTT KATHLEEN J TR		1401 ROCHESTER AVE	IOWA CITY	IA	52245
10229301	ALLISON ROBERT L &		3001 W WATERS AVE	TAMPA	FL	33614
10229302	BREEVES RD LLC		1923 W MUKILTEO BLVD	EVERETT	WA	98203



10229303	NASH ERNEST E & EVELYN M		270 KINGS RD	MADISON	NJ	7940
10229304	101 EUCALYPTUS LLC		102 CHRISTOPHER COLOMBUS DR #704	JERSEY CITY	NJ	7302
10229305	HUMBARD PAUL W & BRENDA K		1012 OAK RIDGE DR	RICHMOND	MO	64085
10229306	DAVIDSON KIM M TR		16 PLANTATION RD	LACONIA	NH	3246
10229307	LOFFRENO CHRISTIAN P		17916 GREY HERON CT	FORT MYERS BEACH	FL	33931
10229308	FORT MYERS BEACH FIRE CONTROL		PO BOX 2880	FORT MYERS BEACH	FL	33932
10229310	KENT PROPERTIES LLC		3226 HILLTOP RD	SPRINGFIELD	IL	62712
10229311	BRANN REGINALD & BEVERLY		5414 FALCON CREST DR	MACHESNEY PARK	IL	61115
10229312	CUSSON CHARLES E TR		110/112 VOORHIS ST	FORT MYERS BEACH	FL	33931
10229313	BOUGHER JEFFERY ALAN		411 WALNUT ST, 12086	GREEN COVE SPRINGS	FL	32043
10562199	LANGSTON JOHN D		814 EL DORADO PKWY E	CAPE CORAL	FL	33904
10229314	NIGH NICK E & KIMBERLY		7300 TOWNSHIP RD	FINDLAY	OH	45840
10229315	CANTLON KATHERINE T TR		131 MADISON CT	FORT MYERS BEACH	FL	33931
10229316	MAHONEY JAMES M TR		1437 WOODLYNNE BLVD	LINWOOD	NJ	8221
10229317	PETERSON TERRY		2639 PURSLANE DR	FORT MYERS	FL	33905
10229319	EMBARQ FLORIDA INC	PROPERTY TAX DEPT	1025 ELDORADO BLVD	BROOMFIELD	CO	80021
10229320	EMBARQ FLORIDA INC	PROPERTY TAX DEPT	1025 ELDORADO BLVD	BROOMFIELD	CO	80021
10229321	EMBARQ FLORIDA INC	PROPERTY TAX DEPT	1025 ELDORADO BLVD	BROOMFIELD	CO	80021
10229322	ORVIS ROBERT M & MARY H		116 EUCALYPTUS CT	FORT MYERS BEACH	FL	33931
10229323	EVANSON D M & SUE A		15830 LAKE CANDLEWOOD DR	FORT MYERS	FL	33908
10229324	COLOME REAL ESTATE LLC		3176 S CATHAY CIR	AURORA	CO	80013
10229344	HOURIGAN MARK J & ALISON H		3311 ESTERO BLVD	FORT MYERS BEACH	FL	33931
10611404	PERSAUD PROPERTIES FL INVESTME		361 SEMINOLE WAY	FORT MYERS BEACH	FL	33931
10620629	SHELL MOUND PARK OWNERS ASSN		SHELL MOUND BLVD	FORT MYERS BEACH	FL	33931
10229486	CHAPELL GARY L +		17226 WRIGLEY CIR	FORT MYERS	FL	33908
10229487	COOKE FRANCES J TR		226 DONORA BLVD	FORT MYERS BEACH	FL	33931
10229488	JASIONOWSKI GAIL M TR		220 DONORA BLVD	FORT MYERS BEACH	FL	33931
10229489	MYERS FRANCES P TR		15861 PRENTISS POINTE #101	FORT MYERS	FL	33908
10611139	HENRIKSON CLINTON & TARA L		1090 NINE ROCK RD	SHERMAN	IL	62684
10611140	DJ AREND FARMS INC		15759 ROAD 138	PAULDING	OH	45879
10229491	VELDEN BROCK VANDER +		6081 TUSCOBIA TRAIL	MCFARLAND	WI	53558
10229492	ARASIMOWICZ EDWARD A + DEBRA M		3041 SHELL MOUND BLVD	FORT MYERS BEACH	FL	33931
10229493	ROJASFANK CORP		3235 NW 37TH ST	MIAMI	FL	33142
10229494	KROGMANN ALAN J +		1016 ROSEWOOD DR	MANCHESTER	IA	52057



10229495	PERRINO NICHOLAS J		5106 FAIRVIEW CT	AVON	IN	46123
10229496	PERRY ROBERT J		366 ANDREW CRES, PO BOX 1105	BELLE RIVER	ON, CANADA	N0R 1A0
10229497	BUCK HERBERT J & CONSTANCE		5405 JAEGER RD	NAPLES	FL	34109
10229500	RATCLIFF ROBERT D &		121 VOORHIS ST	FORT MYERS BEACH	FL	33931
10229501	STAROWICZ DANIEL		117 VOORHIS ST	FORT MYERS BEACH	FL	33931
10229502	VANCE HERBER G & NORMA L TR	ANGELA RUSSELL	5961 MINK ST	MOUNT VERNON	OH	43050
10229503	RUSSELL EDGAR E & ANGELA TR		386 VALDEZ AVE	GOLETA	CA	93117
10229504	MITCHELL MICHAEL &		2706 NW 41ST PL	CAPE CORAL	FL	33993
10229505	DAGNESE MICHAEL P		3046 SHELL MOUND BLVD	FORT MYERS BEACH	FL	33931
10229506	FORT MYERS BEACH ART ASSN INC		PO BOX 2359	FORT MYERS BEACH	FL	33932
10229507	FORT MYERS BEACH FIRE CONTROL		PO BOX 2880	FORT MYERS BEACH	FL	33932
10462856	GULF WESTWIND CONDO		13611 MCGREGOR BLVD STE 6	FORT MYERS	FL	33919
10588714	SUSAN A KOZIOL TRUST +		3104 ESTERO BLVD	FORT MYERS BEACH	FL	33931
10611402	PERSAUD PROPERTIES FL INVESTME		361 SEMINOLE WAY	FORT MYERS BEACH	FL	33931
10611403	PERSAUD PROPERTIES FL INVESTME		361 SEMINOLE WAY	FORT MYERS BEACH	FL	33931
10229557	JELSMA EVERT J + SUSANNE H TR		1037 BARRINGTON NW	GRAND RAPIDS	MI	49534
10229558	TUTTLE MARY E TR		958 KENSINGTON NW	GRAND RAPIDS	MI	49534
10229559	CARPENTER WILLIAM &		14617 15TH AVE	FLUSHING	NY	11357
10229560	DIMARZO DOMINICK TR		7786 MARIE DR # 74	SHELBY TOWNSHIP	MI	48316
10229561	DAVIDSON KIM M TR		16 PLANTATION ROAD	LACONIA	NH	3246
10229562	SMITS RONALD L + RACHEL A		3777 MIGHTY OAK TRL	GREEN BAY	WI	54313
10229563	COLE LISA D TR		3045 ESTERO BLVD #2C	FORT MYERS BEACH	FL	33931
10229564	SMITS RONALD L & RACHEL A		1000 MAIN ST	GREEN BAY	WI	54301
10229565	JACKSON FRANK A &		1031 NATIONAL RD	WHEELING	WV	26003
10229566	GILLESPIE JAMES R		1060 SIR FRANCIS CT	GALLATIN	TN	37066
10229567	JACKSON FRANK A &		1031 NATIONAL RD	WHEELING	WV	26003
10229568	ALBINO GLORIA M TR		3045 ESTERO BLVD #3D	FORT MYERS BEACH	FL	33931
10229569	MCINTOSH PATRICIA T		3045 ESTERO BLVD #4A	FORT MYERS BEACH	FL	33931
10229570	PAOLONI ROBERT J		7472 FERGUSON RD	KENT	OH	44240
10229571	FLAHERTY TRUST		52 GREENBRIAR DR	BERKELEY HEIGHTS	NJ	7922
10229572	WOLLESEN TIMOTHY H TR		15560 S KEELER ST	OLATHE	KS	66062
10229573	SHOFF SUSAN TR		3045 ESTERO BLVD UNIT 5C	FORT MYERS BEACH	FL	33931
10229574	TARULLI SYBIL		1745 WASHINGTON VALLEY RD	MARTINSVILLE	NJ	8836
10229575	SHOFF SUSAN TR		3045 ESTERO BLVD #5C	FORT MYERS BEACH	FL	33931



THE NEIGHBORHOOD COMPANY

841 ESTERO BLVD COMMERCIAL PLANNED DEVELOPMENT (CPD) Planned Development Rezone

500' Property Owner List

Buffer: 500	List Size: 115					
Folio	Owner Name	OwnerName2	Address	City	State	Zip
10229508	SOUTHLAND CORPORATION	CORPORATE TAX DEPT	2711 N HASKELL AVE	DALLAS	TX	75204
10229221	PAN-O-GOLD BLACK HILLS CO		444 E SAINT GERMAIN ST	SAINT CLOUD	MN	56304
10229222	SAND CASTLE COTTAGES LLC		6541 WINKLER RD	FORT MYERS	FL	33919
10229223	HOFFMAN ELIOT B &		3250 ESTERO BLVD	FORT MYERS BEACH	FL	33931
10229224	EUCALYPTUS PARK	KATHERN CANTLON	131 MADISON CT	FORT MYERS BEACH	FL	33931
10229225	PIERATT KIMBERLY NICOLE		4201 N OCEAN DR #607	HOLLYWOOD	FL	33019
10229226	DAR LAND HOLDINGS LLC		3487 COUNTY LINE RD	LUXEMBURG	WI	54217
10229227	ESTERO 3 LLC		5359 N RD 400 W	BARGERSVILLE	IN	46106
10229229	PLANTZ RONALD A		1033 S BUTTERNUT CIR	FRANKFORT	IL	60423
10229232	PERSAUD PROPERTIES FL		385 SEMINOLE WAY	FORT MYERS BEACH	FL	33931
10229235	RED COCONUT RV PARK LLP		PO BOX 990	ESTERO	FL	33929
10229279	KHAN VANESSA		1721 NE 12TH ST	CAPE CORAL	FL	33909
10229280	DODD FELIX C III &		1906 GLEN ECHO RD STE 150402	NASHVILLE	TN	37215
10229281	TROPICAL SHORES WAY LLC		293 GRACE POINTE CT	WAYZATA	MN	55391
10229282	CONTE STACEY		136 EUCALYPTUS CT	FORT MYERS BEACH	FL	33931
10229289	DONOGHUE CAROL		256 OSTEGO DR	FORT MYERS BEACH	FL	33931
10229290	MORRIS GEORGE S & ANNE R		159 COMPO RD S	WESTPORT	CT	6880
10229291	REDENIUS JOSHUA R		135 EUCALYPTUS CT	FORT MYERS BEACH	FL	33931
10229292	MCCULLOUGH J MORLEY &		661 TURTLE BAY BLVD	ENNISMORE	ON, CANADA	K0L 1T0
10229293	LTE 4060 LLC		2200 CR C W STE 2205	ROSEVILLE	MN	55113
10229294	118 VOORHIS INC		243 EASTCOURT RD	OAKVILLE	ON, CANADA	L6J 4Y5
10229295	BELGER RANDALL J &		7913 BUCCANEER DR	FORT MYERS BEACH	FL	33931
10229296	KAUTH DIANA TR		122 VOORHIS ST	FORT MYERS BEACH	FL	33931
10229297	LONG STEVE A & ANN M		110 ARROWHEAD CT	CARLISLE	KY	40311
10229299	WATERS KRISTIN		131 LONGFELLOW RD	WORCESTER	MA	1602
10229300	ELLIOTT KATHLEEN J TR		1401 ROCHESTER AVE	IOWA CITY	IA	52245
10229301	ALLISON ROBERT L &		3001 W WATERS AVE	TAMPA	FL	33614
10229302	BREEVES RD LLC		1923 W MUKILTEO BLVD	EVERETT	WA	98203



10229303	NASH ERNEST E & EVELYN M		270 KINGS RD	MADISON	NJ	7940
10229304	101 EUCALYPTUS LLC		102 CHRISTOPHER COLOMBUS DR #704	JERSEY CITY	NJ	7302
10229305	HUMBARD PAUL W & BRENDA K		1012 OAK RIDGE DR	RICHMOND	MO	64085
10229306	DAVIDSON KIM M TR		16 PLANTATION RD	LACONIA	NH	3246
10229307	LOFFRENO CHRISTIAN P		17916 GREY HERON CT	FORT MYERS BEACH	FL	33931
10229308	FORT MYERS BEACH FIRE CONTROL		PO BOX 2880	FORT MYERS BEACH	FL	33932
10229310	KENT PROPERTIES LLC		3226 HILLTOP RD	SPRINGFIELD	IL	62712
10229311	BRANN REGINALD & BEVERLY		5414 FALCON CREST DR	MACHESNEY PARK	IL	61115
10229312	CUSSON CHARLES E TR		110/112 VOORHIS ST	FORT MYERS BEACH	FL	33931
10229313	BOUGHER JEFFERY ALAN		411 WALNUT ST, 12086	GREEN COVE SPRINGS	FL	32043
10562199	LANGSTON JOHN D		814 EL DORADO PKWY E	CAPE CORAL	FL	33904
10229314	NIGH NICK E & KIMBERLY		7300 TOWNSHIP RD	FINDLAY	OH	45840
10229315	CANTLON KATHERINE T TR		131 MADISON CT	FORT MYERS BEACH	FL	33931
10229316	MAHONEY JAMES M TR		1437 WOODLYNNE BLVD	LINWOOD	NJ	8221
10229317	PETERSON TERRY		2639 PURSLANE DR	FORT MYERS	FL	33905
10229319	EMBARQ FLORIDA INC	PROPERTY TAX DEPT	1025 ELDORADO BLVD	BROOMFIELD	CO	80021
10229320	EMBARQ FLORIDA INC	PROPERTY TAX DEPT	1025 ELDORADO BLVD	BROOMFIELD	CO	80021
10229321	EMBARQ FLORIDA INC	PROPERTY TAX DEPT	1025 ELDORADO BLVD	BROOMFIELD	CO	80021
10229322	ORVIS ROBERT M & MARY H		116 EUCALYPTUS CT	FORT MYERS BEACH	FL	33931
10229323	EVANSON D M & SUE A		15830 LAKE CANDLEWOOD DR	FORT MYERS	FL	33908
10229324	COLOME REAL ESTATE LLC		3176 S CATHAY CIR	AURORA	CO	80013
10229344	HOURIGAN MARK J & ALISON H		3311 ESTERO BLVD	FORT MYERS BEACH	FL	33931
10611404	PERSAUD PROPERTIES FL INVESTME		361 SEMINOLE WAY	FORT MYERS BEACH	FL	33931
10620629	SHELL MOUND PARK OWNERS ASSN		SHELL MOUND BLVD	FORT MYERS BEACH	FL	33931
10229486	CHAPELL GARY L +		17226 WRIGLEY CIR	FORT MYERS	FL	33908
10229487	COOKE FRANCES J TR		226 DONORA BLVD	FORT MYERS BEACH	FL	33931
10229488	JASIONOWSKI GAIL M TR		220 DONORA BLVD	FORT MYERS BEACH	FL	33931
10229489	MYERS FRANCES P TR		15861 PRENTISS POINTE #101	FORT MYERS	FL	33908
10611139	HENRIKSON CLINTON & TARA L		1090 NINE ROCK RD	SHERMAN	IL	62684
10611140	DJ AREND FARMS INC		15759 ROAD 138	PAULDING	OH	45879
10229491	VELDEN BROCK VANDER +		6081 TUSCOBIA TRAIL	MCFARLAND	WI	53558
10229492	ARASIMOWICZ EDWARD A + DEBRA M		3041 SHELL MOUND BLVD	FORT MYERS BEACH	FL	33931
10229493	ROJASFANK CORP		3235 NW 37TH ST	MIAMI	FL	33142
10229494	KROGMANN ALAN J +		1016 ROSEWOOD DR	MANCHESTER	IA	52057



10229495	PERRINO NICHOLAS J		5106 FAIRVIEW CT	AVON	IN	46123
10229496	PERRY ROBERT J		366 ANDREW CRES, PO BOX 1105	BELLE RIVER	ON, CANADA	N0R 1A0
10229497	BUCK HERBERT J & CONSTANCE		5405 JAEGER RD	NAPLES	FL	34109
10229500	RATCLIFF ROBERT D &		121 VOORHIS ST	FORT MYERS BEACH	FL	33931
10229501	STAROWICZ DANIEL		117 VOORHIS ST	FORT MYERS BEACH	FL	33931
10229502	VANCE HERBER G & NORMA L TR	ANGELA RUSSELL	5961 MINK ST	MOUNT VERNON	OH	43050
10229503	RUSSELL EDGAR E & ANGELA TR		386 VALDEZ AVE	GOLETA	CA	93117
10229504	MITCHELL MICHAEL &		2706 NW 41ST PL	CAPE CORAL	FL	33993
10229505	DAGNESE MICHAEL P		3046 SHELL MOUND BLVD	FORT MYERS BEACH	FL	33931
10229506	FORT MYERS BEACH ART ASSN INC		PO BOX 2359	FORT MYERS BEACH	FL	33932
10229507	FORT MYERS BEACH FIRE CONTROL		PO BOX 2880	FORT MYERS BEACH	FL	33932
10462856	GULF WESTWIND CONDO		13611 MCGREGOR BLVD STE 6	FORT MYERS	FL	33919
10588714	SUSAN A KOZIOL TRUST +		3104 ESTERO BLVD	FORT MYERS BEACH	FL	33931
10611402	PERSAUD PROPERTIES FL INVESTME		361 SEMINOLE WAY	FORT MYERS BEACH	FL	33931
10611403	PERSAUD PROPERTIES FL INVESTME		361 SEMINOLE WAY	FORT MYERS BEACH	FL	33931
10229557	JELSMA EVERT J + SUSANNE H TR		1037 BARRINGTON NW	GRAND RAPIDS	MI	49534
10229558	TUTTLE MARY E TR		958 KENSINGTON NW	GRAND RAPIDS	MI	49534
10229559	CARPENTER WILLIAM &		14617 15TH AVE	FLUSHING	NY	11357
10229560	DIMARZO DOMINICK TR		7786 MARIE DR # 74	SHELBY TOWNSHIP	MI	48316
10229561	DAVIDSON KIM M TR		16 PLANTATION ROAD	LACONIA	NH	3246
10229562	SMITS RONALD L + RACHEL A		3777 MIGHTY OAK TRL	GREEN BAY	WI	54313
10229563	COLE LISA D TR		3045 ESTERO BLVD #2C	FORT MYERS BEACH	FL	33931
10229564	SMITS RONALD L & RACHEL A		1000 MAIN ST	GREEN BAY	WI	54301
10229565	JACKSON FRANK A &		1031 NATIONAL RD	WHEELING	WV	26003
10229566	GILLESPIE JAMES R		1060 SIR FRANCIS CT	GALLATIN	TN	37066
10229567	JACKSON FRANK A &		1031 NATIONAL RD	WHEELING	WV	26003
10229568	ALBINO GLORIA M TR		3045 ESTERO BLVD #3D	FORT MYERS BEACH	FL	33931
10229569	MCINTOSH PATRICIA T		3045 ESTERO BLVD #4A	FORT MYERS BEACH	FL	33931
10229570	PAOLONI ROBERT J		7472 FERGUSON RD	KENT	OH	44240
10229571	FLAHERTY TRUST		52 GREENBRIAR DR	BERKELEY HEIGHTS	NJ	7922
10229572	WOLLESEN TIMOTHY H TR		15560 S KEELER ST	OLATHE	KS	66062
10229573	SHOFF SUSAN TR		3045 ESTERO BLVD UNIT 5C	FORT MYERS BEACH	FL	33931
10229574	TARULLI SYBIL		1745 WASHINGTON VALLEY RD	MARTINSVILLE	NJ	8836
10229575	SHOFF SUSAN TR		3045 ESTERO BLVD #5C	FORT MYERS BEACH	FL	33931



10229576	FLORENCE ROBERT W & KAREN L		3045 ESTERO BLVD #5D	FORT MYERS BEACH	FL	33931
10229577	BARTLETT ECHO L		6495 FAIRWAY BLVD S	SAINT PETERSBURG	FL	33707
10229578	DAZET ELLEN C +		84 FOUL RIFT RD	BELVIDERE	NJ	7823
10229579	RATH CHARLES J + LINDA M		1013 STRRUP LN	LEMONT	IL	60439
10229580	KUBIK KENNETH & VIRGINIA		489 MILLBROOK AV	RANDOLPH	NJ	7869
10229581	DKA LLC		3428 JOHNSON RD	MARNE	MI	49435
10229582	CORDES RONALD C TR		7305 BAUMHOFF AVE NW	GRAND RAPIDS	MI	49544
10229583	HENRY RICHARD MOTUELLE TRUST +		2210 N EAST SHAFER DR	MONTICELLO	IN	47960
10229584	DAVIS PAUL M & MARY E TR		15290 BALLAST POINT DR #5121	FORT MYERS	FL	33908
10229585	C + T MANAGEMENT LLC		2216 KINNROW AV NW	GRAND RAPIDS	MI	49534
10229586	CLARK SARAH		260 MCGINLEY RD	CHICORA	PA	16025
10229587	GARLAND JONATHAN B &		30 KENDAL AVE	TORONTO	ON, CANADA	M5R 1L7
10229588	PFAFF JANET P TR		275 SAXONY DR	CRESTVIEW HILLS	KY	41017
10229589	DRAKE OWNERS INC		PO BOX 2652	FORT MYERS BEACH	FL	33932
10229590	MOTUELLE HENRY R TR		2210 N EAST SHAFER DR	MONTICELLO	IN	47960
10229591	KELLEY JASON		11881 OAKLAND DR	BOKEELIA	FL	33922
10229592	RIDDLE DANIL K & JANE N		112 N HARBOR DR	GRAND HAVEN	MI	49417
10588712	GREENVILLE WAREHOUSING LLC		5917 US RT 36	GREENVILLE	OH	45331
10588713	MELISSA MARIE LUNGARETTI TRUST		3104 ESTERO BLVD	FORT MYERS BEACH	FL	33931



10229576	FLORENCE ROBERT W & KAREN L		3045 ESTERO BLVD #5D	FORT MYERS BEACH	FL	33931
10229577	BARTLETT ECHO L		6495 FAIRWAY BLVD S	SAINT PETERSBURG	FL	33707
10229578	DAZET ELLEN C +		84 FOUL RIFT RD	BELVIDERE	NJ	7823
10229579	RATH CHARLES J + LINDA M		1013 STRRUP LN	LEMONT	IL	60439
10229580	KUBIK KENNETH & VIRGINIA		489 MILLBROOK AV	RANDOLPH	NJ	7869
10229581	DKA LLC		3428 JOHNSON RD	MARNE	MI	49435
10229582	CORDES RONALD C TR		7305 BAUMHOFF AVE NW	GRAND RAPIDS	MI	49544
10229583	HENRY RICHARD MOTUELLE TRUST +		2210 N EAST SHAFER DR	MONTICELLO	IN	47960
10229584	DAVIS PAUL M & MARY E TR		15290 BALLAST POINT DR #5121	FORT MYERS	FL	33908
10229585	C + T MANAGEMENT LLC		2216 KINNROW AV NW	GRAND RAPIDS	MI	49534
10229586	CLARK SARAH		260 MCGINLEY RD	CHICORA	PA	16025
10229587	GARLAND JONATHAN B &		30 KENDAL AVE	TORONTO	ON, CANADA	M5R 1L7
10229588	PFAFF JANET P TR		275 SAXONY DR	CRESTVIEW HILLS	KY	41017
10229589	DRAKE OWNERS INC		PO BOX 2652	FORT MYERS BEACH	FL	33932
10229590	MOTUELLE HENRY R TR		2210 N EAST SHAFER DR	MONTICELLO	IN	47960
10229591	KELLEY JASON		11881 OAKLAND DR	BOKEELIA	FL	33922
10229592	RIDDLE DANIL K & JANE N		112 N HARBOR DR	GRAND HAVEN	MI	49417
10588712	GREENVILLE WAREHOUSING LLC		5917 US RT 36	GREENVILLE	OH	45331
10588713	MELISSA MARIE LUNGARETTI TRUST		3104 ESTERO BLVD	FORT MYERS BEACH	FL	33931

PAN-O-GOLD BLACK HILLS CO
444 E SAINT GERMAIN ST
SAINT CLOUD MN 56304

SAND CASTLE COTTAGES LLC
6541 WINKLER RD
FORT MYERS FL 33919

HOFFMAN ELIOT B &
3250 ESTERO BLVD
FORT MYERS BEACH FL 33931

EUCALYPTUS PARK
KATHERN CANTLON
131 MADISON CT
FORT MYERS BEACH FL 33931

PIERATT KIMBERLY NICOLE
4201 N OCEAN DR #607
HOLLYWOOD FL 33019

DAR LAND HOLDINGS LLC
3487 COUNTY LINE RD
LUXEMBURG WI 54217

ESTERO 3 LLC
5359 N RD 400 W
BARGERSVILLE IN 46106

PLANTZ RONALD A
1033 S BUTTERNUT CIR
FRANKFORT IL 60423

PERSAUD PROPERTIES FL
385 SEMINOLE WAY
FORT MYERS BEACH FL 33931

RED COCONUT RV PARK LLP
PO BOX 990
ESTERO FL 33929

KHAN VANESSA
1721 NE 12TH ST
CAPE CORAL FL 33909

DODD FELIX C III &
1906 GLEN ECHO RD STE 150402
NASHVILLE TN 37215

TROPICAL SHORES WAY LLC
293 GRACE POINTE CT
WAYZATA MN 55391

CONTE STACEY
136 EUCALYPTUS CT
FORT MYERS BEACH FL 33931

DONOGHUE CAROL
256 OSTEGO DR
FORT MYERS BEACH FL 33931

MORRIS GEORGE S & ANNE R
159 COMPO RD S
WESTPORT CT 06880

REDENIUS JOSHUA R
135 EUCALYPTUS CT
FORT MYERS BEACH FL 33931

MCCULLOUGH J MORLEY &
661 TURTLE BAY BLVD
ENNISMORE ON K0L 1T0
CANADA

LTE 4060 LLC
2200 CR C W STE 2205
ROSEVILLE MN 55113

118 VOORHIS INC
243 EASTCOURT RD
OAKVILLE ON L6J 4Y5
CANADA

BELGER RANDALL J &
7913 BUCCANEER DR
FORT MYERS BEACH FL 33931

KAUTH DIANA TR
122 VOORHIS ST
FORT MYERS BEACH FL 33931

LONG STEVE A & ANN M
110 ARROWHEAD CT
CARLISLE KY 40311

WATERS KRISTIN
131 LONGFELLOW RD
WORCESTER MA 01602

ELLIOTT KATHLEEN J TR
1401 ROCHESTER AVE
IOWA CITY IA 52245

ALLISON ROBERT L &
3001 W WATERS AVE
TAMPA FL 33614

BREEVES RD LLC
1923 W MUKILTEO BLVD
EVERETT WA 98203

NASH ERNEST E & EVELYN M
270 KINGS RD
MADISON NJ 07940

101 EUCALYPTUS LLC
102 CHRISTOPHER COLOMBUS DR #704
JERSEY CITY NJ 07302

HUMBARD PAUL W & BRENDA K
1012 OAK RIDGE DR
RICHMOND MO 64085

DAVIDSON KIM M TR
16 PLANTATION RD
LACONIA NH 03246

LOFFRENO CHRISTIAN P
17916 GREY HERON CT
FORT MYERS BEACH FL 33931

FORT MYERS BEACH FIRE CONTROL
PO BOX 2880
FORT MYERS BEACH FL 33932

KENT PROPERTIES LLC
3226 HILLTOP RD
SPRINGFIELD IL 62712

BRANN REGINALD & BEVERLY
5414 FALCON CREST DR
MACHESNEY PARK IL 61115

CUSSON CHARLES E TR
110/112 VOORHIS ST
FORT MYERS BEACH FL 33931

BOUGHER JEFFERY ALAN
411 WALNUT ST 12086
GREEN COVE SPRINGS FL 32043

LANGSTON JOHN D
814 EL DORADO PKWY E
CAPE CORAL FL 33904

NIGH NICK E & KIMBERLY
7300 TOWNSHIP RD
FINDLAY OH 45840

CANTLON KATHERINE T TR
131 MADISON CT
FORT MYERS BEACH FL 33931

MAHONEY JAMES M TR
1437 WOODLYNNE BLVD
LINWOOD NJ 08221

PETERSON TERRY
2639 PURSLANE DR
FORT MYERS FL 33905

EMBARQ FLORIDA INC
PROPERTY TAX DEPT
1025 ELDORADO BLVD
BROOMFIELD CO 80021

EMBARQ FLORIDA INC
PROPERTY TAX DEPT
1025 ELDORADO BLVD
BROOMFIELD CO 80021

EMBARQ FLORIDA INC
PROPERTY TAX DEPT
1025 ELDORADO BLVD
BROOMFIELD CO 80021

ORVIS ROBERT M & MARY H
116 EUCALYPTUS CT
FORT MYERS BEACH FL 33931

EVANSON D M & SUE A
15830 LAKE CANDLEWOOD DR
FORT MYERS FL 33908

COLOME REAL ESTATE LLC
3176 S CATHAY CIR
AURORA CO 80013

HOURIGAN MARK J & ALISON H
3311 ESTERO BLVD
FORT MYERS BEACH FL 33931

PERSAUD PROPERTIES FL INVESTME
361 SEMINOLE WAY
FORT MYERS BEACH FL 33931

SHELL MOUND PARK OWNERS ASSN
SHELL MOUND BLVD
FORT MYERS BEACH FL 33931

CHAPPELL GARY L +
17226 WRIGLEY CIR
FORT MYERS FL 33908

COOKE FRANCES J TR
226 DONORA BLVD
FORT MYERS BEACH FL 33931

JASIONOWSKI GAIL M TR
220 DONORA BLVD
FORT MYERS BEACH FL 33931

MYERS FRANCES P TR
15861 PRENTISS POINTE #101
FORT MYERS FL 33908

HENRIKSON CLINTON & TARA L
1090 NINE ROCK RD
SHERMAN IL 62684

DJ AREND FARMS INC
15759 ROAD 138
PAULDING OH 45879

VELDEN BROCK VANDER +
6081 TUSCOBIA TRAIL
MCFARLAND WI 53558

ARASIMOWICZ EDWARD A + DEBRA M
3041 SHELL MOUND BLVD
FORT MYERS BEACH FL 33931

ROJASFANK CORP
3235 NW 37TH ST
MIAMI FL 33142

KROGMANN ALAN J +
1016 ROSEWOOD DR
MANCHESTER IA 52057

PERRINO NICHOLAS J
5106 FAIRVIEW CT
AVON IN 46123

PERRY ROBERT J
366 ANDREW CRES
PO BOX 1105
BELLE RIVER ON N0R 1A0
CANADA

BUCK HERBERT J & CONSTANCE
5405 JAEGER RD
NAPLES FL 34109

RATCLIFF ROBERT D &
121 VOORHIS ST
FORT MYERS BEACH FL 33931

STAROWICZ DANIEL
117 VOORHIS ST
FORT MYERS BEACH FL 33931

VANCE HERBER G & NORMA L TR
ANGELA RUSSELL
5961 MINK ST
MOUNT VERNON OH 43050

RUSSELL EDGAR E & ANGELA TR
386 VALDEZ AVE
GOLETA CA 93117

MITCHELL MICHAEL &
2706 NW 41ST PL
CAPE CORAL FL 33993

DAGNESE MICHAEL P
3046 SHELL MOUND BLVD
FORT MYERS BEACH FL 33931

FORT MYERS BEACH ART ASSN INC
PO BOX 2359
FORT MYERS BEACH FL 33932

FORT MYERS BEACH FIRE CONTROL
PO BOX 2880
FORT MYERS BEACH FL 33932

GULF WESTWIND CONDO
13611 MCGREGOR BLVD STE 6
FORT MYERS FL 33919

SUSAN A KOZIOL TRUST +
3104 ESTERO BLVD
FORT MYERS BEACH FL 33931

PERSAUD PROPERTIES FL INVESTME
361 SEMINOLE WAY
FORT MYERS BEACH FL 33931

PERSAUD PROPERTIES FL INVESTME
361 SEMINOLE WAY
FORT MYERS BEACH FL 33931

JELSMA EVERT J + SUSANNE H TR
1037 BARRINGTON NW
GRAND RAPIDS MI 49534

TUTTLE MARY E TR
958 KENSINGTON NW
GRAND RAPIDS MI 49534

CARPENTER WILLIAM &
14617 15TH AVE
FLUSHING NY 11357

DIMARZO DOMINICK TR
7786 MARIE DR # 74
SHELBY TOWNSHIP MI 48316

DAVIDSON KIM M TR
16 PLANTATION ROAD
LACONIA NH 03246

SMITS RONALD L + RACHEL A
3777 MIGHTY OAK TRL
GREEN BAY WI 54313

COLE LISA D TR
3045 ESTERO BLVD #2C
FORT MYERS BEACH FL 33931

SMITS RONALD L & RACHEL A
1000 MAIN ST
GREEN BAY WI 54301

JACKSON FRANK A &
1031 NATIONAL RD
WHEELING WV 26003

GILLESPIE JAMES R
1060 SIR FRANCIS CT
GALLATIN TN 37066

JACKSON FRANK A &
1031 NATIONAL RD
WHEELING WV 26003

ALBINO GLORIA M TR
3045 ESTERO BLVD #3D
FORT MYERS BEACH FL 33931

MCINTOSH PATRICIA T
3045 ESTERO BLVD #4A
FORT MYERS BEACH FL 33931

PAOLONI ROBERT J
7472 FERGUSON RD
KENT OH 44240

FLAHERTY TRUST
52 GREENBRIAR DR
BERKELEY HEIGHTS NJ 07922

WOLLESEN TIMOTHY H TR
15560 S KEELER ST
OLATHE KS 66062

SHOFF SUSAN TR
3045 ESTERO BLVD UNIT 5C
FORT MYERS BEACH FL 33931

TARULLI SYBIL
1745 WASHINGTON VALLEY RD
MARTINSVILLE NJ 08836

SHOFF SUSAN TR
3045 ESTERO BLVD #5C
FORT MYERS BEACH FL 33931

FLORENCE ROBERT W & KAREN L
3045 ESTERO BLVD #5D
FORT MYERS BEACH FL 33931

BARTLETT ECHO L
6495 FAIRWAY BLVD S
SAINT PETERSBURG FL 33707

DAZET ELLEN C +
84 FOUL RIFT RD
BELVIDERE NJ 07823

RATH CHARLES J + LINDA M
1013 STRRUP LN
LEMONT IL 60439

KUBIK KENNETH & VIRGINIA
489 MILLBROOK AV
RANDOLPH NJ 07869

DKA LLC
3428 JOHNSON RD
MARNE MI 49435

CORDES RONALD C TR
7305 BAUMHOFF AVE NW
GRAND RAPIDS MI 49544

HENRY RICHARD MOTUELLE TRUST +
2210 N EAST SHAFER DR
MONTICELLO IN 47960

DAVIS PAUL M & MARY E TR
15290 BALLAST POINT DR #5121
FORT MYERS FL 33908

C + T MANAGEMENT LLC
2216 KINNROW AV NW
GRAND RAPIDS MI 49534

CLARK SARAH
260 MCGINLEY RD
CHICORA PA 16025

GARLAND JONATHAN B &
30 KENDAL AVE
TORONTO ON M5R 1L7
CANADA

PFAFF JANET P TR
275 SAXONY DR
CRESTVIEW HILLS KY 41017

DRAKE OWNERS INC
PO BOX 2652
FORT MYERS BEACH FL 33932

MOTUELLE HENRY R TR
2210 N EAST SHAFER DR
MONTICELLO IN 47960

KELLEY JASON
11881 OAKLAND DR
BOKEELIA FL 33922

RIDDLE DANIL K & JANE N
112 N HARBOR DR
GRAND HAVEN MI 49417

GREENVILLE WAREHOUSING LLC
5917 US RT 36
GREENVILLE OH 45331

MELISSA MARIE LUNGARETTI TRUST
3104 ESTERO BLVD
FORT MYERS BEACH FL 33931



Town of Fort Myers Beach
Community Development Services - Planning Division
2525 Estero Blvd,
Fort Myers Beach, FL 33931

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Notice is hereby given that the Local Planning Agency/ Town Council of the Town of Fort Myers Beach will hold a public hearing which will take place at Bay Oaks, 2731 Oak St (tentative location), Fort Myers Beach, Florida, 33931. Please be sure to visit our website at WWW.FMBGOV.COM to check for any updates or changes regarding the upcoming meeting.

TIME: 9 AM

DATE: LPA February 27, 2024, 1st Town Council March 18, 2024, 2nd Town Council April 1, 2024

CASE: DCI20230194

ADDRESS: 3051 Estero Blvd

APPLICANT: The Neighborhood Company

REQUEST: Request to rezone Commercial Boulevard to Commercial Planned Development for redevelopment of a convenience store.

TOWN CONTACT: SARAH PROPST SARAH.PROPST@FMBGOV.COM

You may appear in person, through counsel, or through an authorized agent and provide testimony, legal argument, or other evidence. At this hearing, the **Local Planning Agency/ Town Council** will review the application materials and hear testimony to make a **recommendation/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.



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Community Development Services - Planning Division
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Town of Fort Myers Beach
2525 Estero Blvd,
Fort Myers Beach, FL 33931

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

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

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

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

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance 24-05 AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING FOR THE PROPERTY LOCATED AT 3051 ESTERO BLVD. GENERALLY IDENTIFIED AS STRAP NUMBERS 29-46-24-W1-0120C.0100 FORT MYERS BEACH; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance amends the existing zoning on 3051 Estero Blvd (STRAP NUMBERS 29-46-24-W1-0120C.0100) to allow the redevelopment of a convenience store with gas pumps.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, including the following, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are unlikely to be direct compliance costs associated with Ordinance 24-05

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Only one business, the one that applied for the rezoning.

4. Additional information the governing body deems useful (if any):

N/A

1. **Request:**

Meeting Date: April 1, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20230302, REQUESTING CONSUMPTION ON PREMISES FOR A RESTAURANT WITH A BAR/ COCKTAIL LOUNGE THAT IS VISIBLE FROM THE EXTERIOR OF THE RESTAURANT PER SEC. 34-1264(B)(2)A.3., FOR THE PROPERTY LOCATED AT 450 HARBOR COURT; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Special Exceptions are reviewed and decided by the Town Council

What the action accomplishes:

Approval of the special exception will allow consumption on premises for a bar that is visible from the exterior of a restaurant.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

resolution

4. **Submitter of Information:**

5. **Background:**

The applicant for Rude Shrimp at 450 Harbor Court is requesting a Special Exception to allow on-premise consumption of alcohol at a restaurant with a bar that is visible from the exterior of the restaurant. Restaurants are allowed to serve alcohol without a special exception unless they fail to meet several requirements. One of those requirements is Section 34-1264(b)(2)a.3. which states that there must be no bar visible from the exterior of the restaurant. The Rude Shrimp has a bar in a trailer, which is visible from the exterior of the restaurant.

Attachments:

1. Res 24-56 SEZ20230302 450 Harbor Ct TC
2. Staff Report
3. Exhibit A - Aerial Layout
4. Exhibit B - Complete Application
5. Exhibit C - LPA AND TC postcard

Financial Impact:

unknown

6. **Alternative Action**

approve with conditions

7. **Management Recommendations:**

denial

8. **Recommended Approval:**

Sarah Propst, Planning & Zoning
Frankie Kropacek, Operations & Compliance Director

Created/Initiated - 3/25/2024
Approved - 3/25/2024

nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Approved - 3/27/2024
Approved - 3/27/2024
Final Approval - 3/27/2024

RESOLUTION NUMBER 24-56

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20230302, REQUESTING CONSUMPTION ON PREMISES FOR A RESTAURANT WITH A BAR/ COCKTAIL LOUNGE THAT IS VISIBLE FROM THE EXTERIOR OF THE RESTAURANT PER SEC. 34-1264(B)(2)A.3. AND HAS OUTDOOR SEATING, FOR THE PROPERTY LOCATED AT 450 HARBOR COURT; 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, Freeland FL Holdings LLC, owners of the property situated at 450 Harbor Court, is requesting a special exception which requires Requesting a Special Exception for Consumption on Premises for a restaurant with a bar/ cocktail lounge that is visible from the exterior of the restaurant per Sec. 34-1264(b)(2)a.3. and for live and amplified music and outdoor seating; and

WHEREAS, the STRAP number for the subject property is 24-46-23-W3-00027.0000; and

WHEREAS, the Property is located in the "Marina" category of the Future Land Use Map of the Comprehensive Plan and the "Commercial Marina" zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on March 12, 2024, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons. The LPA found that the request is consistent with the comprehensive plan and the requirements of the LDC and voted to recommend approval of the special exception with conditions; and

WHEREAS, on April 1, 2024, the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons; and

WHEREAS, the Town Council determined it is in the best interest of the Town to approve/ approve with conditions/ deny the request.

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

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

Section 2. The Town Council determines the Applicant did/ did not meet its burden of proof that the requested special exception does/ does not meet the requirements of the Town Comprehensive Plan and LDC and approving/ approving with conditions/ denying the special exception is in the best interest of the Town. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, interested parties and public, the Town Council APPROVES/ APPROVES WITH CONDITIONS/ DENIES a request for special exception for consumption on premises for a restaurant with a bar/ cocktail lounge that is visible from the exterior of the restaurant per Sec. 34-1264(b)(2)a.3. and for live and amplified music and outdoor seating.

Section 3. In approving/ approving with conditions/ denying the special exception, the Town Council makes the following findings and conclusions in accordance with the requirements of Section 34-88 and Section 34-1264 of the LDC:

Section 34-88 Criteria

- A. Changed or changing conditions which make approval of the request appropriate.
- B. The request is consistent with the goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan.
- C. The request meets all performance and locational standards for the proposed use.
- D. The request will protect, conserve, or preserve environmentally critical areas and natural resources.
- E. The request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.
- F. The requested use will be in compliance with the applicable general zoning provisions and supplemental regulations set forth in Chapter 34 of the Land Development Code; and

Section 34-1264 Criteria

- A. There will be no apparent deleterious effect upon surrounding properties and the immediate neighborhood as represented by property owners within 500 feet of the premises.
- B. The premises are suitable in regard to their location, site characteristics, and intended purpose. Lighting must be shuttered and shielded from surrounding properties.

Section 4. If the Town Council approves the requested special exception, the following conditions of approval are imposed on the Applicant and the Property:

- A. Approval of this special exception does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
- B. Lighting must be downward directed, shielded and may not create glare off of property.
- C. The special exception to allow an outdoor bar shall be reviewed for continuing appropriateness every 6 months from the date of this resolution or until construction of a new building has begun, whichever happens first. The special exception shall expire if the applicant fails to coordinate with staff and attend the semi-annual public hearing review.
- D. Live music is allowed on 450 Harbor Court but drums are not allowed as part of the entertainment.
- E. Amplified music is allowed on 450 Harbor Court until 6:30pm Sunday through Thursday, after which amplified music may not be louder than 65-decibels as long as the other conditions of approval are upheld.
- F. Amplified music is allowed on 450 Harbor Court on Friday and Saturday and will be controlled by the Town's noise ordinance (LDC sec. 14-23; Table-1), as long as the other conditions of approval are upheld.
- G. The variance shall only apply to the lot as shown on the provided site plan.
- H. A hurricane evacuation and container removal plan shall be created and submitted to the Town. This plan should be implemented in the case of an evacuation order.
- I. Speakers shall be positioned to direct music away from residential neighborhoods.

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, Council Member _____
Scott Safford, Council Member _____
Karen Woodson, Council Member _____

ADOPTED this ____ day of April 2024 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, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of March 2024.



Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: Special Exception

CASE NUMBER: SEZ—Special Exception, 20230302

CASE NAME: 450 Harbor Court, Consumption on Premises for a restaurant with a bar/ cocktail lounge that is visible from the exterior of the restaurant per Sec. 34-1264(b)(2)a.3.

TOWN COUNCIL HEARING DATE: April 1, 2024 at 9:00 AM

LPA HEARING DATE: March 12, 2024 at 9:00 AM

STAFF RECOMMENDATION: Denial

PREPARED/ SUBMITTED BY: Sarah Propst, AICP, PMP

I. APPLICATION SUMMARY

Applicant/Owner: Lisa Lahners/Freeland FL Holdings LLC

Request: Requesting a Special Exception for Consumption on Premises for a restaurant with a bar/ cocktail lounge that is visible from the exterior of the restaurant per Sec. 34-1264(b)(2)a.3. and for live and amplified music.

Subject property: See attached drawing

Physical Address: 450 Harbor Court

STRAP #: 24-46-23-W3-00027.0000

FLU: Marina

Zoning: Commercial Marina (CM)

Adjacent zoning and land uses:

North:	Water/Matanzas Pass
South:	Residential Conservation (RC) Mixed Residential
East:	Downtown (D) Pedestrian Commercial
West:	Canal then Residential Single-Family Low Density

II. BACKGROUND AND ANALYSIS

Background:

Lisa Lahners, applicant for Rude Shrimp at 450 Harbor Court is requesting a Special Exception to allow on-premise consumption of alcohol at a restaurant with a bar that is visible from the exterior of the restaurant. Restaurants are allowed to serve alcohol without a special exception unless they fail to meet several requirements, one of those requirements is Section 34-1264(b)(2)a.3. which states that there must be no bar visible from the exterior of the restaurant. The Rude Shrimp has a bar in a trailer, which is visible from the exterior of the restaurant.

The CM zoning district allows “marina accessory uses” as an accessory use to a marina. The code defines ***Marina accessory uses*** as *uses normally ancillary and subordinate to a marina, including but not limited to: boat dealers; sale of marine fuel and lubricants, marine supplies, boat motors, and boat parts; restaurant or refreshment facility, boat rental, minor boat rigging, boat repair and service, and motor repair. However, no dredge, barge, or other work dockage or service is permitted and no boat construction or reconstruction is permitted.*

The drawing provided by the applicant (Exhibit A) shows the proposed site layout for The Rude Shrimp trailers. From right to left of the drawing (east to west) a smaller, square shipping container (used for merchandise), the black rectangle is the bar shipping container, the red rectangle is the indoor seating shipping container, the next square is the dry storage shipping container, the next square is the current mobile food truck, and the last square will be a new, 2nd food truck. Of important note, this is not the current location of the trailer units. The Coast Guard is currently in that location on the property.

Analysis:

After Hurricane Ian, The Rude Shrimp moved from a Downtown zoned property to the Commercial Marina zoned property known as Moss Marina. The application for a temporary restaurant with storage and merchandising. The temporary permit was approved June 8, 2023 and is valid until September of 2025.

On June 26th, 2023 the Town was notified of a complaint from a neighbor regarding loud music and bright lights from the site. This was a code issue, which planning staff did not get involved with. In November it was brought to planning staff's attention that there was an exterior bar on this site. At this point planning staff notified management of the need for a special exception to allow this use to continue.

Neighborhood Compatibility:

The abutting neighborhood, on Third Street, Bonita Street and Harbor Court is zoned Residential Conservation. This neighborhood has several homes that are duplexes and the homes may be rented weekly. Many homes were damaged in that neighborhood, staff cannot speak to whether most of the remaining homes are habitable.

The neighborhood across the canal from 450 Harbor Court is zoned Residential Single-Family. This neighborhood has primarily single-family residences and is allowed monthly rentals.

Staff has received complaints regarding noise and music, however, could find no code compliance cases associated with this establishment.

Findings and Conclusions:

LDC Sec. 34-88 sets forth the required findings and conclusions for the approval of a special exception:

a. Whether there exist changed or changing condition which make approval of the request appropriate

Much of the island experienced a high level of damage from Hurricane Ian. This destroyed both homes and businesses. The Rude Shrimp, in response to the loss, has moved and expanded to the site of Moss Marina. Many nearby residential sites are undergoing complete reconstruction or remediation and are intended to remain as residential neighborhoods.

b. Whether the request is consistent with the goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan.

Due to the nature of the zoning on this site and the adjacent neighborhoods' zoning, approval of a special exception for a bar with live music may not be appropriate without safeguards to ensure that nuisances associated with these uses do not impact the nearby residents.

The use is consistent with some of the comp plan goals, objectives, and policies and less in compliance with others. The Comprehensive Plan describes this neighborhood as “The BOWDITCH/NORTH END retains its residential and resort identity. Its motel rooms, older cottages, and highrises all benefit from their proximity to Bowditch Point and the downtown core area yet are comfortably removed from seasonal traffic congestion and outdoor entertainment activities that many residents find intrusive.”

POLICY 4-C-3 COMMERCIAL LOCATIONS: When evaluating proposals for new or expanded commercial uses in categories where they are permitted, the following principles shall apply: vi. The neighborhood context of proposed commercial uses is of paramount importance. The sensitivity of a proposed commercial activity to nearby residential areas can be affected by:

- a. the type of commercial activities (such as traffic to be generated, hours of operation, and noise);
- b. its physical scale (such as the height, and bulk of proposed buildings); and
- c. the orientation of buildings and parking). Commercial activities that will intrude into residential neighborhoods because of their type, scale, or orientation shall not be approved.

POLICY 4-B-7 “MARINA”: designed for prime sites that can provide access to the valuable waters around Fort Myers Beach. This category provides services for recreational boating, including related accessory uses provided that don’t displace recreational marina services. Cruise ships and similar uses that draw large amounts of vehicular traffic are not permitted in this category. Specific regulations will be placed in the Land Development Code.

POLICY 4-B-4 “MIXED RESIDENTIAL”: designed for older subdivisions with mixed housing types on smaller lots, newer high-rise buildings, and mobile home and RV parks. This category will ensure that Fort Myers Beach retains a variety of neighborhoods and housing types. For new development, the maximum density is 6 dwelling units per acre (except where the Future Land Use Map’s “platted overlay” indicates a maximum density of 10 units per acre for legally existing dwelling units). Commercial activities are limited to lower-impact uses such as offices, motels, churches, and public uses, and must be sensitive to nearby residential uses, complement any adjoining commercial uses, contribute to the public realm as described in this comprehensive plan, and meet the design concepts of this plan and the Land Development Code. These qualities and overall consistency with this comprehensive plan shall be evaluated by the town through the planned development rezoning process. Non-residential uses (including motels and churches) now comprise 7.9% of the land in this category, and this percentage shall not exceed 12%.

POLICY 4-B-3 “LOW DENSITY”: designed for existing subdivisions with an established low-density character (primarily single-family homes). For new

development, the maximum density is 4 dwelling units per acre, and commercial activities are limited to home occupations as described in the Land Development Code (limited to incidental uses by the dwelling unit's occupant that do not attract customers or generate additional traffic).

c. Whether the request meets or exceeds all performance and locational standards for the proposed use

The request will be required to comply with local, state, and federal air, noise and water pollution standards. It will not adversely affect water quality. Because complaints have been received for this use at this location, staff cannot ensure that it will not create a nuisance to adjacent properties.

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

The request will have no impact on protection, conservation, or preservation of environmentally critical areas and natural resources

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

The use is unlikely to cause damage or hazard to adjacent persons or property. It is unknown whether it will cause nuisance or detriment to adjacent persons or property.

f. Whether a requested use will be in compliance with the applicable general zoning provisions and supplemental regulations set forth in Chapter 34 of the Town's Land Development Code.

The request may not be in compliance with the setbacks, based on the location provided to staff in the application packet. However, no setbacks are shown on the document. The setback distance should be equal to the width of the units.

III. RECOMMENDATION

Staff finds that the request for a bar/ cocktail lounge Special Exception does not meet the criteria set forth in Section 34-88 of the LDC.

Therefore, staff recommends that the LPA recommend **DENIAL** of SEZ-20230202. If the LPA chooses to recommend approval to allow consumption on premises for a restaurant with a bar/ cocktail lounge that is visible from the exterior of the restaurant per Sec. 34-1264(b)(2)a.3. the following conditions are recommended.

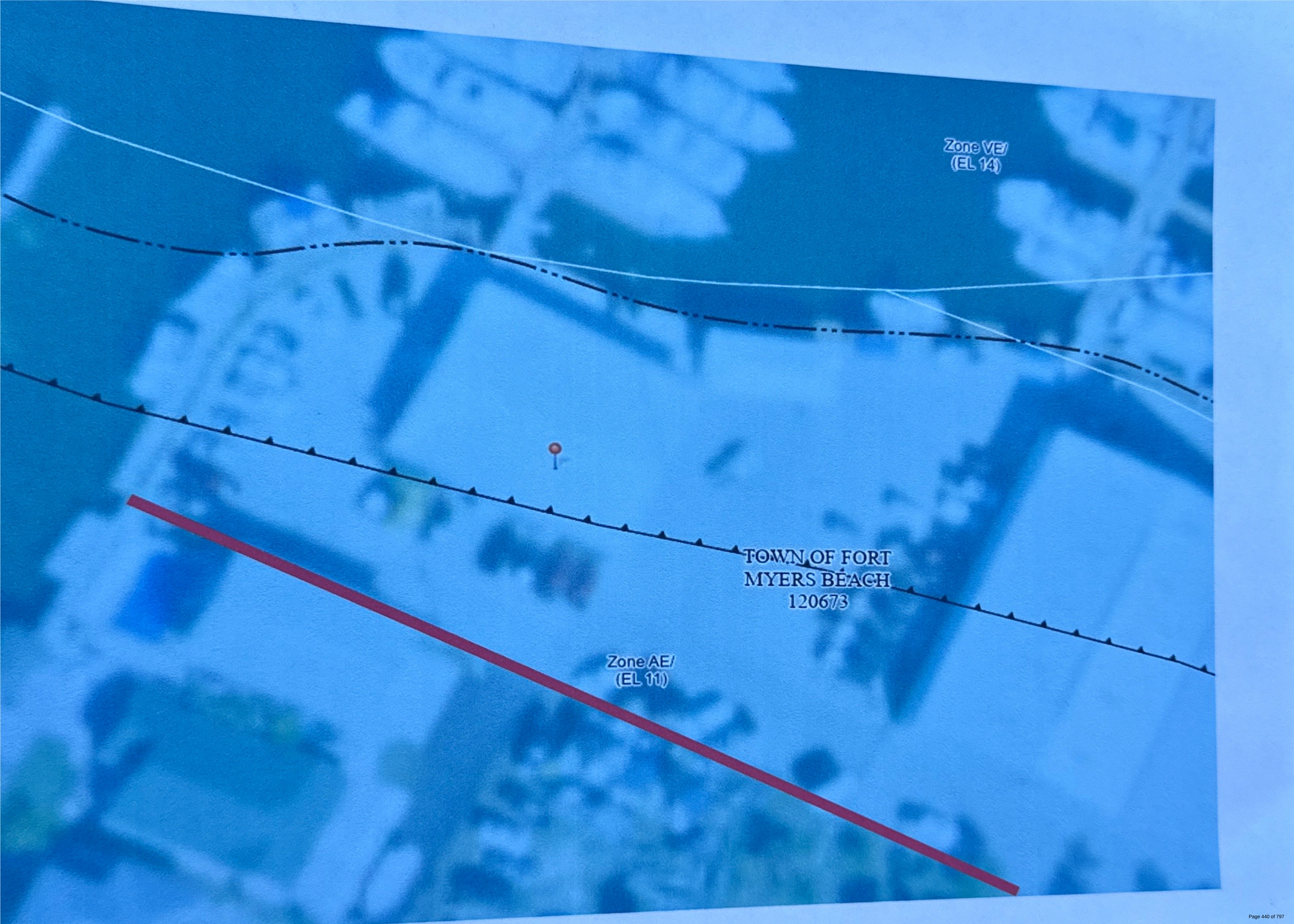
At the March 12, 2024 LPA hearing the LPA recommended unanimous approval of this request with the addition of two conditions and one modification. Changes and additions are included below in strike through underline format for clarity.

IV. CONDITIONS OF APPROVAL

- 1) Approval of this special exception does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
- 2) Lighting must be downward directed, shielded and may not create glare off of property.
- 3) The special exception to allow an outdoor bar shall be reviewed for continuing appropriateness temporary, for a period of every 6 months from the date of this resolution or until construction of a new building has begun, whichever happens first. The special exception shall expire if the applicant fails to coordinate with staff and attend the semi-annual public hearing review.
- 4) Live music is allowed on 450 Harbor Court but drums are not allowed as part of the entertainment.
- 5) Amplified music is allowed on 450 Harbor Court until 6:30pm Sunday through Thursday, after which amplified music may not be louder than 65-decibels as long as the other conditions of approval are upheld.
- 6) Amplified music is allowed on 450 Harbor Court on Friday and Saturday and will be controlled by the Town's noise ordinance (LDC sec. 14-23; Table-1), as long as the other conditions of approval are upheld.
- 7) The variance shall only apply to the lot as shown on the provided site plan.
- 8) A hurricane evacuation and container removal plan shall be created and submitted to the Town. This plan should be implemented in the case of an evacuation order.
- 9) Speakers shall be positioned to direct music away from residential neighborhoods.

Staff Report Exhibits:

- A – Aerial with trailer locations
- B – Complete application
- C – Postcards to adjacent properties
- D – Letters from adjacent property owners



Zone VE/
(EL 14)

TOWN OF FORT
MYERS BEACH
120673

Zone AE/
(EL 11)



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Site Address: 450 HARBOR CT, FORT MYERS BEACH, FL 33931
STRAP Number: 244623W3000260000
Applicant: LISA LAHNERS Phone: 239-396-0246
Contact Name: LISA LAHNERS Phone: _____
Email: therudeshrimpc@gmail.com Fax: _____
Current Zoning District: Commercial Marina
Future Land Use Map (FLUM) Category: Marina
FLUM Density Range: _____ Platted Overlay: ☐ YES ☒ NO

ACTION REQUESTED

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

SUPPLEMENTAL FORM REQUIRED

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

PART I – General Information

A. Applicant*: LISA LAHNERS Phone: 239-396-0246
**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: _____
Email: therudeshrimpc@gmail.com Fax: _____
Contact Name: LISA LAHNERS Phone: 239-396-0246



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

B. Relationship of Applicant to subject property:

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

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

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

Name: _____ Phone: _____
Address: _____
Email: _____ Fax: _____

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

Name: _____ Phone: _____
Address: _____
Email: _____ Fax: _____

Name: _____ Phone: _____
Address: _____
Email: _____ Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

☐ Appeal of Administrative Action

☐ Vacation

☐ Right-of-Way

☐ Easement

☐ Other. Please Explain: _____

PART III – Waivers

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

Code Section: _____ Description: _____

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV – Property Ownership (Single Owner)

☐ Single Owner (individual or husband and wife)

Name: Ben Freeland Phone: 615-696-4100

Mailing Address: P.O. Box 656 Antioch, TN, 37011

Email: thomas.freeland@freelandmanagement.com Fax: _____

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, Ben Freeland 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;



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

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

Signature

Ben Freeland

Printed Name

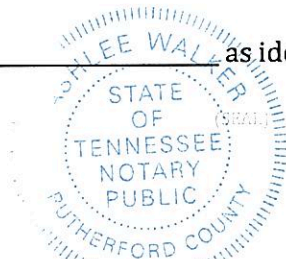
STATE OF TN COUNTY OF Davidson

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

presence OR _____ online notarization, this 5 day of January, 2024, by

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

_____, _____ as identification.



Notary Public Signature

PART V

Property Ownership (Multiple Owners)

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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address

Percentage Ownership



COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

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

Name, Address and Office

Percentage of Stock

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

Name and Address

Percentage of Interest

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

Name and Address

Percentage of Ownership

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

Name, Address and Office

Percentage of Stock



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Date of Contract: _____

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

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

_____	_____
Signature	Printed Name

AFFIDAVIT

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

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

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



COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

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

Signature

Title

Typed or Printed Name

Date

STATE OF _____ COUNTY OF _____

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

Seal

Notary Public Signature

PART VI- Property Information

A. Legal Description:

STRAP: 244623W3000260000

Property Address: 450 HARBOR CT FORT MYERS BEACH, 33931

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

☐ Yes. Property identified in subdivision: _____

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

B. Boundary Survey:

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

C. Property Dimensions:

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

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

Frontage on street: _____ feet. Frontage on waterbody: _____ feet

Total land area: _____ ☐ acres ☐ square feet

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

☐ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

☐ A list of deed restrictions and/or covenants affecting the subject property is attached as Exhibit 6-4.

☐ A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit 6-5.

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

☐ Attach a list of surrounding property owners within 500 feet as Exhibit 6-6.

☐ Attach a map showing the surrounding property owners as Exhibit 6-7.

☐ Provide Staff with two (2) sets of surrounding property owner mailing labels.

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

☐ Low Density

☐ Mixed Residential

☐ Boulevard

☐ Pedestrian Commercial

☒ Marina

☐ Recreation

☐ Wetlands

☐ Platted Overlay



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

EXPLANATORY NOTES

Please do not print, copy and submit these instructions

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

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

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

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

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

Explanatory Notes – Part I

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

Explanatory Notes – Part II

Indicate the requested action.

Explanatory Notes – Part III

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

Explanatory Notes – Part IV

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Explanatory Notes – Part V

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

Explanatory Notes – Part VI

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

- line. Exhibit 6-2
- C. Provide the property dimensions or the approximate dimensions if the property is not a regular quadrilateral.
 - D. Describe how to get to the property starting from either the Sky Bridge or the Big Carlos Pass Bridge (specify which). Exhibit 6-3
 - E. If there are any deed restrictions or covenants that might affect the requested action, provide the information. Exhibit 6-4
 - F. A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit 6-5
 - G. Attach a list of the surrounding property owners within 500 feet of the perimeter of the area of the request. Also include two sets of mailing labels providing the names and addresses of the owners on this list, and a map showing the parcel boundaries within the 500-foot radius Exhibit 6-6. This information can be acquired for a small fee by requesting a “variance report” from the Map Sales Office at the Lee County Property Appraiser’s Office. Contact information for the Property Appraiser can be found at <http://www.leepa.org>.
 - H. Indicate the Future Land Use Map category or categories of the property as shown on the Fort Myers Beach Comprehensive Plan’s Future Land Use Map, and whether the property is located in the “platted overlay” on the map.
 - I. Indicate the current zoning of the property. In most cases the current zoning is shown on the official zoning map of the Town of Fort Myers Beach, as adopted by ordinance. If zoning actions affecting the subject property have been taken since March 2004, call Town Hall to verify the current zoning.

Explanatory Notes – Part IV & V

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



Case# _____

Date Received: _____

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-A

Additional Required Information for a Special Exception Application

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

Project Name: RUDE SHRIMP
Authorized Applicant: LISA LAHNERS
LEOPA STRAP Number(s): 244623W3000260000

Current Property Status:
Current Zoning: CM
Future Land Use Map (FLUM) Category: COMMERCIAL MARINA
Platted Overlay? ☐ yes ☐ no FLUM Density Range:

Requested Action:

☐	Use of premises in the EC (Environmentally Critical) zoning district for:
☒	Use of premises in the COMMERCIAL MARINA zoning district for:



Case# _____

Date Received: _____

PART I
Narrative Statements

A. Request for: (indicate the proposed use that requires a special exception)

Special exception for COP.

We are requesting a special exception approval to have live music at our business. Music will be daily during season, with a mixture of acoustic and amplified music, played by single and duo musicians. Live music ends by 8PM and we will continue to adhere to the rules and code regarding decibels and times allowed. If we host any events where music will be played later than 8PM, and/or book a larger music group, we will apply for a special event permit.

B. Reasons for request: (state how the property qualifies for a special exception and what impact granting the request could have on surrounding properties. Direct these statements toward the guidelines in LDC Section 34-88)

The property qualifies for a Special Exception because:

Sec. 34-1264. - Sale or service for on-premises consumption.

Restaurants, provided the standards set forth in subsections (b)(2)a. and (b)(3) of this section are met

(2) Exceptions to location standards. Exceptions to location standards are as follows:

a. Restaurants, provided:

3. Only a service bar is used and the sale or service of alcoholic beverages is only to patrons ordering meals, or, if the restaurant contains a cocktail lounge for patrons waiting to be seated at dining tables,

the lounge shall be located so that there is no indication from the outside of the structure

that the cocktail lounge is within the building;

Granting the requested Special Exception could impact surrounding properties as follows:

Granting the special exception will not impact surrounding properties. Moss Marina (450 Harbor CT) is properly zoned per code (see section 34-2) to allow a restaurant and bar to operate on the property. We are providing an establishment for both locals and tourists to enjoy, as well as providing employment to 15-20 individuals.

PART 2

Submittal Requirements

All applications for a special exception must submit fourteen (14) copies of this application form and all applicable exhibits.

Required Items

- Public Hearing Request Form
- Supplemental form PH-A
- Site Plan (to scale) including the current use of all existing structures on the site, and those on adjacent properties within 100 feet of the perimeter; all proposed structures and uses for the site; and any proposed fencing and screening.
- Fee in the amount of \$3800.00/\$3300.00 for an amendment

For New Communication Towers:

- a. Lee County Application for Communication Tower
- b. Shared-Use Plan Agreement



Town of Fort Myers Beach
Community Development Services - Planning Division
2525 Estero Blvd,
Fort Myers Beach, FL 33931

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Notice is hereby given that the Local Planning Agency/ Town Council of the Town of Fort Myers Beach will be conducting a public hearing at the Town Hall Council Chambers located at 2731 Oak St, Fort Myers Beach, Florida, 33931.

TIME: 9 AM

DATE: LPA March 12, 2024, and Town Council April 1, 2024

CASE: SEZ20230302

ADDRESS: 450 Harbor Ct

APPLICANT: Lisa Lahners

REQUEST: The applicant is requesting a Special Exception for Consumption on Premises for a restaurant with a bar/ cocktail lounge that is visible from the exterior of the restaurant per Sec. 34-1264(b)(2) a.3. and for live and amplified music

TOWN CONTACT: SARAH PROPST SARAH.PROPST@FMBGOV.COM

You may appear in person, through counsel, or through an authorized agent and provide testimony, legal argument, or other evidence. At this hearing, the **Local Planning Agency/ Town Council** will review the application materials and hear testimony to make a **recommendation/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
2525 Estero Blvd,
Fort Myers Beach, FL 33931

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TIME: 9 AM

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CASE: SEZ20230302

ADDRESS: 450 Harbor Ct

APPLICANT: Lisa Lahners

REQUEST: The applicant is requesting a Special Exception for Consumption on Premises for a restaurant with a bar/ cocktail lounge that is visible from the exterior of the restaurant per Sec. 34-1264(b)(2) a.3. and for live and amplified music

TOWN CONTACT: SARAH PROPST SARAH.PROPST@FMBGOV.COM

You may appear in person, through counsel, or through an authorized agent and provide testimony, legal argument, or other evidence. At this hearing, the **Local Planning Agency/ Town Council** will review the application materials and hear testimony to make a **recommendation/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
2525 Estero Blvd,
Fort Myers Beach, FL 33931

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Notice is hereby given that the Local Planning Agency/ Town Council of the Town of Fort Myers Beach will be conducting a public hearing at the Town Hall Council Chambers located at 2731 Oak St, Fort Myers Beach, Florida, 33931.

TIME: 9 AM

DATE: LPA March 12, 2024, and Town Council April 1, 2024

CASE: SEZ20230302

ADDRESS: 450 Harbor Ct

APPLICANT: Lisa Lahners

REQUEST: The applicant is requesting a Special Exception for Consumption on Premises for a restaurant with a bar/ cocktail lounge that is visible from the exterior of the restaurant per Sec. 34-1264(b)(2) a.3. and for live and amplified music

TOWN CONTACT: SARAH PROPST SARAH.PROPST@FMBGOV.COM

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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. **Request:**

Meeting Date: April 1, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20230202, REQUESTING CONSUMPTION ON PREMISES TO ALLOW A BAR/COCKTAIL LOUNGE WITHIN 500 FEET OF A PARK, FOR THE PROPERTY LOCATED AT 1028 FIFTH STREET; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The Town Council hears and decides special exception requests. A COP for a bar within 500 feet of a park, requires a special exception approval.

What the action accomplishes:

The special exception would allow a bar/cocktail lounge use within 500 feet of a park.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

resolution

4. **Submitter of Information:**

5. **Background:**

The applicant(s) for 1028 Fifth St., *Mr. Waves Island Bar*, are requesting a Special Exception to allow on-premise consumption of alcohol at an existing restaurant, utilizing their 4COP Quota license to be classified as a bar/ cocktail lounge. A Special Exception is required to allow a bar within 500 feet of a park.

Attachments:

1. 24-41, SEZ20230202 1028 Fifth St_RESOLUTION
2. Council Staff Report
3. Exhibit A - Aerial View
4. Exhibit B - Applicant Narrative
5. Exhibit C - Application Public Hearing
6. Exhibit C - Supplemental Application
7. Front Elevation
8. LPA AND TC postcard 1028 Fifth St

Financial Impact:

unknown

6. **Alternative Action**

APPROVE WITH CONDITIONS

7. **Management Recommendations:**

recommend approval with conditions.

8. **Recommended Approval:**

Kendra Rosa, Zoning Coordinator/Planner 1
Jason Smalley, Senior Planner

Created/Initiated - 3/27/2024
Approved - 3/27/2024

nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Approved - 3/27/2024
Approved - 3/27/2024
Final Approval - 3/27/2024

RESOLUTION NUMBER 24-41

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20230202, REQUESTING CONSUMPTION ON PREMISES TO ALLOW A BAR/COCKTAIL LOUNGE WITHIN 500 FEET OF A PARK, FOR THE PROPERTY LOCATED AT 1028 FIFTH STREET; 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, BC III Masterpiece LLC, owners of the property situated at 1028 Fifth Street, is requesting a special exception which requires consumption on premises to allow a bar/cocktail lounge within 500 feet of a park; and

WHEREAS, the STRAP number for the subject property is 24-46-23-W3-00208.0080; and

WHEREAS, the Property is located in the "Pedestrian Commercial" category of the Future Land Use Map of the Comprehensive Plan and the "Downtown" zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on February 27, 2024, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons, as required by Section 34-88 of the LDC. The LPA found that the request is/ is not consistent with the comprehensive plan and the requirements of the LDC and voted 7-0 to recommend APPROVAL WITH CONDITIONS of the special exception; and

WHEREAS, on March 18, 2024, the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the applicant requested a continuance until April 1, 2024 which was granted; and

WHEREAS, on April 1, 2024, the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by 34-88 of the LDC; and

WHEREAS, the Town Council determined it is in the best interest of the Town to approve/ approve with conditions/ deny the request.

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

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

Section 2. The Town Council determines the Applicant did/ did not meet its burden of proof that the requested Special Exception does/ does not meet the requirements of the Town Comprehensive Plan and LDC and approving/ approving with conditions/ denying the Special Exception is in the best interest of the Town. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, interested parties and public, the Town Council APPROVES/ APPROVES WITH CONDITIONS/ DENIES a request for a Special Exception described in LDC 34-1264(2) which requires bars and cocktail lounges that cannot meet minimum food sales of 51-percent of total receipts, and within 500-feet of certain uses to obtain approval from Town Council.

Section 3. In approving/ approving with conditions/ denying the Special Exception, the Town Council makes the following findings and conclusions in accordance with the considerations of Section 34-88 of the LDC:

- (1) Whether there exist changed or changing conditions which make approval of the request appropriate.
- (2) The testimony of any applicant.
- (3) The recommendation of staff and of the local planning agency.
- (4) The testimony of the public.
- (5) Whether the request is consistent with the goals, objectives, policies and intent of the Fort Myers Beach Comprehensive Plan.
- (6) Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.
- (7) Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.
- (8) Whether the request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.
- (9) Whether a requested use will be in compliance with applicable general zoning provisions and supplemental regulations pertaining to the use set forth in this chapter.

Section 4. If the Town Council approves the requested Special Exception, the following conditions of approval are imposed on the Applicant and the Property:

- A. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
- B. The restaurant will continue to serve food, even during those times when food-sales receipts may drop below 51% of total receipts.

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, Council Member	_____
Scott Safford, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this ___ day of April 2024 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, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of April 2024.



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

TYPE OF CASE: Special Exception

CASE NUMBER: SEZ—Special Exception, 20230202

CASE NAME: 1028 Fifth St, requesting Consumption on Premises to allow a bar/ cocktail lounge within 500-feet of a park.

COUNCIL HEARING DATE: March 18, 2024 at 9.00 AM

STAFF RECOMMENDATION: Approve With Conditions

PREPARED/ SUBMITTED BY: Jason Smalley – Senior Planner

LPA OUTCOME

Much of the discussion from LPA members regarded whether the restaurant intended to continue serving food, or whether there was the possibility that they could transition into mainly a bar/ cocktail lounge. The applicant asserted they had no plans to become a bar-only and pointed out that they have been receiving a good response to their breakfast/ brunch options to show that they are focused on food service, not just alcohol sales.

The final vote was 7-0 in favor of recommending approval to the Town Council.

I. APPLICATION SUMMARY

Applicant/Owner: Waves Island Bar Limited Partnership/ Keith E. Long

Request: Requesting a Special Exception to have a designation as a bar/ cocktail lounge in addition to their primary use as a restaurant, within 500-feet of a park.

Subject property: See attached Aerial

Physical Address: 1028 Fifth Street

STRAP #: 24-46-23-W3-00208.0080

FLU: Pedestrian Commercial

Zoning: Downtown

Adjacent zoning and land uses:

North: Downtown
Commercial-Retail

South: Downtown
Commercial Retail

East: Commercial Planned Development (CPD)
Commercial Resort

West: Downtown
Commercial-Retail

II. BACKGROUND AND ANALYSIS

Background:

The applicant(s) for 1028 Fifth St., *Mr. Waves Island Bar*, are requesting a Special Exception to allow on-premise consumption of alcohol at an existing restaurant, utilizing their 4COP Quota license to be classified as a bar/ cocktail lounge.

The lot's current use as a restaurant will continue to exist but the applicant(s) are requesting approval for the classification of bar/ cocktail lounge to hedge against non-compliance if the applicant(s) alcohol receipts constitute more than 50% of sales in a given timeframe. The applicant states that the nature of the business will not change, the Special Exception request is simply to avoid a hypothetical situation.

Analysis:

Mr. Waves Island Bar recently opened after Hurricane Ian in an existing location on the edge of the Town's Times Square. Prior to storm the location was being used for retail and personal services like hair braiding and temporary tattoos. Currently the location is within 500-feet of two public parks (Crescent Beach and Lynn Hall Memorial). The proximity to the parks necessitated the Special Exception approval for use as a bar/ cocktail lounge.

While the location of their business is within 500-feet of two parks the business is entirely under the roof and doesn't have outdoor seating which might lead to negative interactions with the wider community and would blunt much of the interior noise generally expected from restaurants or bar/ cocktail lounges.

Requirements for restaurants providing alcohol for consumption on-site include that a minimum number of parking have been met. Lots located on the Town's pedestrian plaza –otherwise known as Times Square—are not required to provide parking since that area is known as a “park once” zone and public parking is available in lots located in the general vicinity of the plaza, and utilizing existing street parking spaces.

Neighborhood Compatibility:

The Town's Times Square and the surrounding area is generally understood to be the commercial hub of the island. Prior to, and after the storm the general area surrounding the site was being used for restaurants, retail and other general commercial activities.

Since the storm a large resort has opened across Estero from the applicant's lot, the beach parks (Crescent Beach Park and Lynn Hall Park) which initiated the need for a Special Exception are still being reconstructed and the general volume of noise and pedestrian traffic has increased as more businesses open and more residents/ visitors return to the area. Any possible negative outcome that might be expected from approval of a bar/ cocktail lounge use would need to be weighed against the increased noise and pedestrian traffic associated with the newly opened resort and the continued use of Times Square for public and commercial uses.

Findings and Conclusions:

LDC Sec. 34-88 sets forth the required findings and conclusions for the approval of a special exception:

a. Whether there exist changed or changing condition which make approval of the request appropriate

The uses and amenities which existed prior to the storm have changed, the two closest parks to the applicants' lot have reduced usage since the storm. With time the numbers will return to previous levels, however.

b. Whether the request is consistent with the goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan.

The request is consistent with goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan and the Future Land Use Map (Pedestrian Commercial).

c. Whether the request meets or exceeds all performance and locational standards for the proposed use

The request meets performance and location standards if approved. Parking requirements have been met.

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

The request will have no impact on protection, conservation, or preservation of environmentally critical areas and natural resources

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

Any possible nuisance, particularly noise nuisances, would need to be weighed against the opening of a new resort within the general area of the applicants' lot and the reduced use of the two closest parks.

f. Whether a requested use will be in compliance with the applicable general zoning provisions and supplemental regulations set forth in Chapter 34 of the Town's Land Development Code.

The request will be in compliance with the applicable zoning provisions and supplemental regulations.

III. RECOMMENDATION

Staff finds that the request for a bar/ cocktail lounge Special Exception meets the criteria set forth in Section 34-88 of the LDC.

Therefore, staff recommends that the LPA recommend **APPROVAL WITH CONDITIONS** for SEZ-20230202, to allow Consumption On Premises as a bar/ cocktail lounge.

IV. CONDITIONS OF APPROVAL

- 1) Approval of this special exception does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.

- 2) The restaurant will continue to serve food, even during those times when food-sales receipts may drop below 51% of total receipts.

Staff Report Exhibits:

A – Aerial

B – Applicant Narrative

C – Complete Application



BC III MASTERPIECE LLC REQUEST FOR SPECIAL EXCEPTION (4COP-SFS)
FORT MYERS BEACH COMMUNITY DEVELOPMENT
1028 FIFTH STREET

NATURE OF REQUEST:

This zoning application for Special Exception is to allow on-premise consumption of alcoholic beverages (Beer Wine & Liquor) at an existing Bar & Eatery concept known as Waves Island Bar located at 1028 FIFTH ST. Applicant seeks this special exception to allow for the implementation of a 4COP QUOTA liquor license issued by Florida DBPR - Division of Alcoholic Beverages & Tobacco under a bar/cocktail lounge classification. Applicant intends to continue existing operation of its establishment as a Bar & Eatery, only now under a 4COP Quota license to provide for legal compliance in the event liquor sales exceed 51%--which is prohibited under the existing 4COP SFS license. Under the current code, the classification of a bar/cocktail lounge requires a special exception application.

Currently the property has a DOWNTOWN zoning designation and is in the Pedestrian Commercial Future Land Use category. The subject area of consumption is located within an existing structure contained under roof and is in compliance with all distance buffer requirements.

Regarding the criteria in LDC 34-88, Applicant contends that the operation of the business described herein is consistent with the goals, objectives and policies of the Plan and its designation in the Pedestrian Commercial Land Use Classification. The Bar & Eatery is situated in a well-known commercial cluster in the Downtown designation of the beach, and is surrounded by many substantially similar uses nearby. The business is locally owned and is widely accepted by the community. The implementation of a 4COP Quota license is in essence a safeguard against the potential of the gross alcohol sales exceeding 50%, which would be a violation of state laws under the current 4COP SFS liquor license. This is therefore administrative in nature and shall in no way adversely affect the current harmonious operation of the nearby businesses or neighbors and will not otherwise disturb the continued enjoyment of surrounding properties.

Applicant further contends that this special exception, if approved, shall have no effects on any environmentally critical and sensitive areas and natural resources, as the structure is already existing and will operate in a substantially similar fashion to nearby establishments.

In closing, the proposed use will operate without detrimental effect to the public interest, health, safety, comfort convenience and welfare of the citizens. The 4COP Quota necessitating the bar/cocktail lounge classification is a benign use that will not adversely affect the public in general nor operate in a manner inconsistent with surrounding uses—one of which is the newly opened Margaritaville Resort which also operates under a 4COP Quota. The proposed use is otherwise consistent with the goals and objectives of the FMB comprehensive plan and LDC.

Regarding parking, the property has been determined to be within the pedestrian plaza parking designation which is entitled to a multiplier of 0 for parking calculations.

TYPE(S) OF STATE ALCOHOLIC BEVERAGE LICENSE TO BE ACQUIRED:

4COP- Quota – Beer/Wine/Liquor offered for sale and consumption.



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Site Address: 1028 FIFTH ST
STRAP Number: 24-46-23-W3-00208.0080
Applicant: WAVES ISLAND BAR, LIMITED PARTNERSHIP Phone: (239) 400-2060
Contact Name: KEITH E LONG Phone: (239) 400-2060
Email: KEITH@LONGLAWFL.COM Fax: _____
Current Zoning District: DOWNTOWN
Future Land Use Map (FLUM) Category: PEDESTRIAN COMMERCIAL
FLUM Density Range: _____ Platted Overlay: ☐ YES ☐ NO

ACTION REQUESTED

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

SUPPLEMENTAL FORM REQUIRED

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

PART I – General Information

A. Applicant*: WAVES ISLAND BAR, LIMITED PARTNERSHIP Phone: (239) 400-2060

**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: 151 MATANZAS ST
Email: KEITH@LONGLAWFL.COM Fax: _____
Contact Name: KEITH LONG Phone: (239) 400-2060



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

B. Relationship of Applicant to subject property:

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

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

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

Name: KEITH LONG / LONG LAW, P.A. Phone: (239) 400-2060
Address: 1306 SE 46TH LN. STE 1 CAPE CORAL, FL 33904
Email: KEITH@LONGLAWFL.COM Fax: _____

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

Name: _____ Phone: _____
Address: _____
Email: _____ Fax: _____

Name: _____ Phone: _____
Address: _____
Email: _____ Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

- ☐ Appeal of Administrative Action
- ☐ Vacation ☐ Right-of-Way ☐ Easement
- ☐ Other. Please Explain: _____
- _____
- _____

PART III – Waivers

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

Code Section: _____ Description: _____

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV – Property Ownership (Single Owner)

☐ Single Owner (individual or husband and wife)

Name: _____ Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, _____ 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;



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

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

Signature

Printed Name

STATE OF _____ COUNTY OF _____

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

presence OR ____ online notarization, this ____ day of _____, 20____, by

_____, ☐ who is personally known to me OR ☐ who has produced

_____ as identification.

(SEAL)

Notary Public Signature

PART V

Property Ownership (Multiple Owners)

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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address

Percentage Ownership



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Name, Address and Office

Percentage of Stock

NINA BIRKHART, 1337 BRADFORD ROAD, FORT MYERS, FL 33901

DANIEL J CLARKSON 1337 BRADFORD ROAD FORT MYERS, FL 33901

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

Name and Address

Percentage of Interest

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

Name and Address

Percentage of Ownership

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

Name, Address and Office

Percentage of Stock



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Date of Contract: _____

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

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

D. Clarkston
Signature

Daniel Clarkston
Printed Name

AFFIDAVIT

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

I, Daniel Clarkston (name), as AMBR (title)
of BC III MASTERPIECE LLC (company), swear or affirm under oath, that I am the
owner or the authorized representative of the owner(s) of the property and that:

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



COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

BC III MASTERPIECE LLC

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

Daniel Clarkston
Signature

AMBR
Title

Daniel Clarkston
Typed or Printed Name

Date

STATE OF Florida COUNTY OF Lee

The foregoing instrument was certified and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 30 day of June, 2023, by _____ ☒ who is personally known to me OR ☐ who has produced _____ as identification.

Seal

Millani Roman
Notary Public Signature

PART VI- Property Information

A. Legal Description:

STRAP: 24-46-23-W3-00208.0080

Property Address: 1028 FIFTH ST

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

☐ Yes. Property identified in subdivision: _____

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

B. Boundary Survey:

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





COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

C. Property Dimensions:

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

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

Frontage on street: _____ feet. Frontage on waterbody: _____ feet

Total land area: _____ ☐ acres ☐ square feet

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

SOUTH OFF SKY BRIDGE ON WESTERN SIDE BEFORE SAN CARLOS

BLVD TURNS EAST

☒ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

☐ A list of deed restrictions and/or covenants affecting the subject property is attached as Exhibit 6-4.

☐ A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit 6-5.

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

☒ Attach a list of surrounding property owners within 500 feet as Exhibit 6-6.

☒ Attach a map showing the surrounding property owners as Exhibit 6-7.

☐ Provide Staff with two (2) sets of surrounding property owner mailing labels.

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

☐ Low Density

☐ Marina

☐ Mixed Residential

☐ Recreation

☐ Boulevard

☐ Wetlands

☒ Pedestrian Commercial

☐ Platted Overlay



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

EXPLANATORY NOTES

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

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

Explanatory Notes – Part I

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

Explanatory Notes – Part II

Indicate the requested action.

Explanatory Notes – Part III

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

Explanatory Notes – Part IV

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Explanatory Notes – Part V

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

Explanatory Notes – Part VI

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

line. Exhibit 6-2

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

Explanatory Notes – Part IV & V

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



Case# _____

Date Received: _____

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-A

Additional Required Information for a Special Exception Application

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

Project Name: 1028 FIFTH ST COP
Authorized Applicant: WAVES ISLAND BAR LIMITED PARTNERSHIP
LEOPA STRAP Number(s): 24-46-23-W3-00208.0080

Current Property Status:
Current Zoning: DOWNTOWN
Future Land Use Map (FLUM) Category: PEDESTRIAN COMMERCIAL
Platted Overlay? ☐ yes ☐ no FLUM Density Range:

Requested Action:

☐	Use of premises in the EC (Environmentally Critical) zoning district for:
☒	Use of premises in the <u>DOWNTOWN</u> zoning district for:
TO ALLOW CONSUMPTION ON PREMISES OF ALCOHOLIC BEVERAGES	
IN CONJUNCTION WITH A 4COP QUOTA LIQUOR LICENSE	
UTILIZED UNDER A BAR/COCKTAIL LOUNGE CLASSIFICATION	



Case# _____

Date Received: _____

PART I
Narrative Statements

A. Request for: (indicate the proposed use that requires a special exception)

SEE ENCLOSED REQUEST STATEMENT

B. Reasons for request: (state how the property qualifies for a special exception and what impact granting the request could have on surrounding properties. Direct these statements toward the guidelines in LDC Section 34-88)

The property qualifies for a Special Exception because:
SEE ENCLOSED REQUEST STATEMENT

Granting the requested Special Exception could impact surrounding properties as follows:
SEE ENCLOSED REQUEST STATEMENT

PART 2 Submittal Requirements

All applications for a special exception must submit fourteen (14) copies of this application form and all applicable exhibits.

Required Items

- Public Hearing Request Form
- Supplemental form PH-A
- Site Plan (to scale) including the current use of all existing structures on the site, and those on adjacent properties within 100 feet of the perimeter; all proposed structures and uses for the site; and any proposed fencing and screening.
- Fee in the amount of \$3800.00/\$3300.00 for an amendment

For New Communication Towers:

- a. Lee County Application for Communication Tower
- b. Shared-Use Plan Agreement

For Consumption of Alcoholic Beverages (COP) license approval:

- a. Notarized authorization from the Property Owner to apply for permit
- b. A statement indicating the type of establishment, the type of state license to be acquired, and the planned hours of operation. Also indicate if the request includes outdoor seating areas and indicate the seating areas and capacity on the site plan.
- c. A map showing the locations of other properties within 500 feet of the request where consumption-on-premises uses are already in operation.
- d. The site plan must include the public entrances and exits to the building, the floor area and proposed seating capacity, and floor area and seating capacity of any areas within the building subdivided between restaurant and bar/lounge areas. The site plan should also indicate the parking area, including the spacing and the locations of entrances and exits.

For transit terminals:

The site plan must indicate the location of the bus stalls; commuter parking areas, if provided; taxi waiting stalls; circulation pattern for buses including the entrances and exits; and the location of any building(s) housing the terminal and waiting areas.

For use of the EC zoning district:

- a. If the location of the request is in the portion of the EC zoning district between Estero Boulevard and the Gulf of Mexico, provide a survey meeting the requirements of Chapter 62B-33.0081 of the Florida Administrative Code, also including the precise location of the (1978) Coastal Construction Setback Line for Estero Island recorded in Plat Book 33, Page 3, of the Official Records of Lee County, Florida.
- b. The site plan must indicate the precise location of the request on the subject property and any related details of the existing conditions or planned improvements to the subject property. For areas in the EC zoning district between Estero Boulevard and the Gulf of Mexico, the precise location of the request in relation to the (1978) Coastal Construction Setback Line must be shown on the site plan.

Guide to Filing Supplement PH-A for Special Exceptions

Case Number will be inserted by Community Development staff.

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

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

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

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

Requested Action: Indicate the nature of the request and include the current zoning of the property.

Part 1 Narrative Statements:

“Request for...”

Indicate the nature of the request that requires a special exception, and explain why it requires a special exception. Describe the relationship of the requested use to any existing use(s) of the property, if applicable.

“The property qualifies for a special exception because...”

Explain why the request and the subject property qualify for a special exception. Address the standards for decision-making for special exceptions that are provided in the Land Development Code, as follows:

- Whether there exist changed or changing conditions which make approval of the request appropriate.
- Whether the request is consistent with the goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan.
- Whether the request meets or exceeds all performance and locational standards for the proposed use.
- Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.

- Whether the request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.
- Whether a requested use will be in compliance with the applicable general zoning provisions and supplemental regulations set forth in Chapter 34 of the Land Development Code.

“Granting the requested special exception could impact surrounding properties as follows...”

Explain how this request, if granted for the subject property, could affect the surrounding properties and the existing or planned uses on those properties.

Submittal Requirements Check List and Filing Guide

☐

A completed Public Hearing Application Form.

☐

A completed Supplemental form PH-A.

Site Plan. The site plan should be to scale and should indicate the location of the request on the property. Existing buildings and other improvements (such as swimming pools, fences, decks, or parking lots) should also be shown on the site plan. The site plan should also indicate the existing uses on adjacent properties. Also include any additional relevant detail related to the specific request.

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Town of Fort Myers Beach
Community Development Services - Planning Division
2525 Estero Blvd,
Fort Myers Beach, FL 33931

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Notice is hereby given that the Local Planning Agency/ Town Council of the Town of Fort Myers Beach will hold a public hearing which will take place at Bay Oaks, 2731 Oak St (tentative location), Fort Myers Beach, Florida, 33931. Please be sure to visit our website at WWW.FMBGOV.com to check for any updates or changes regarding the upcoming meeting.

TIME: 9 AM

DATE: LPA February 27, 2024, and Town Council March 18, 2024

CASE: SEZ20230202

ADDRESS: 1028 Fifth St

APPLICANT: Waves Island Bar/Keith Long

REQUEST: A special exception to allow on-premises consumption of alcohol at a bar within 500 feet of a park.

TOWN CONTACT: SARAH PROPST SARAH.PROPST@FMBGOV.COM

You may appear in person, through counsel, or through an authorized agent and provide testimony, legal argument, or other evidence. At this hearing, the **Local Planning Agency/ Town Council** will review the application materials and hear testimony to make a **recommendation/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.



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«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

Town of Fort Myers Beach
2525 Estero Blvd,
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Town of Fort Myers Beach
2525 Estero Blvd,
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«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»

1. **Request:**

Meeting Date: April 1, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE VAR20240046, REQUESTING A VARIANCE FROM LDC TABLE 34-3 OF 15-FEET, PROVIDING A 10-FOOT FRONT SETBACK. THE LDC REQUIRES A SINGLE-FAMILY HOME IN RM ZONING DISTRICT TO PROVIDE A MINIMUM 25-FOOT STREET SETBACK, FOR THE PROPERTY LOCATED AT 718 ESTERO BOULEVARD; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Construction of a new single family residence is encroaching into the street setback, so a variance approval is required.

What the action accomplishes:

Approval of this variance would allow construction of a new home with reduced front setbacks.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Sarah Propst, Planning &
Zoning

5. **Background:**

The applicant for 718 Estero Boulevard, is requesting a variance from the Town's Land Development Code (LDC) Table 34-3 which requires a single-family home in RM zoning district to provide a minimum 25-foot street setback and a 7.5-foot side setback. There is a 5-foot variance that was approved by resolution 23-65. The applicant is proposing to construct a single-family home 10 feet from the street property line and maintain the previously approved 5-foot side setback approved by resolution 23-65. The subject property is one of the beach-facing cottage homes connected through a 7.5-foot-wide access easement from Estero Blvd.

Attachments:

1. Res 24-57- 718 Estero Blvd (TC)
2. Staff report
3. Exhibit A - Site Plan
4. Exhibit B - LPA AND TC postcard
5. Exhibit C - Variance Application

Financial Impact:

unknown

6. **Alternative Action**

Recommend Denial

7. **Management Recommendations:**

Recommend approval

8. **Recommended Approval:**

Sarah Propst, Planning & Zoning
Frankie Kropacek, Operations & Compliance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/21/2024
Approved - 3/25/2024
Approved - 3/27/2024
Approved - 3/27/2024
Final Approval - 3/27/2024

RESOLUTION NUMBER 24-57

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE VAR20240046, REQUESTING TWO VARIANCES FROM LDC TABLE 34-3 A VARIANCE OF 15 FEET FROM THE REQUIRED 25-FOOT STREET SETBACK, AND A VARIANCE OF 2.5 FEET FROM THE REQUIRED 7.5 FOOT SIDE SETBACK FOR THE EAST SIDE, FOR THE PROPERTY LOCATED AT 718 ESTERO BOULEVARD; 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, 718 Estero LLC, owners of the property situated at 718 Estero Boulevard, is requesting a variance from LDC Table 34-3. which requires a single-family home in RM zoning district to provide a minimum 25-foot street setback and a 7.5-foot side yard setback; and

WHEREAS, the STRAP number for the subject property is 24-46-23-W3-00400.008A; and

WHEREAS, the Property is located in the "Mixed Residential" and "Recreational" category of the Future Land Use Map of the Comprehensive Plan and the "Residential, Multi Family" zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on March 12, 2024, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons, as required by Section 34-87 of the LDC. The LPA found that the request is consistent with the comprehensive plan and the requirements of the LDC and voted to recommend approval of the variance; and

WHEREAS, on April 1, 2024, the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by 34-87 of the LDC; and

WHEREAS, the Town Council determined it is in the best interest of the Town to approve/ approve with conditions/ deny the request.

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

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

Section 2. The Town Council determines the Applicant did/ did not meet its burden of proof that the requested Variance does/ does not meet the requirements of the Town Comprehensive Plan and LDC and approving/ approving with conditions/ denying the Variance is in the best interest of the Town. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, interested parties and public, the Town Council APPROVES/ APPROVES WITH CONDITIONS/ DENIES a request for variance from LDC 34-638(d)(1)g. which requires new at-grade mechanical equipment to not encroach into a side yard setback and to be located on the side of the property with the larger setback, where there are differing side setback widths.

Section 3. In approving/ approving with conditions/ denying the Variance, the Town Council makes the following findings and conclusions in accordance with the requirements of Section 34-87 of the LDC:

- A. There are/ are not exceptional or extraordinary conditions or circumstances that are inherent to the property in question, and the request is/ is not for a de minimis variance under circumstances or conditions where rigid compliance is not essential to protect public policy.
- B. The conditions justifying approval of the variance are/ are not the result of actions of the Applicant taken after the adoption of the regulation in question.
- C. The variance is/ is not the minimum variance that will relieve the Applicant of an unreasonable burden caused by the application of the regulation to the Property.
- D. The granting of the variance will/ will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- E. The conditions or circumstances on the Property are/ are not of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.

Section 4. If the Town Council approves the requested variance, the following conditions of approval are imposed on the Applicant and the Property:

- A. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.

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	_____
Karen Woodson	_____
Scott Safford	_____

ADOPTED this ____ day of April 2024 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, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of April 2024.



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

TYPE OF CASE: Variance

CASE NUMBER: VAR20240046

CASE NAME: 718 Estero Boulevard; requesting relief from LDC Table 34-3 which requires a single-family home in RM zoning district to provide a minimum 25-foot street setback.

TOWN COUNCIL HEARING DATE: April 1, 2024

LPA HEARING DATE: March 12, 2024

STAFF RECOMMENDATION: Approval

**PREPARED/
SUBMITTED BY:** Sarah Propst, AICP, PMP / Jason Green AICP, CFM

I. APPLICATION SUMMARY

Applicant/Owner: Zachary Liebetreu (Applicant)/ 718 ESTERO LLC (Owner)

Request: Variance from LDC Table 34-3 which requires a single-family home in RM zoning district to provide a minimum 25-foot street setback. Resolution 23-65 granted a variance of 2.5 feet for a 5' side setback. Additionally, the applicant is requesting a waiver of the variance fee.

Subject property: See attached site plan

Physical Address: 718 Estero Boulevard

STRAP #: 24-46-23-W3-00400.008A

FLU: Mixed Residential and Recreational

Zoning: Residential Multifamily (RM) and Environmental Conservation (EC)

Adjacent zoning and land uses:

North:	MIXED RESIDENTIAL Residential Multifamily (RM)
South:	GULF OF MEXICO
East:	MIXED RESIDENTIAL AND RECREATIONAL Residential Multifamily (RM) and Environmental Conservation (EC)
West:	MIXED RESIDENTIAL AND RECREATIONAL Residential Multifamily (RM) and Environmental Conservation (EC)

II. BACKGROUND AND ANALYSIS

Background:

Zachary Liebetreu, the applicant for 718 Estero Boulevard, is requesting a variance from the Town's Land Development Code (LDC) Table 34-3 which requires a single-family home in RM zoning district to provide a minimum 25-foot street setback and a 7.5-foot side setback. There is a 5-foot variance that was approved by resolution 23-65. The applicant is proposing to construct a single-family home 10 feet from the street property line and maintain the previously approved 5-foot side setback approved by resolution 23-65.

The subject property is one of the beach-facing cottage homes connected through a 7.5-foot-wide access easement from Estero Blvd. The property supported a single-family residence prior to Hurricane Ian.

Analysis:

The purpose of the RM zoning district is to designate suitable locations for a wide variety of multifamily residences. The lot is 50 feet wide and 187.66 feet long and is a non-conforming lot. The existing single-family residence was destroyed in Hurricane Ian and the Applicant is proposing to rebuild a residence of higher square footage. The Applicant acquired a minimum use determination on January 24, 2023.

As per LDC table 34-3, a single-family home in the RM zoning district shall provide a minimum street setback equal to 25 feet and a side setback of 7.5 feet. The Applicant is requesting a variance of 15 feet from the street setback to accompany the already approved variance of 2.5 feet for a side setback of 5 feet from the east property line to build a new single-family residence.

The property is located off Estero Boulevard and is accessible via an access easement connecting Estero Blvd and the other properties within this subdivision. The Applicant is proposing the residence to be 10 feet from property line closest to Estero Blvd. The code language does not provide clarity for how to determine setback orientation when a property is not adjacent to the roadway. A variance from the street setback appears to be most appropriate for the request and was applied in this instance. The Applicant is requesting a variance of 15 feet from the required 25-foot front setback to accommodate a setback of 10 feet. The property owner has obtained a variance for a 5-foot side setback on the east side of the building per resolution 23-65.

The Applicant has a obtained a variance for a reduced side setback per resolution 23-65 and is seeking another variance to reduce the street setback due to a recent survey with the correct location of the 1978 Lee County Line (Coastal Construction Control Line) being 11 feet inland of the buildable site. The document(s) submitted for the previous variance displayed the incorrect location of the 1978 Lee County Line, therefore, the applicant must shift the proposed single-family residence north towards the street property line.

Neighborhood Compatibility:

The subject property is one of the cottage lots situated in the southwest quadrant formed by the intersection of Estero Blvd and Matanzas Street. All these properties are non-conforming lots. The proposed cottage is similar in style and nature to the previously existing cottages in this neighborhood.

III. FINDINGS AND CONCLUSION

Findings and Conclusions:

LDC Sec. 34-87 sets forth the required findings and conclusions for the approval of a variance:

- a. *That there **are**/are not exceptional or extraordinary conditions or circumstances that are inherent to the property in question, or that the request **is**/is not for a de minimis variance under circumstances or conditions where rigid compliance is not essential to protect public policy.*

The subject property is a non-conforming lot with access through a 7.5-foot-wide access easement from Estero Boulevard. The Applicant has already acquired a minimum use determination letter to allow a construction of a single-family residence post Ian. Per resolution 23-65, an approved variance for a reduced side setback was granted by Town Council on 6/20/23. The applicant recently had a survey completed that shows the correct location of the 1978 Lee County Line (Coastal Construction Control Line) being 11 feet into the planned building site. The document(s) that was submitted for the previous variance hearing displayed the incorrect location of the 1978 Lee

County Line, therefore, the applicant must shift the proposed single-family residence north towards the street property line.

- b. *That the conditions justifying the variance are/**are not** the result of actions of the applicant taken after the adoption of the regulation in question.*

The conditions justifying the variance are not the result of the actions of the Applicant. The 1978 Lee County Line is a platted line, the applicant believed that during the original variance hearing the documents they provided displayed an accurate depiction of the 1978 Lee County Line until a recent survey showed a different location.

- c. *That the variance granted **is**/is not the minimum variance that will relieve that applicant of an unreasonable burden caused by the application of the regulation in question to his property.*

This is the minimum variance that would resolve the setback encroachment. The applicant is proposing to shift the proposed single-family residence north toward the street side property line to ensure that the building is not seaward of the 1978 Lee County Line.

- d. *That the granting of the variance will/**will not** be injurious to the neighborhood or otherwise detrimental to the public welfare; and*

The granting of this variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare. It appears that a couple of adjacent neighboring property owners have signed a letter of approval of the encroachment. The previous cottages in this surrounding area were all nonconforming lots with nonconforming setbacks, they will likely require variances to build back due to their nonconformity.

- e. *That the conditions or circumstances on the specific piece of property for which the variance is sought are/**are not** of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.*

The conditions or circumstances on this specific property for which a variance is sought are not general in nature and do not warrant a code change.

IV. RECOMMENDATION

Staff has reviewed the request for a variance from LDC Table 34-3, which requires a single-family home in RM zoning district to provide a minimum 25-foot street setback and a side setback of 7.5 foot and found that the variance request does meet the requirements set forth in sec. 34-87.

Therefore, staff recommends **APPROVAL** of VAR20240046, a request for a variance of 15 feet for a street setback of 10 feet to accompany the already approved variance

of 2.5 feet for a side setback of 5 feet from the east property line to build a new single-family residence. The attached resolution, if approved, will supersede the existing resolution 23-65 which was for the 2.5-foot side setback variance.

At the March 12th LPA hearing the LPA unanimously recommended approval of the variance to accompany the previously approved variance for the 2.5 side setback.

The applicant is also requesting a waiver of the variance fee.

V. CONDITIONS

1. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.

VI. EXHIBITS

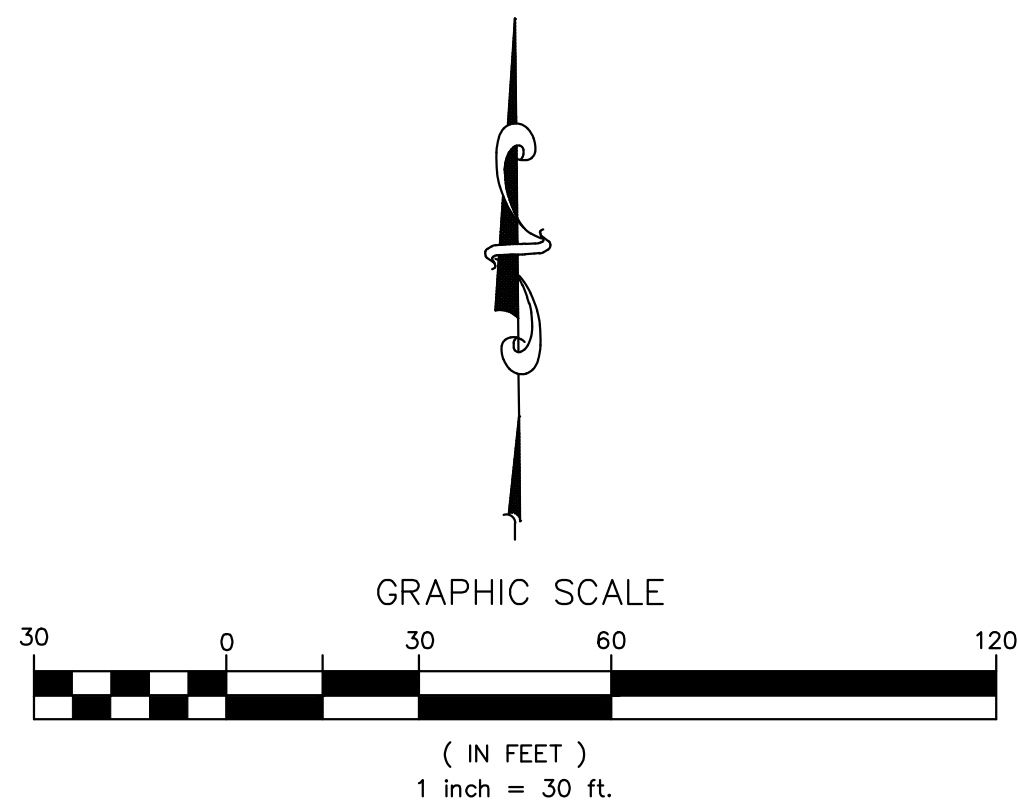
Exhibit A: Site Plan

Exhibit B: Postcards to Adjacent Property Owners

Exhibit C: Complete Application Packet

PART OF LOT 8, UNIT 1, ISLAND SHORES

PLAT BOOK 9, PAGE 24
SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST
TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA



NOTES:

1. THIS SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP.
2. DESCRIPTION AS FURNISHED BY CLIENT. NO SEARCH OF THE PUBLIC RECORDS WAS CONDUCTED BY THIS FIRM.
3. BEARINGS ARE BASED ON PLAT OF DEED.
4. ELEVATIONS AS SHOWN ARE BASED ON N.A.S.D. 1988 DATA AND LESS THAN 10% ERROR.
5. THERE ARE NO VISIBLE ENCROACHMENTS THAN AS SHOWN.
6. THERE MAY BE OTHER EASEMENTS NOT SHOWN HEREIN RECORDED IN THE PUBLIC RECORDS OF THE GOVERNING COUNTY.
7. NO DETERMINATION OF HAZARDOUS WASTE MATERIALS HAVE BEEN MADE BY THIS FIRM.
8. LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES NOT SHOWN UNLESS OTHERWISE NOTED.
9. SIGNOR LIMITS LIABILITY ONLY UP TO THE COST OF SURVEY.
10. THIS SURVEY IS PROTECTED BY COPYRIGHT AND ALL RIGHTS ARE RESERVED.
11. SURVEY WAS BASED ON INFORMATION PROVIDED BY CLIENT AND EXISTING MONUMENTATION.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS OTHER THAN THOSE BY THIS FIRM OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. THE FEMA FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED BY ANOTHER SOURCE.
14. PARCEL CONTAINS 9,629 SQUARE FEET, PLUS OR MINUS.
15. THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177, P.A. 90-01.
16. MEAN HIGH WATER LINE WAS ESTABLISHED BY THIS FIRM BY FIELD CREW USING GPS.
17. CONVERSION FOR PROJECT ARE: NAVD83 + 1.181' = NCGV029

LEGEND:

- A. — ARC LENGTH
 A.C. — AIR CONDITIONER
 C — CABLE TV
 (C) — CALCULATED
 C.B. — CATCH BASIN
 CB — CHORD BEARING
 CH — CHORD DISTANCE
 F.C.M. — FOUND CONC. MONUMENT
 (D) — DEED
 B.O.B. — BASIS OF BEARINGS
 D.E. — DRAINAGE EASEMENT
 E.L. — ELEVATION
 E.O.P. — EDGE OF PAVEMENT
 F.H. — FIRE HYDRANT
 FND. — FOUND
 GV — GATE VALVE
 I.R. — IRON ROD
 G.W. — GUY WIRE
 (M) — MEASURED
 N&T — NAIL & TAB
 N.A.V.D. — NORTH AMERICAN VERTICAL DATUM (1988)
 N.T.S. — NOT TO SCALE
 (NR) — NOT RADIAL
 O.R. — OFFICIAL RECORD
 (P) — PLAT
 P.B. — PLAT BOOK
 P.C. — POINT OF CURVATURE
 P.C.C. — POINT OF COMPOUND CURVATURE
 P.C.P. — PERMANENT CONTROL POINT
 P.I. — POINT OF INTERSECT
 P.A.G. —
 P.O.B. — POINT OF BEGINNING
 P.O.C. — POINT OF COMMENCEMENT
 P.P. — POWER POLE
 P.R.C. — POINT OF REVERSE CURVATURE
 P.R.M. — PERMANENT REFERENCE MONUMENT
 P.T. — POINT OF TANGENCY
 P.U.E. — PUBLIC UTILITY EASEMENT
 R — RADIUS
 (R) — RADIAL
 R.W. — RANGE
 R/W — RIGHT OF WAY
 SEC. — SECTION
 SET I.R. — SET 1/2" IRON ROD LB8427
 (S) — SPKD — SET PK NAIL AND DISC LB8427
 S.W. — SIDEWALK
 (T) — TELEPHONE BOX
 TWP. — TOWNSHIP
 U.P. — UTILITY PEDESTAL
 (W) — WATER METER
 Δ — DELTA ANGLE
 △ — FIRE HYDRANT
 ⊕ — TEMPORARY BENCHMARK
 — CENTERLINE
 — WIRE FENCE
 — WOOD FENCE
 — OVERHEAD WIRE'S
 — CONCRETE PAD
 — EXISTING ELEVATION
 (X) — LOT NUMBER
 MHW — MEAN HIGH WATER
 MLW — MEAN LOW WATER

CERTIFIED TO:
Jim Zeller

LEGAL DESCRIPTION:

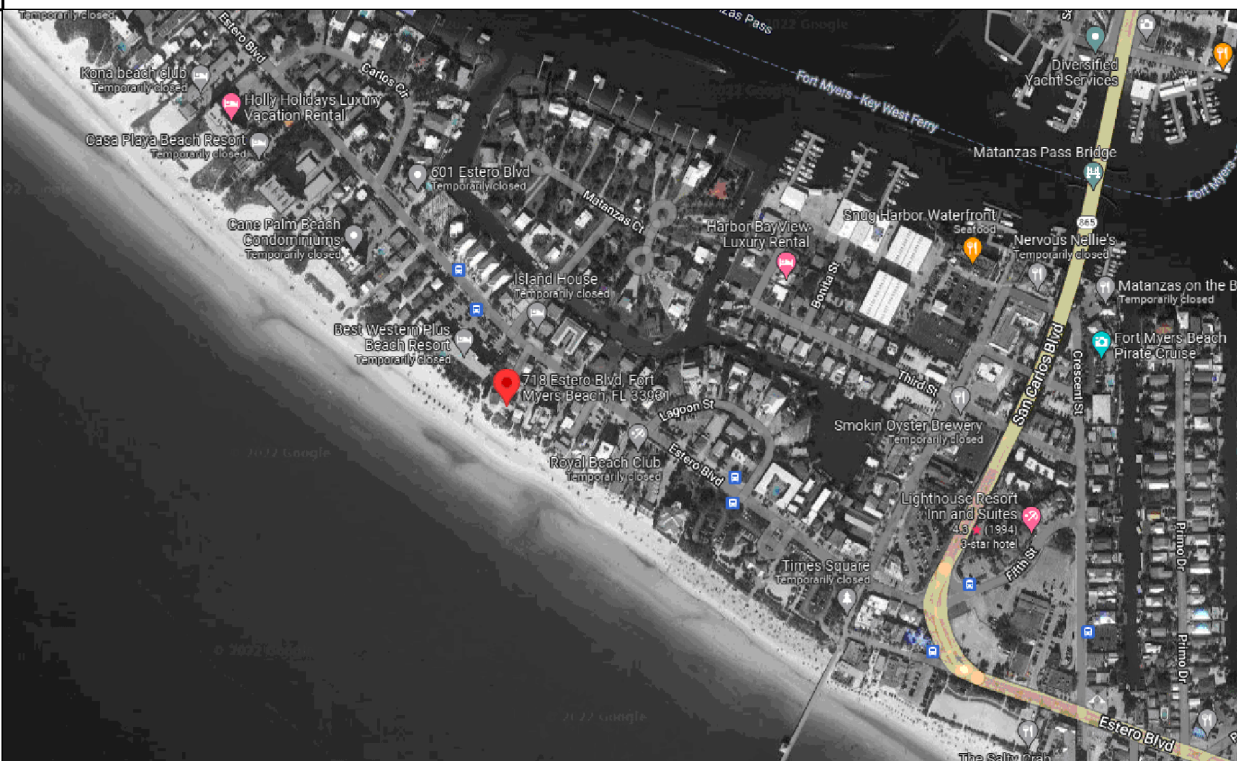
718 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931

Part of Lot 8, Unit 1, Island Shores, a Subdivision, according to the plat thereof recorded in the public records of Lee County, in Plat Book 9, at Page 24, to wit:

Beginning at a point in the common line of Lots 7 and 8, 123.00 feet Southwesterly of the Southwesterly line of Estero Boulevard which point is at the Southeasterly corner of property conveyed by Howard A. Zeller to Robert H. and Edna Smith by deed dated December 24, 1969, and which point is marked by a concrete monument set in the ground, thence running at a right angle to the common line of Lots 7 and 8 in the Northwesterly direction a distance of 42 1/2' to a concrete monument set in the ground and thence continue in the same direction an additional 7 1/2' to an iron pipe set in the ground abutting the concrete collar manhole of a sanitary sewer manhole for a total of 50', thence running in a Southwesterly direction parallel to the common line of Lots 7 and 8 a distance of 80' to an iron rod set in the ground and thence continue in the same direction to the waters of the Gulf of Mexico, thence running Southeasterly along said waters a distance of 50'± to the common line of Lots 7 and 8, thence running Northeasterly along the common line of Lots 7 and 8 to the place of beginning. Together with any riparian rights thereto pertaining.

Subject to an easement for Ingress and Egress over and across a strip of land 7 1/2 wide on each side of the center line of Lot 8 for the common use of the owners of each side of Lot 8, and subject to restrictions of record and also subject to public easements.

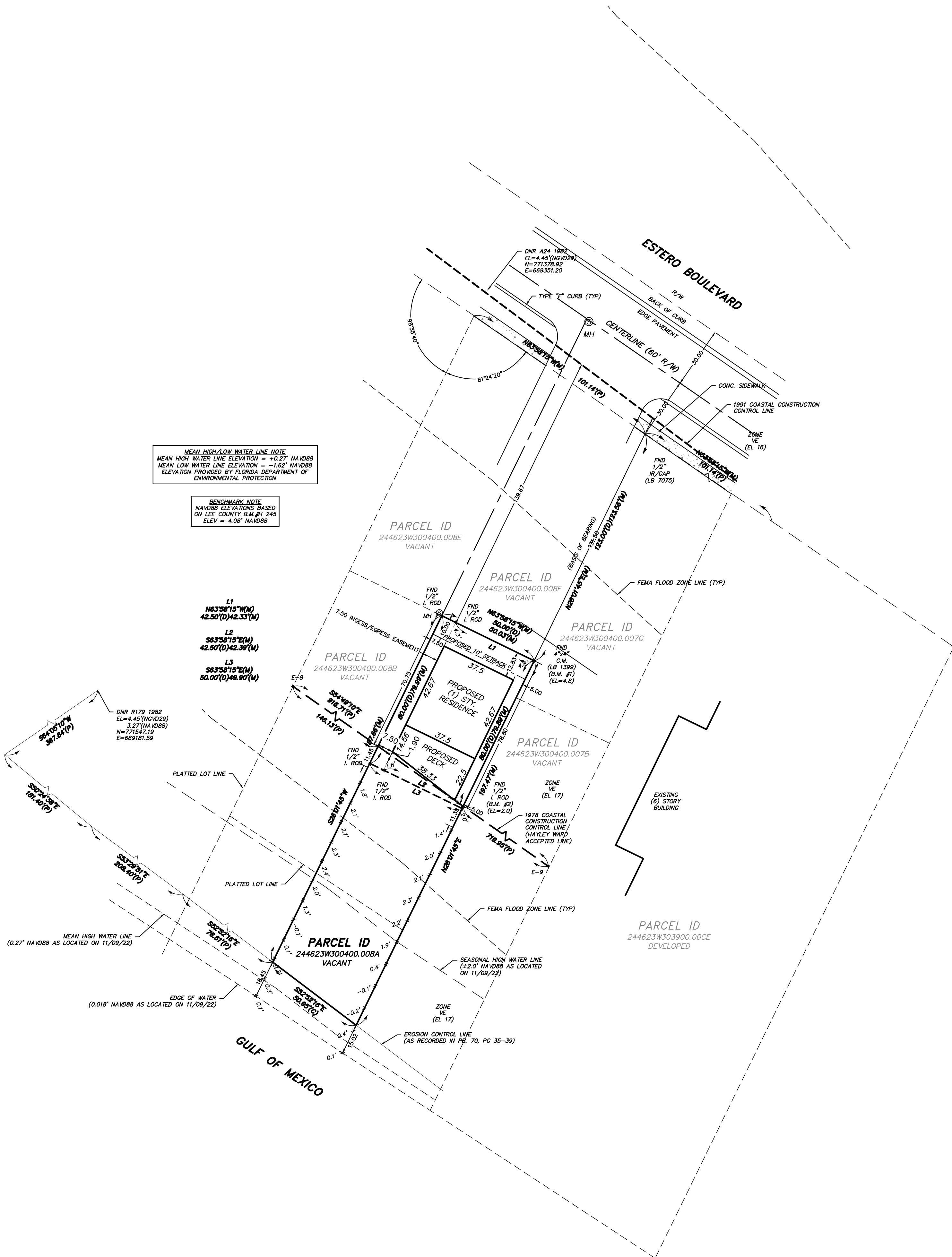
The property hereby conveyed being part of the land conveyed by June Leonard, a widow, to Howard A. Zeller by deed dated January 16, 1967, and recorded in Book 392 at Page 268.



VICINITY MAP
N.T.S.

MEAN HIGH/LOW WATER LINE NOTE
MEAN HIGH WATER LINE ELEVATION = +0.27' NAVD88
MEAN LOW WATER LINE ELEVATION = -1.62' NAVD88
ELEVATION PROVIDED BY FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

BENCHMARK NOTE
NAVD88 ELEVATIONS BASED
ON LEE COUNTY B.M.#H 245
ELEV = 4.08' NAVD88



I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE. FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 472.027, OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATION CODE, NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY. NO ABSTRACT WAS REVIEWED. NO OPINION EXPRESSED.

Reviewed and Approved By:

(SIGNED) _____
John Robert Avery III, P.S.M.
Professional Surveyor & Mapper
State of Florida License No. 5298
Not Valid without Signature and Original Raised Seal or
Adobe Electronic Signature of John Robert Avery III, P.S.M.



239-362-3928(OFFICE) INFO@ELITESURVEYING.NET
LB8427

01/03/2023

SHEET: 1 OF 1 DATE: _____

SITE PLAN

FIELD SURVEY	11/09/2022
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DRAWN BY	1 KN0000
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ELITE JOB NO	220925
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SHEET: 1 OF 1 DATE: 01/03/2023



Town of Fort Myers Beach
Community Development Services - Planning Division
2525 Estero Blvd,
Fort Myers Beach, FL 33931

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Notice is hereby given that the Local Planning Agency/ Town Council of the Town of Fort Myers Beach will be conducting a public hearing at the Town Hall Council Chambers located at 2731 Oak St, Fort Myers Beach, Florida, 33931.

TIME: 9 AM

DATE: LPA March 12, 2024, and Town Council April 1, 2024

CASE: VAR20240046

ADDRESS: 718 Estero Blvd

APPLICANT: Zachary Liebetreu

REQUEST: The applicant is requesting relief from LDC Table 34-3 which requires a single-family home in RM zoning district to provide a minimum 25-foot street setback.

TOWN CONTACT: SARAH PROPST SARAH.PROPST@FMBGOV.COM

You may appear in person, through counsel, or through an authorized agent and provide testimony, legal argument, or other evidence. At this hearing, the **Local Planning Agency/ Town Council** will review the application materials and hear testimony to make a **recommendation/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.



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

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

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

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

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

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»«Next Record»

«OwnerName»
«MailAddress»
«MailCity», «MailState», «MailZip»



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Site Address: 718 Estero Blvd
STRAP Number: 24-46-23-W3-00400.008A
Applicant: Zachary Liebetreu, Attorney for 718 Estero LLC Phone: 239-572-5866
Contact Name: Zachary Liebetreu Phone: 239-572-5866
Email: zliebetreu@ralaw.com Fax: 239-337-0970
Current Zoning District: RM
Future Land Use Map (FLUM) Category: Mixed Residential
FLUM Density Range: 6-10 Platted Overlay: ☐ YES ☒ NO

ACTION REQUESTED

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

SUPPLEMENTAL FORM REQUIRED

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

PART I – General Information

A. Applicant*: Zachary Liebetreu Phone: 239-572-5866
**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: c/o Roetzel & Andress, 2320 First Street, Fort Myers, FL 33901
Email: zliebetreu@ralaw.com Fax: 239-337-0970
Contact Name: Zachary Liebetreu Phone: 239-572-5866



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

B. Relationship of Applicant to subject property:

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

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

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

Name: _____ Phone: _____
Address: _____
Email: _____ Fax: _____

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

Name: _____ Phone: _____
Address: _____
Email: _____ Fax: _____

Name: _____ Phone: _____
Address: _____
Email: _____ Fax: _____

PART II - Nature of Request

Requested Action (each request requires a separate application)

- ☐ Special Exception
- ☒ Variance from LDC Section 34 - 638
- ☐ Conventional Rezoning from _____ to _____
- ☐ Planned Development
- ☐ Rezoning from _____ to ☐ Commercial PD ☐ Residential PD
- ☐ Amendment. List the project number: _____
- ☐ Extension/reinstatement of Master Concept Plan. List project number: _____



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

☐ Appeal of Administrative Action

☐ Vacation

☐ Right-of-Way

☐ Easement

☐ Other. Please Explain: _____

PART III – Waivers

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

Code Section: _____ Description: _____

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV – Property Ownership (Single Owner)

☐ Single Owner (individual or husband and wife)

Name: _____ Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, _____ 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;



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

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

Signature

Printed Name

STATE OF _____ COUNTY OF _____

The foregoing instrument was certified and subscribed before me by means of ____ physical presence OR ____ online notarization, this ____ day of _____, 20____, by

_____, ☐ who is personally known to me OR ☐ who has produced

_____ as identification.

(SEAL)

Notary Public Signature

PART V

Property Ownership (Multiple Owners)

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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address

Percentage Ownership



COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION for PUBLIC HEARING

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

Name, Address and Office

James Zeller, P.O. Box 270, Oneida, New York 13421

Percentage of Stock

100%

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

Name and Address

Percentage of Interest

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

Name and Address

Percentage of Ownership

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

Name, Address and Office

Percentage of Stock



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Date of Contract: _____

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

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

Zachary Liebetreu, Esq.

Signature

Zachary Liebetreu, Esq.

Printed Name

AFFIDAVIT

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

I, Zachary Liebetreu, Esq. (name), as Attorney (title)
of 718 Estero, LLC (company), swear or affirm under oath, that I am the
owner or the authorized representative of the owner(s) of the property and that:

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



COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

718 Estero , LLC

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

[Signature]
Signature

Zachary Liebetreu, Esq.

Typed or Printed Name

Attorney

Title

1/31/2024

Date

STATE OF FL COUNTY OF Lee

The foregoing instrument was certified and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 2ND day of FEBRUARY, 2024, by ZACHARY LIEBETREU ☒ who is personally known to me OR ☐ who has produced _____ as identification



[Signature]
Notary Public Signature

PART VI- Property Information

A. Legal Description:

STRAP: 24-46-23-W3-00400.008A

Property Address: 718 Estero Blvd., Fort Myers Beach, FL 33921

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

☒ Yes. Property identified in subdivision: Island Shores

Book: 9 Page: 24 Unit: 1 Block: _____ Lot(s): Portion of Lot 8

B. Boundary Survey:

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 50 feet
Depth (please provide an average width if irregular in shape) 80 feet
Frontage on street: 80 feet on access easement feet. Frontage on waterbody: 50' feet
Total land area: 4000 ☐ acres ☒ square feet

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

North of Downtown; 1600' from Matanzas Pass Bridge

☒ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

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

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

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

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

EXPLANATORY NOTES

Please do not print, copy and submit these instructions

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

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

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

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

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

Explanatory Notes – Part I

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

Explanatory Notes – Part II

Indicate the requested action.

Explanatory Notes – Part III

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

Explanatory Notes – Part IV

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Explanatory Notes – Part V

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

Explanatory Notes – Part VI

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

- line. Exhibit 6-2
- C. Provide the property dimensions or the approximate dimensions if the property is not a regular quadrilateral.
 - D. Describe how to get to the property starting from either the Sky Bridge or the Big Carlos Pass Bridge (specify which). Exhibit 6-3
 - E. If there are any deed restrictions or covenants that might affect the requested action, provide the information. Exhibit 6-4
 - F. A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit 6-5
 - G. Attach a list of the surrounding property owners within 500 feet of the perimeter of the area of the request. Also include two sets of mailing labels providing the names and addresses of the owners on this list, and a map showing the parcel boundaries within the 500-foot radius Exhibit 6-6. This information can be acquired for a small fee by requesting a "variance report" from the Map Sales Office at the Lee County Property Appraiser's Office. Contact information for the Property Appraiser can be found at <http://www.leepa.org>.
 - H. Indicate the Future Land Use Map category or categories of the property as shown on the Fort Myers Beach Comprehensive Plan's Future Land Use Map, and whether the property is located in the "platted overlay" on the map.
 - I. Indicate the current zoning of the property. In most cases the current zoning is shown on the official zoning map of the Town of Fort Myers Beach, as adopted by ordinance. If zoning actions affecting the subject property have been taken since March 2004, call Town Hall to verify the current zoning.

Explanatory Notes – Part IV & V

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

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-B

Additional Required Information for a Variance Application

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

Case Number:
Project Name: 718 Estero Zeller Family Cottage
Authorized Applicant: Zachary Liebetreu
LeePA STRAP Number: 24-46-23-W3-00400.008A

Current Property Status: Site cleared following destruction of cottage from Hurricane Ian	
Current Zoning: RM	
Future Land Use Map (FLUM) Category: Mixed Residential	
Comp Plan Density: 6	Platted Overlay? ☐ Yes ☒ No

Variance is requested from:

LDC Section Number	Title of Section or Subsection
34-638 and Table 34-3	Minimum Setbacks

Complete the narrative statements below for EACH variance requested.

PART I
Narrative Statements

Request for variance from _____ (LDC Section number)

Explain the specific regulation contained in this section from which relief is sought:
See Narrative Attachments

Reasons for request

Explain why the variance is needed:
See Narrative Attachments



Case # _____

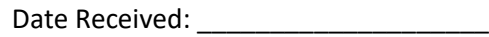
Date Received: _____

Explain the possible effect the variance, if granted, would have on surrounding properties:

See Narrative Attachments

Explain the hardship (what is unique about the property) that justifies relief from the regulation:

See Narrative Attachments



See Narrative Attachments

PART 2

Submittal Requirements

All applications for a variance must be submitted electronically through our Iworq portal - [iworq \(talktomycity.com\)](http://iworq.talktomycity.com)

Required Items

- Public Hearing Request Form
- Supplemental form PH-B
- Site Plan (to scale) including the current use of all existing structures on the site, and those on adjacent properties within 100 feet of the perimeter; and a clear illustration of the proposed variance
- Fee in the amount of \$1800.00 (residential)/Additional Variance \$500.00
- Variance (non-residential) \$2800.00/ Additional Variance \$700.00

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

Cover page

Case Number will be inserted by Community Development staff.

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

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

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

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

“Variance is requested from...” Provide the section number and title of each section of the Fort Myers Beach Land Development Code from which a variance is being sought.

Narrative statements

If the application is for multiple variances, complete all of the narrative statements for each variance that is requested.

Site plan

The site plan must show all existing structures on the site; all existing structures within 100 feet of the perimeter boundary of the site; and a clear illustration of the proposed variance.

LDC Section 34-87

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

1. Whether there are exceptional or extraordinary conditions or circumstances that are inherent to the property in question, or whether the request is for a *de minimis* variance under circumstances or conditions where rigid compliance is not necessary to protect public policy;
2. Whether the exceptional or extraordinary conditions justifying the variance are or are not the result of actions of the applicant taken after the adoption of the regulation in question;
3. Whether the requested variance is the minimum variance to relieve the applicant of an unreasonable burden caused by the application of the regulation in question;
4. Whether granting the variance would be injurious to the neighborhood or otherwise detrimental to the public welfare;
5. Whether the conditions or circumstances of the specific piece of property or the intended use of the property for which the variance is sought are of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.

Part I
Narrative Statements

Request Variance From 34-638 and Table 34-2

Explain the specific regulation from which relief is sought:

Pursuant to Table 34-3 of the Town of Fort Myers Beach Land Development Code (the “LDC”), a 25-foot street setback is required for RM zoning district. 718 Estero, LLC (the “Property”) is zoned RM.

Reasons for Request: Explain why this variance is needed:

This variance is needed because the previous cottage was demolished by Hurricane Ian and reduced setbacks are needed in order to rebuild the cottage up to modern standards. Initially, a variance was granted for the side setback, which would have provided the necessary space. However, later, it was discovered that the Coastal Construction Control Line (CCCL) data, which was provided by the Lee County Property Appraiser, was incorrect, thus pushing the buildable site inland by slightly more than 11 feet. Therefore, this present variance request is needed to build the cottage as previously designed when factoring in the actual location of the CCCL. As previously presented to Town of Fort Myers Beach, the new cottage design is more resilient and accessible. The original cottage was about 850 square feet. Due to the footprint of an elevator, ADA accessibility clearances, adequate circulation, greater wall thickness, a more robust structure, and additional stairs due to the required height above Base Flood Elevation (BFE), this variance is required to achieve a reasonable floor plan. Please see the attached floor plan. The impact of the items listed above totals about 686 sf, nearly the entire square footage of the original, destroyed, cottage.

Explain the affect the variance would have on surrounding properties:

Granting this variance would be beneficial to the immediate neighbors and beyond. This will help this unique neighborhood find its way forward to rebuild up to modern standards. Being a little larger will not only make the individual structures more stable, it will also help make this neighborhood safer as the adjacent high rises create a funneling effect. This variance will make the available floor plans on Fort Myers Beach more desirable, which benefits the wider community.

Explain the hardship:

This property faces a unique hardship.

1. It is one of the original 1960 cottages lots. These are smaller lots designed to accommodate cottages.
2. Codes have changed to now require taller and more robust structures fitting in to more restrictive setbacks. The requirements consume available square footage.

3. The variances are the minimum required in order to allow for replacement of the pre-existing cottage destroyed by Hurricane Ian. It would be an unreasonable burden to require the Applicant to conform to the existing setbacks, as the designed cottage is the minimum size that can accommodate modern safety standards, storm surge resiliency, and ADA compliance.
4. This property and its neighbors suffer from being sandwiched in between high rises which creates a funneling effect and consequently their structures will need to be correspondingly more robust than may otherwise be necessary or prudent.

Explain how the property qualifies for a variance. Direct this explanation to the guidelines for decision-making in LDC Section 34-87:

- 1. That there are exceptional or extraordinary conditions or circumstances that are inherent to the property in question, or that the request is for a *de minimis* variance (under circumstances or conditions where rigid compliance is not essential to protect public policy).**

There are exceptional circumstances inherent to the property in question. First, it predates incorporation of FMB and was permitted under the governing Lee County Ordinances. Secondly, it has remained in the same family since it was built. Third, it is one of the few (~42) original old southwest cottages that afforded FMB its old SW Florida charm. Fourth, the codes have changed, the structure must be higher and more robust, and the increased height all result in a consumption of available square footage that are extremely challenging to create a reasonable floor plan. The Owners would like to rebuild it, with future generations in mind, thus calling for handicapped accessibility and a resilient structure.

There are extraordinary conditions inherent to the property. Having been built under previous codes some time ago, the aging structure was unable to withstand rising sea levels and increased storm ferocity. Furthermore, adjacent high rise development after its original construction serves to worsen the storm surge at these small cottages.

In addition to the foregoing, this can also be classified as a *de minimis* variance, which is defined in Section 34-2 of the LDC as follows:

- Variance, *de minimis* means a variance that differs so little from an adopted regulation that the variance's effects on the public health, safety and welfare would be inconsequential.

While the request is for a variance to 10', the variance is in fact *de minimis*. Its effects on the public health, safety and welfare would be inconsequential because approval of the variance will allow for the replacement of a cottage that pre-dated Hurricane Ian with a cottage of a similar design, built to modern standards. The reconstruction of the improved cottage on the property would create a more resilient and accessible structure, in a safe, attractive, and secure manner which is in the interest of public health safety and welfare.

- 2. That the conditions justifying the variance are not the result of actions of the applicant taken after the adoption of the regulation in question;**

Both the exceptional and extraordinary conditions surrounding and having influence on this property are not the result of actions taken by this applicant taken after the adoption of the regulations in question. The Applicant has taken no action that has necessitated these variance requests. Rather, the previously existing cottage was destroyed by a natural disaster through no fault of the Applicant.

3. **That the variance granted is the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulation in question to his property;**

This is the minimum variance required to relieve the applicant of the unreasonable burden created by the regulation and the appropriate thing to do is grant this variance request. Please refer to the attached floor plan and the tabulation of additional square footage required and why it is required.

4. **That the granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and**

Granting this variance will not, in any way, be injurious to the immediate neighborhood and beyond. Please see the attached letters of support. Furthermore, granting this variance will actually be beneficial to the larger community because it will foster greater use and utilization of these properties.

5. **That the conditions or circumstances on the specific piece of property for which the variance is sought are not of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.**

The Property is non-conforming lot which yields some land for a shared access easement and the CCCL. A new cottage could not adequately be built in a similar manner to the old cottage layout. Further, the requests are being made so that the cottage that was in place for many years prior to Hurricane Ian can be replaced by the modern equivalent. These conditions, taken together, are not of so general or recurrent a nature as to make it more reasonable and practical to amend the applicable provisions of the LDC.



February 2, 2024

Zoning Department,
Town of Fort Myers Beach
2525 Estero Blvd.,
Fort Myers Beach,
FL 33931
zoningpermits@fmbgov.com

Re: 718 Estero Boulevard Variance

Dear Zoning Department,

This firm represents 718 Estero, LLC, in its pursuit of a setback variance. Enclosed, please find the:

- Application for Public Hearing;
- Boundary Survey, also containing Area Location Map;
- List of Surrounding Property Owners & Mailing Labels;
- Map of Surrounding Property Owners;
- Variance Supplement PH-B;
- Narrative Statement, Floor Plan, and Letters of Support; and
- Site Plan

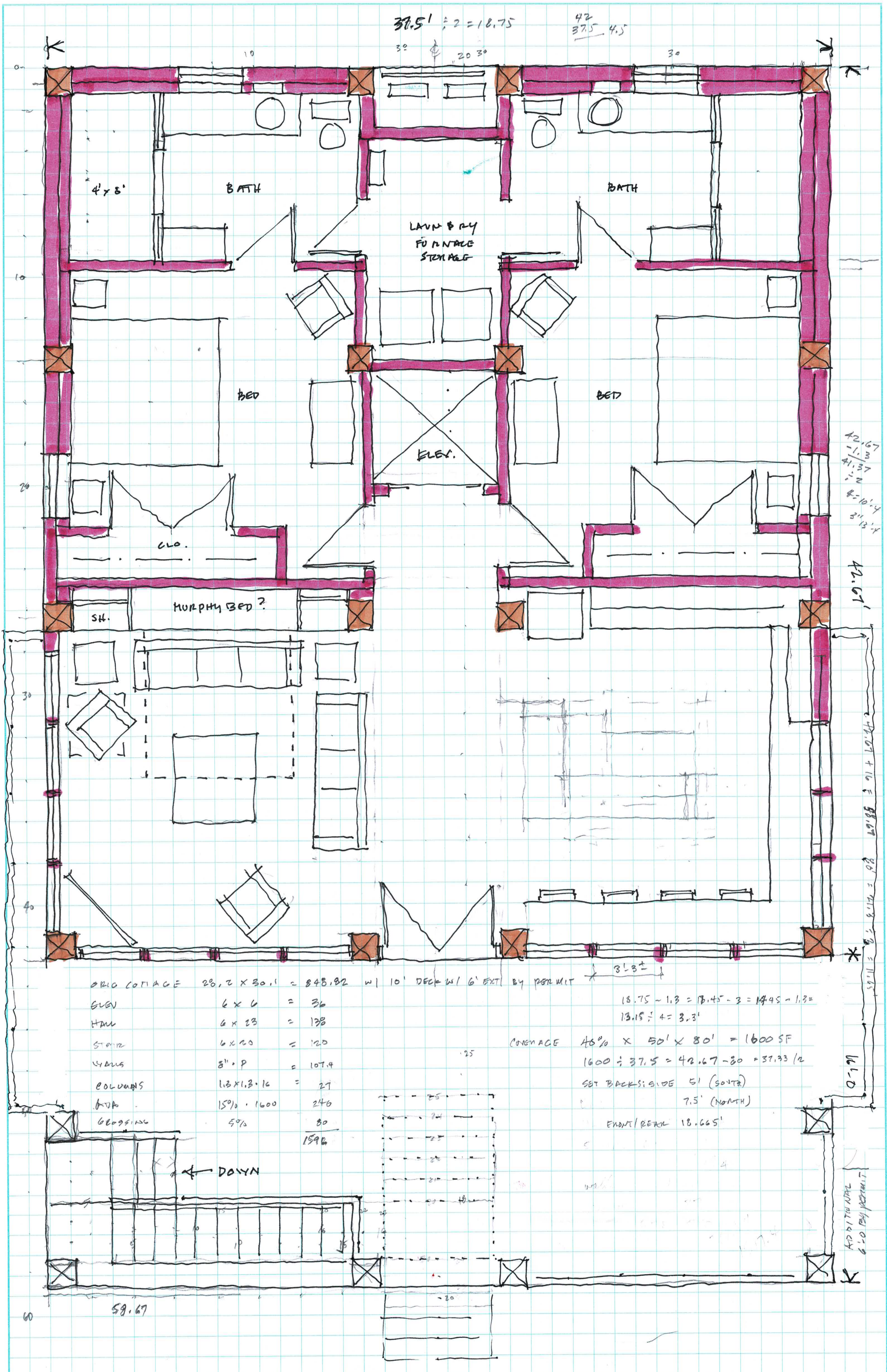
Pursuant to a conversation with Sarah Propst, this application is to proceed without regard to the application fees and instead will only be billed as to the mailing costs. Please do not hesitate to reach out with any questions you may have. I may be reached at 239-572-5866 and zliebetreu@ralaw.com .

Very truly yours,

Zachary A. Liebetreu

Table of Contents

Variance Application	
Application for Public Hearing	3
Boundary Survey and Area Location Map (Exhibits 6-2 and 6-3)	3
List of Property Owners and Mailing Labels (Exhibit 6-6)	16
Map Showing Surrounding Property Owners (Exhibit 6-7)	39
Variance Supplement PH-B	40
Narrative Statement	46
Floor Plan	49
Letters of Support	51
Site Plan	53



$37.5' \div 2 = 18.75'$

$\frac{42}{37.5} = 1.12$
 4.5

$42.67 - 1.3 = 41.37$
 $41.37 \div 2 = 20.685$
 $20.685 + 10.4 = 31.085$
 $31.085 + 1.3 = 32.385$

$42.67'$

$42.67 + 16 = 58.67$
 $58.67 - 8.6 = 50.07$
 $50.07 \div 2 = 25.035$
 $25.035 + 11.65 = 36.685$

16.0

1' MIN BY PERMIT

ORIG LOTAGE	28.2 X 30.1	=	848.82	w/ 10' DECK w/ 6' EXT BY PERMIT
ELEV	6 X 6	=	36	
HALL	6 X 23	=	138	
STAIR	6 X 20	=	120	
LAND	8" P	=	107.4	
COLUMNS	1.3 X 1.3 X 16	=	27	
ROOF	15% X 1600	=	240	
GLASSING	5%	=	80	
			1596	

$18.75 - 1.3 = 17.45 - 3 = 14.45 - 1.3 = 13.15 \div 4 = 3.3'$

COVERAGE $40\% \times 50' \times 80' = 1600$ SF
 $1600 \div 37.5 = 42.67 - 30 = 37.33 \div 2$
SET BACKS: SIDE 5' (SOUTH)
7.5' (NORTH)
FRONT/REAR 18.665'

DOWN

59.67

Some More Math

- Zeller's original coverage was $28.2 \times 30.1 = 848.82$ Call it 849
- Items recognized by the Post Disaster Buildback Section as being allowable additional sf include:
- Elevator $6'4 \times 6'4 = 39.69\text{sf}$
- Hallway $22' \times 6' = 132\text{sf}$
- Bathrooms $2 \times 30\text{sf} = 60\text{sf}$
- ADA clearances @ 15% $\times 1600\text{sf} = 240\text{sf}$
- More robust walls $8'' \times \text{perimeter} = 107.9\text{sf}$
- More robust structural columns $1.3' \times 1.3 \times 16 = 27 \text{ sf}$
- Additional stairs and code required landing = 60sf
- AC balcony at rear = 18sf
- 5% grossing factor to accommodate construction tolerances = 76.68sf
- This totals 1610.27sf
- Our ask is for reduced setbacks to allow for a 1600sf dwelling.

Town Council & Local
Planning Agency,
Town of Fort Myers Beach,
2525 Estero Blvd.,
Fort Myers Beach,
FL 33931

Re: 718 Estero Variance Request

Dear Town Council and Local Planning Agency,

I am the owner of a nearby parcel to 718 Estero Boulevard. I have spoken with my neighbor, the owner of the 718 Estero Boulevard, and reviewed their requested variance and building plans. I understand this variance request to result in a ten-foot setback on the Estero Boulevard side of 718 Estero Boulevard. I am in support of their variance request and the building plans, as the proposed variance will fit in with our community. I respectfully ask that the variance request be approved.

Thank you,
/s/ Jim Mace
Name: Jim Mace
Date: 1 31 24
Owner of the Property Located at:
716 Estero

Town Council & Local
Planning Agency,
Town of Fort Myers Beach,
2525 Estero Blvd.,
Fort Myers Beach,
FL 33931

Re: 718 Estero Variance Request

Dear Town Council and Local Planning Agency,

I am the owner of a nearby parcel to 718 Estero Boulevard. I have spoken with my neighbor, the owner of the 718 Estero Boulevard, and reviewed their requested variance and building plans. I understand this variance request to result in a ten-foot setback on the Estero Boulevard side of 718 Estero Boulevard. I am in support of their variance request and the building plans, as the proposed variance will fit in with our community. I respectfully ask that the variance request be approved.

Thank you,

/s/ Dale Bonnomia

Name: DALE BONNOMIA

Date: 01/30/2024

Owner of the Property Located at:

704 ESTERO BLVD
FMB

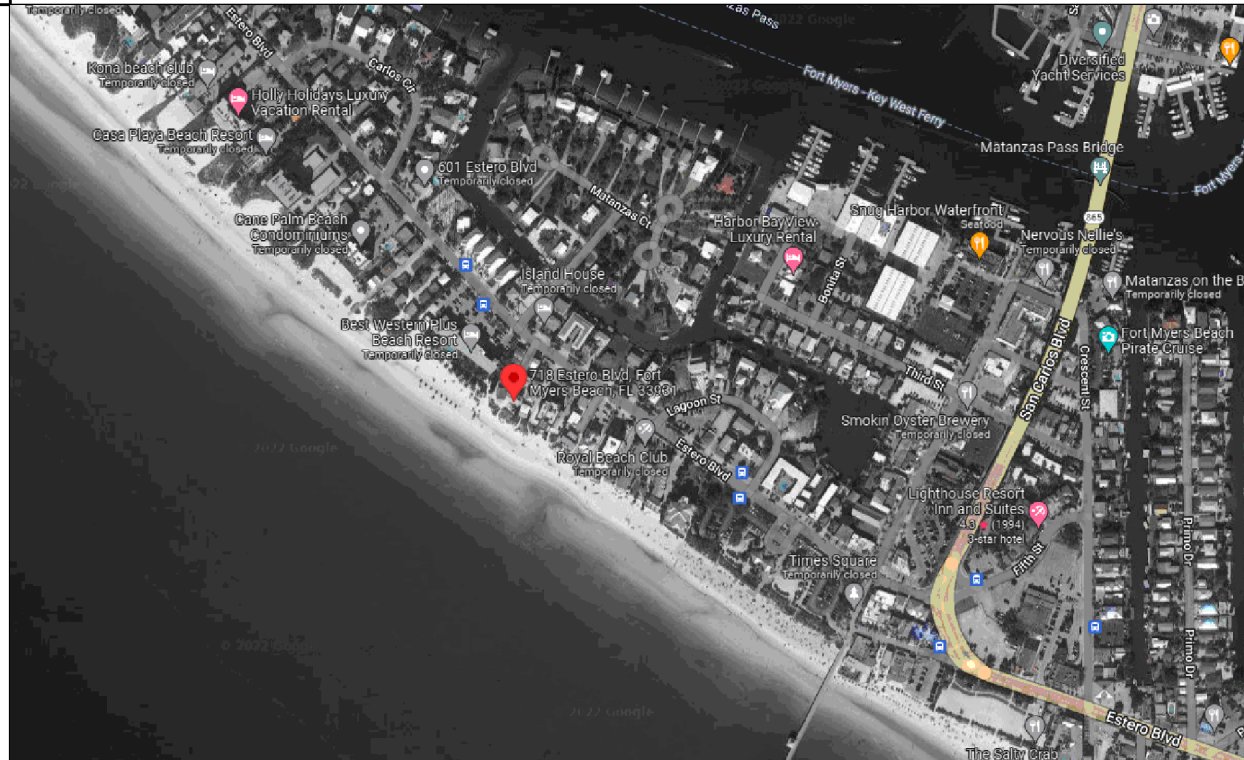
NOTES:

1. THIS SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP.
2. DESCRIPTION AS FURNISHED BY CLIENT. NO SEARCH OF THE PUBLIC RECORDS WAS CONDUCTED BY THIS FIRM.
3. BEARINGS ARE BASED ON PLAT OR DEED.
4. ELEVATIONS AS SHOWN ARE BASED ON N.A.V.D. 1988 DATUM UNLESS OTHERWISE STATED.
5. THERE ARE NO VISIBLE ENCROACHMENTS THAN AS SHOWN.
6. THERE MAY BE OTHER EASEMENTS NOT SHOWN HEREON RECORDED IN THE PUBLIC RECORDS OF THE GOVERNING COUNTY.
7. NO DETERMINATION OF HAZARDOUS WASTE MATERIALS HAVE BEEN MADE BY THIS FIRM.
8. LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES NOT SHOWN UNLESS OTHERWISE NOTED.
9. SIGNOR LIMITS LIABILITY ONLY UP TO THE COST OF SURVEY.
10. THIS SURVEY IS PROTECTED BY COPYRIGHT AND ALL RIGHTS ARE RESERVED.
11. SURVEY WAS BASED ON INFORMATION PROVIDED BY CLIENT AND EXISTING MONUMENTATION.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. THE FEMA FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED BY ANOTHER SOURCE.
14. PARCEL CONTAINS 9,629 SQUARE FEET, PLUS OR MINUS.
15. THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.
16. MEAN HIGH WATER LINE WAS ESTABLISHED BY THIS FIRM BY FIELD CREW USING GPS.
17. CONVERSION FOR PROJECT ARE: NAVD88 + 1.181' = NGVD29

LEGEND:

- (A) — ARC LENGTH
- A.C. — AIR CONDITIONER
- C — CABLE TV
- (C) — CALCULATED
- C.B. — CATCH BASIN
- CB — CHORD BEARING
- CH — CHORD DISTANCE
- F.C.M. — FOUND CONC. MONUMENT
- (D) — DEED
- B.O.B. — BASIS OF BEARINGS
- D.E. — DRAINAGE EASEMENT
- EL — ELEVATION
- E.O.P. — EDGE OF PAVEMENT
- F.H. — FIRE HYDRANT
- FND. — FOUND
- GV — GATE VALVE
- I.R. — IRON ROD
- G.W. — GUY WIRE
- (M) — MEASURED
- N&T — NAIL & TAB
- N.A.V.D. — NORTH AMERICAN VERTICAL DATUM (1988)
- N.T.S. — NOT TO SCALE
- (NR) — NOT RADIAL
- O.R. — OFFICIAL RECORD
- (P) — PLAT
- P.B. — PLAT BOOK
- P.C. — POINT OF CURVATURE
- P.C.C. — POINT OF COMPOUND CURVATURE
- P.C.P. — PERMANENT CONTROL POINT
- P.I. — POINT OF INTERSECT
- PG. — PAGE
- P.O.B. — POINT OF BEGINNING
- P.O.C. — POINT OF COMMENCEMENT
- P.P. — POWER POLE
- P.R.C. — POINT OF REVERSE CURVATURE
- P.R.M. — PERMANENT REFERENCE MONUMENT
- P.T. — POINT OF TANGENCY
- P.U.E. — PUBLIC UTILITY EASEMENT
- R — RADIUS
- (R) — RADIAL
- RNG. — RANGE
- R/W — RIGHT OF WAY
- SEC. — SECTION
- SET I.R. — SET 1/2" IRON ROD LB8427
- SPKD — SET PK NAIL AND DISC LB8427
- S.W. — SIDEWALK
- TELEPHONE BOX
- TWP. — TOWNSHIP
- U.P. — UTILITY PEDESTAL
- WATER METER
- DELTA ANGLE
- FIRE HYDRANT
- TEMPORARY BENCHMARK
- CENTERLINE
- WIRE FENCE
- WOOD FENCE
- OVERHEAD WIRES
- CONCRETE PAD
- EXISTING ELEVATION
- (X) — LOT NUMBER
- MHW — MEAN HIGH WATER
- MLW — MEAN LOW WATER

COMMUNITY PANEL NUMBER: 120673 / 12071C0554F DATE OF MAP: 08/28/2008 FLOOD ZONE: VE ELEVATION: 17.0'(NAVD88)



VICINITY MAP
N.T.S.

CERTIFIED TO:
Jim Zeller

LEGAL DESCRIPTION:

718 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931

Part of Lot 8, Unit 1, Island Shores, a Subdivision, according to the plat thereof recorded in the public records of Lee County, in Plat Book 9, at Page 24, to wit:

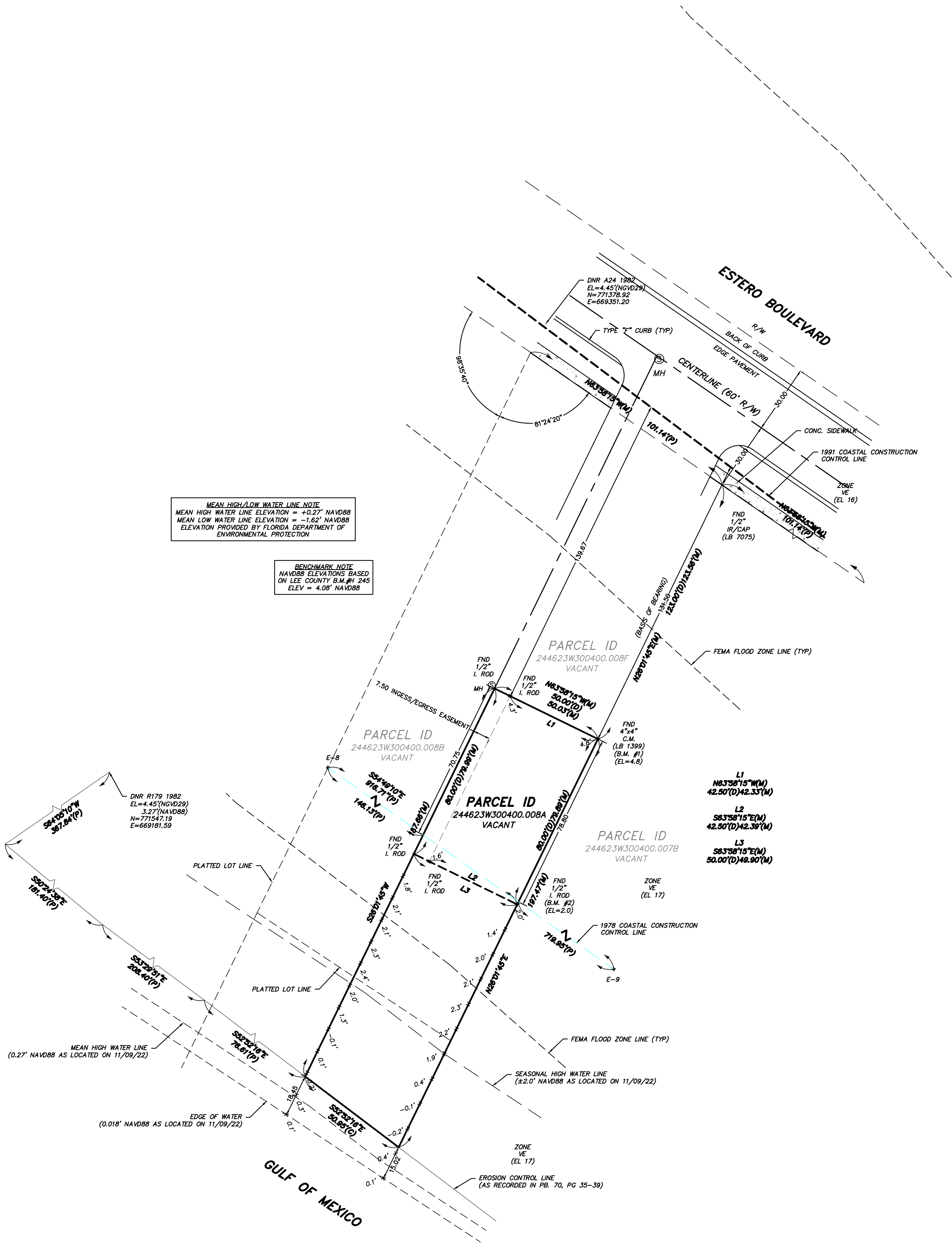
Beginning at a point in the common line of Lots 7 and 8, 123.00 feet Southwesterly of the Southwesterly line of Estero Boulevard which point is at the Southeastly corner of property conveyed by Howard A. Zeller to Robert H. and Edna Smith by deed dated December 24, 1969, and which point is marked by a concrete monument set in the ground, thence running at a right angle to the common line of Lots 7 and 8 in the Northwesterly direction a distance of 42 1/2' to a concrete monument set in the ground and thence continue in the same direction an additional 7 1/2' to an iron pipe set in the ground abutting the concrete collar manhole of a sanitary sewer manhole for a total of 50', thence running in a Southwesterly direction parallel to the common line of Lots 7 and 8 a distance of 80' to an iron rod set in the ground and thence continue in the same direction to the waters of the Gulf of Mexico, thence running Southeastly along said waters a distance of 50'± to the common line of Lots 7 and 8, thence running Northeastly along the common line of Lots 7 and 8 to the place of beginning. Together with any riparian rights thereto pertaining.

Subject to an easement for Ingress and Egress over and across a strip of land 7 1/2' wide on each side of the center line of Lot 8 for the common use of the owners of each side of Lot 8, and subject to restrictions of record and also subject to public easements.

The property hereby conveyed being part of the land conveyed by June Leonard, a widow, to Howard A. Zeller by deed dated January 16, 1967, and recorded in Book 392 at Page 268.

PART OF LOT 8, UNIT 1, ISLAND SHORES

PLAT BOOK 9, PAGE 24
SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST
TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA



MEAN HIGH WATER SURVEY
REVISED: 12/22/2023, ADDED 1978 C.C.L.

FIELD SURVEY	11/09/2022	DATE:	11/22/2022
CREW CHIEF	O. DELGADO		
DRAWN BY	J. KNORR		
SCALE	1" = 30'		
ELITE JOB NO	220925		
SHEET: 1 OF 1			
Reviewed and Approved By:			
(SIGNED) John Robert Avery III, P.S.M. Professional Surveyor & Mapper State of Florida License No. 5298 Not a Surveyor or Mapper Adobe Electronic Signature of John Robert Avery III, P.S.M.			
ELITE SURVEYING 4371 NOCATEE LANE, FORT MYERS, FL 33905 239-362-3928(OFFICE) INFO@ELITESURVEYING.NET LB8427			
I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY DIRECTION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 472.027, OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATION CODE. NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY. NO ABSTRACT WAS REVIEWED. NO TITLE OPINION EXPRESSED.			

1. **Request:**

Meeting Date: April 1, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE VAR20240027, REQUESTING A 4-FOOT VARIANCE FROM SEC. 34-638(5)(A)(1) WHICH REQUIRES AN ADDITIONAL 12- FEET OF STREET SETBACKS FOR RESIDENCES WIDER THAN 65- FEET, INSTEAD PROVIDING AN ADDITIONAL 8- FEET OF STREET SETBACK FOR THE PROPERTY LOCATED AT 250 TROPICAL SHORES WAY; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The applicant would need to reduce the proposed area of the home to meet additional setbacks required for structures that are wider than 65-feet.

What the action accomplishes:

The house would be able to be constructed, as designed with the proposed pool in the rear of the house, without the reduction to setbacks the house would either need to reduce the pool size or the footprint of the primary structure to meet the additional setbacks.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Jason Smalley, Senior Planner

5. **Background:**

The applicant(s) for 250 Tropical Shores Wy., are requesting a variance from sec. 34-638(d)(5)(a)(1) which requires that residences which are greater than 65-feet in width provide additional setbacks of 12-feet for that area which is greater than the 65-foot maximum width. The applicant has proposed to provide 8-feet of additional setback which would require a variance of 4-feet from that code section.

Attachments:

1. 24-58, 250 Tropical Shores Way
2. Council Staff Report
3. Exhibit A - Plans
4. Exhibit B - Complete Application
5. Exhibit C - LPA AND TC postcard

Financial Impact:

N/A

6. **Alternative Action**

Approve with conditions

7. **Management Recommendations:**

N/A

8. **Recommended Approval:**

Sarah Propst, Planning & Zoning

Created/Initiated - 3/27/2024

nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Approved - 3/27/2024
Approved - 3/27/2024
Final Approval - 3/27/2024

RESOLUTION 24-58

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VAR20240027, A VARIANCE FROM LDC SECTION 34-638(D)(5)(A)(1) REQUESTING A 4-FOOT REDUCTION OF THE ADDITIONAL STREET SETBACKS FOR STRUCTURES WIDER THAN 65-FEET, IN THE RC ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 250 TROPICAL SHORES WAY; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, applicant Bradley A. and Katrina M. Voyles Trust is requesting a variance from LDC 34-638(d)(5)(a)(1) which requires all single-family structures wider than 65-feet to provide an additional 12-feet of street setback.

WHEREAS, the STRAP number for the subject property is 19-46-24-W3-00451.0370 and is known as Lot 31, northern 50-feet of Lot 15 and southern 60-feet of Lot 16, in the T.P. Hill's Subdivision; and

WHEREAS, the Property is located in the "Mixed Residential" category of the Future Land Use Map of the Comprehensive Plan and the "Residential Conservation" (RC) zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on March 12, 2024, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons, as required by Section 34-87 of the LDC. The LPA voted 6-0 with one member recusing themselves to recommend APPROVAL WITH CONDITIONS of the variance; and

WHEREAS, on April 1, 2024 the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by 34-87 of the LDC; and

WHEREAS, the Town Council determined it is in the best interest of the Town to approve/ approve with conditions/ deny the request.

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

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

Section 2. The Town Council determines the Applicant did/ did not meet its burden of proof that the requested Variances do/ do not meet the requirements of the Town Comprehensive Plan and LDC and approving/ approving with conditions/ denying the variance is in the best interest of the Town. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties and public, the Town Council APPROVES/ APPROVES WITH CONDITIONS/ DENIES the variances from sec. 34-638(d)(5)(a)(1) to reduce the additional 12-foot street setback for single-family structures wider than 65-feet, providing 8-feet of additional setback a difference of 4-feet.

Section 3. In approving/ approving with conditions/ denying the Variance, the Town Council makes the following findings and conclusions in accordance with the requirements of Section 34-87 of the LDC:

- A. There are/ are not exceptional or extraordinary conditions or circumstances that are inherent to the property in question, and the request is/ is not for a de minimis variance under circumstances or conditions where rigid compliance is not essential to protect public policy.
- B. The conditions justifying approval of the variance are/ are not the result of actions of the Applicant taken after the adoption of the regulation in question.
- C. The variance is/ is not the minimum variance that will relieve the Applicant of an unreasonable burden caused by the application of the regulation to the Property.
- D. The granting of the variance will/ will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
- E. The conditions or circumstances on the Property are/ are not of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.

Section 4. If the Town Council approves the requested variance, the following conditions of approval are imposed on the Applicant and the Property:

- A. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.

- B. Should the home be demolished and the site redeveloped, the approved variances will become null and void and the new structure will be expected to be build to meet the codes at the time of review.

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	_____
Scott Safford, Council Member	_____
Karen Woodson, Council Member	_____

ADOPTED this 1st day of April 2024 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 April 2024.



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

TYPE OF CASE: Variance

CASE NUMBER: VAR20240027

CASE NAME: 250 Tropical Shores Way; an RC zoned property requesting a 4-foot variance from LDC Section 34-638(d)(5)(a)(1) that requires an additional 12-foot setback for portions of a residence wider than 65-feet.

COUNCIL HEARING DATE: April 1, 2024, at 9 AM

STAFF RECOMMENDATION: DENIAL

**PREPARED/
SUBMITTED BY:** Jason Smalley- Senior Planner

LPA OUTCOME

During the LPA meeting the only discussion was related to staff analysis that the Town's objectives to control the massing and architectural "movement" of a residential structure in sec. 34-638(d)(5) could be refined to provide more clarity and flexibility to homeowners.

The LPA recommended approval to the Town Council by a 6-0 vote, with one member recusing themselves from the vote.

I. APPLICATION SUMMARY

Applicant/Owner: Ken Gallander/ Bradley A. and Katrina M. Voyles Trust

Request: The applicant is requesting a 4-foot reduction of the required additional 12-feet of setback for residences which are greater than 65-feet wide; the plan proposes a 33-foot setback where a front setback of 37-feet is required.

Subject property: See attached site plan

Physical Address: 250 Tropical Shores Way
STRAP #: 19-46-24-W3-00451.0370
FLU: Mixed Residential
Zoning: Residential Conservation (RC)

Adjacent zoning and land uses:

North: RESIDENTIAL CONSERVATION (RC)
Single-Family Residential
South: RESIDENTIAL CONSERVATION (RC)
Single-Family Residential
East: Community Facility
Open Space
West: RESIDENTIAL CONSERVATION (RC)
Single-Family Residential

II. BACKGROUND AND ANALYSIS

Background:

The applicant(s) for 250 Tropical Shores Way, are requesting a variance from sec. 34-638(d)(5)(a)(1) which requires that residences which are greater than 65-feet in width provide additional setbacks of 12-feet for that area which is greater than the 65-foot maximum width. The applicant has proposed to provide 8-feet of additional setback which would require a variance of 4-feet from that code section.

The applicant asserts that requiring them to re-design the home to meet a 65-foot width would constitute a hardship based on additional engineering and site-planning time. The design that the applicant proposes, according to the narrative statement, was developed prior to recent changes to sec. 34-638(d)(5)(a)(1) [ord. 23-02; 2/21/23]. However, this ordinance was adopted in February of 2022 through ordinance 22-01.

Analysis:

The purpose of the RC zoning district is to recognize certain older neighborhoods that had been zoned for duplex, multifamily, or mobile home purposes prior to incorporation of the town. The applicant's lot is one of the three largest lots by area on Tropical Shores. The subject property is a water lot that is rectangular and is within a single-family neighborhood. The lot has a depth of approximately 110-feet and a width of approximately 112-feet, requiring a street setback of 25-feet, side

setbacks of 10-feet, and rear setbacks of 25-feet. Prior to Hurricane Ian, the property had a single-family home on it, this was demolished in 2023.

The applicant is requesting to reduce the additional 12-feet of street setback required in sec. 34-638(d)(5)(a)(1) and provide 8-feet, a difference of 4-feet. The applicant's narrative states that the homeowner has contemplated moving the structure further back into the property to accommodate the additional setbacks, but that change would cause undue hardship including reduction of the pool/ deck area in the rear, or large structural redesigns if the front entryway were shortened. Aside from the requested variances to setbacks. The applicant's site plan meets side and rear setbacks as called-for in the Land Development Code.

Neighborhood Compatibility:

The lot sits within an RC zoned neighborhood, close to the bay-side, the wider neighborhood development pattern is entirely single-family homes, with many of the lots having pools, the general proposed design of the applicant's structure isn't out of line with the wider neighborhood, but the proposed structure will be visually larger than a vast majority of the home which still exist, or could conceivably be redeveloped on Tropical Shores Way.

The proposed development maximizes the building coverage of 40-percent (39.9% proposed). The applicant has not provided staff a proposed impervious calculation in their design, but they would be required to provide the minimum amount of open space, 33% of the lot as required by the LDC.

Findings and Conclusions:

LDC Sec. 34-87 sets forth the required findings and conclusions for the approval of a variance:

- a. *That there are/**are not** exceptional or extraordinary conditions or circumstances that are inherent to the property in question, or that the request **is/is not** for a de minimis variance under circumstances or conditions where rigid compliance is not essential to protect public policy.*

The proposed footprint is a choice by the applicant to develop a home which will maximize the buildable footprint of the lot, this is not an extraordinary circumstance, simply a design choice. While the home could be redesigned to accommodate the requirements of additional setbacks, staff cannot make a determination as to whether requesting less of a setback variance is feasible without bringing the structure into complete compliance with the LDC.

- b. *That the conditions justifying the variance **are/are not** the result of actions of the applicant taken after the adoption of the regulation in question.*

Sec. 34-638(d)(5)(a)(1) has been in the code since February 2022 (ord. 22-01), the additional setbacks were in-effect prior to the storm, and ostensibly were recognized during the design phase of the homeowner's structure.

- c. *That the variance granted is/is **not** the minimum variance that will relieve that applicant of an unreasonable burden caused by the application of the regulation in question to this property.*

The variance request largely stems from the development of a structure length greater than 65-feet, is a design choice and is the sole reason that the applicant requires a variance.

- d. *That the granting of the variance will/**will not** be injurious to the neighborhood or otherwise detrimental to the public welfare; and*

The proposed structure will have to provide maximum side setbacks of 10-feet, but staff cannot accurately determine whether a structure of this size, with less than the additional 12-feet of required setbacks would be injurious to the wider neighborhood. All other aspects of the redevelopment will be required to meet minimum LDC code requirements.

- e. *That the conditions or circumstances on the specific piece of property for which the variance is sought **are**/are not of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.*

Staff recognizes changes to this code language could provide additional flexibility and still accomplish the desired architectural standards to minimize impacts of massive structures in residential neighborhoods.

III. RECOMMENDATION

Staff has reviewed the request for a variance *from LDC Section 34-638(d)(5)(a)(1) to reduce required setbacks for residences wider than 65-feet*, and found that the variances requested do not meet the requirements set forth in sec. 34-87.

Therefore, staff recommends **DENIAL** of VAR20240027, a request for a variance of 4-feet from the additional setbacks required for structures wider than 65-feet.

IV. CONDITIONS FOR APPROVAL

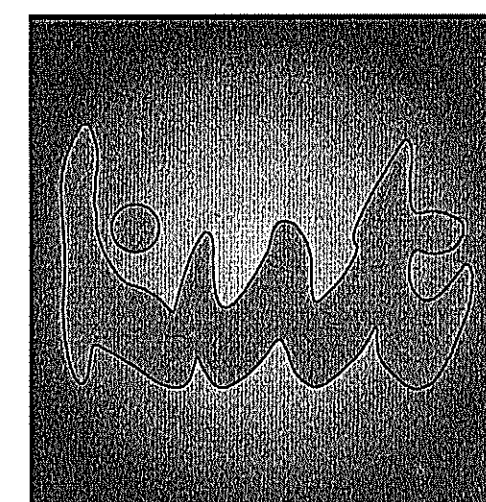
If the Town's LPA recommends approval for the variance, town's staff recommends the following conditions of approval.

- 1) Should the home be demolished and the site redeveloped, the approved variances will become null and void and the new structure will be expected to be build to meet the codes at the time of review.

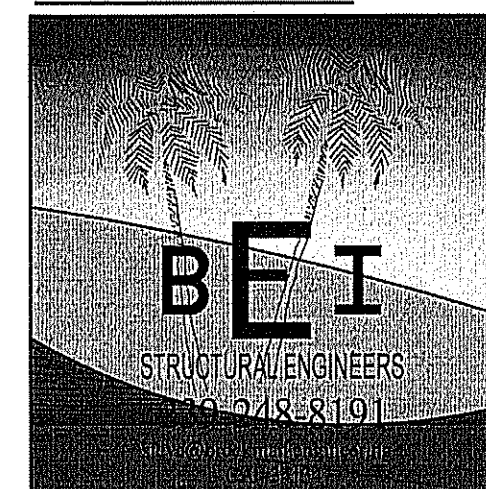
- 2) Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.

V. EXHIBITS

- A. Site Plans
- B. Complete application
- C. Adjacent Neighbor Postcards

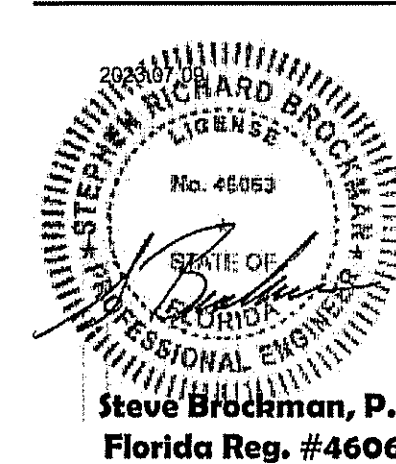


E-Mail kfrhea@gmail.com
Cell 321-356-0980
In coordination with:

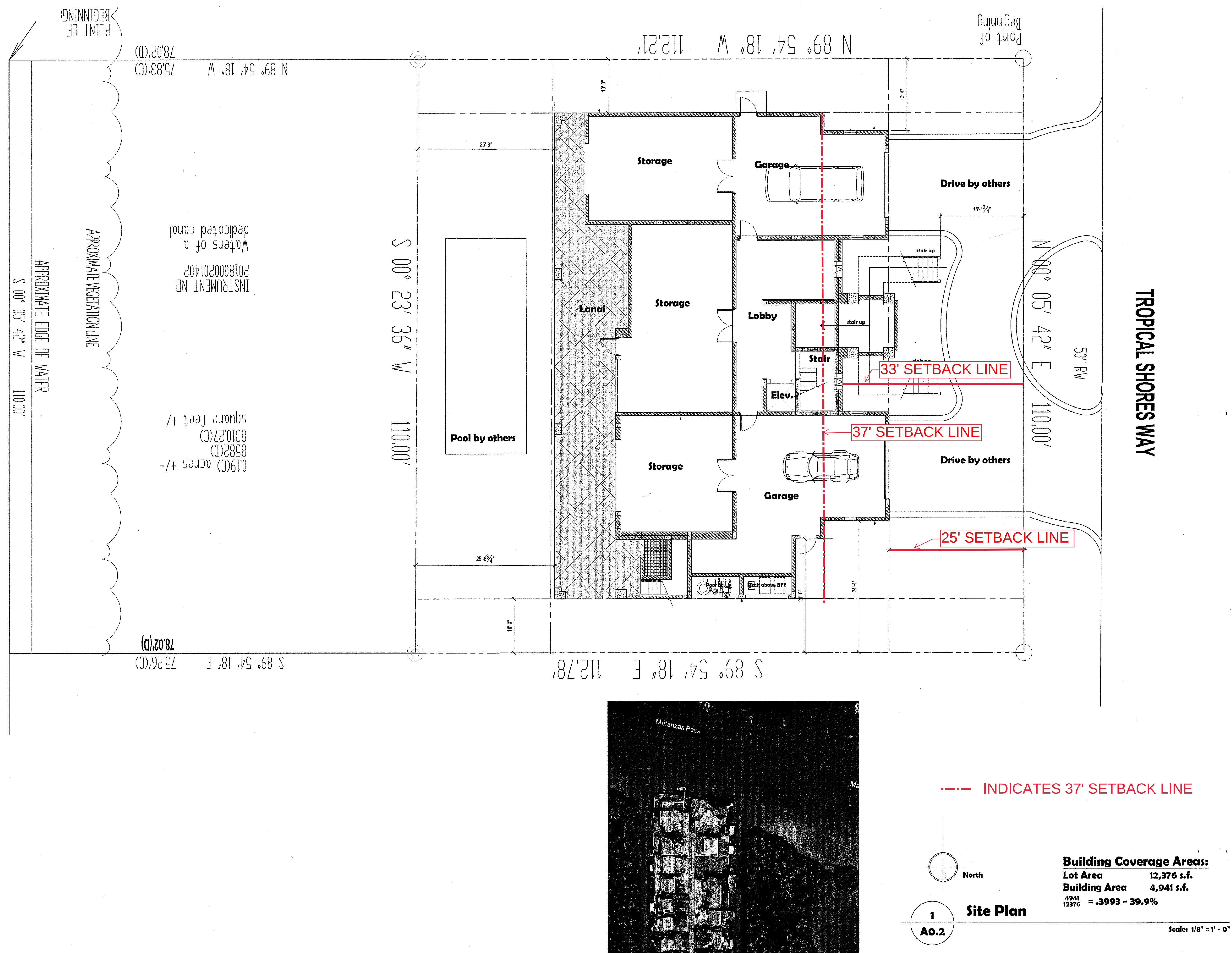


Permit 2023-05-3

**Katrina &
Brad Voyles**
250 Tropical Shores
Fort Myers Beach, Fl.



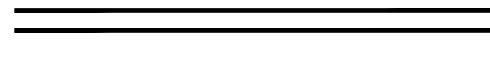
Ao.2



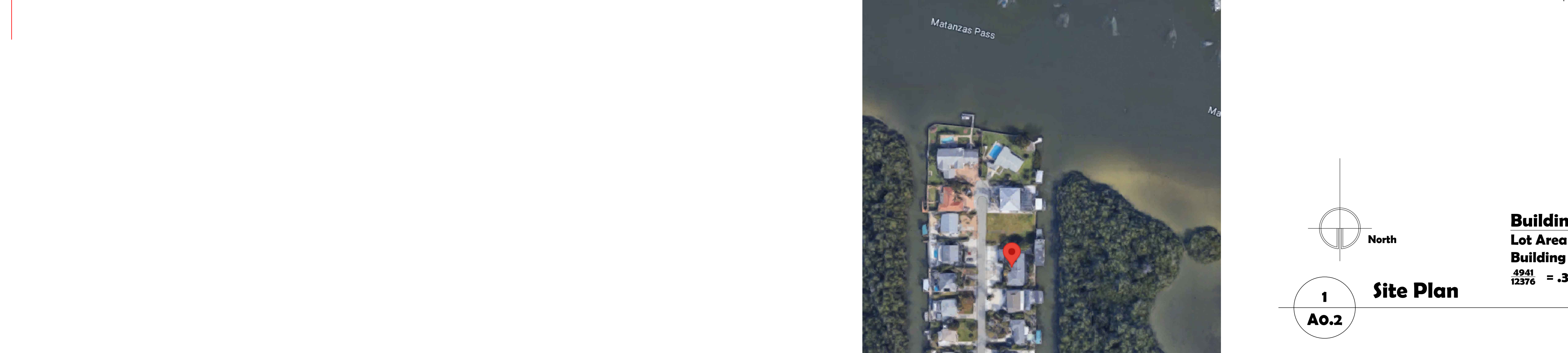


Permit 2023-05-31

**Katrina &
Brad Voyles**
250 Tropical Shores
Fort Myers Beach, Fl.



Ao.2



Building Coverage Areas:

Lot Area	12,376 s.f.
-----------------	--------------------

Building Area 4,941 s.f.

$$\frac{4941}{12376} = .3993 - 39.9\%$$

Scale: 1/8" = 1' - 0'

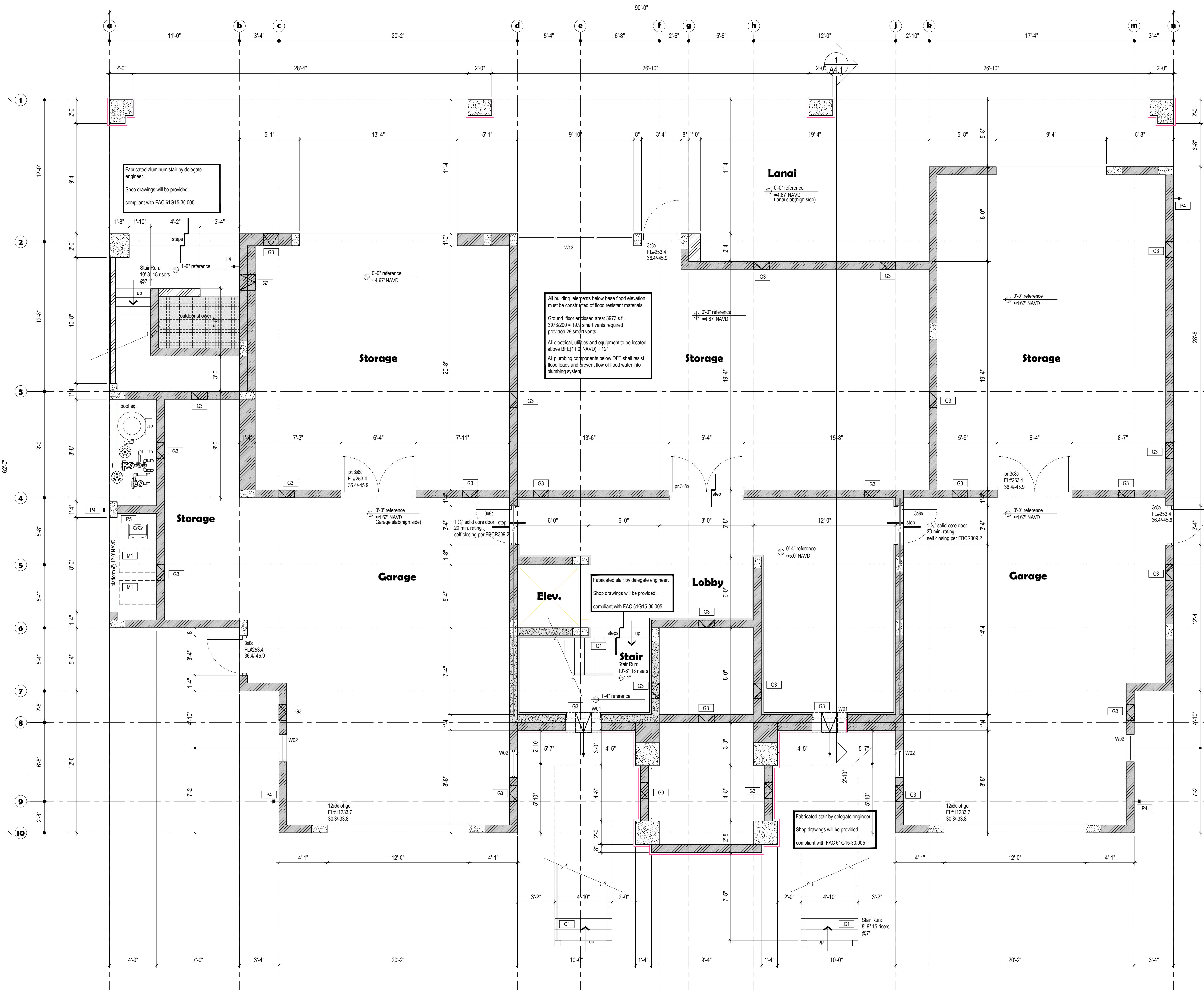
North

1

A0.2

Site Plan

Scale: 1/8" = 1' - 0'



Floor Plan General Notes:

Verify floor elevations w/ flood requirements.

All exterior windows are dimensioned to center line and the required opening is determined by the window manufacturer, U.O.N.

All handrails and guard rails to be 36" a.f.f. u.n.o. designed and installed to not allow the passage of a 4" sphere, provide toe railing as required, max 2" a.f.f. coordinate final material, design, and finish with owner. handrails and guards must comply with all the requirements of the current Florida Building Code.

Provide metal thresholds at doors leading to the garage, and all exterior doors, U.O.N.

Coordinate attic access locations w/ final truss layout.

See structural drawings for all load bearing wall, column and filled cell locations.

Extend poured slab edge @ exterior doors 1 1/2" beyond stem wall, U.O.N.

Verify electric and alc chase locations w/ electrical and mechanical contractor.

For walls that abut non-conditioned space use "Densarmor"
For walls that are in direct contact with wet areas: use "Densarmor plus"
For walls and ceiling at a tub/shower use cement board sheathing w/ tile finish selected by the owner.

All appliances, fixtures, cabinetry, hardware, and accessories are selected by the owner.

Provide a minimum 4" jamb return on the strike side of all interior doors

Legend:

Typical masonry wall:

8" nominal - Continuous 8x16 concrete tie beam W/ (2) - #5's Top and (2) #5's bottom. Use #3 Strups @ 6" O.C. over all openings.(UON)

infill wall - non-structural.

8" nominal CIP wall

Typical interior partition 2x framing 16" O.C. 2x6 Minimum wall framing(wet wall)

Separation required. FBC R302.6 see fire rating notes.

water closet

lavatory and vanity as selected by the owner

water closet

lavatory and vanity as selected by the owner

water closet

lavatory and vanity as selected by the owner

water closet

lavatory and vanity as selected by the owner

water closet

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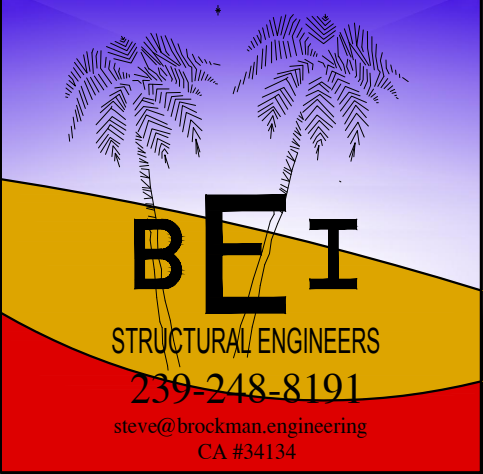
Window schedule				
ID	Type	Opening WxH	Design pressure +/-	Product approval #
W01	fixed	18" radius	40.7/-54.5	FLR243.5
W02	fixed	5'-4" x 2'-4"	38.8/-50.8	FLR243.5
W03	fixed Witransom	7'-6" x 2'-4"	38.8/-50.8	FLR243.5
W04	fixed	2'-4" x 2'-8"	40.7/-54.5	FLR243.5
W05	fixed	8'-0" x 2'-8"	38.8/-50.8	FLR243.5
W06	fixed	4'-4" x 2'-0"	40.7/-54.5	FLR243.5
W07	single hung Witransom	3'-0" x 7'-6"	36.4/-45.9	FLR239.4
W08	fixed	2'-4" x 3'-8"	40.7/-54.5	FLR243.5
W09	fixed	2'-4" x 1'-10"	40.7/-54.5	FLR243.5
W10	fixed	2'-4" x 4'-4"	40.7/-54.5	FLR243.5
W11	fixed	5'-4" x 2'-4"	38.8/-50.8	FLR243.5
W12	fixed(2-panel)	4'-4" x 3'-0"	38.8/-50.8	FLR243.5
W13	fixed(3-panel)	9'-10" x 7'-10"	34.6/-42.3	FLR243.5
1. See elevations for layout and configurations. 2. Installation details per manufacturer. See waterproofing requirements. Install per manufacturers written specifications. manufacturer is to provide a schedule and report any size discrepancies. 3. Windows are subject change in exact size per manufacturer recommendations. 4. Required openings will be determined by the window manufacturer.				



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In coordination with:



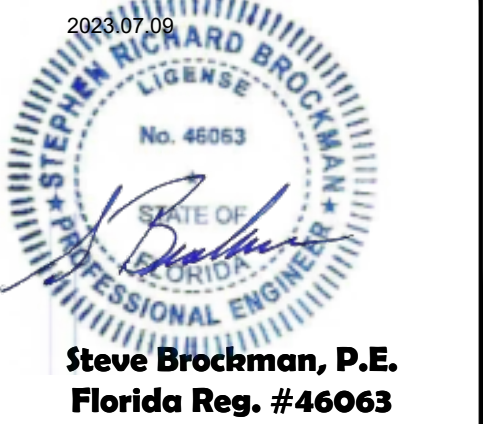
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steve@brookman-engineering.com

CA #31134

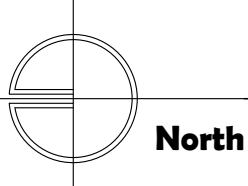
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250 Tropical Shores
Fort Myers Beach, FL.



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Florida Reg. #46063

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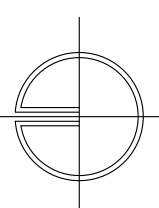
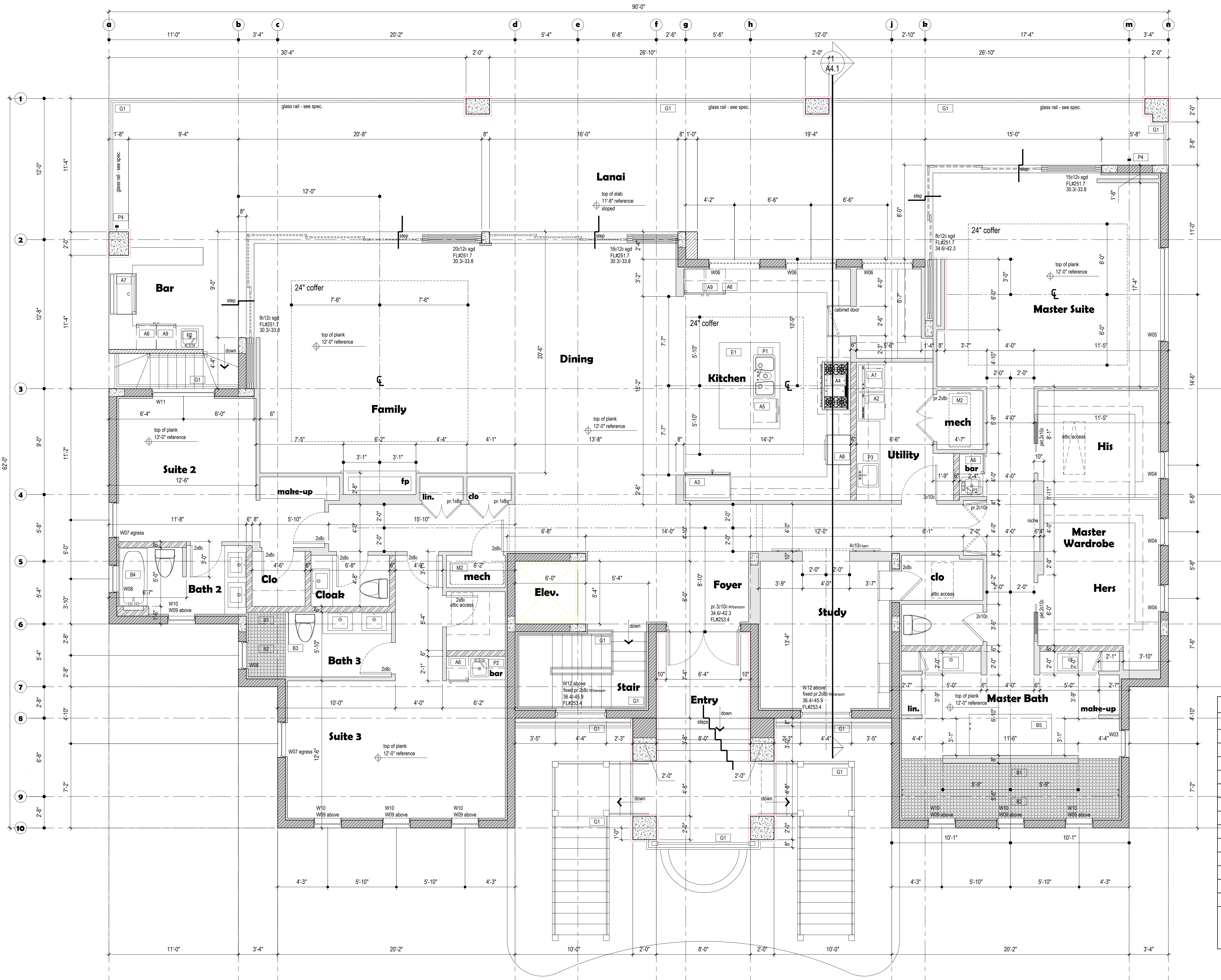


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A1.1

Grade Level Plan

Scale: 1/4" = 1' - 0"



1
A1.2

1st Level Plan

Scale: 1/4" = 1' - 0"

Floor Plan General Notes:

- Verify floor elevations w/ flood requirements.
- All exterior windows are dimensioned to center line and the required opening is determined by the window manufacturer, U.N.O.
- All handrails and guard rails to be 36" a.f.f. u.n.o. designed and installed to not allow the passage of a 4" sphere, provide toe railing as required, max 2" a.f.f. coordinate final material, design, and finish with owner. handrails and guards must comply with all the requirements of the current Florida Building Code.
- Provide metal thresholds at doors leading to the garage, and all exterior doors, U.O.N.
- Coordinate attic access locations w/ final truss layout.
- See structural drawings for all load bearing wall, column and filled cell locations.
- Extend poured slab edge @ exterior doors 1 1/2" beyond stem wall, U.O.N.
- Verify electric and a/c chase locations w/ electrical and mechanical contractor.
- For walls that abut non-conditioned space use "Densarmor"
- For walls that are in direct contact with wet areas: use "Densarmor plus"
- For walls and ceiling at a tub/shower use cement board sheathing w/ tile finish selected by the owner.
- All appliances, fixtures, cabinetry, hardware, and accessories are selected by the owner.
- Provide a minimum 4" jamb return on the strike side of all interior doors

Legend:

- Typical masonry wall:
- 8" nominal - Continuous 8x16 concrete tie beam W (2) - #5's Top and (2) #5's bottom. Use #3 Stirrups @ 6" O.C. over all openings.(UON)
- infill wall - non-structural.
- 8" nominal CIP wall
- Typical interior partition 2x framing 16" O.C. 2x6 Minimum wall framing(wet wall)
- Separation required. FBC R302.6 see fire rating notes.
- water closet
- lavatory and vanity as selected by the owner

Floor Plan Keynotes :

- A: APPLIANCES**
 - A1 Washer
 - A2 Dryer - vent to exterior.
 - A3 Refrigerator/Freezer
 - A4 Cook-top - final size TBD - With hood and exhaust fan OPENING Through wall, verify final opening height and diameter with hood and exhaust fan specs. provide 2" min. clearance to all combustibles.
 - A5 Dishwasher.
 - A6 Under counter refrigerator.
 - A7 Grill.
 - A8 Oven(s)
 - A9 Ice machine
- B: BATH/ SHOWER**
 - B1 Shower seat
 - B2 Typical cement board sheathing all tub/shower and wet areas w/ tile finish @ walls and ceiling.
 - B3 Temp. glass door and/or enclosure typical @ shower.
 - B4 Tub/shower.
 - B5 Jacuzzi/sealing tub
- E: ELECTRICAL**
 - E1 Allow for electrical chase to kitchen island.
- G: GENERAL**
 - G1 Hand railing system - 36" AFF - handrail and installed so as to not allow the passage of a 4" sphere, toe railing as req'd, max 2" a.f.f. coord. final material, design, and finish with owner.
 - G2 Hydrostatic vent "SMARTVENT"
- M: MECHANICAL**
 - M1 Condensing unit location - above BFE as noted.
 - M2 AHU.
- P: PLUMBING**
 - P1 Sink with disposal.
 - P2 Bar sink
 - P3 Laundry tub
 - P4 Hose Bib
 - P5 Gas water heater

Window schedule				
ID	Type	Opening WxH	Design pressure +/-	Product approval #
W01	fixed	18" radius	40.7/-54.5	FLR243.5
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1. See elevations for layout and configurations.

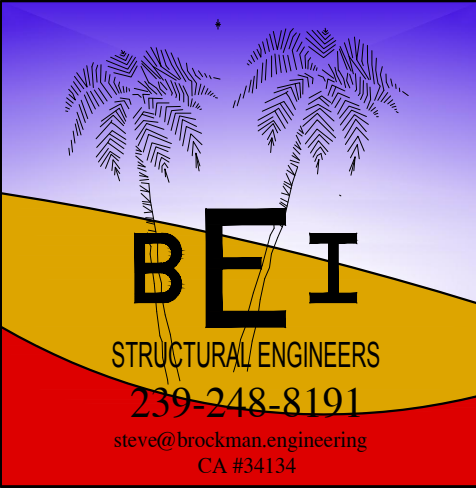
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3. Windows are subject change in exact size per manufacturer recommendations.

4. Required openings will be determined by the window manufacturer.

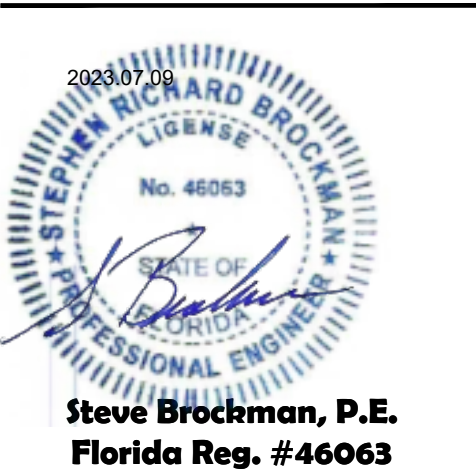


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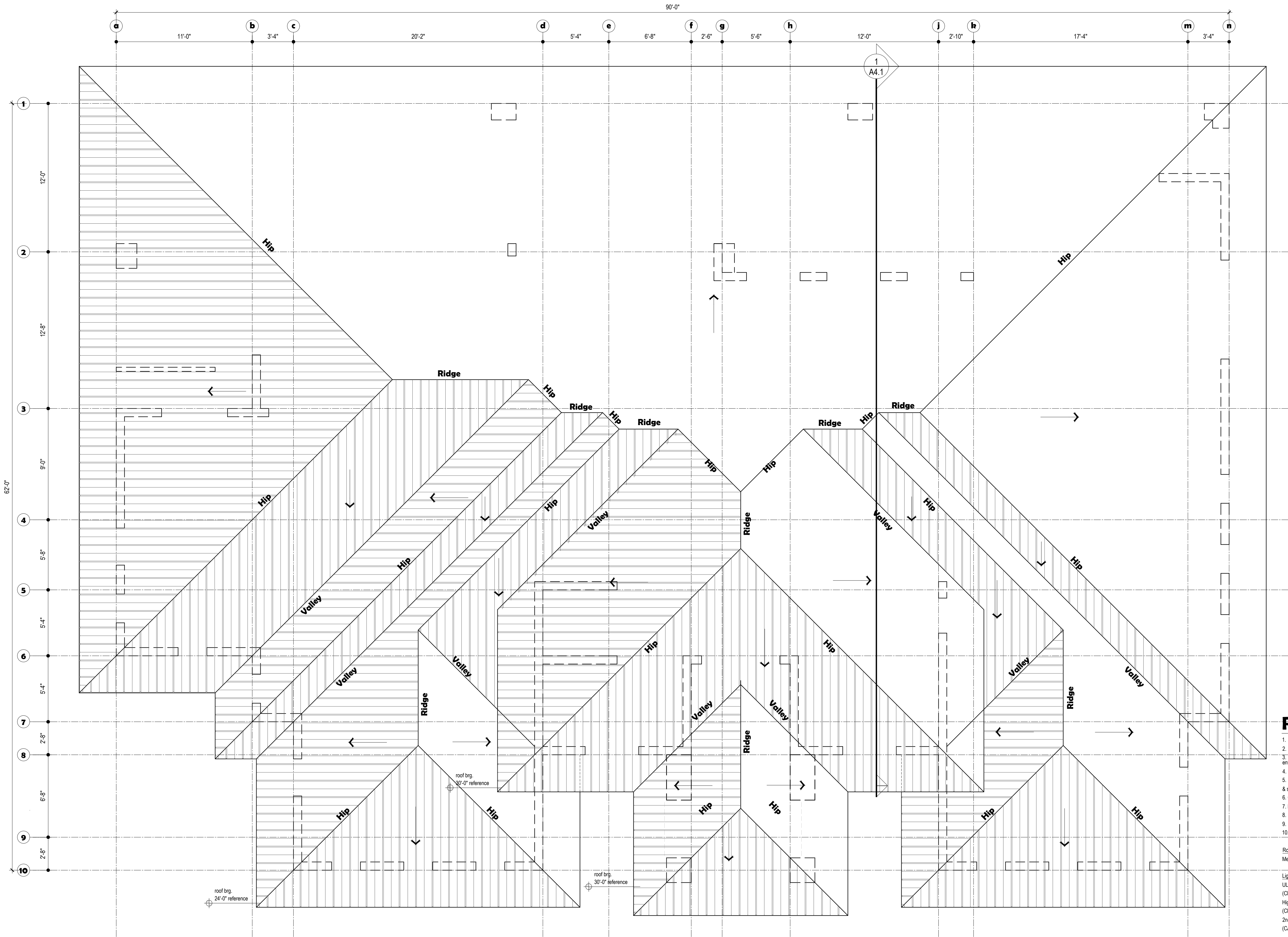
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A1.2

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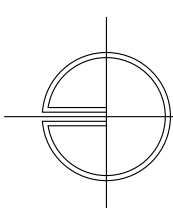
Roof Plan Notes:

1. All overhangs are 3'-0" unless noted otherwise.
2. Roof pitches are 5:12 slope or as noted on the elevations.
3. Condensate lines and roof downsouts to discharge min. 1'-0" away from exterior of the building envelop.
4. SLOPE ALL Horizontal Surfaces (Roofs/Floors) AS SHOWN MIN. 1/4" FT.
5. Roof flashing SHALL meet the requirements of Section 1503.2.1 of the FBC(building) & section 903.2.1 of the FBC(residential) 2020 7th edition.
6. Gutters :optional . Verify with owner
7. Roof ventilation (NA)
8. INSTALL "POLYSTICK TU" peel & stick membrane per manufacturer's specifications.
9. Install aluminum flashing's, counter flashing's, valleys and off ridge vents
10. Strip all flanges with membrane and plastic roof cement.

Roof Cover Material:
Metal(Standing Seam) installed per manufacturers written instructions, color as selected by owner

Lightning Protection:
UL LISTED, Master label lightning protection system -
(CLASS 1 - COPPER)
High voltage surge errestor @ METER -
(CLASS 3 UNIT).
2nd stage high voltage surge errestors @ sub-panels in garage and m/e rooms -
(CATEGORY 'B').

Flashing Specification:
Galvanized metal:
26 GA. Valleys & counter flashing
24 GA. Copings
Aluminum:
26 GA. aluminum continuous eave drip, factory painted, color as selected by owner.
Stainless steel:
28 GA all flashing components



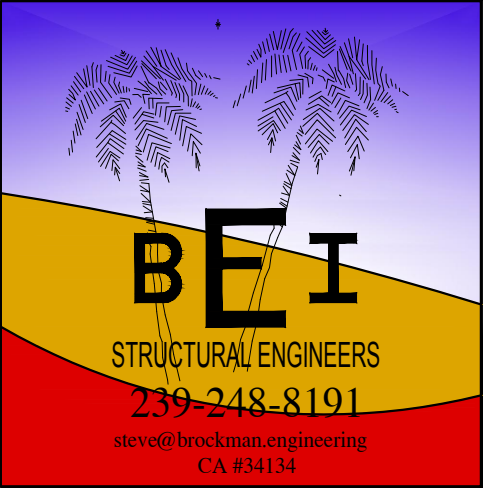
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Roof Plan

Scale: 1/4" = 1' - 0"

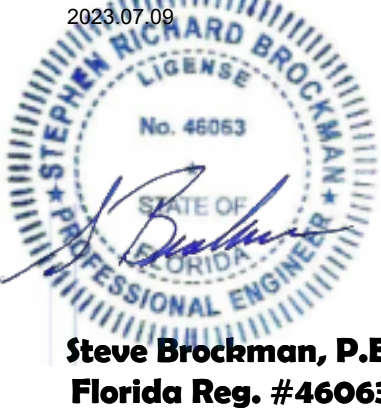


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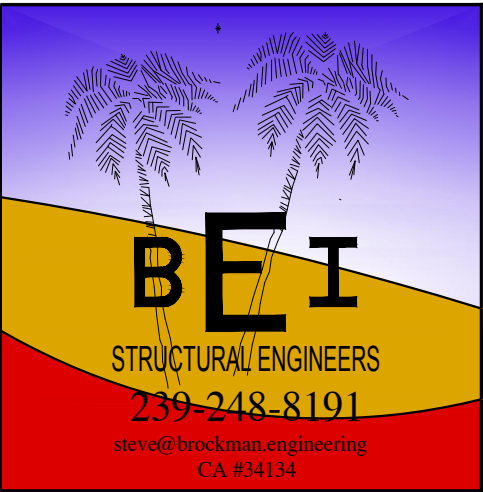


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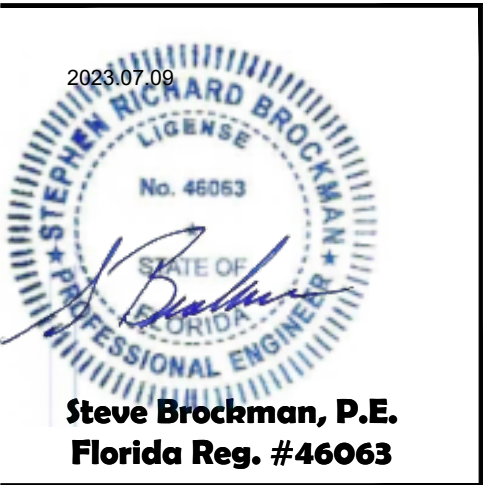


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A3.1



1 Front (West) Elevation
A3.1 Elevation Keynotes: Scale: 1/4" = 1' - 0"

- a Metal roof cover
- b not used
- c Lap siding finish(stucco)
- d Stucco finish(smooth)
- e Stone/tile finish
- f Decorative bracket
- g Decorative awning
- h Fabricated canopy



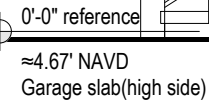
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A3.2



2

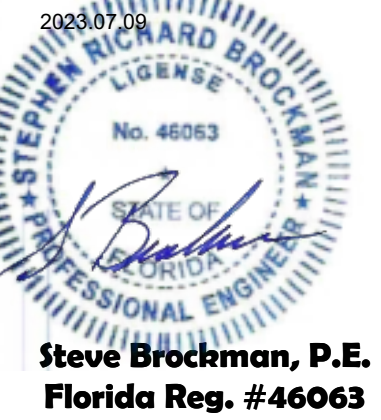
A3.2

Right (South) Elevation

Scale: 1/4" = 1' - 0"

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A3.3





4
A3.4

Rear (East) Elevation

Glass Railing Specification

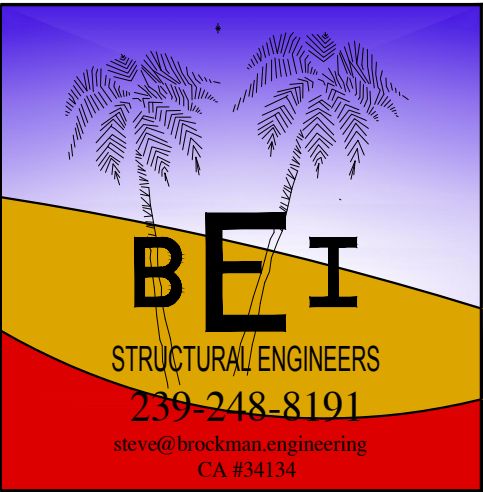
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R308.4.4 GLAZING IN GUARDS AND RAILINGS
Glazing in guards and railings, including structural baluster panels and non-structural infill panels regardless of area or height above a walking surface shall be considered a hazardous location.

- R308.6.2 PERMITTED MATERIALS
The following types of glazing may be used:
1. Laminated Glass with a minimum 0.015-inch (0.38 mm) polyvinyl interlayer for glass panes 16 square feet (1.5m²) or less in areas located such that the highest point of glass is not more than 12 feet (3656 mm) above a walking surface or other accessible area; for higher or larger sizes the minimum interlayer thickness shall be 0.030 inch or (0.76mm).
 2. Fully tempered glass.
 3. Heat-strengthened glass.
 4. Wired glass.
 5. Approved rigid plastics.



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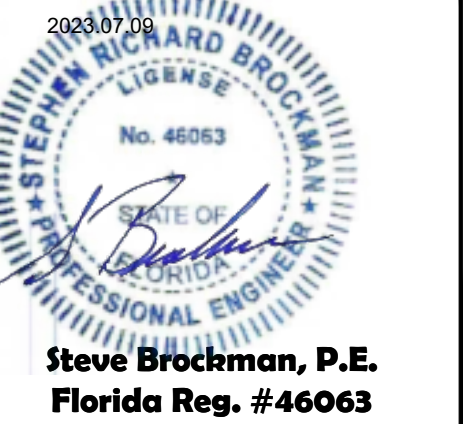


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A3.4

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A4.1



Water proofing spec.

Window & Door installation:

- Coordinate compatibility of all products with other products used within the assembly, including, but not limited to, all sealants and interior and exterior finishes that come in contact with these products.

- Protect all products against atmospheric and uv exposure per manufacturer's written instructions.

1. Unprotected exterior wall assembly:
- Masonry construction
 - Frame assembly - install tygar weather resistant barrier membrane per manufacturer's written instructions (contractor to submit alternative to architect for review) at sides and bottom of openings hold tygar back 2" from edge of opening to allow prosoco r-guard "fast flash" to be applied directly to the sheathing for the first 2".

- 1a. Prepare rough opening - see prosoco r-guard system for manufacturer's written instructions.

2. PT Buck:
- See structural for attachment.

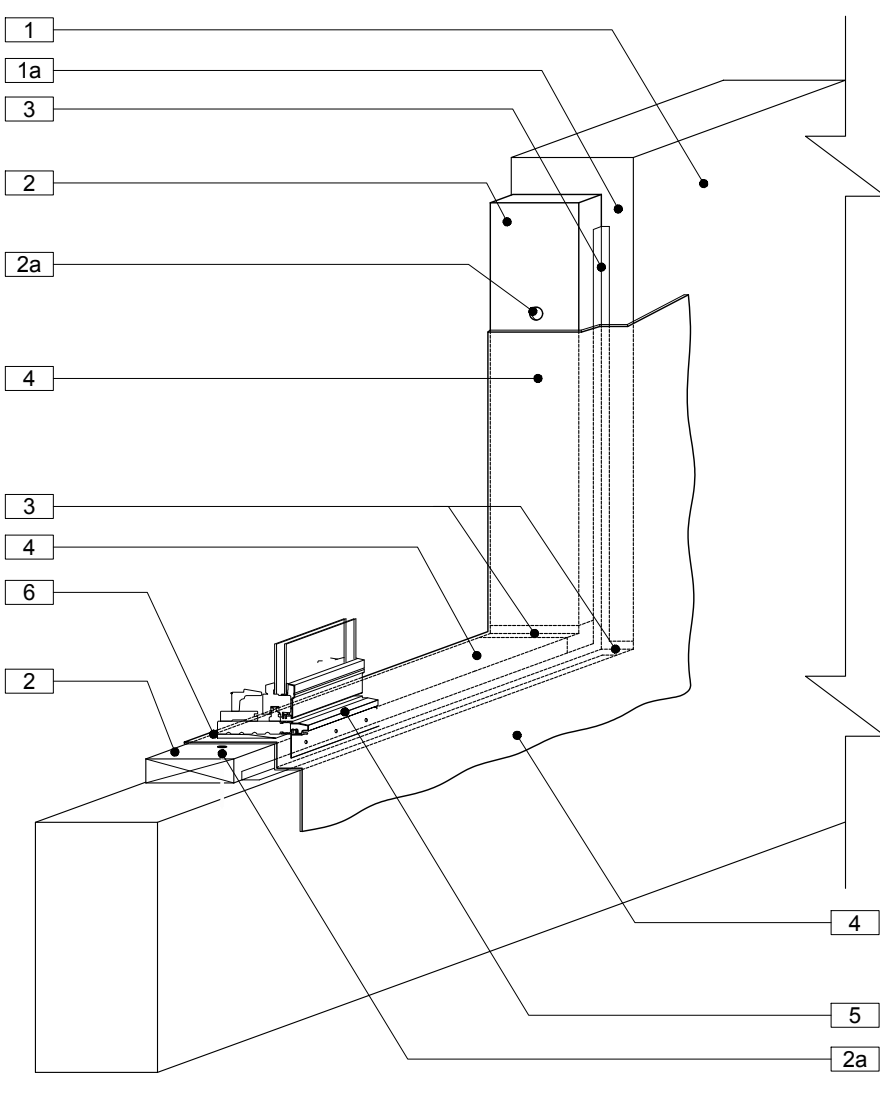
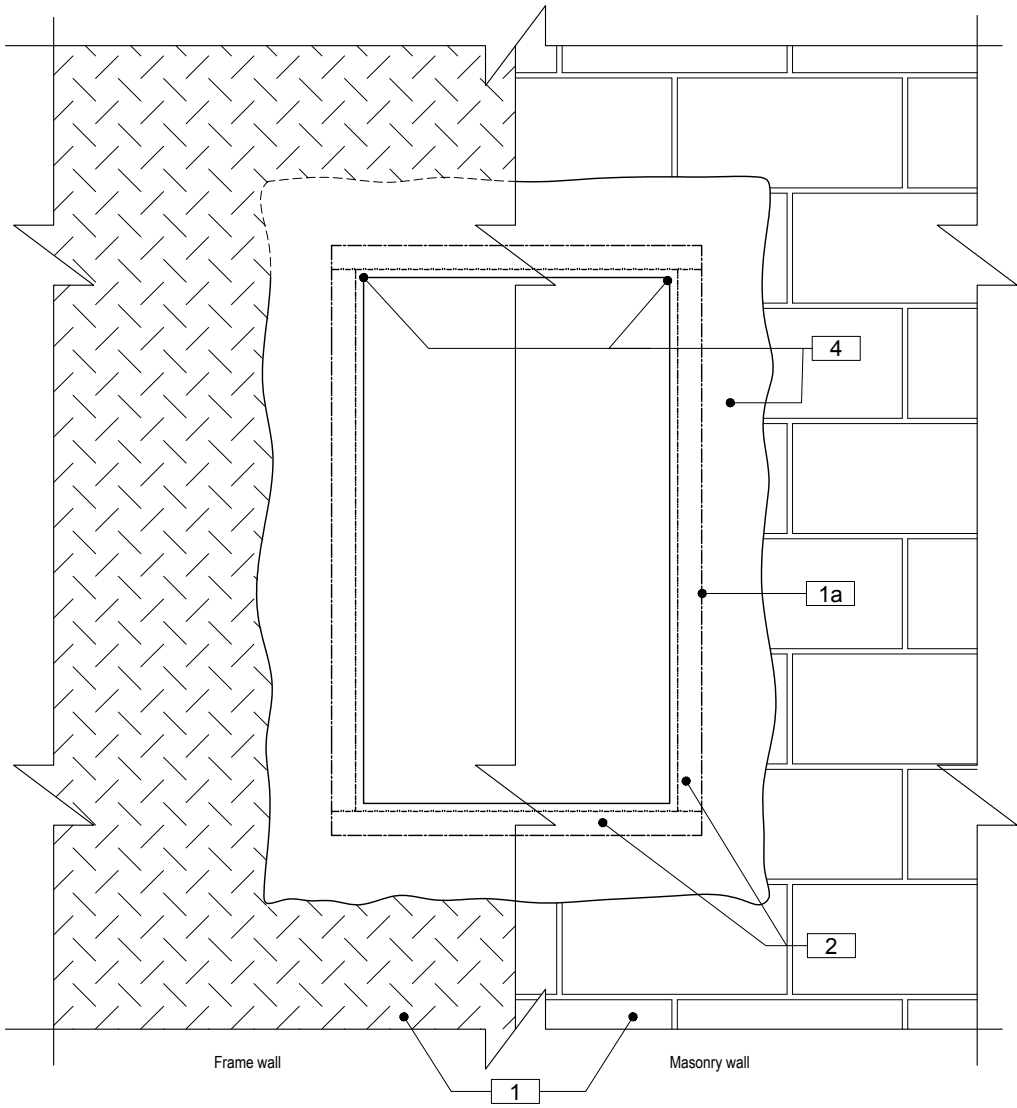
- 2a. Recess "Tapcons" and/or nails and seal with "Prosoco" R-guard "joint and seam filler".

3. After installing pt buck - Apply "Prosoco" R-Guard "joint and seam filler", per manufacturer's written instructions.

4. Apply "Prosoco" R-Guard "FAST FLASH" per manufacturer's written instructions.
- On frame assemblies: Apply "Prosoco" R-guard "FAST FLASH" over VB on sides and bottom of assembly, and under VB directly to sheathing at top of assembly. Verify with manufacturer's written instructions.

5. Install window assembly per window manufacturer's written instructions.
- note: when installing windows with fins, encapsulate the fin with "Prosoco" R-Guard "joint and seam filler". Leave outer coat open at bottom fin for weeping.

6. Install backer rod and sealant at interior side of the unit along the bottom of the unit and up 12" on each side, see manufacturer's written instructions.



General window notes:

See elevations for specific fixed/ operable configuration. O.N.O. before ordering all windows VIF with the owner.

Coordinate specific sill and trim conditions w/ elevations.

Match window head height w/ interior door head height. Verify w/ finish floor materials

All glazing in hazardous locations as identified by FBC R308.4 TO BE TEMPERED in accordance with the required of FBC R308.3.1.

All glazing to be clear - insulated high performance low 'e' units W/ a max. SHGC 0.30 for fenestration and skylights or a max U-FACTOR of .65 FOR fenestration (.75 for impact rated fenestration) and .75 for skylights.

All fenestration to comply with FBC ENERGY CONSERVATION CODE SECTION 402.4.4. AIR LEAKAGE.

All first floor windows with a clear path to a pool and second floor window with access to a deck that leads to a pool shall comply with exit alarm per FBC R4501.17.1.9.

The contractor is responsible for coordinating with the product mfr. for compliance of code requirements including but not limited to: egress, wind design data, installation and anchoring, wind born debris regions, air infiltration, and waterproofing etc...

The contractor is to notify the architect of record of any discrepancy before ordering products.

FLORIDA PRODUCT APPROVAL:

1. Florida product approvals ARE REQUIRED for all exterior: door assemblies, window assemblies, impact resistant coverings, garage door assemblies, and unit skylight assemblies.

- 2.The contractor shall attain florida product approval documentation, including installation and anchoring details and requirements. contractor to:
- 2.1. submit documentation to the building department or AHJ.
 - 2.2. Retain a copy onsite.

3. See structural drawings for design criteria.

EGRESS WINDOW NOTES:

Egress windows are to comply with FBC R310.

PER FBC R301.1.1

- AT ground floor an EGRESS WINDOW must have a MIN. net clear opening of - 5 SQ. FT.

- AT floors above an EGRESS WINDOW must have e MIN. net clear opening OF 5.7 SQ. FT.

General door notes :

All interior doors to be 4 panel-solid core doors.
verify all species, finish (paint-stain), & height with id/owner prior to fabrication.

See owner specifications for door hardware type & finish.

Exterior doors to be clad insulated doors.

Garage door to be steel paneled insulated with finished interior panel, color as selected by owner

All glass units in doors to be tempered

Match window head height w/ interior door head height (UON).

verify w/ finish floor materials. Final interior & exterior door head height to be VIF W/owner.

All glazing to be clear - insulated high performance low 'E' units W/ A MAX. SHGC 0.30 for fenestration and skylights or a max U-Factor of .65 FOR Fenestration (.75 for impact rated fenestration) and .75 for skylights.

All door units to comply with FBC ENERGY CONSERVATION CODE SECTION 402.4. AIR LEAKAGE.

The contractor is responsible for coordinating with the product mfr. for compliance of code requirements including but not limited to: egress, wind design data, installation and anchoring, wind born debris regions, air infiltration, etc...

The contractor is to notify the engineer of record of any discrepancy before ordering products.

PER FBC R4501.17.1.9 All doors leading to a pool shall be equipped with an exit alarm and a self-closing, self-latching device with positive mechanical latching/locking installed at a minimum of 54" above the threshold for additional requirements see FBC R4101.17.1.9

FLORIDA PRODUCT APPROVAL:

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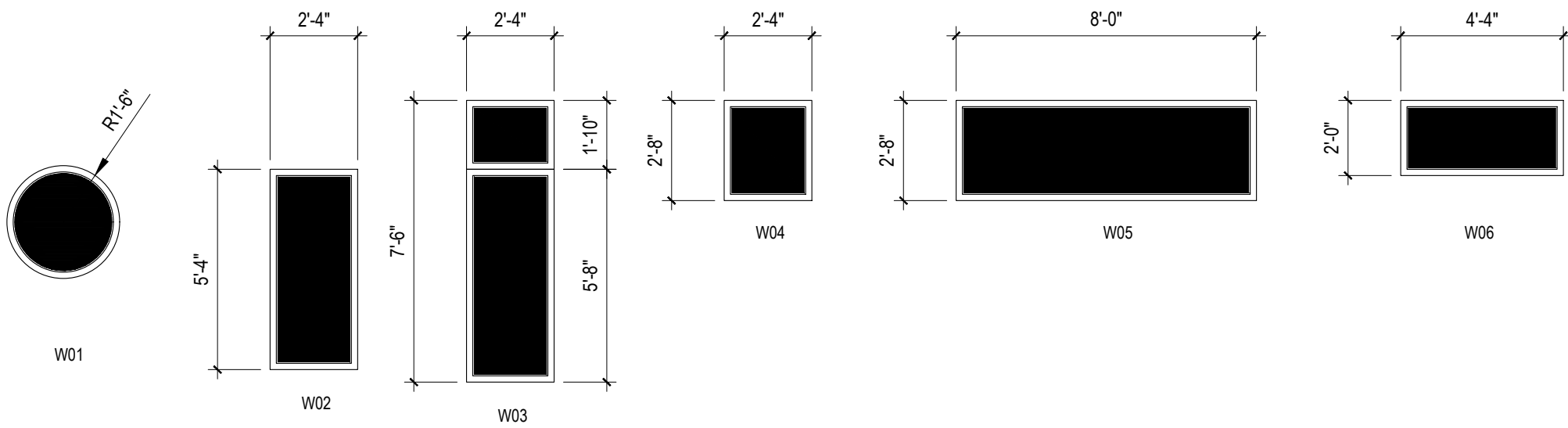
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3. See structural drawings for design criteria.

Window schedule

ID	Type	Opening WxH	Design pressure +/-	Product approval #
W01	fixed	18" radius	40.7/-54.5	FL#243.5
W02	fixed	5'-4" x 2'-4"	38.8/-50.8	FL#243.5
W03	fixed W/transom	7'-6" x 2'-4"	38.8/-50.8	FL#243.5
W04	fixed	2'-4" x 2'-8"	40.7/-54.5	FL#243.5
W05	fixed	8'-0" x 2'-8"	38.8/-50.8	FL#243.5
W06	fixed	4'-4" x 2'-0"	40.7/-54.5	FL#243.5
W07	single hung W/transom	3'-0" x 7'-6"	36.4/-45.9	FL#239.4
W08	fixed	2'-4" x 3'-8"	40.7/-54.5	FL#243.5
W09	fixed	2'-4" x 1'-10"	40.7/-54.5	FL#243.5
W10	fixed	2'-4" x 4'-4"	40.7/-54.5	FL#243.5
W11	fixed	5'-4" x 2'-4"	38.8/-50.8	FL#243.5
W12	fixed(2-panel)	4'-4" x 3'-0"	38.8/-50.8	FL#243.5
W13	fixed(3-panel)	9'-10" x 7'-10"	34.6/-42.3	FL#243.5

1. See elevations for layout and configurations.
2. Installation details per manufacturer. See waterproofing requirements. Install per manufacturers written specifications. manufacturer is to provide a schedule and report any size discrepancies.
3. Windows are subject change in exact size per manufacturer recommendations.
4. Required openings will be determined by the window manufacturer.

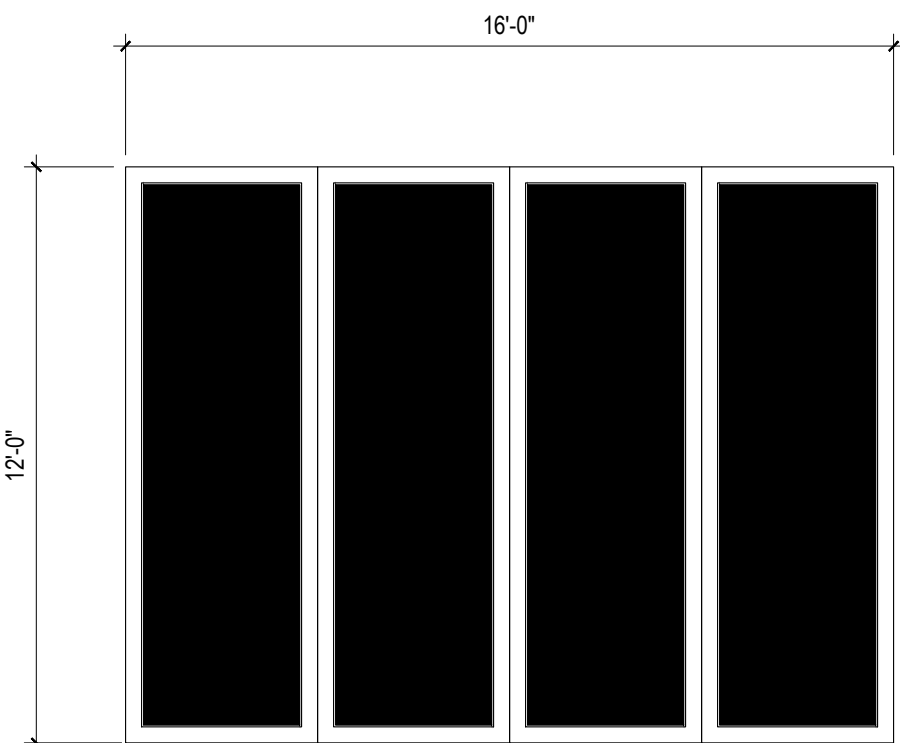


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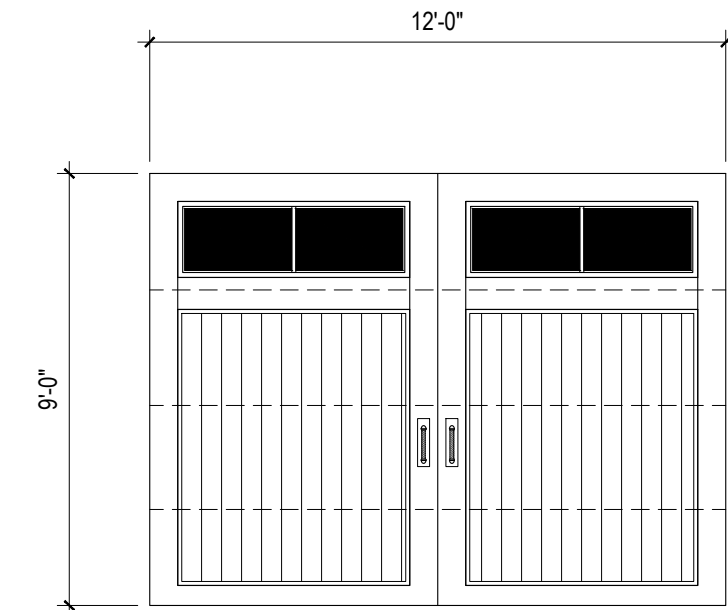
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Window Elevations

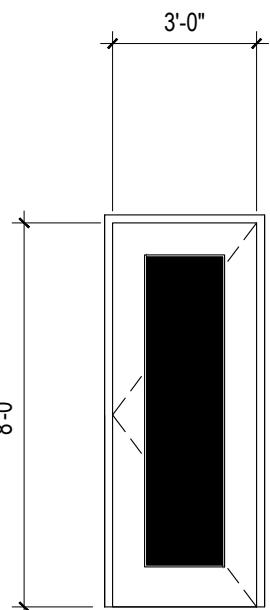
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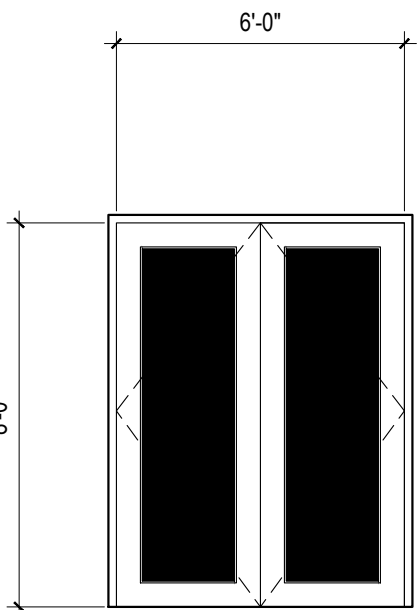
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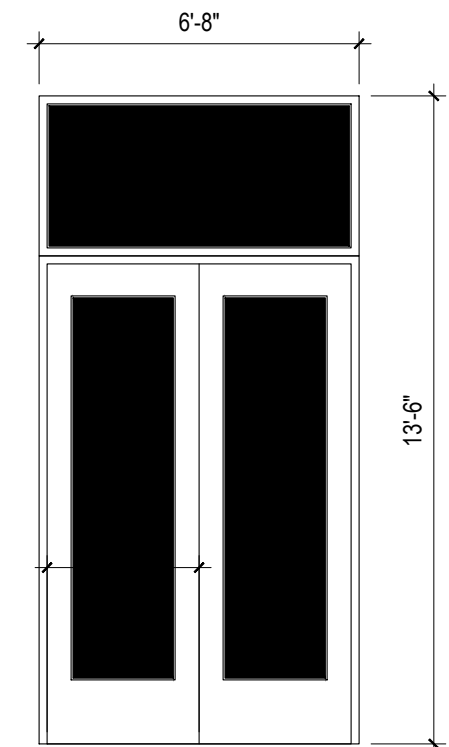
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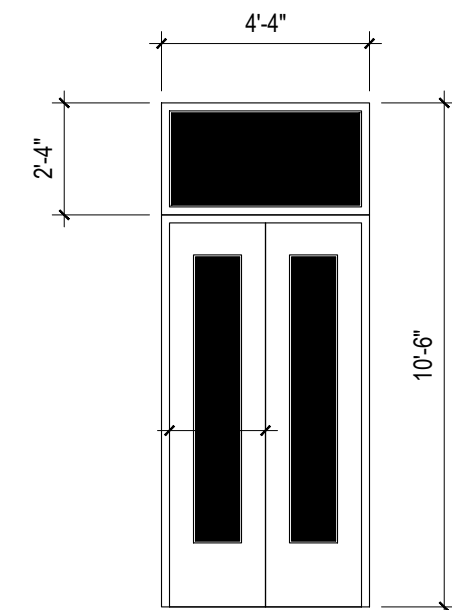
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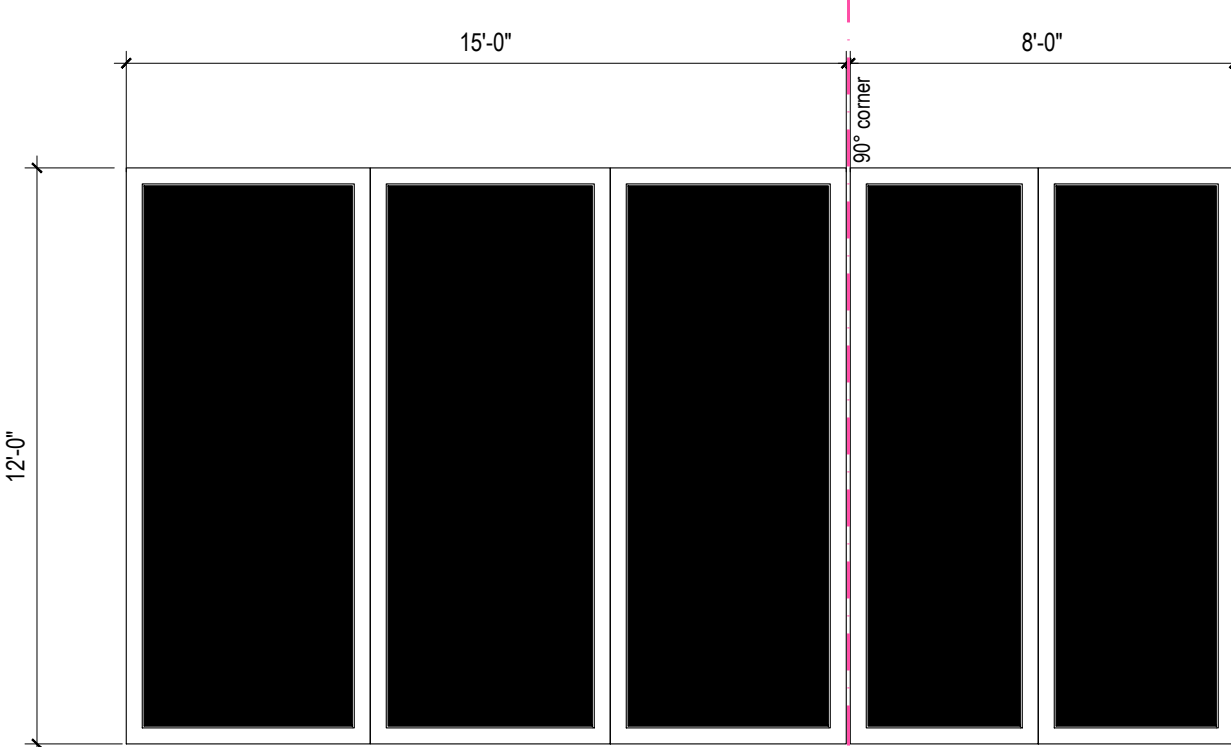
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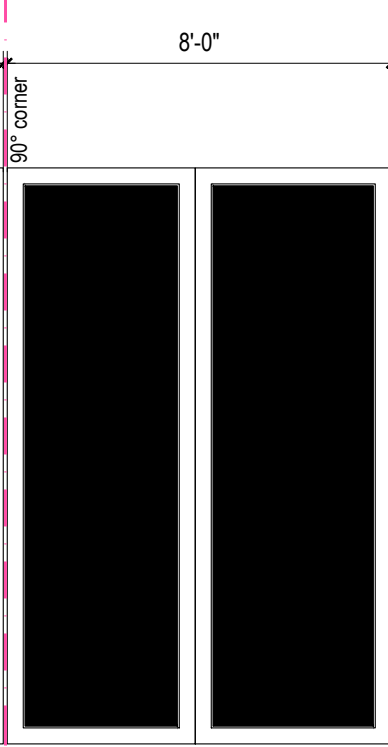
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FL#253.4



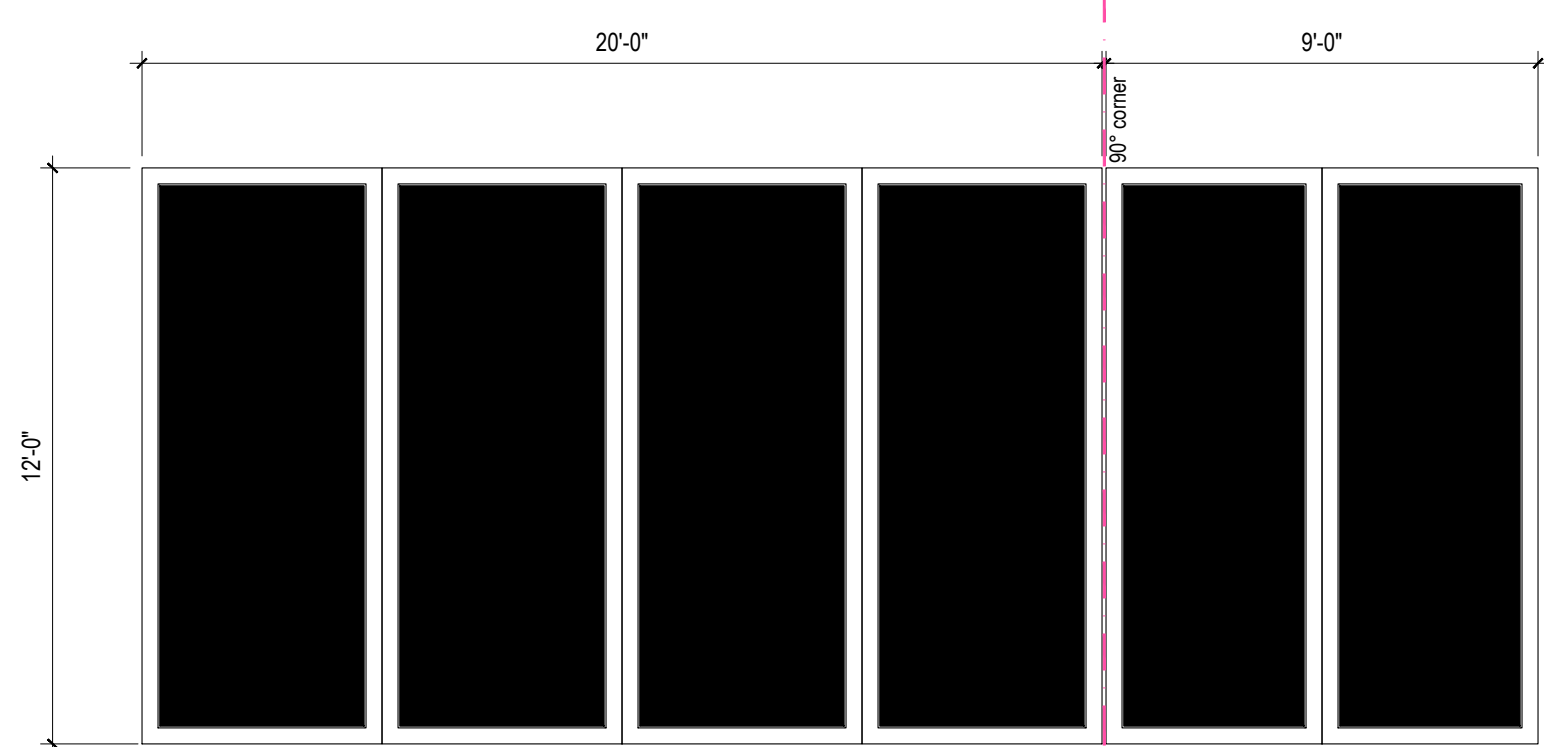
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36.4/-45.9
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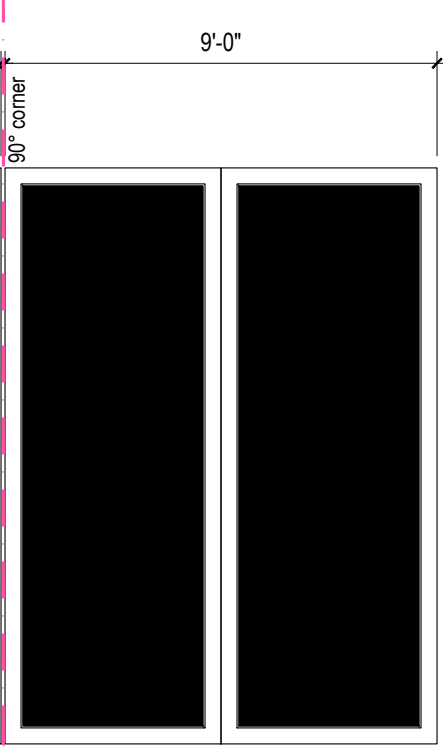
15x12o sgfd
FL#251.7
30.3/-33.8



8x12o sgfd
FL#251.7
34.6/-42.3



20x12o sgfd
FL#251.7
30.3/-33.8



9x12o sgfd
FL#251.7
30.3/-33.8

1

A6.2

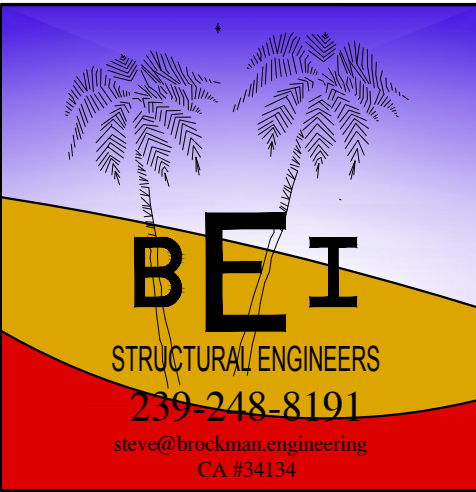
Exterior Door Elevations

Scale: 1/4" = 1' - 0"



E-Mail kfrhea@gmail.com
Cell 321-356-0980

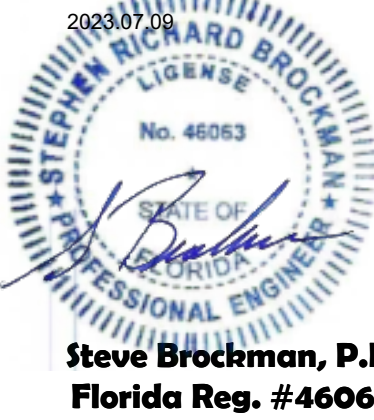
In coordination with:



Permit 2023-05-31



Katrina &
Brad Voyles
250 Tropical Shores
Fort Myers Beach, FL.



A6.1

GENERAL NOTES
ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE IDENTICAL AND SHALL BE CONSTRUCTED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE IN THE WORK EXCEPT WHERE A DIFFERENT DETAIL IS SHOWN.

THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL REPORT ALL DISCREPANCIES BETWEEN THE DRAWING AND EXISTING CONDITIONS TO THE DESIGNER PRIOR TO BIDDING AND AGAIN PRIOR TO COMMENCING WORK.

ALL BOLTS, NUTS, WASHERS, STRAPS, AND FASTENERS INCLUDING NAILS, SHALL BE HOT DIP GALVANIZED. CONTINUOUS ANCHORAGE SHALL BE PROVIDED BETWEEN ALL TRUSSES, WALL SECTIONS, BEAMS, POSTS, AND FOOTINGS WITH THE USE OF STRAPS AND CONNECTORS AS SPECIFIED HEREIN, EXCEPT FOR INTERIOR FRAMING UNLESS NOTED OTHERWISE.

IF ALUMINUM IS TO BE USED IN ANY AREAS ALL FASTENERS IN CONTACT SHALL BE ALUMINUM ALSO, OR A BARRIER SHALL BE PROVIDED TO PREVENT GALVANIC ACTION BETWEEN DISSIMILAR METALS.

ALL OPENINGS AND OPENING LOCATIONS ARE BASED IN NOMINAL MODULAR SIZES. DIMENSIONS MAY VARY DUE TO FURRING, BLOCKING, TRUSS ALIGNMENT, LOADING OR OTHER CONDITIONS NECESSARY TO COMPLETE CONSTRUCTION. DIMENSIONS MAY NOT BE IDENTICAL TO THE ACTUAL REQUIREMENT DUE TO THE MANUFACTURE AND/OR SERIES THAT WAS SELECTED.

PROVIDE CAULKING AND SEALING AT ALL EXTERIOR DOORS AND WINDOWS. PROVIDE THRESHOLDS AND WEATHER STRIPPING AT ALL EXTERIOR DOORS. ALL OTHER WATERPROOFING IS BY THE GENERAL CONTRACTOR OR THE ARCHITECT IF ONE IS ON THE JOB.

STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH JOB SPECIFICATIONS AND ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AND SITE DRAWINGS. CONSULT THESE DRAWINGS FOR SLEEVES, DEPRESSIONS, AND OTHER DETAILS NOT SHOWN ON STRUCTURAL DRAWINGS.

CONTRACTOR SHALL LOCATE ALL BURIED UTILITIES PRIOR TO EXCAVATION FOR BUILDING FOUNDATIONS. THE STRUCTURAL ENGINEER SHALL BE NOTIFIED OF POTENTIAL CONFLICTS BETWEEN FOUNDATIONS AND BURIED UTILITIES.

CODE REQUIREMENTS: THE BUILDING STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE 2020 7th EDITION OF THE FLORIDA BUILDING CODE. FOLLOW ALL APPLICABLE PROVISIONS FOR ALL PHASES OF CONSTRUCTION.

TEMPORARY CONDITIONS: THE STRUCTURAL INTEGRITY OF THE COMPLETED STRUCTURE DEPENDS ON INTERACTION OF VARIOUS CONNECTED COMPONENTS. PROVIDE ADEQUATE BRACING, SHORING, AND OTHER TEMPORARY SUPPORTS AS REQUIRED TO SAFELY COMPLETE THE WORK. THE STRUCTURE SHOWN ON THE DRAWINGS HAS BEEN DESIGNED FOR STABILITY UNDER FINAL CONFIGURATION ONLY.

THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTORS SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE SAFETY OF THE BUILDING AND ITS COMPONENTS DURING ERECTION. THIS INCLUDES THE ADDITION OF NECESSARY SHORING, SHEETING, TEMPORARY BRACING, GUYS OR TIE DOWNS.

PROVIDE 8x16 NOMINAL CAST IN PLACE TIE BEAM CONTINUOUS AROUND ENTIRE PERIMETER OF THE HOUSE. UNLESS NOTED OTHERWISE, SEE BEAM PLAN FOR APPROPRIATE REINFORCEMENT. PROVIDE A STANDARD Lintel BY CAST CRETE 8x16-18x11 REINFORCED TO MEET LOADING CONDITIONS OF OPENINGS. UNLESS SPECIFIED OTHERWISE BELOW THE TIE BEAM.

FOUNDATIONS:
FOUNDATIONS ARE DESIGNED FOR AN ALLOWABLE SOIL BEARING PRESSURE OF 2,000 PSF ON COMPACTED FILL. BEFORE CONSTRUCTION COMMENCES, SOIL BEARING CAPACITY SHALL BE VERIFIED BY A SUBSURFACE INVESTIGATION, AS WELL AS FIELD AND LABORATORY TESTS PERFORMED BY A CERTIFIED TESTING LABORATORY, WHO'S REPORT, SHALL INCLUDE ANALYSIS AND RECOMMENDATIONS FOR SITE PREPARATION IN ORDER TO BEAR THE FOUNDATION LOADS. ABOVE REPORT SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER FOR REVIEW BEFORE FOUNDATION CONSTRUCTION BEGINS.

CENTER ALL FOOTINGS AND PIERS UNDER COLUMNS ABOVE UNLESS SPECIFICALLY DIMENSIONED OTHERWISE.

PROVIDE TERMITTE PROTECTION OVER GRANULAR FILL WELL COMPACTED FILL TO 95% MODIFIED PROCTOR. U.O.N. PROVIDE STEGO 10-MIL VAPOR RETARDER.

ALL FOOTINGS TO EXTEND BELOW GRADE MINIMUM 12" AT BEARING WALLS. INTERIOR BEARING FOOTINGS 6" INTO CONSTRUCTION FILL UNLESS NOTED OTHERWISE.

U.O.N. ALL CONCRETE SLABS ON GRADE SHALL BE MIN. 4" THICK REINFORCED WITH 6x6" #10x10 W.W.F. OR FIBER-MESH 2.5#CUBIC YARD.

U.O.N. ALL STRUCTURAL SLABS SHALL BE MIN. 5" THICK, 4000 PSI W/ #4's @ 8" O.C. E.W. PLACED MID SLAB. SAW CUT CONTROL JOINTS BY CONTRACTOR.

FILL UNDER CONCRETE SLABS SHALL BE CLEAN SAND OR ROCK AND FREE OF DEBRIS AND OTHER DELETERIOUS MATERIAL. FILL SHALL BE COMPACTED TO A DENSITY OF AT LEAST 95% OF STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D1557)

WELDED WIRE MESH SHALL CONFORM TO ASTM-A-185, FREE FROM OIL, SCALE, AND RUST AND PLACED IN ACCORDANCE WITH THE TYPICAL PLACE DETAILS OF ACI STANDARDS AND SPECIFICATIONS. MINIMUM LAP SHALL BE ONE SPACE PLUS TWO (2) INCHES.

SHOP DRAWING SUBMITTALS:
SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT OR DIRECTLY TO THE ENGINEER PRIOR TO FABRICATION AND CONSTRUCTION REGARDING ALL STRUCTURAL ITEMS INCLUDING THE FOLLOWING:
CONCRETE MIX DESIGNS,
CONCRETE AND MASONRY REINFORCING,
PRE-ENGINEERED TRUSS DRAWINGS,
PRECAST FLANK DRAWINGS,
PRECAST STAIRS,
CURTAIN WALLS,
STEEL FABRICATION DRAWINGS,
STEEL DETAIL DRAWINGS,
STRUCTURAL STEEL CORROSION PROTECTION SPECIFICATION,
OPEN WEB STEEL JOISTS,
ITEMS CONSIDERED AS PART OF AN ASSEMBLY, i.e. WINDOWS, ETC.
ANY OTHER PRECAST ITEMS.
WHERE STRUCTURAL STEEL IS USED IN THE PROJECT, STEEL TO STEEL CONNECTIONS SHALL BE THE RESPONSIBILITY OF A DELEGATE ENGINEER. THE DELEGATE ENGINEER SHALL SUBMIT THE SHOP DRAWINGS TO THE ENGINEER OF RECORD FOR REVIEW. THE ENGINEER OF RECORD SHALL REVIEW THE CAPACITIES OF THE SHOP DRAWINGS DESIGN AGAINST THE STRUCTURAL LOADS AND MAKE CORRECTIONS AS REQUIRED IF THE ENGINEER OF RECORD DOES SUPPLY THE STEEL TO STEEL CONNECTION DETAIL, THE DELEGATE ENGINEER SHALL STILL PRODUCE A SHOP DRAWINGS FOR REVIEW.
IF THE SHOP DRAWINGS DIFFER FROM OR ADD TO THE DESIGN OF THE STRUCTURAL DRAWINGS, THEY SHALL BEAR THE SEAL AND SIGNATURE OF A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF FLORIDA. ANY CHANGES TO THE STRUCTURAL DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT AND ARE SUBJECT TO THE REVIEW AND ACCEPTANCE OF THE ENGINEER.
SHOP DRAWINGS WILL BE REVIEWED FOR GENERAL COMPLIANCE WITH THE DESIGN INTENT OF THE CONTRACT DOCUMENTS ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY COMPLIANCE WITH THE CONTRACT DOCUMENTS AS TO QUANTITY, LENGTH, ELEVATIONS, DIMENSIONS,
ETC. CONTRACTOR SHALL NOT BE REMOVED FROM RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SHOP DRAWINGS OR MIX DESIGNS BY THE ENGINEER'S REVIEW.

CONCRETE:
REINFORCED CONCRETE CONSTRUCTION SHALL CONFORM TO THE FBC AND ACI 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE. CONCRETE STRENGTHS SHALL BE VERIFIED BY STANDARD 28-DAY CYLINDER TESTS PER ASTM C39, AND SHALL BE AS FOLLOWS:
FOUNDATIONS: $f_c = 3,000 \text{ PSI}$
BEAMS, COLUMNS, ALL OTHER ITEMS UNLESS OTHERWISE SPECIFIED: $f_c = 4,000 \text{ PSI}$
CEMENT SHALL CONFORM TO ASTM C150, TYPE I, FLY ASH CONFORMING TO ASTM C618, TYPE FOR TYPE C,
MAY BE USED TO REPLACE UP TO 20% OF THE CEMENT CONTENT, PROVIDED THAT THE MIX STRENGTH IS SUBSTANTIATED BY TEST DATA.
COARSE AGGREGATE SHALL CONFORM TO ASTM C33
WITH A MAXIMUM SIZE OF 3/4". FINE AGGREGATE SHALL BE CLEAN, DURABLE, NATURAL SAND CONFORMING TO ASTM C33.

A WATER-REDUCING ADMIXTURE CONFORMING TO ASTM C494, USED IN STRICT ACCORDANCE WITH THE CONCRETE MIX SPECIFICATION AND SHALL BE INCORPORATED IN CONCRETE DESIGN MIXES SPECIFIED BY CONCRETE MIX SUPPLIER AN MEETS ENGINEERS COMPRESSIVE STRENGTH REQUIREMENTS.

SLEEVES, OPENINGS, CONDUIT, AND OTHER EMBEDDED ITEMS NOT SHOWN ON THE STRUCTURAL DRAWINGS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER BEFORE POURING. NO SLEEVE, OPENING, OR INSERT MAY BE PLACED IN BEAMS, JOISTS, OR COLUMNS UNLESS APPROVED BY THE ENGINEER. CONDUITS EMBEDDED IN SLABS SHALL NOT BE LARGER IN OUTSIDE DIMENSION THAN ONE THIRD OF THE THICKNESS OF THE SLAB AND SHALL NOT BE SPACED CLOSER THAN THREE DIAMETERS ON CENTER.

PROVIDE 3/4" CHAMFERS ON ALL EXPOSED CONCRETE EDGES. UNLESS NOTED OTHERWISE, WHERE INDICATED OR REQUIRED, SLOPE CONCRETE SLABS TO DRAINS SHOWN ON PLUMBING AND/OR ARCHITECTURAL DRAWINGS.

ALL CONCRETE SHALL BE CURED IMMEDIATELY AFTER FINISHING OPERATIONS.

WEATHER RESISTANCE:
CONCRETE BALCONIES OR OTHER CONCRETE FLAT SURFACES EXPOSED TO THE WEATHER THROUGHOUT THE LIFE OF THE BUILDING, SHALL BE TREATED WITH A CLEAR NONFLAMMABLE PENETRATING SEALER OF THE ALKYL-ALKOXY SILANE CLASSIFICATION, SUCH AS SONNEBORN PENETRATING SEALER 20, HYDROZO ENVIROSEAL 20, OR OTHER APPROVED WEATHER RESISTANT SYSTEM. APPLICATION AND SURFACE PREPARATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.

SHORING AND RESHORING:
SHORING AND RESHORING SHALL CONFORM TO ACI 347R-88. SHORING AND SUPPORTING FORMWORK SHALL NOT BE REMOVED FROM HORIZONTAL MEMBERS BEFORE CONCRETE STRENGTH IS AT LEAST 70 PERCENT OF DESIGN STRENGTH, AS DETERMINED BY FIELD CURE CYLINDERS. IN ADDITION, SHORING SHALL NOT BE REMOVED SOONER THAN RECOMMENDED BY ACI 347R-88, SECTION 3.7.2.3. FORMWORK SHALL NOT BE REMOVED IN LESS THAN TEN (10) DAYS. ALL SHORING SHALL BE DESIGNED BY A DELEGATE ENGINEER AND REMOVAL OF SHORING SHALL BE CONDUCTED UNDER THEIR SUPERVISION.

REINFORCING STEEL:
REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, FOR DEFORMED BAR AND ASTM A185 FOR SMOOTH WELDED WIRE FABRIC (WWF). UNLESS OTHERWISE NOTED, REINFORCING STEEL TO BE WELDED SHALL CONFORM TO ASTM A706. REINFORCING STEEL SHALL BE SECURELY TIED IN PLACE WITH #16 ANNEALED IRON WIRE.
ALL DETAILING AND ACCESSORIES SHALL CONFORM TO ACI DETAILING MANUAL, SP. 66. PROVIDE CHAIRS, SPACERS, BOLSTERS, AND ITEMS IN CONTACT WITH FORMS WITH HOT-DIP GALVANIZED LEGS OR PLASTIC LEGS. ACCURATELY POSITION, SUPPORT, AND SECURE REINFORCEMENT AGAINST DISPLACEMENT BY FORMWORK CONSTRUCTION OR CONCRETE PLACEMENT OPERATIONS. "WET-STICKING" OF REINFORCING IS PROHIBITED.
REQUIRED CONCRETE COVER FOR REINFORCING STEEL (UNLESS NOTED OTHERWISE):

FOOTINGS	3" BOTTOM AND SIDES, 2" TOP FROM EDGE.
SLAB ON GRADE	2"
ELEVATED SLABS	2"
WALLS/BEAMS/COLUMNS	2"

LAP SPlice CONTINUOUS VERTICAL OR HORIZONTAL BARS IN CONCRETE MEMBERS IN ACCORDANCE WITH ACI 318-14 LATEST EDITION, FOR CLASS "B" TENSION LAP SPLICES. DO NOT SPlice CONTINUOUS TOP BARS IN BEAMS AT ENDS OF CLEAR SPANS. DO NOT SPlice CONTINUOUS BOTTOM BARS IN BEAMS IN CLEAR SPANS BETWEEN SUPPORTS. SHOW ALL LAP SPICES ON SHOP DRAWINGS. SPlice LOCATIONS AND METHODS SUBJECT TO APPROVAL OF STRUCTURAL ENGINEER.
AT SLAB AND WALL OPENINGS PROVIDE A MINIMUM OF (2) 16 BARS ALL FOUR SIDES AND DIAGONALLY; EXTEND THESE BARS A LAP DISTANCE OR A MINIMUM OF 24" PAST THE OPENING OR HOOK BARS IF DISCONTINUOUS.

DOWEL ALL WALLS AND COLUMNS TO FOOTINGS WITH BAR SIZE AND SPACING TO MATCH VERTICAL REINFORCING UNLESS OTHERWISE

SHOWN.

ADHESIVE ANCHORS:
ADHESIVE ANCHORS (EPOXY STYLE) SHALL HAVE THE ICC ES OR IAPMO UES EVALUATION REPORT INDICATING CONFORMANCE WITH CURRENT APPLICABLE ICC ES ACCEPTANCE CRITERIA. ADHESIVE ANCHORS SHALL BE INSTALLED IN CONCRETE HAVING A MINIMUM AGE OF 21 DAYS (ACI 318-11 D.2.2). ADHESIVES SHALL HAVE MAX. IN-SERVICE SHORT-TERM TEMPERATURE OF 150°F, AND MAX. IN-SERVICE LONG-TERM TEMPERATURE OF 110°F (ACI 318-11 D.9.2.1). PRIOR TO INSTALLATION OF ADHESIVE ANCHORS IN HORIZONTAL OR UPWARDLY INCLINED ORIENTATIONS RESISTING SUSTAINED TENSION LOADS, INSTALLERS ARE REQUIRED TO BE CERTIFIED IN ACCORDANCE WITH THE ACI/CRS' ADHESIVE ANCHOR INSTALLER CERTIFICATION PROGRAM (ACI 318-14 D.9.2.2) AND MUST BE CONTINUOUSLY INSPECTED (ACI 318-14 D.9.2.4).

ACCEPTABLE ADHESIVE IN FOUNDATIONS, SLAB ON GRADE, COLUMNS AND WALLS ARE HILTI HY-200, POWERS AC100+ GOLD OR SIMPSON AT-XP. IN BEAMS AND ELEVATED SLABS ARE HILTI RE500-SD, POWERS PE1000+ OR SIMPSON SET-XP.

THREADED STUDS SHALL CONFORM TO ASTM F1554. UNLESS NOTED OTHERWISE, PERMANENTLY EXPOSED STUDS SHALL BE STAINLESS STEEL. NUTS AND WASHERS SHALL CONFORM TO SAME SPECIFICATION AS THE SUPPLIED ANCHOR RODS.

INSTALLATION SHALL BE IN CONFORMANCE WITH MANUFACTURER'S PRINTED LITERATURE. INSTALLATION SHALL ALSO INCLUDE BRUSHING AND CLEANING OF DRILLED HOLES WITH COMPRESSED AIR AS INSTRUCTED. INSTALLERS SHALL BE TRAINED BY THE MANUFACTURER'S REPRESENTATIVE. EMBEDMENT SHALL BE AS INDICATED ON THE STRUCTURAL DRAWINGS.

IDENTIFY POSITION OF REINFORCING STEEL AND OTHER EMBEDDED ITEMS PRIOR TO DRILLING HOLES FOR ANCHORS. EXERCISE CARE IN CORING OR DRILLING TO AVOID DAMAGING EXISTING REINFORCING OR EMBEDDED ITEMS. NOTIFY THE ENGINEER IF REINFORCING STEEL OR OTHER EMBEDDED ITEMS ARE ENCOUNTERED DURING DRILLING.

SEPARATE PERMITS:
THE FOLLOWING ITEMS ARE SEPARATE PERMITS AND SHALL BE PERMITTED SEPARATELY FROM THIS SET.
EXHAUST & GREASE HOODS
GENERATORS
ELEVATORS
POOL & POOL ENCLOSURES
FENCES
FIRE ALARMS
FIRE SPRINKLERS

BELOW FLOOD PLAIN CONSTRUCTION:
ALL FINISHES BELOW FLOOD SHALL BE CONSTRUCTED OF FLOOD RESISTANT MATERIAL.
ALL LOCATIONS BELOW FLOOD SHALL BE PROVIDED WITH SMART VENT FLOOD VENTS CAPABLE OF COVERINGS 200 SQUARE FEET OF FLOOR AREA PER VENT AND A MINIMUM OF ONE PER WALL IS REQUIRED.

ALL MATERIALS BELOW FLOOD SHALL BE CONSISTENT WITH FEMA TECHNICAL BULLETIN #2 AND BE OF FLOOD RESISTANT MATERIAL.

DRAFT STOPPING:
IN COMBUSTIBLE CONSTRUCTION WHERE THERE IS A USABLE SPACE BOTH ABOVE AND BELOW THE CONCEALED SPACE OF A FLOOR/CEILING ASSEMBLY, DRAFT STOPS SHALL BE PROVIDED AS TO DIVIDE THE SPACE INTO EQUALLY DIVIDED AREAS NOT EXCEEDING 1,000sf.

WHERE THE ASSEMBLY IS ENCLOSED BY A FLOOR MEMBRANE ABOVE AND CEILING MEMBRANE BELOW, DRAFT STOPPING SHALL BE PROVIDED UNDER THE FOLLOWING CIRCUMSTANCES.

CEILING IS SUSPENDED UNDER THE FLOOR FRAMING.

FLOOR FRAMING IS CONSTRUCTED OF OPEN WEB STYLE TRUSS MEMBERS.

MASONRY NOTES:
CONCRETE MASONRY UNITS SHALL BE ASTM C90-75, HOLLOW LOAD BEARING CONCRETE MASONRY UNITS, TYPE I, GRADE N-1, NORMAL WEIGHT.

MORTAR SHALL CONFORM TO ASTM C270 AND BE TYPE M OR S. SLUMP SHALL BE 8" TO 11".

PROVIDE DURO-O-WIRE @ 18" O.C. VERTICAL, 9 GAUGE STEEL.

PROVIDE A FULL MORTAR BED ADJACENT TO GROUTED CELLS.

WHERE INDICATED ON THE DETAILS AND SECTION, PROVIDE GRADE 80 REBAR IN FILLED CELLS. MAXIMUM CELL SPACING SHALL NOT EXCEED 48" AT ANY TIME. SPACING SHOWN ON THE PLAN VIEW IS FOR ILLUSTRATION PURPOSES ONLY UNLESS SHOWN AT ADJACENT TO WALL OPENINGS.

GROUT SHALL BE 2000 PSI MINIMUM COMPRESSIVE STRENGTH AND MEET ASTM 476.

IN CELLS CONTAINING VERTICAL BARS, BOND BEAMS, AND ALL CELLS BELOW GRADE SHALL BE FILLED WITH GROUT. MAXIMUM HEIGHT OF GROUT POUR SHALL BE 48" UNLESS WITNESS HOLE. OPENINGS ARE PROVIDED AT BOTTOM OF CELLS TO BE FILLED.

ALL WALLS SHALL BE 8" CMU PARTIALLY REINFORCED MASONRY WALL WITH RUNNING BOND CONSTRUCTION WITH #5 AT 48 INCH O.C. MAX. IN GROUT FILLED CELLS. WITH (1) #5 REINFORCING BAR EACH SIDE OF OPENINGS. FOR OPENINGS EXCEEDING 8'-0" PROVIDE (1) #5 IN (2) CELLS ADJACENT EACH SIDE OF OPENING AND PER MASONRY CELL SPACING TABLE U.O.N..

PROVIDE REINFORCING BARS AT CORNERS, INTERSECTIONS, AND EACH SIDE OF OPENINGS. PROVIDE HOOKED DOWELS INTO FOOTINGS AND STRUCTURE ABOVE AND/OR BELOW TO PROVIDE CONTINUITY.

DO NOT PLACE CONDUITS, PIPES, ETC., IN CELLS WITH VERTICAL REINFORCING. DO NOT RUN CONDUITS, PIPES, ETC., HORIZONTALLY IN CMU WALLS PARALLEL TO LENGTH OF WALL, WHERE MASONRY WALLS ABOUT CONCRETE OPENINGS TO BE PLACED PRIOR TO ERECTION OF MASONRY WALLS. PROVIDE DOWELTAL SLOTS BETWEEN COLUMN AND WALL AND GROUT THE CMU CELL CONTAINING THE DOWELTAL ANCHORS. OTHERWISE, EXTEND CMU HORIZONTAL JOINT REINFORCING THROUGH CONCRETE COLUMN.

CONTROL JOINTS SHALL BE PROVIDED IN ALL CONCRETE MASONRY CONSTRUCTION AT LOCATIONS INDICATED ON THE ARCHITECTURAL DRAWINGS. HORIZONTAL WALL REINFORCING SHALL BE STOPPED EACH SIDE OF CONTROL JOINTS. SEE ARCHITECTURAL DRAWINGS FOR SEALANT REQUIREMENTS AT CONTROL JOINTS.

USE METAL LATH OR WIRE SCREEN FOR CAVITY CAPS. SHEET METAL, FELT, BUILDING PAPER, OR LIKE MATERIALS ARE PROHIBITED.

PRECAST CONCRETE LINTELS:
UNLESS INDICATED OTHERWISE, ALL LINTELS TO BE "U" TYPE PRECAST CONCRETE UNITS EQUAL TO UNITS MANUFACTURED BY CAST- CRETE CORP. AND PRE-SPECIFIED AND ADDITIONALLY REINFORCED AS REQUIRED) IN ACCORDANCE WITH CAST- CRETE CORP. "DESIGN MANUAL", LATEST EDITION, FOR THE SPAN AND LOADING CONDITION RELATIVE TO LINTEL LOCATION.
LINTEL SIZE IF NOT SHOWN ON THE PLANS SHALL BE 8x16-18 FOR OPENINGS LESS THAN 8 FEET AND 8x24-18x11 FOR OPENINGS 8 FEET TO 12 FEET. PROVIDE 8" MINIMUM BEARING FOR LINTELS UNLESS NOTED OTHERWISE.

WOOD FRAMING NOTES:
ALL FRAMING SHALL BE SOUTHERN PINE #2 WITH THE ALLOWABLE FIBER STRESSES PER THE AWC NATIONAL DESIGN SPECIFICATION.
ALL LUMBER IN CONTACT WITH THE CONCRETE OR MASONRY SHALL BE PROTECTED OR PRESSURE TREATED IN ACCORDANCE WITH AITC- 109. ALL FRAMING NAILS SHALL BE COMMON NAILS AND SHALL BE OF THE SIZE AND NUMBER INDICATED ON THE DRAWINGS. NAILING NOT SHOWN SHALL BE AS INDICATED IN TABLE 2304.9.1 OF THE FBC. BOLTS AND LAG SCREWS SHALL CONFORM TO ANSISMS STANDARD B 18.1. ALL BOLTS AND LAG SCREWS SHALL BE INSTALLED WITH STANDARD CUT WASHERS.

ALL WOOD FRAMING SHALL BE FABRICATED AND INSTALLED PER AITC, TP1-1-2014, AND NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION. ALL STRUCTURAL WOOD MEMBERS SHALL BE SOUTHERN YELLOW PINE NO.2 , UNLESS NOTED OTHERWISE. POSTS AND COLUMNS SHALL BE S-P-F No.1.

ALL WOOD MEMBERS EXPOSED TO WEATHER OR IN CONTACT WITH MASONRY, CONCRETE, OR SOIL SHALL BE PRESSURE TREATED.

ALL METAL CONNECTIONS AND FABRICATIONS SHALL COMPLY WITH AISC & NDS 2015 SPECIFICATIONS.

SOLID BLOCK ALL JOISTS AND RAFTERS AT INTERIOR POINT OF SUPPORT.

WHERE WOOD FRAME WALLS BEAR ON WOOD BEAMS, PROVIDE A MINIMUM OF M24x4 EACH STUD UNLESS NOTED OTHERWISE IN THE SECTIONS OR DETAILS.

ALL WALLS SHALL BE 2x6 WITH SP6 STUD TO TOP PLATE, PROVIDE BLOCKING EVERY 4'-0" O.C. WHERE WALLS BEAR ON CONCRETE FOOTINGS. PROVIDE SP6 AT EACH STUD TO PT BASE PLATE AND SP8 X 9" WEDGE ANCHOR 320x10.

WHERE WALLS BEAR ON CONCRETE BEAM, PROVIDE SIMPSON M24x4 EACH STUD INSTEAD OF THE WEDGE ANCHOR AND SP6. PT BASE PLATE STILL REQUIRED.

BRACE TRUSSES DURING ERECTION AND AFTER PERMANENT INSTALLATION TO COMPLY WITH TP1-1-2014 BWT-76.

DOUBLE TOP PLATES SHALL BE OVERLAPPED AT CORNERS AND SECURED WITH (2) 16d NAILS. MID-WALL SPLICES SHALL BE 48" MINIMUM W/2 ROWS OF 16d NAILS AT 6" O.C., STAGGERED.

FASTEN MULTIPLE PLY BEAMS, COLUMNS AND LVL'S TOGETHER PER DETAIL PROVIDED OR SEE MANUFACTURERS REQUIREMENTS

PREFABRICATED WOOD TRUSSES:
DESIGN AND MANUFACTURE IN ACCORDANCE WITH TP1-1-2014 "DESIGN SPECIFICATIONS FOR METAL PLATE CONNECTED WOOD TRUSSES", LATEST EDITION.
TRUSS DIAGRAMS, IF SHOWN, ARE DIAGRAMMATIC ONLY. TRUSS DESIGNER TO DETERMINE AND ESTABLISH EXACT HEIGHT, LENGTH, LOCATION, SPACING, AND WEB MEMBER FOR EACH TRUSS. COORDINATE WITH ARCHITECTURAL AND MECHANICAL DRAWINGS FOR ADDITIONAL ITEMS INCLUDING AIR HANDLER LOCATIONS, MECHANICAL ROOMS AND DUCT SPACE AND ROUTING.
TRUSS LOADING SHALL BE AS FOLLOWS, IN ADDITION TO LOADS SHOWN ON THE DRAWINGS.
ROOF TRUSS LOADING:
PER ASCE7-16 LOAD TABLE PROVIDED

BOTTOM CHORD LIVE LOAD WIND UP/LIFT WHERE EXPOSED (I.E. LANAIS, ENTRIES, PORCHES, BALCONIES, ETC.)

THE TRUSS SUBMITTAL PACKAGE SHALL INCLUDE TRUSS DESIGN DRAWINGS, TRUSS PLACEMENT DIAGRAM, AND TRUSS MEMBER PERMANENT BRACING. TRUSS DESIGN SHALL INCLUDE: SLOPE OR DEPTH, SPAN, SPACING, REQUIRED BEARING WIDTH, REACTIONS, AND REQUIRED PERMANENT BRACING.

TRUSS MEMBERS AND COMPONENTS SHALL NOT BE CUT, NOTCHED, DRILLED, SPLICED OR ALTERED WITHOUT SIGNED AND SEALED WRITTEN APPROVAL FROM TRUSS MANUFACTURER. ALL TRUSS AND PLY TO PLY CONNECTIONS TO BE DESIGNED BY TRUSS MANUFACTURER. TRUSS BOTTOM CHORD IS NOT BRACED BY CEILING. DESIGN BOTTOM CHORD TO BE UNBRACED OR PROVIDE BRACING.

PLYWOOD:
PLYWOOD PANELS SHALL CONFORM TO THE REQUIREMENTS OF "U.S. PRODUCT STANDARD PS-1 FOR CONSTRUCTION AND INDUSTRIAL PLYWOOD OR APA PRP-108 PERFORMANCE STANDARDS UNLESS OTHERWISE NOTED. PANELS SHALL BE APA RATED SHEATHING, EXPOSURE 1, OF THE THICKNESS AND SPAN RATING SHOWN ON THE DRAWINGS. IF NO SPECIFICATION IS GIVEN ON THE WALL SECTIONS PROVIDE 5/8" APA 4020.

PLYWOOD INSTALLATION SHALL BE IN CONFORMANCE WITH APA RECOMMENDATIONS. ALLOW 1/8" SPACING AT PANEL EDGES, UNLESS OTHERWISE RECOMMENDED BY THE PANEL MANUFACTURER.

ALL ROOF, AND SHEAR WALL SHEATHING SHALL BE INSTALLED WITH FACE GRAIN PERPENDICULAR TO SUPPORTS, EXCEPT AS INDICATED ON THE DRAWINGS. STAGGER ENDS OF ADJACENT PANELS 4'-0".

ROOF SHEATHING SHALL BE BLOCKED, TONGUE-AND-GROOVE, OR HAVE EDGES SUPPORTED BY PLY CLIPS. ATTACH PLYWOOD PANELS TO SUPPORTING MEMBERS WITH 8d RING SHANK NAILS SPACED 4' ON CENTER ALONG THE PANEL EDGES AND AT 6" ON CENTER ALONG INTERMEDIATE SUPPORTS, UNLESS NOTED OTHERWISE.

SHEAR WALL SHEATHING SHALL BE BLOCKED WITH 2x FRAMING AT ALL PANEL EDGES. ATTACH PLYWOOD PANELS TO SUPPORTING MEMBERS WITH 8d NAILS SPACED 4' ON CENTER ALONG INTERMEDIATE SUPPORTS, UNLESS NOTED OTHERWISE ON DRAWINGS.

ATTACH PLYWOOD PANELS TO SUPPORTING MEMBERS WITH 8d NAILS SPACED 4' ON CENTER ALONG THE PANEL EDGES AND AT 6" ON CENTER ALONG INTERMEDIATE SUPPORTS.

WOOD FRAMING CONNECTORS:
FRAMING ACCESSORIES AND STRUCTURAL FASTENERS SHALL BE MANUFACTURED BY SIMPSON COMPANY (OR APPROVED EQUAL) AND OF THE SIZE AND TYPE SHOWN ON THE DRAWINGS. HANGERS NOT SHOWN SHALL BE SIMPSON HUS OF SIZE RECOMMENDED FOR MEMBER. ALL CONNECTORS SHALL BE GALVANIZED. UNLESS SHOWN OTHERWISE, INSTALL MAXIMUM SIZE AND NUMBER OF FASTENERS SHOWN IN LATEST SIMPSON CATALOG.

EXPANSION AND SCREW ANCHORS:
EXPANSION AND SCREW ANCHORS SHALL HAVE THE ICC ES OR IAPMO UES EVALUATION REPORT INDICATING CONFORMANCE WITH CURRENT APPLICABLE ICC ES ACCEPTANCE CRITERIA.

ACCEPTABLE EXPANSION ANCHORS ARE HILTI KWIK-BOLT TZ, POWERS SD2 OR SIMPSON STRONG-BOLT 2.

ACCEPTABLE SCREW ANCHORS ARE ITW TAPCON+ OR SIMPSON TITAN HD.

ALL WEDGE ANCHORS "REDHEADS", SIMPSON TITAN "TAPCON" OR SIMPSON TITAN HD BOLTS SHALL BE INSTALLED PER THE MANUFACTURERS GUIDELINES, AND SPACING, EDGE DISTANCE & EMBEDMENT, AS WELL AS INSTALLATION AND PREPARATION INSTRUCTIONS.
"TAPCONS" WHERE SPECIFIED SHALL BE 1/4" DIAMETER WITH 1-1/2" EMBEDMENT, EDGE SPACING OF 1-1/2" MINIMUM, AND A SPACING OF 3".

"SIMPSON TITAN HD" WHERE SPECIFIED SHALL BE AS FOLLOWS:
WHERE SPECIFIED AS 1/2" DIAMETER SHALL HAVE:
4" EMBEDMENT INTO CONCRETE, EDGE DISTANCE OF 4-1/2" SPACING OF 6" MINIMUM, CONCRETE THICKNESS OF 6-1/4".

WHERE SPECIFIED AS 5/8" DIAMETER SHALL HAVE:
5-1/2" EMBEDMENT INTO CONCRETE, EDGE DISTANCE OF 5-1/2", SPACING OF 6", CONCRETE THICKNESS OF 8-1/2"

WHERE SPECIFIED AS 3/4" DIAMETER SHALL HAVE:
6-1/4" EMBEDMENT INTO CONCRETE, EDGE DISTANCE OF 7-5/8", SPACING OF 6", CONCRETE THICKNESS OF 10"

"REDHEADS" WHERE SPECIFIED SHALL BE AS FOLLOWS:
WHERE SPECIFIED AS 1/2" DIAMETER SHALL HAVE:
5-3/8" EMBEDMENT INTO CONCRETE, 5" CRITICAL EDGE DISTANCE, 6" CRITICAL SPACING, CONCRETE THICKNESS 1-1/2 TIMES EMBEDMENT.

WHERE SPECIFIED AS 5/8" DIAMETER SHALL HAVE:
4-1/2" EMBEDMENT INTO CONCRETE, 6-1/4" CRITICAL EDGE SPACING, 6-1/4" CRITICAL SPACING, CONCRETE THICKNESS 1-1/2 TIMES EMBEDMENT.

WHERE SPECIFIED AS 3/4" DIAMETER SHALL HAVE:
5" EMBEDMENT INTO CONCRETE, 7-1/2" CRITICAL EDGE DISTANCE, 7" CRITICAL SPACING, CONCRETE THICKNESS 1-1/2 TIMES CONCRETE THICKNESS.

STRUCTURAL STEEL SPECIFICATION:
ALL STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING SPECIFICATION AS WELL AS AISC MANUAL CURRENT EDITION:

FOR "W" SECTIONS ASTM A992
FOR "M", "S", "C", "MC", "L" SECTIONS SHALL BE ASTM A36
FOR HSS RECTANGULAR TUBE SECTIONS SHALL BE ASTM A500 GRADE B $F_y = 48ksi$ $F_u = 58ksi$
FOR HSS SQUARE ROUND SECTIONS SHALL BE ASTM A500 GRADE B $F_y = 42ksi$ $F_u = 58ksi$
FOR PLATES OF ALL SIZES SECTIONS SHALL CONFORM TO ASTM A36.

ANTI-CORROSION METHOD USED SHALL BE HOT DIP GALVANIZED, ALTERNATIVE METHODS SHALL BE SUBMITTED TO THE ENGINEER AS A SHOP REVIEW.

ALL WELDS SHALL BE DETAILED BY A DELEGATE ENGINEER UNLESS SPECIFIED OTHERWISE IN THE PLAN.

WELD SIZE AND ORIENTATION ON THE DRAWINGS SHALL STILL BE REVIEWED BY A DELEGATE ENGINEER AND ONLY REPRESENT A SUGGESTED WELD. SHOP DETAIL DRAWINGS WILL SUPERCEDE AND SHALL BE SIGNED AND SEALED BY A DELEGATE ENGINEER AND REVIEWED BY THE ENGINEER OF RECORD.

NUMBER OF BOLTS, BOLT PATTERN, SIZE OF BOLTS AND ORIENTATION ON THE DRAWINGS SHALL STILL BE REVIEWED BY A DELEGATE ENGINEER AND ONLY REPRESENT A SUGGESTED APPLICATION. SHOP DETAIL DRAWINGS WILL SUPERCEDE AND SHALL BE SIGNED AND SEALED BY A DELEGATE ENGINEER AND REVIEWED BY THE ENGINEER OF RECORD.

UNLESS SPECIFICALLY SPECIFIED OTHERWISE ON THE DETAIL DRAWINGS ALL:

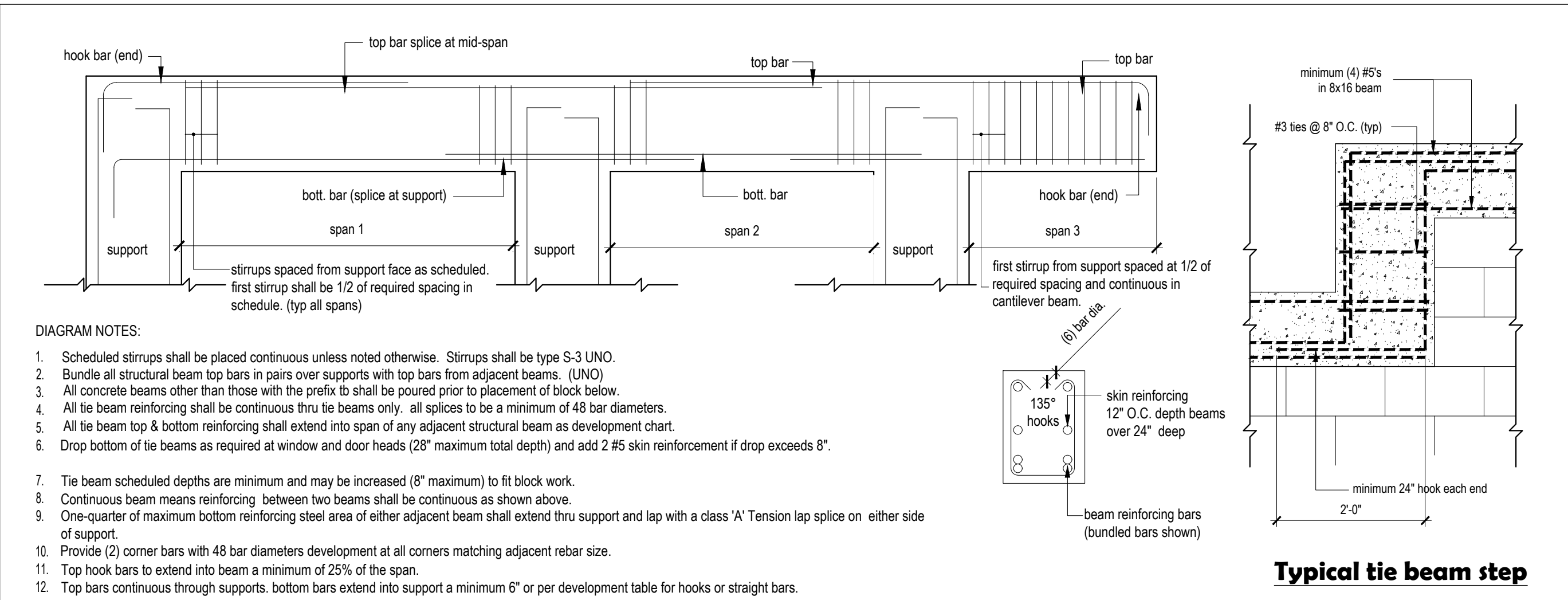
BOLTS AND SHEAR STUDS FROM 1" TO 1.5" SHALL CONFORM TO ASTM A325 TYPE 3 FOR CORROSION PROTECTION.

SHEAR STUDS FROM .375" TO .75" SHALL CONFORM TO ASTM A108

HOOKED BARS, J-BARS, HEADED RODS AND THREADED RODS SHALL CONFORM TO ASTM F1554 Gr. 36

MISSID FILLED CELL NOTE:
IN THE EVENT A CONTRACTOR MISSES A FILLED CELL DOWEL, THE CONTRACTOR SHALL DOWEL & EPOXY THE MISSED REBAR A MINIMUM OF 12 BAR DIAMETERS INTO THE EXISTING FOOTING AND INSTALL PER THE EPOXY SPECIFICATION PROVIDED HEREIN. THE DOWEL SHALL BE LONG ENOUGH TO PROVIDE THE REQUIRED EMBEDMENT AND THE REQUIRED LAP OF 48 BAR DIAMETERS, THEN BE SPLICED TO ANOTHER REBAR THAT IS CONTINUOUS TO THE TIE-BEAM ABOVE.

Ultimate Wind Speed		160 mph		Exposure D		Fully Enclosed		ASD Wind Pressures									
	Walls				Roofs												
	Positive		Negative		Positive		Negative										
	All zones	Zone 4	Zone 5		All zones	Zone 1	Zone 1'	Zone 2	Zone 2e	Zone 2n	Zone 2r	Zone 3	Zone 3e	Zone 3r			
10	40.63	-44.08	-54.41		9.60	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00			
20	38.80	-42.24	-50.74		9.60	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00			
50	36.38	-39.82	-45.90		9.60	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00			
100	34.55	-37.99	-42.24		9.60	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00			
500	30.30	-33.74	-33.74		9.60	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00	-16.00			



1
\$0.2

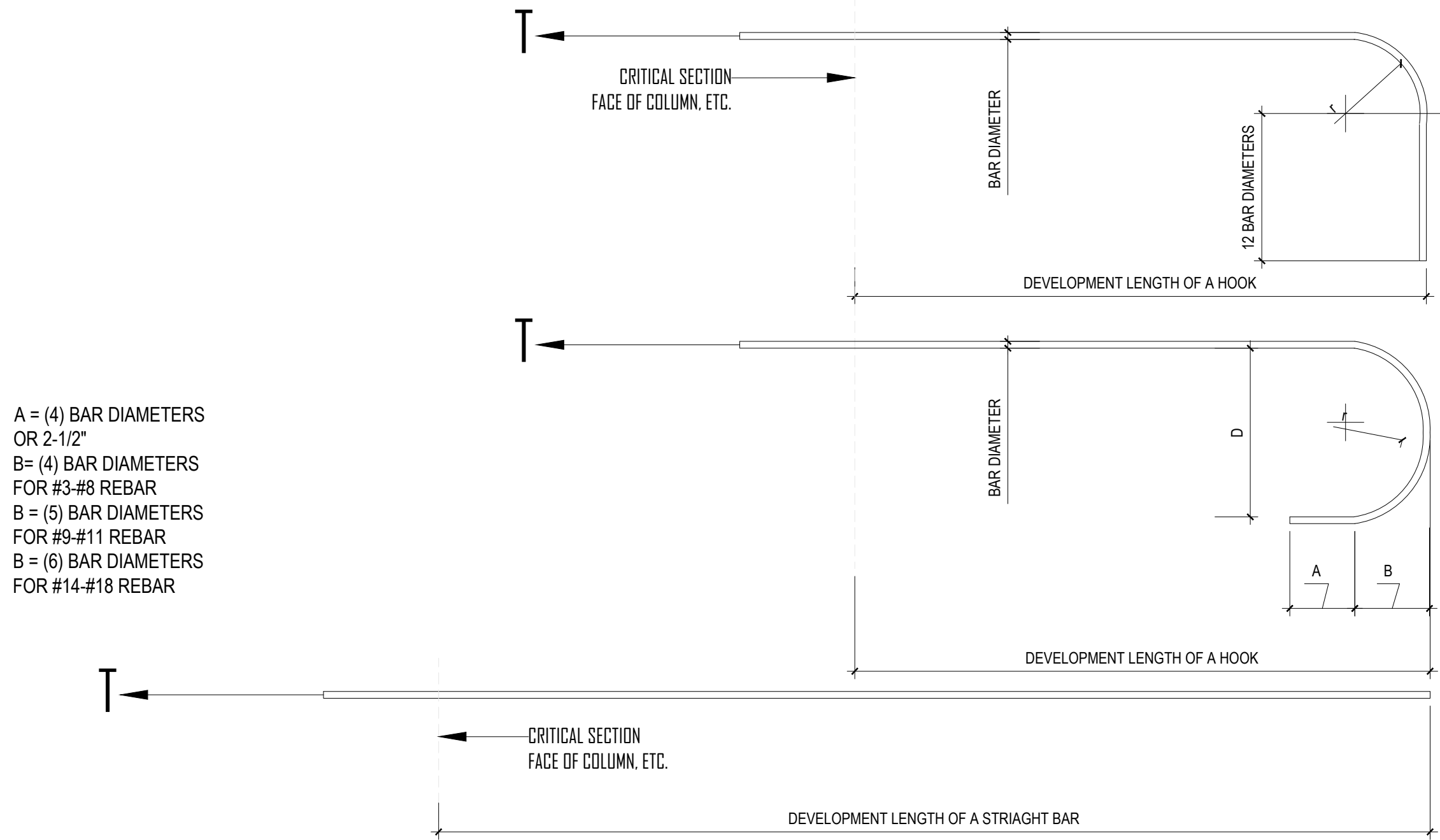
Detail

TYPICAL CONTINUOUS BEAM DIAGRAM - NOT KEYED ON PLANS

not to scale

CAST-IN-PLACE CONCRETE REINFORCING BAR LAP SPLICE SCHEDULE					REBAR DEVELOPMENT NON-EPOXY COATED TOP & BOTTOM BARS				
BAR SIZE Fy=60 ksi	TENSION BARS			COMPRESSION BARS	BAR SIZE Fy=60 ksi	TENSION BARS			COMPRESSION BARS
	3000 PSI	4000 PSI	5000 PSI	ALL STRENGTHS		3000 PSI	4000 PSI	5000 PSI	ALL STRENGTHS
#4	29"	25"	22"	15"	#4	23"	20"	18"	9"
#5	36"	31"	28"	19"	#5	29"	25"	22"	11"
#6	43"	37"	33"	23"	#6	35"	30"	27"	13"
#7	63"	54"	49"	27"	#7	63"	54"	49"	15"
#8	72"	62"	55"	30"	#8	72"	62"	55"	17"
#9	81"	70"	63"	34"	#9	81"	71"	63"	19"
#10	91"	79"	70"	39"	#10	89"	79"	70"	21"
#11	101"	87"	78"	43"	#11	98"	85"	76"	23"

NOTE: FOR BUNDLED BAR DEVELOPMENT LENGTH, MULTIPLY FACTORS ABOVE BY 1.2 FOR (2) & (3) BAR BUNDLES AND 1.33 FOR (4) BAR BUNDLES.



2
\$0.2

Detail

TYPICAL CONTINUOUS BEAM DIAGRAM - NOT KEYED ON PLANS

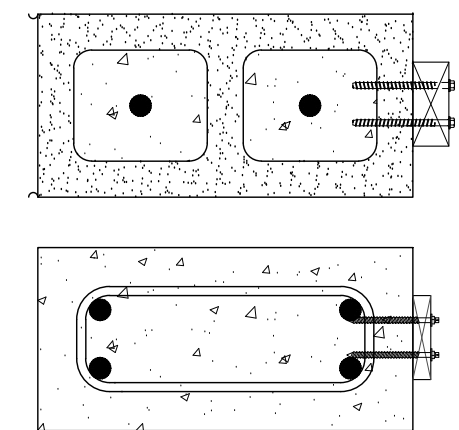
not to scale

SIMPSON STRONG-TIE WEDGE-ALL SPECIFICATION						
ANCHOR DIAMETER (IN)	MINIMUM EMBEDMENT (IN)	CRITICAL EDGE DISTANCE (IN)	CRITICAL SPACING (IN)	ALLOWABLE TENSION (LBS)	ALLOWABLE SHEAR (LBS)	INSTALL TORQUE (FT-LBS)
1/4	1-1/8"	2-1/2	2-1/2"	205	230	8
	2-1/4	2-1/2	3-1/8	530	230	
	1-3/4	3-3/4	2-3/8	555	570	
3/8	2-5/8	3-3/4	3-5/8	1,100	1,055	30
	3-3/8	3-3/4	4-3/4	1,140	1,055	
	2-1/4	5	3-1/8	1,070	1,485	
1/2	3-3/8	5	4-3/4	1,985	1,850	60
	4-1/2	5	6-1/4	2,350	1,850	
	2-3/4	6-1/4	3-7/8	1,640	1,900	
5/8	4-1/2	6-1/4	6-1/4	2,990	2,740	90
	5-1/2	6-1/4	7-3/4	2,990	2,740	
	3-3/8	7-1/2	4-3/4	2,090	2,840	
3/4	5	7-1/2	7	3,225	4,610	150
	6-3/4	7-1/2	9-1/2	3,380	4,610	
	4-1/2	10	6-1/4	3,885	5,730	
1	9	10	12-5/8	6,335	6,345	300

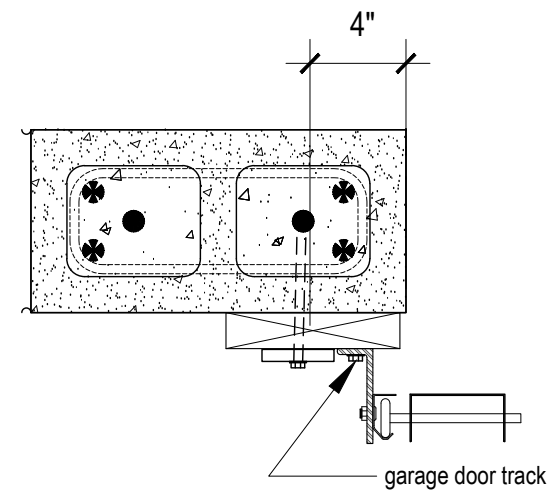
- Notes:
- Allowable loads listed are based on a safety factor of 4.
 - Allowable loads are based on $f_c = 3000$ psi.
 - Minimum concrete thickness is 1.5 times embedment depth.
 - Refer to Simpson Strong-Tie Wedge-All specification for further information.
 - All fasteners are to be Carbon Steel.
 - Provide Zinc Plated fasteners for interior applications.
 - Provide Hot-Dipped Galvanized for exterior applications.
 - Florida Product Approval # FL11506.8 for all Simpson Strong-Tie Wedge-All Products listed above.

Concrete Anchor Specifications						
Fastener	Min. Embedment	Allowable Shear Load	Allowable Tension Load Load	Material	Substrate Material	Fla. Product Approval
3/16" Ø TITEN Screw	1-1/4"	220#	160#	Carbon Steel	Hollow or Grout Filled CMU	2355.1
3/16" Ø TITEN Screw	1-1/4"	255#	305#	Carbon Steel	Concrete	2355.1
3/16" Ø TITEN Screw	1-1/4"	78#	78#	Stainless Steel	Hollow or Grout Filled CMU	2355.1
1/4" Ø TITEN Screw	1-1/4"	300#	165#	Carbon Steel	Hollow or Grout Filled CMU	2355.1
1/4" Ø TITEN Screw	1-1/4"	400#	365#	Carbon Steel	Concrete	2355.1
1/4" Ø TITEN Screw	1-1/4"	124#	137#	Stainless Steel	Hollow or Grout Filled CMU	2355.1
3/8" Ø TITEN HDScrew	2-3/4"	870#	480#	Carbon Steel	Grouted CMU	11506.7
1/2" Ø TITEN HDScrew	3-1/2"	1,385#	690#	Carbon Steel	Grouted CMU	11506.7
5/8" Ø TITEN HDScrew	4-1/2"	2,085#	1,060#	Carbon Steel	Grouted CMU	11506.7
3/4" Ø TITEN HDScrew	5-1/2"	3,000#	1,600#	Carbon Steel	Grouted CMU	11506.7

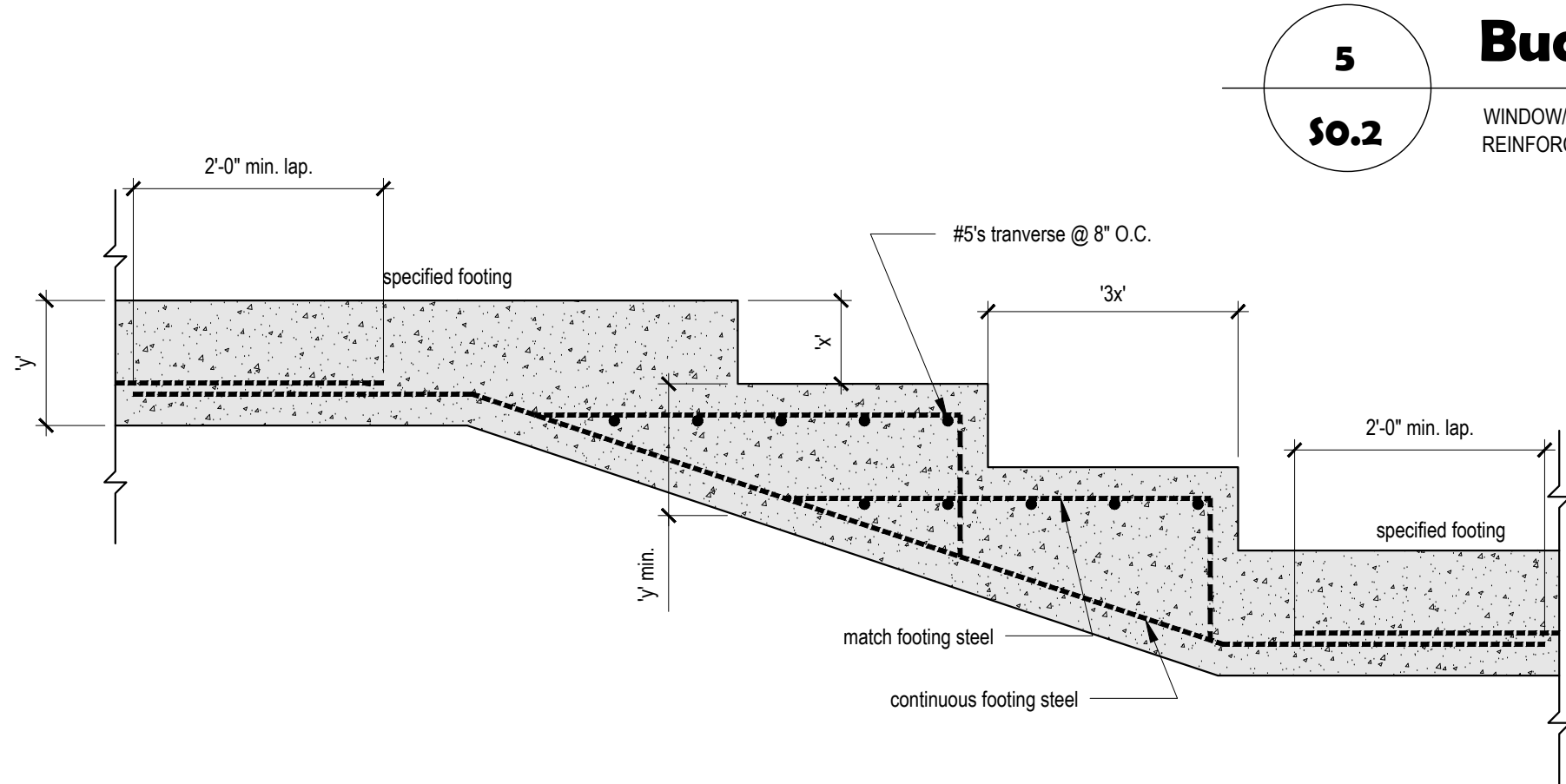
- Notes:
- Stainless steel fasteners may only be used when specifically stated on the detail drawings.
 - Design values in masonry substrate refer to face shell embedment only.
 - Simpson fasteners may not be installed within 1-1/4" of mortar joint, when installed into masonry
 - All fasteners design values into concrete substrate are based on 3,000 psi concrete strength..



Continuous @ perimeter of opening :
2x P.T. wood buck w/ 1/2" x 4" Titen HD @ 8" O.C. - Staggered.
(1 3/4" embed MIN. concrete or reinforced masonry).
OR
Continuous 1x P.T. wood buck w/ 1/4" x 3 1/2" Tapcons @ 8" O.C. - staggered. (2 1/2" embed MIN. concrete or masonry)



Both sides O.H. garage door opening :
2x6 P.T. wood buck w/ 1/2" J" bolt to rebar 6" long @ 12" O.C. maintain MIN. A 4" edge space and install W/ Simpson' PL5-3x3.5

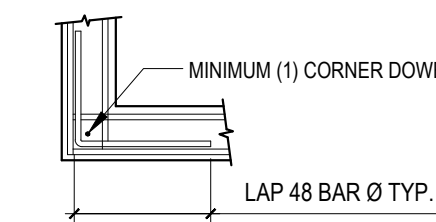


4
\$0.2

Typical Stepped Footing

NOT TO SCALE

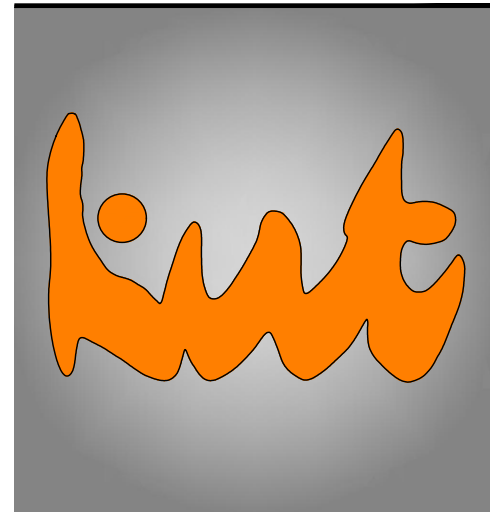
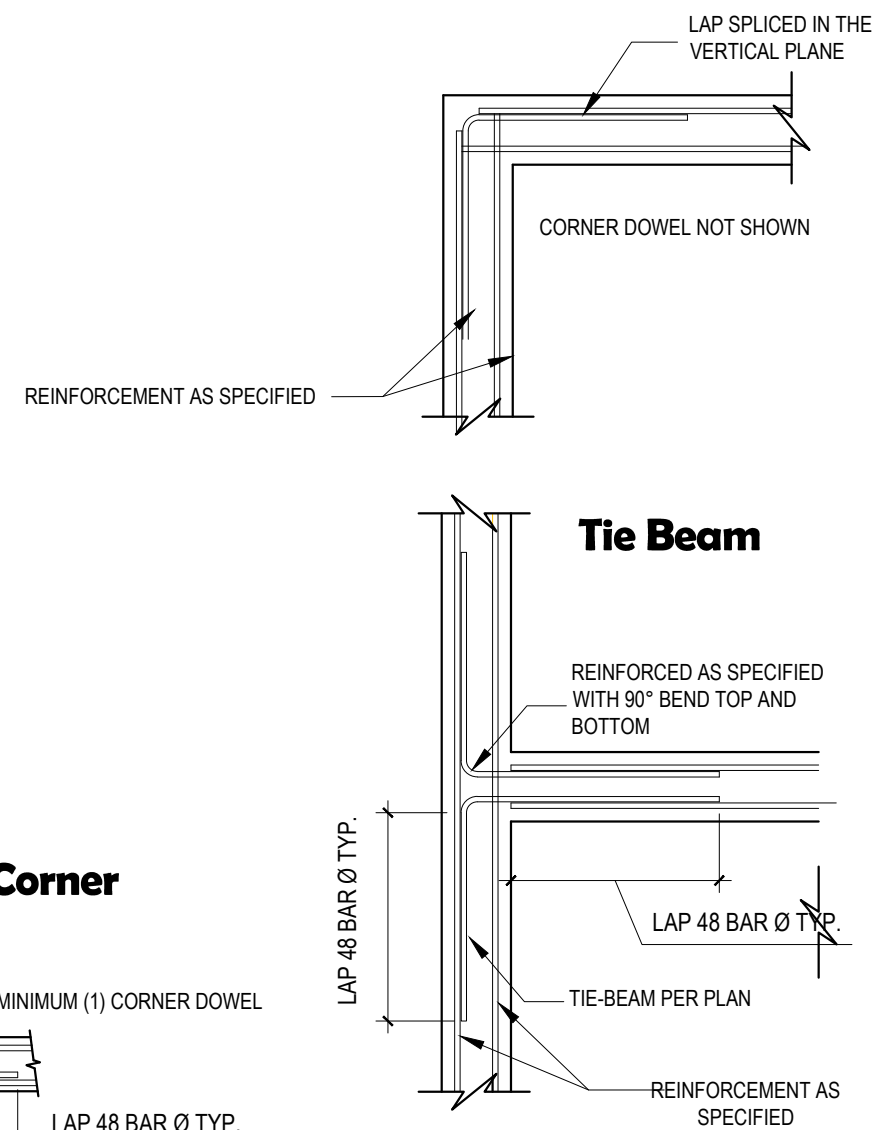
Footing Corner



3
\$0.2

Reinforcing Laps

not to scale

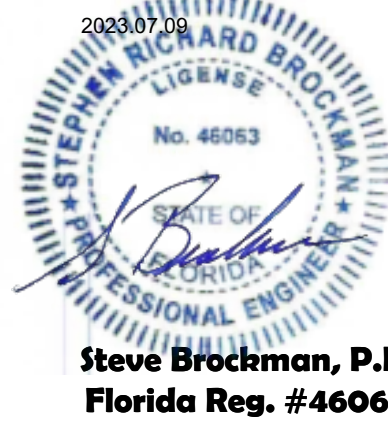


E-Mail kfrhea@gmail.com
Cell 321-356-0980
In coordination with:

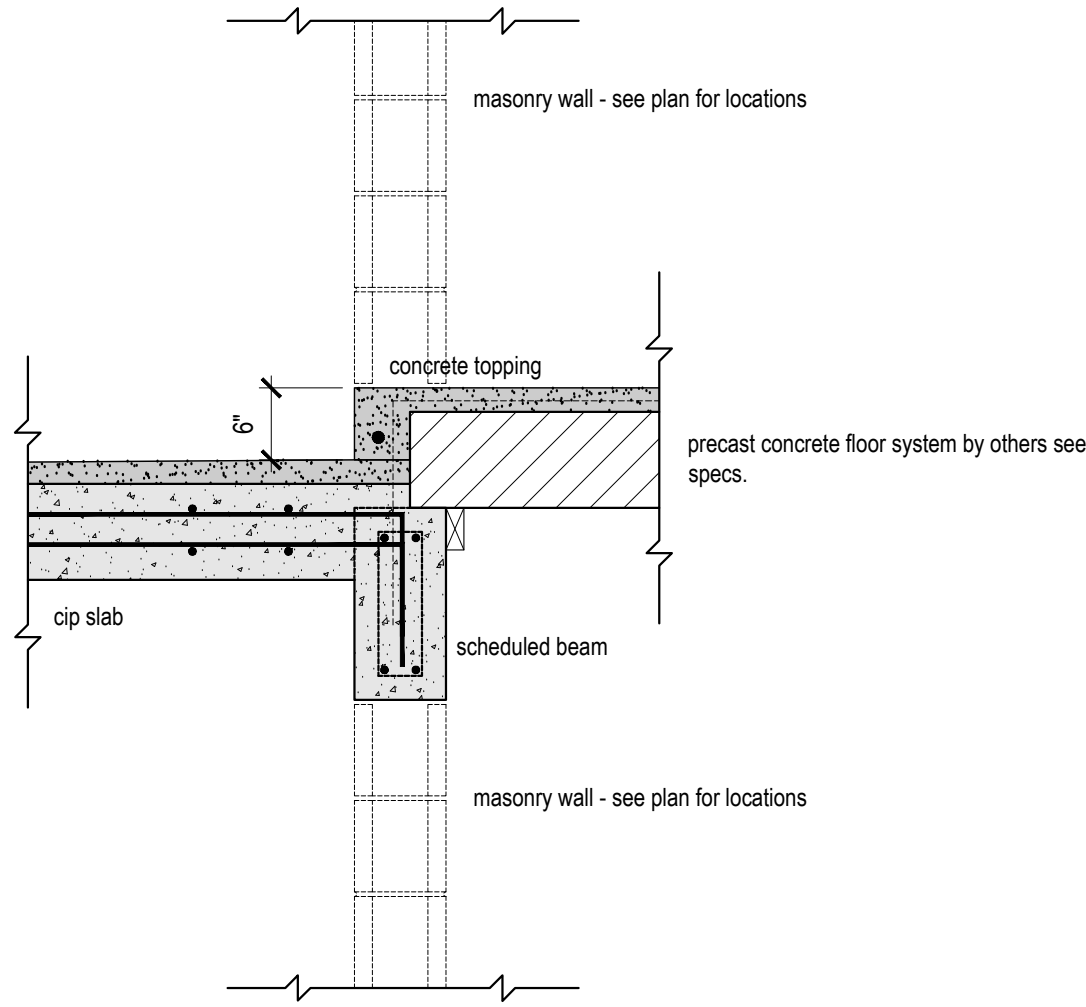


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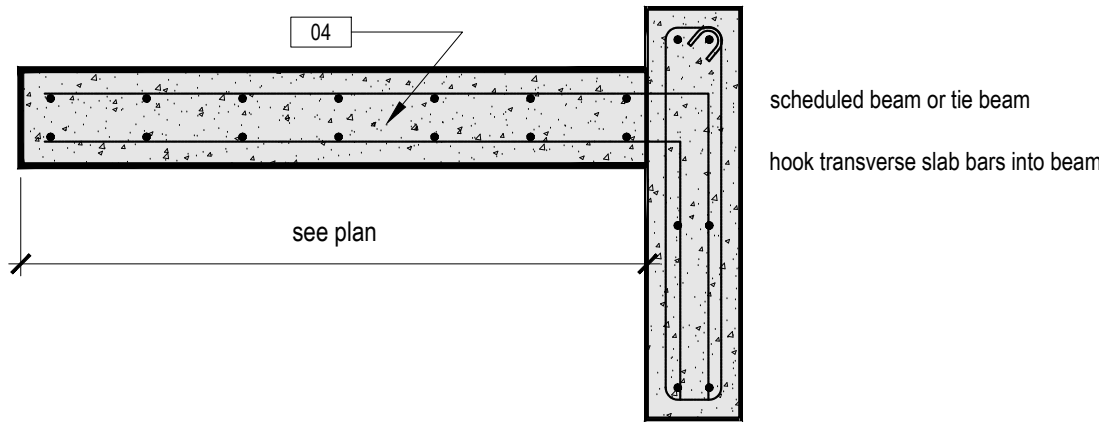


5

CIP slab/Beam/plank

§0.3

NTS



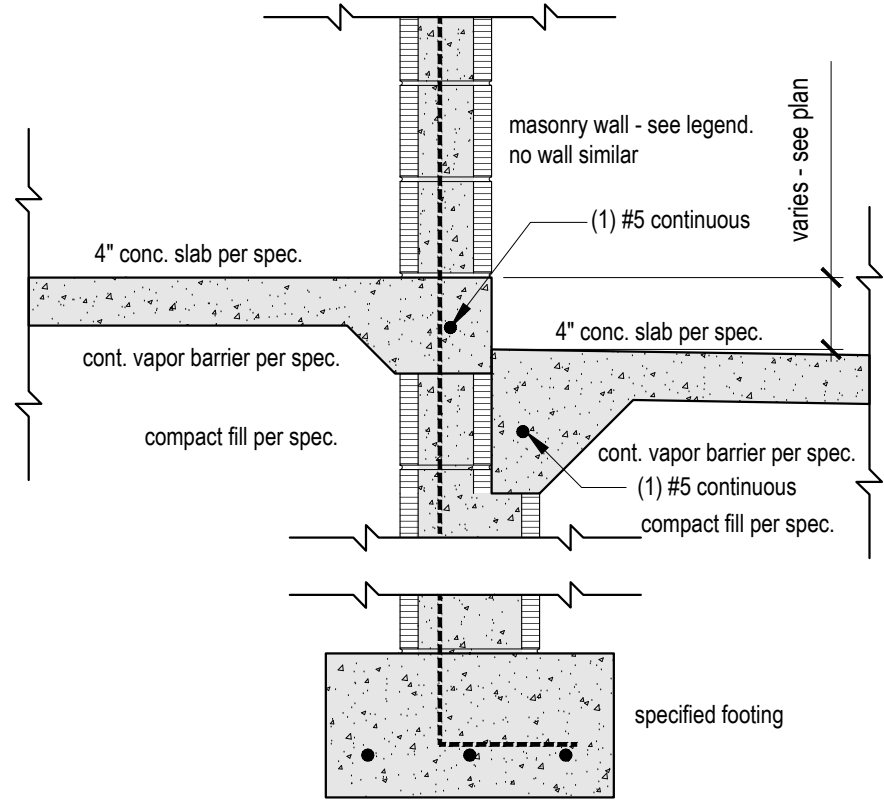
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Typical Elevated slab

§0.3

TYPICAL DETAIL - NOT KEYED

NOT TO SCALE



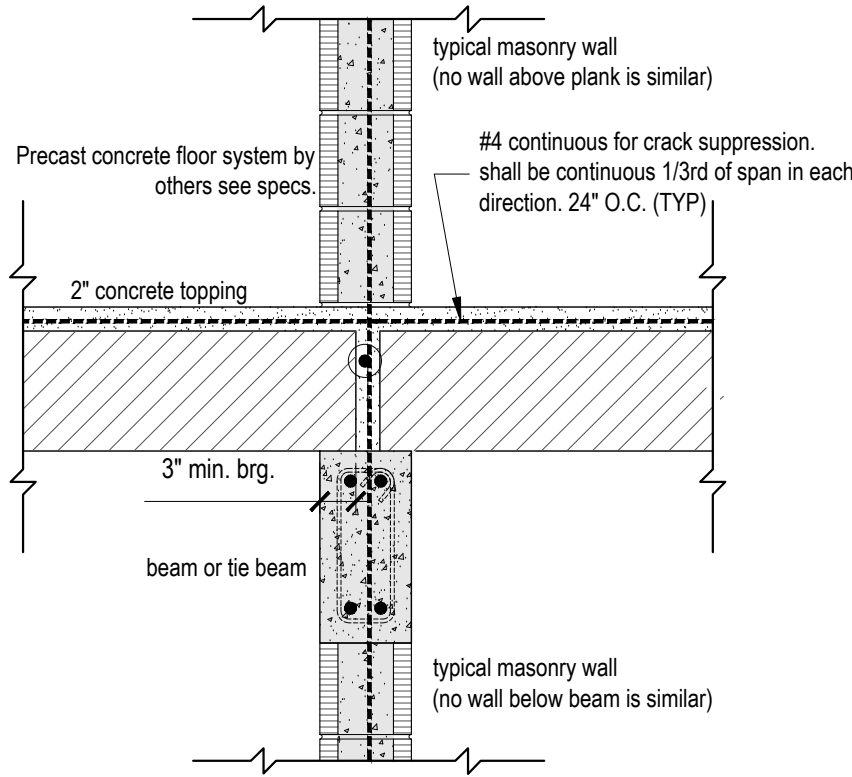
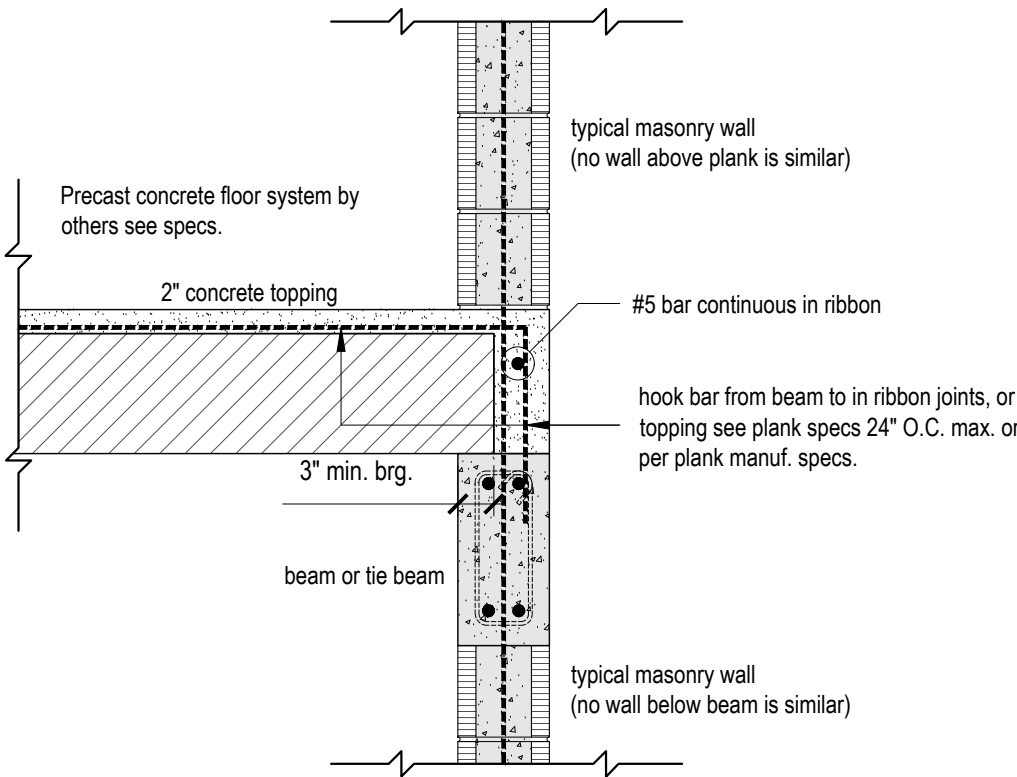
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Foundation Detail

§0.3

STEP OUT - TYPICAL NOT KEYED

NOT TO SCALE



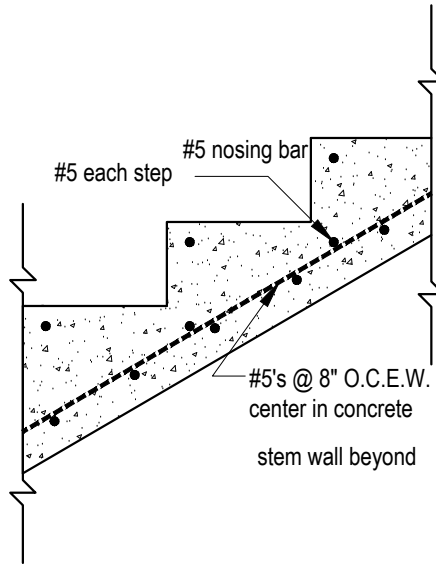
4

Typical plank to wall/beam

§0.3

TYPICAL DETAIL - NOT KEYED

NOT TO SCALE

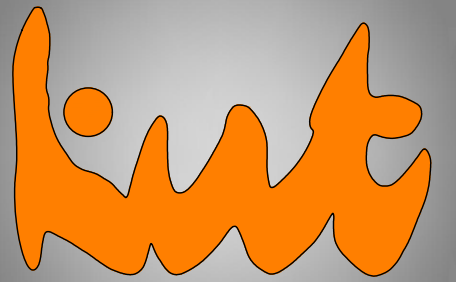


2

Concrete stair

§0.3

NTS

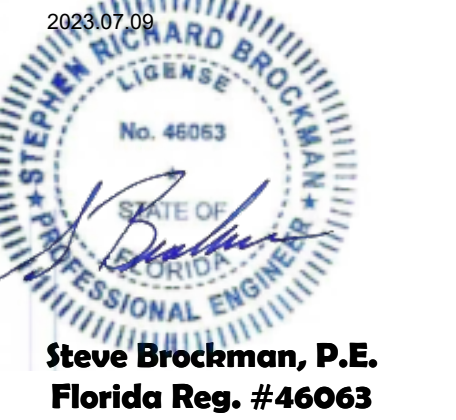


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In coordination with:

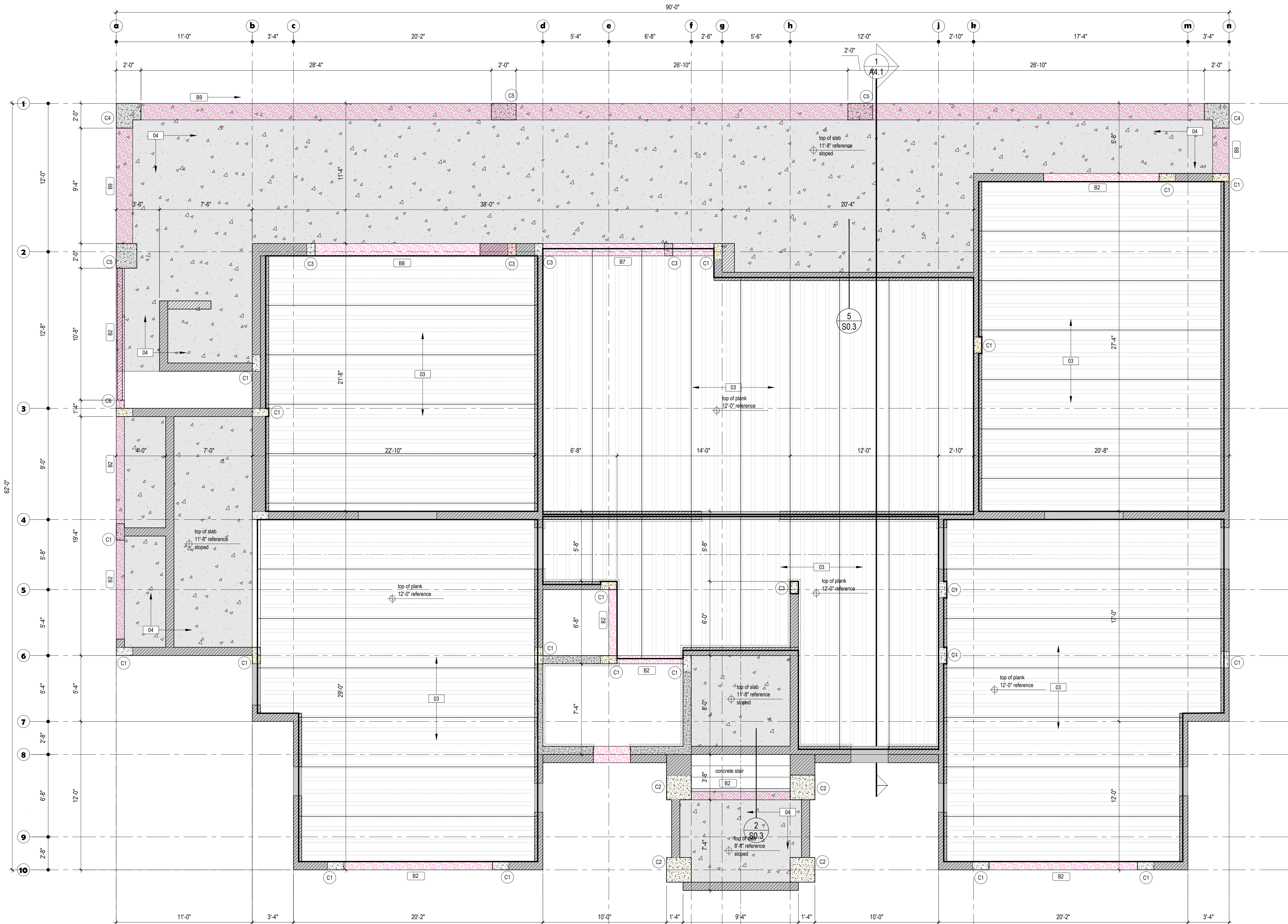


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250 Tropical Shores
Fort Myers Beach, Fl.



§0.3



Legend

Typical masonry wall:
8" nominal - Continuous 8x16 Concrete tie beam W/ (2)#5's top and (2)#5's bottom.
Provide #5 Vertical REINFORCING IN FILLED CELLS:
As required in "MASONRY CELL SPACING TABLE".
(3) @ all corners
(1) minimum adjacent to all openings
(2) consecutive adjacent to openings > 8'-0".
Provide (2) under all girder locations.
Unless a cast in place column is specified, there may be sections that specify different cell spacing, located on the plan, denoted by:

@ All masonry wall openings U.O.N. denoted by:

For tie beams over masonry openings (8x16 nominal W/ (4) #5's (2) top & (2) bottom) ADD #3 stirrups @ 8" O.C. Where required to drop beam to top of opening head below in lieu of precast lintels - add an additional row of bottom steel for every 8" of drop required for dimensions between (UP TO 6") lower bottom row of steel 50% of drop - minimum 11/2" coverage. See architectural DWG's for height and location or Use precast lintel. (8F81B-1T U.O.N.)

Typical Footing - see schedule

Specified Beam

Specified column

8" nominal CMU non-load bearing wall - no vertical reinforcing - Use un-reinforced lintels over all openings U.O.N.

Typical CIP wall:
8" nominal(UO.N) W/ #5's @ 16" O.C.E.W.

CIP Wall.

Keynotes

01. Typical roof trusses: Pre-engineered manufactured trusses at 24" O.C. W/ 1/2" APA rated exterior exposure decking attached per specification. provide shop drawings & layouts w/ all uplift loads and support loads for approval prior to fabrication and placement. See specification sheet for additional information. Use HETAZ20 at connection to masonry walls and HTS20 at connection to wood frame walls or beams. typical U.O.N. a. 2-ply min. Girder see truss drawings and engineering. Use HGT at connection to Masonry Walls. Typical U.O.N.

02. Ledger: (2)x12's P.T. W/ (2) rows 1/2" Redheads staggered @ 12" O.C. Typical as shown by: U.O.N. Where ledger is connected to hollow masonry Use (2) rows 1/2" Tapcons - Embed 2 1/2" Min. @ 8" O.C.

03. 8" plank with 2" topping - shop drawings to be provided, reviewed and approved.

04. 8" thick CIP slab W/ (2) layers #5's @ 8" O.C.E.W. hook bars into all adjacent beams (cantilevered in some locations). Slope to drain.

05. 4" thick slab per spec.

Column Schedule

Designation	Description
C1	8x16 nominal Reinforced concrete W/ (6) #5's vertical reinforcing and #3 ties @ 8" O.C.V.
C2	24x24 nominal Reinforced concrete W/ (12) #6's vertical reinforcing and #3 ties @ 8" O.C.V.
C3	8x12 nominal Reinforced concrete W/ (6) #5's vertical reinforcing and #3 ties @ 8" O.C.V.
C4	24x24 x 16w nominal 'L' shaped Reinforced concrete W/ (14) #6's vertical reinforcing and #3 ties @ 8" O.C.V.
C5	16x24 nominal Reinforced concrete W/ (10) #6's vertical reinforcing and #3 ties @ 8" O.C.V.
C6	16x16 x 8w nominal 'L' shaped Reinforced concrete W/ (10) #6's vertical reinforcing and #3 ties @ 8" O.C.V.

NOTES:
1. Minimum 2" coverage all steel

Beam Schedule

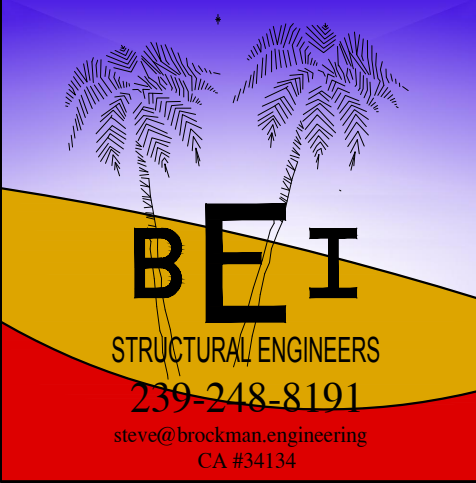
Designation	Description
B1	8 x 20 Nominal concrete beam W/ (2) #5's Top & (2) #6's Bottom and #3 Stirrups @ 4" O.C.
B2	8 x 16 Nominal concrete beam W/ (2) #6's Top, (2) #5's Mid. & (2) #6's Bottom and #3 Stirrups @ 4" O.C.
B3	8 x 24 Nominal concrete beam W/ (2) #7's Top, (2) #5's Mid. & (2) #6's Bottom and #3 Stirrups @ 4" O.C.
B4	12 x 24 Nominal concrete beam W/ (3) #7's Top, (2) #5's Mid. & (6) #6's Bottom(bundled) and #3 Stirrups @ 4" O.C.
SB5	W16x89
B6	12 x 16 Nominal concrete beam W/ (3) #7's Top, (2) #5's Mid. & (4) #6's Bottom(bundled) and #3 Stirrups @ 4" O.C.
B7	12 x 32 Nominal concrete beam W/ (3) #7's Top, (2) #5's Mid. & (3) #6's Bottom and #3 Stirrups @ 4" O.C.
B8	12 x 16 Nominal concrete beam W/ (3) #7's Top & (3) #6's Bottom and #3 Stirrups @ 4" O.C.
B9	16 x 18 Nominal concrete beam W/ (4) #7's Top & (6) #6's Bottom and #3 Stirrups @ 4" O.C.

NOTES:
1. Minimum 2" coverage all steel



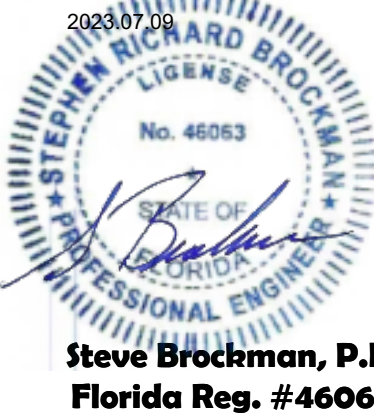
E-Mail kbrhea@gmail.com
Cell 321-356-0980

In coordination with:



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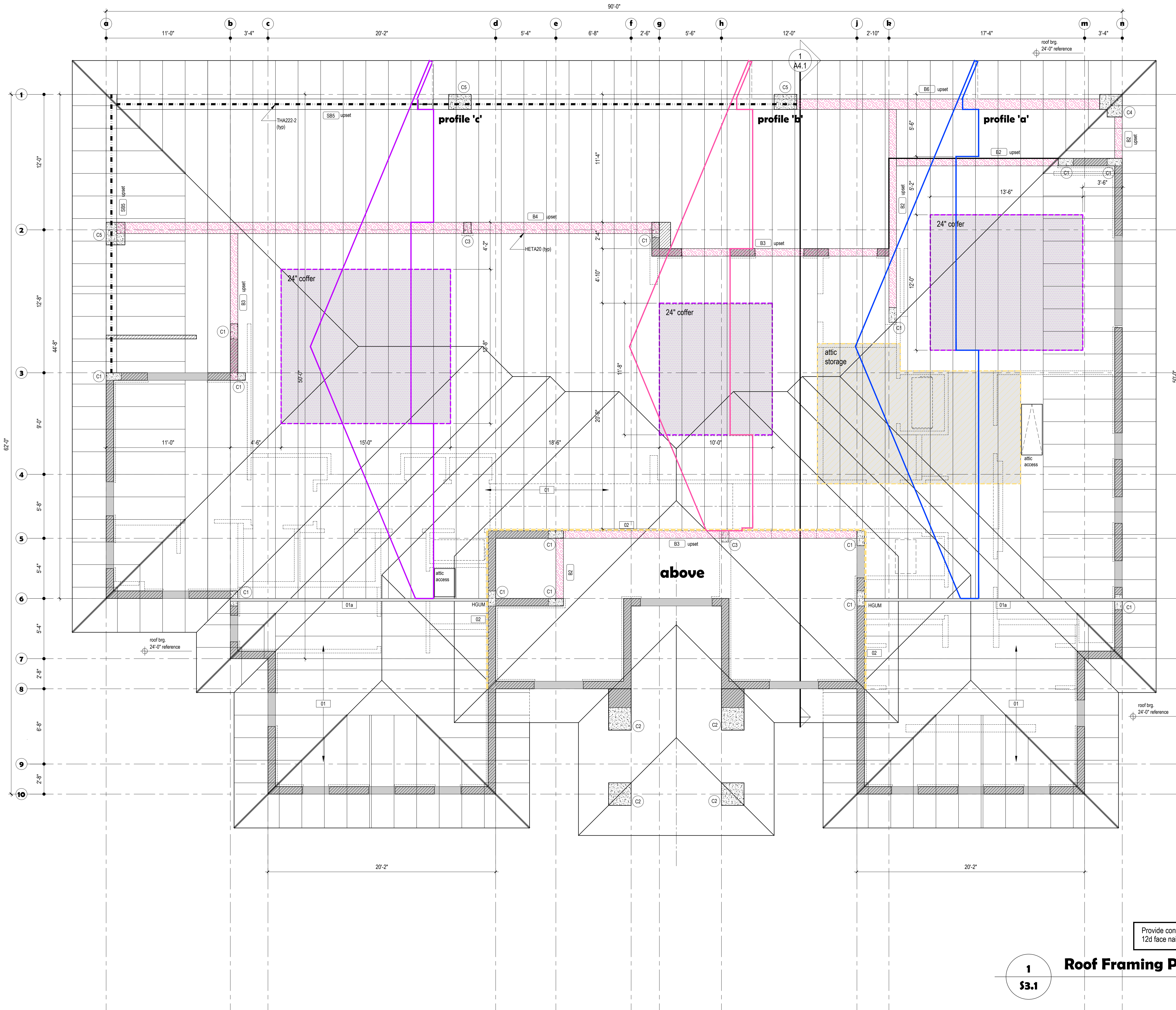
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Fort Myers Beach, FL.



S2.1

1
S2.1 Plank Plan

Scale: 1/4" = 1' - 0"



Legend

Typical masonry wall:
8" nominal - Continuous 8x16 Concrete tie beam W/ (2)#5's top and (2)#5's bottom.
Provide #5 Vertical REINFORCING IN FILLED CELLS:
As required in "MASONRY CELL SPACING TABLE".
(3) @ all corners
(1) minimum adjacent to all openings
(2) consecutive adjacent to openings > 8'-0".
Provide (2) under all girder locations.
Unless a cast in place column is specified, there may be sections that specify different cell spacing, located on the plan, denoted by:

@ All masonry wall openings U.O.N. denoted by:
For tie beams over masonry openings (8x16 nominal W/ (4) #5's (2) top & (2) bottom) ADD #3 stirrups @ 8" O.C. Where required to drop beam to top of opening head below in lieu of precast lintels - add an additional row of bottom steel for every 8" of drop required for dimensions between (UP TO 6') lower bottom row of steel 50% of drop - minimum 11/2" coverage. See architectural DWG's for height and location or Use precast lintel. (8F81B-1T U.O.N.)

Typical Footing - see schedule
Specified Beam
Specified column
8" nominal CMU non-load bearing wall - no vertical reinforcing - Use un-reinforced lintels over all openings U.O.N.
CIP Wall.
Typical CIP wall:
8" nominal(UO.N) W/ #5's @ 16" O.C.E.W.

Keynotes

- Typical roof trusses: Pre-engineered manufactured trusses at 24" O.C. W/ 1/2" APA rated exterior exposure decking attached per specification. provide shop drawings & layouts w/ all uplift loads and support loads for approval prior to fabrication and placement. See specification sheet for additional information. Use HETA20 at connection to masonry walls and HTS20 at connection to wood frame walls or beams. Typical U.O.N. a. 2-ply min. Girder see truss drawings and engineering. Use HGT at connection to Masonry Walls. Typical U.O.N.
- Ledger: (2)x12's P.T. W/ (2) rows 3/4" Redheads staggered @ 12" O.C. Typical as shown by U.O.N. Where ledger is connected to hollow masonry Use (2) rows 1/2" Tapcons - Embed 2 1/2" Min. @ 8" O.C.
- 8" plank with 2" topping - shop drawings to be provided, reviewed and approved.
- 8" thick CIP slab W/ (2) layers #5's @ 8" O.C.E.W. hook bars into all adjacent beams (cantilevered in some locations). Slope to drain.
- 4" thick slab per spec.

Column Schedule

Designation	Description
C1	8x16 nominal Reinforced concrete W/ (6) #6's vertical reinforcing and #3 ties @ 8" O.C.V.
C2	24x24 nominal Reinforced concrete W/ (12) #6's vertical reinforcing and #3 ties @ 8" O.C.V.
C3	8x12 nominal Reinforced concrete W/ (6) #6's vertical reinforcing and #3 ties @ 8" O.C.V.
C4	24x24 x 16w nominal 'L' shaped Reinforced concrete W/ (14) #6's vertical reinforcing and #3 ties @ 8" O.C.V.
C5	16x24 nominal Reinforced concrete W/ (10) #6's vertical reinforcing and #3 ties @ 8" O.C.V.
C6	16x16 x 8w nominal 'L' shaped Reinforced concrete W/ (10) #6's vertical reinforcing and #3 ties @ 8" O.C.V.

NOTES:
1. Minimum 2" coverage all steel

Beam Schedule

Designation	Description
B1	8 x 20 Nominal concrete beam W/ (2) #5's Top & (2) #6's Bottom and #3 Stirrups @ 4" O.C.
B2	8 x 16 Nominal concrete beam W/ (2) #6's Top, (2) #5's Mid. & (2) #6's Bottom and #3 Stirrups @ 4" O.C.
B3	8 x 24 Nominal concrete beam W/ (2) #7's Top, (2) #5's Mid. & (2) #6's Bottom and #3 Stirrups @ 4" O.C.
B4	12 x 24 Nominal concrete beam W/ (3) #7's Top, (2) #5's Mid. & (6) #6's Bottom(bundled) and #3 Stirrups @ 4" O.C.
SBS	W16x89
B6	12 x 16 Nominal concrete beam W/ (3) #7's Top, (2) #5's Mid. & (4) #6's Bottom(bundled) and #3 Stirrups @ 4" O.C.
B7	12 x 32 Nominal concrete beam W/ (3) #7's Top, (2) #5's Mid. & (3) #6's Bottom and #3 Stirrups @ 4" O.C.
B8	12 x 16 Nominal concrete beam W/ (3) #7's Top & (3) #6's Bottom and #3 Stirrups @ 4" O.C.
B9	16 x 18 Nominal concrete beam W/ (4) #7's Top & (6) #6's Bottom and #3 Stirrups @ 4" O.C.

NOTES:
1. Minimum 2" coverage all steel

Provide continuous Structural fascia: 1 3/4" x 7 1/4" LVL W/ (2) 12d face nails per TRUSS.

Roof Framing Plan

1

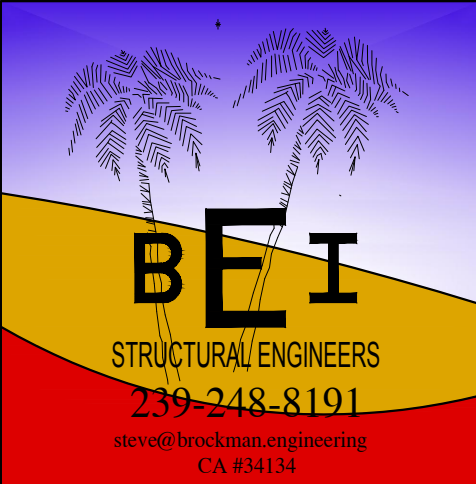
\$3.1

Scale: 1/4" = 1' - 0"



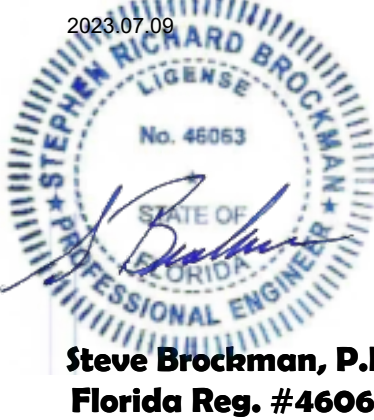
E-Mail kbrhea@gmail.com
Cell 321-356-0980

In coordination with:

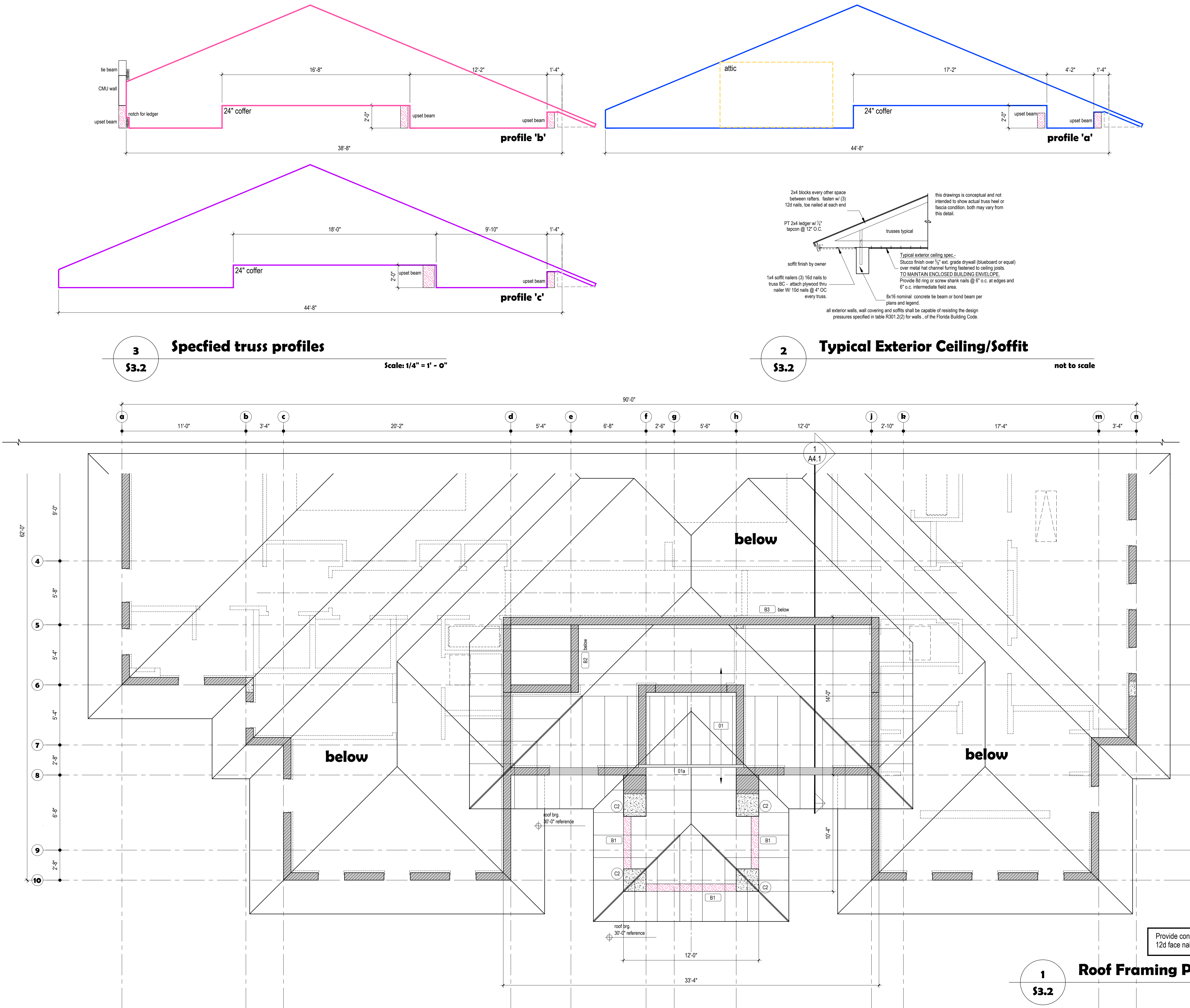


Permit 2023-05-31

Katrina & Brad Voyles
250 Tropical Shores
Fort Myers Beach, FL.



\$3.1



Legend

Typical masonry wall.
8" nominal - Continuous 8x16 Concrete tie beam W/ (2)#5's top and (2)#5's bottom.
Provide #5 Vertical REINFORCING IN FILLED CELLS:
As required in "MASONRY CELL SPACING TABLE",
(3) @ all corners
(1) minimum adjacent to all openings
(2) consecutive adjacent to openings > 8'-0".
Provide (2) under all girder locations.
Unless a cast in place column is specified, there may be sections that specify different cell spacing, located on the plan, denoted by:

@ All masonry wall openings U.O.N. denoted by:

For tie beams over masonry openings (8x16 nominal W/ (4) #5's (2) top & (2) bottom) ADD #3 stirrups @ 6" O.C. Where required to drop beam to top of opening head below in lieu of precast lintels - add an additional row of bottom steel for every 8" of drop required for dimensions between (UP TO 6") lower bottom row of steel 50% of drop - minimum 11/2" coverage. See architectural DWG's for height and location or Use precast lintel. (8F81B-1T U.O.N.)

Typical Roofing - see schedule
Specified Beam

Specified column

8" nominal CMU non-load bearing wall - no vertical reinforcing - Use un-reinforced lintels over all openings UON.

CIP Wall.

Typical CIP wall.
8" nominal(UON) W/ #5's @ 16" O.C.E.W.

Keynotes

- Typical roof trusses. Pre-engineered manufactured trusses at 24" O.C. W/ 1/2" APA rated exterior exposure decking attached per specification. provide shop drawings & layouts w/ all uplift loads and support loads for approval prior to fabrication and placement. See specification sheet for additional information. Use HETAT20 at connection to masonry walls and HTS20 at connection to wood frame walls or beams. typical U.O.N. a. 2-ply min. Girder see truss drawings and engineering. Use HGT at connection to Masonry Walls. Typical U.O.N.
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NOTES:
1. Minimum 2" coverage all steel

indicates column above

Beam Schedule

Designation	Description
B1	8 x 20 Nominal concrete beam W/ (2) #5's Top & (2) #6's Bottom and #3 Stirrups @ 4" O.C.
B2	8 x 16 Nominal concrete beam W/ (2) #6's Top, (2) #5's Mid. & (2) #6's Bottom and #3 Stirrups @ 4" O.C.
B3	8 x 24 Nominal concrete beam W/ (2) #7's Top, (2) #5's Mid. & (2) #6's Bottom and #3 Stirrups @ 4" O.C.
B4	12 x 24 Nominal concrete beam W/ (3) #7's Top, (2) #5's Mid. & (6) #6's Bottom(bundled) and #3 Stirrups @ 4" O.C.
SB5	W16x89
B6	12 x 16 Nominal concrete beam W/ (3) #7's Top, (2) #5's Mid. & (4) #6's Bottom(bundled) and #3 Stirrups @ 4" O.C.
B7	12 x 32 Nominal concrete beam W/ (3) #7's Top, (2) #5's Mid. & (3) #6's Bottom and #3 Stirrups @ 4" O.C.
B8	12 x 16 Nominal concrete beam W/ (3) #7's Top & (3) #6's Bottom and #3 Stirrups @ 4" O.C.
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NOTES:
1. Minimum 2" coverage all steel

Provide continuous Structural fascia: 1 3/4" x 7 1/4" LVL W/ (2) 12d face nails per TRUSS.

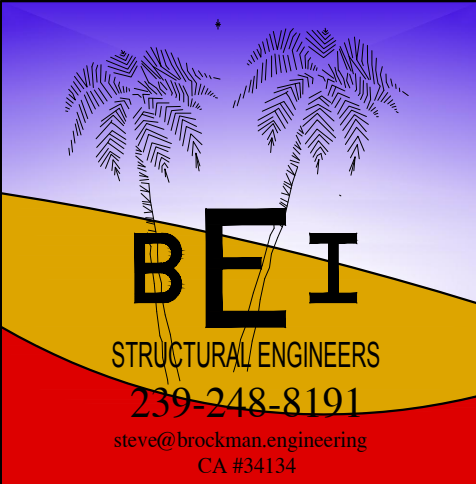
Roof Framing Plan(Upper Elevation)

Scale: 1/4" = 1' - 0"



E-Mail kbrhea@gmail.com
Cell 321-356-0980

In coordination with:

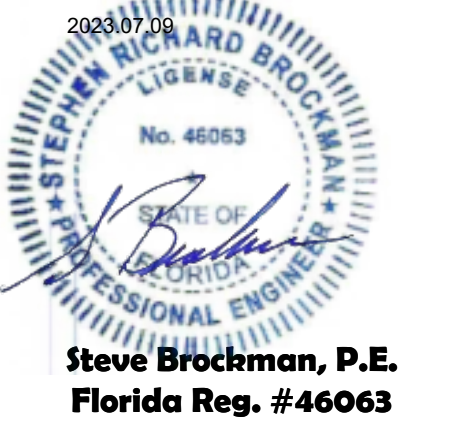


Steve Brockman, P.E.
Florida Reg. #46063

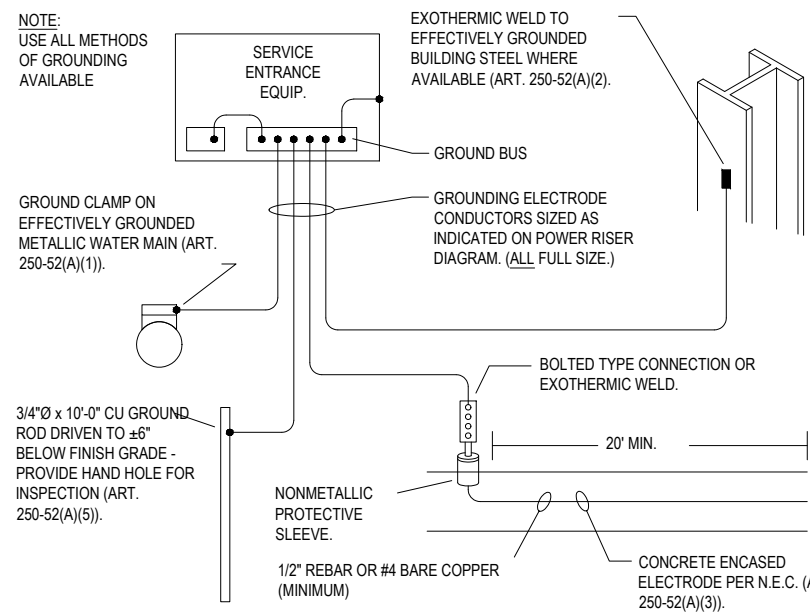
Permit 2023-05-31

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Katrina & Brad Voyles
250 Tropical Shores
Fort Myers Beach, FL.



S3.2

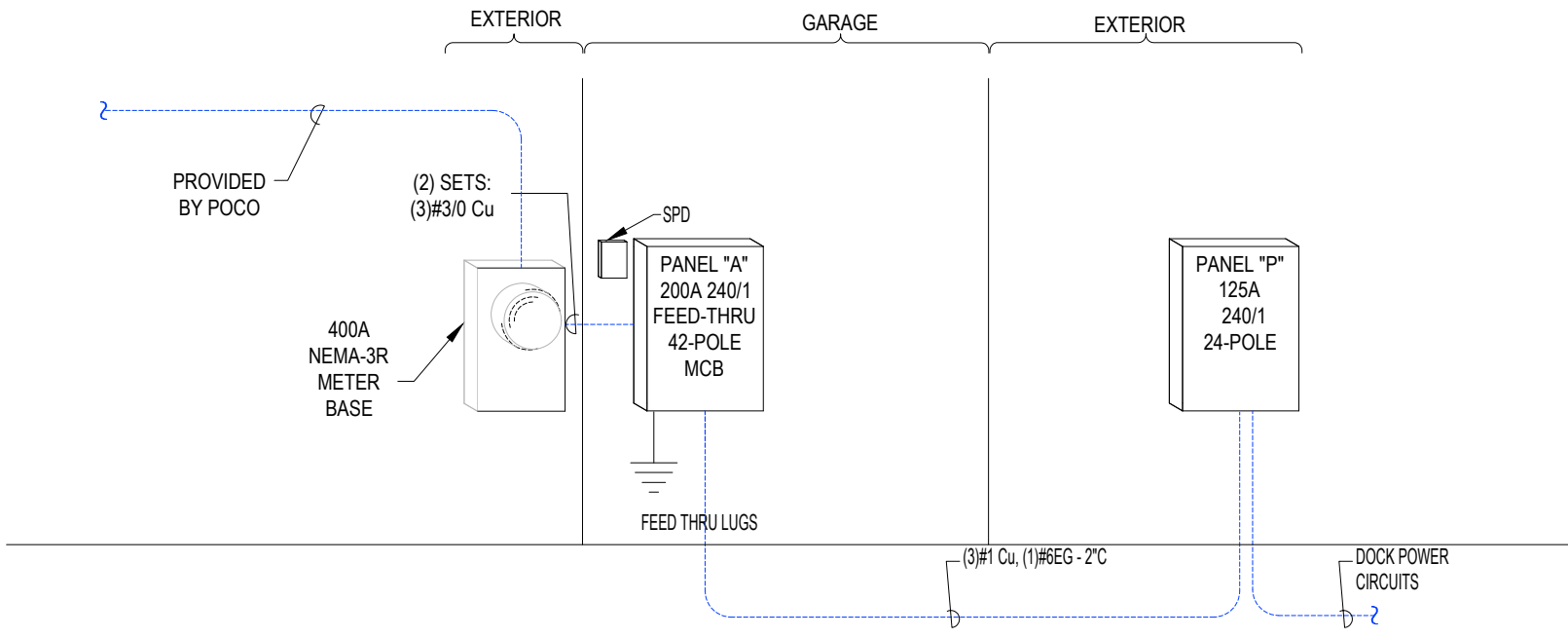


Service Ground Detail

1

El.O

NOT TO SCALE



Power Riser Diagram

2

El.O

NOT TO SCALE

Electrical specifications:

DIVISION 16000 - ELECTRICAL

16000 - GENERAL:

- ALL ELECTRICAL WORK FOR THE ENTIRE PROJECT SHALL BE PERFORMED IN A NEAT AND CRAFTSMANLIKE MANNER BY PERSONS SKILLED IN THE TRADE, AND SHALL BE DONE UNDER THE SUPERVISION OF A MASTER ELECTRICIAN LICENSED TO DO WORK IN THE AREA WHERE THE PROJECT IS TO BE CONSTRUCTED. ALL WORK SHALL BE IN STRICT ACCORDANCE WITH THE LATEST COPY OF THE NATIONAL ELECTRIC CODE PRESENTLY ENFORCED.

16100 - SCOPE:

- THE PROJECT INCLUDES ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE A COMPLETE ELECTRICAL INSTALLATION INCLUDING, BUT NOT LIMITED TO, POWER SERVICES (TEMPORARY, NORMAL, AND STAND-BY OR EMERGENCY), SWITCHBOARDS, AUTOMATIC TRANSFER SWITCHES, SERVICE ENTRANCE(S), DISCONNECTS, DISTRIBUTION PANELS, CONDUIT, WIRING, JUNCTION AND OUTLET BOXES, WIRING DEVICES AND COVER PLATES, LIGHTING FIXTURES, CONNECTION CHORDS, SPECIAL CONNECTIONS AND OUTLETS, ALL AS ILLUSTRATED ON THE PLANS, THE ELECTRICAL CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES, UTILITY COMPANIES, AND GOVERNING AUTHORITIES.
- THE ELECTRICAL CONTRACTOR TO FURNISH A MINIMUM 100 AMP SINGLE PHASE TEMPORARY SERVICE, POWER COMPANY FEES AND MONTHLY ELECTRIC BILL TO BE PAID BY THIS CONTRACTOR.

16110 - CODES:

- ALL WORK PERFORMED SHALL BE IN ACCORDANCE WITH ANSI, NFPA70, STATE OF FLORIDA LAWS, AND ALL LOCAL RULES AND REGULATIONS, INCLUDING THE NATIONAL ELECTRIC CODE AND THE FLORIDA ENERGY CODE PRESENTLY IN EFFECT.

16120 - PERMITS:

- ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS AND PAYING ALL FEES ASSOCIATED THEREWITH. ELECTRICAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING INSPECTIONS, INCLUDING ALL FEES ASSOCIATED WITH REINSPECTIONS.

16130 - DRAWINGS:

- THE DRAWINGS ARE DIAGRAMMATIC, AND DO NOT SHOW ALL CHANGES IN HEIGHT, STRUCTURAL MEMBERS, DUCTWORK, PIPING, BRACKETS AND ANY OTHER NUMBER OF ITEMS WHICH MIGHT CAUSE A CONFLICT. THIS CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH OTHER TRADES AS TO THE LOCATION OF HIS DEVICES AND NECESSARY AREAS FOR PANELS AND CONDUIT/WIRING RUNS. VERIFY AND COORDINATE ALL ELECTRICAL WORK WITH ALL TRADES TO PROVIDE A TIMELY INSTALLATION. ADDITIONAL CHARGES DUE TO LACK OF COORDINATION WILL NOT BE APPROVED.

16200 - MATERIAL:

- ALL MATERIALS SHALL BE NEW, FREE FROM DEFECTS, AND SHALL BE LISTED BY AND BEAR THE U.L. LABEL WHERE SUBJECT TO APPROVAL. MATERIALS SHALL BE OF THE SAME MANUFACTURER OR BRAND FOR EACH TYPE OF MATERIAL, UNLESS DESIGNATED OTHERWISE.

16210 - FIXTURES:

- ALL FIXTURES SHALL BE AS LISTED IN THE LIGHTING FIXTURE SCHEDULES/ RECOMMENDATIONS.
- LIGHTING FIXTURES ARE TO BE FURNISHED, INSTALLED, AND LAMPED UNDER THIS CONTRACT.

16220 - PANELS:

- ALL PANELS TO BE FURNISHED AS PER PANEL SCHEDULE. SQUARE D, OUTLER HAMMER AND ITE ARE ACCEPTABLE MANUFACTURERS.
- ALL SWITCHBOARD AND OVERCURRENT DEVICES SHALL BE SERIES-RATED TO WITHSTAND THE AVAILABLE FAULT CURRENT; VERIFY WITH LOCAL UTILITY COMPANY. SEE PANEL SCHEDULE.

16230 - DEVICES:

- EXTERIOR DISCONNECT SWITCHES SHALL BE NEMA 3R ENCLOSURES AND ELECTRICALLY PROTECTED AS PER MANUFACTURER'S SPECIFICATIONS. (SEE MECHANICAL).
- INTERIOR DISCONNECT SWITCHES SHALL BE NEMA 1 ENCLOSURES AND ELECTRICALLY PROTECTED AS PER MANUFACTURER'S SPECIFICATIONS. (SEE MECHANICAL).
- SWITCHES SHALL BE 20 AMP, SPECIFICATION GRADE TOGGLE SWITCHES, SIDE WIRED WITH GROUNDING TERMINAL, COLOR SHALL BE WHITE (UNLESS NOTED OTHERWISE) WITH MATCHING COVERPLATE; MOUNTING HEIGHT SHALL BE 48" AFF TO BOTTOM.
EXCEPTION: SWITCHES WITHIN DWELLING UNITS MAY BE 15 AMP, RESIDENTIAL GRADE, DECORA ROCKERS, SIDE WIRED WITH GROUNDING TERMINAL, COLOR SHALL BE WHITE (UNLESS NOTED OTHERWISE) WITH MATCHING COVERPLATE. MOUNTING HEIGHT SHALL BE 48" AFF TO BOTTOM.
- RECEPTACLES SHALL BE 15 AMP (MINIMUM), SPECIFICATION GRADE, SIDE WIRED WITH GROUNDING TERMINAL, COLOR SHALL BE WHITE (UNLESS NOTED OTHERWISE) WITH MATCHING COVERPLATE; MOUNTING HEIGHT NOTED IN SYMBOL LEGEND OR ON DRAWINGS.
EXCEPTION: RECEPTACLES WITHIN DWELLING UNITS MAY BE 15 AMP, RESIDENTIAL GRADE, SIDE WIRED WITH GROUNDING TERMINAL, COLOR SHALL BE WHITE (UNLESS NOTED OTHERWISE) WITH MATCHING COVERPLATE. MOUNTING HEIGHT NOTED IN SYMBOL LEGEND OR ON DRAWINGS.
- ALL RECEPTACLES INSTALLED IN KITCHENS, OR WITHIN 6 FEET (6') OF A WATER SUPPLY (i.e. SINK), SHALL BE GROUND FAULT CIRCUIT INTERRUPTER (G.F.C.I.) DEVICES WITH DOWNSTEAM DEVICES IDENTIFIED.
- ALL 120-VOLT, SINGLE PHASE, 15- AND 20-AMPERE BRANCH CIRCUITS SUPPLYING OUTLETS INSTALLED IN BATHROOMS AND OUTLETS INSTALLED IN BATHROOMS SHALL HAVE GROUND-FAULT CIRCUIT-INTERRUPTER PROTECTION FOR PERSONNEL.
- ALL 120-VOLT, SINGLE PHASE, 15- AND 20-AMPERE BRANCH CIRCUITS SUPPLYING OUTLETS INSTALLED IN DWELLING UNIT FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLORS, LIBRARIES, DENS, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, OR SIMILAR ROOMS OR AREAS, SHALL BE PROTECTED BY A LISTED ARC-FAULT CIRCUIT INTERRUPTER, COMINATION-TYPE, INSTALLED TO PROVIDE PROTECTION OF THE BRANCH CIRCUIT. [N.E.C 2011 210.12 (B)]
- ALL 120-VOLT, SINGLE PHASE, 15- AND 20-AMPERE RECEPTACLES INSTALLED IN DWELLING UNITS, ACCORDING TO N.E.C 2011, SECTION 210.52, INCLUDING, BUT NOT LIMITED TO BALCONIES, BATHROOMS, BEDROOMS, BREAKFAST ROOMS, COUNTERTOPS, DECKS, DENS, DINING ROOMS, FAMILY ROOMS, GARAGES, HALLWAYS, KITCHENS, LAUNDRY AREAS, LIBRARIES, LIVING ROOMS, OUTDOORS, PANTRIES, PARLORS, PORCHES, RECREATION ROOMS, SUNROOMS, OR SIMILAR ROOMS OR AREAS, SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES. [N.E.C 2011 408.11]

16240 - BRANCH CIRCUIT WIRING:

- ALL CONDUCTORS SHALL BE COPPER UNLESS OTHERWISE SPECIFIED ON PLANS.
- MINIMUM BRANCH CIRCUIT WIRING SHALL BE #12 AWG THWN COPPER.
EXCEPTION NO. 1: BRANCH CIRCUIT WIRING FOR DEDICATED LOADS, SUCH AS A PERMANENTLY INSTALLED APPLIANCE OR OTHER EQUIPMENT, SHALL BE SIZED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS FOR THAT APPLIANCE OR EQUIPMENT, OR BY THE N.E.C. PRESENTLY IN EFFECT, WHICHEVER IS GREATER. REFER TO PANEL SCHEDULES.
EXCEPTION NO. 2: MINIMUM BRANCH CIRCUIT WIRING WITHIN DWELLING UNITS SHALL BE #14 THWN COPPER.

16300 - INSTALLATION:

16310 - GENERAL:

- ROUGH-IN LOCATIONS SHALL BE COORDINATED WITH ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS, AS WELL AS EQUIPMENT SIZE, TO AVOID CONFLICT WITH OTHER TRADES.
- PRIOR TO ROUGH-IN, THE ELECTRICAL CONTRACTOR SHALL RELOCATE, AS DIRECTED BY THE OWNER/ARCHITECT, ANY PIECE OF EQUIPMENT IN THE VERTICAL AND/OR HORIZONTAL DIRECTION UP TO 15'-0" FROM THE LOCATION SHOWN ON THE DRAWINGS AT NO ADDITIONAL COSTS TO THE OWNER.

16320 - WIRING METHODS:

- BELOW GRADE: SINGLE- OR MULTI-CONDUCTOR COPPER WIRE WITH GROUND, MEETING N.E.C. AND NEMA REQUIREMENTS, IN APPROVED NONMETALLIC CONDUIT, CONDUIT MAY BE RUN IN OR BELOW CONCRETE, AND CONCEALED IN WALLS TO FIRST BOXES. ALL PVC COMPONENTS (PIPING, FITTINGS, CEMENT, ETC.) SHALL BE FROM THE SAME MANUFACTURER.
- EXTERIOR ABOVE GRADE: SINGLE- OR MULTI-CONDUCTOR COPPER WIRE WITH GROUND, MEETING N.E.C. AND NEMA REQUIREMENTS, IN APPROVED METALLIC OR NONMETALLIC CONDUIT. ALL COMPONENTS (PIPING, FITTINGS, ETC.) SHALL BE FROM THE SAME MANUFACTURER.

NOTE: MAXIMUM LENGTH OF FLEXIBLE CONDUIT SHALL BE SIX FEET (6').

- EXTERIOR EQUIPMENT: SINGLE- OR MULTI-CONDUCTOR COPPER WIRE WITH GROUND, MEETING N.E.C. AND NEMA REQUIREMENTS, IN APPROVED LIQUID-TIGHT FLEXIBLE METALLIC OR NONMETALLIC CONDUIT (MINIMUM 3/4"). ALL COMPONENTS (PIPING, FITTINGS, ETC.) SHALL BE FROM THE SAME MANUFACTURER.

NOTE: MAXIMUM LENGTH OF FLEXIBLE CONDUIT BETWEEN MEANS OF DISCONNECT (OR JUNCTION BOX) AND EQUIPMENT SHALL BE THREE FEET (3').

- INTERIOR: SINGLE- OR MULTI-CONDUCTOR COPPER WIRE WITH GROUND, MEETING N.E.C. AND NEMA REQUIREMENTS, IN APPROVED METALLIC (EMT) CONDUIT. ALL COMPONENTS (PIPING, FITTINGS, ETC.) SHALL BE FROM THE SAME MANUFACTURER. CONDUITS SHALL BE CONCEALED IN OR BEHIND CEILINGS, WALLS, OR FLOORS, EXCEPT WHERE EXPOSED RACEWAYS ARE SPECIFICALLY PERMITTED.

NOTE: EMT SHALL NOT BE INSTALLED IN LOCATIONS (1) SUBJECT TO SEVERER DAMAGE, (2) IN CONTACT WITH EARTH, (3) IN CONCRETE SLABS ON GRADE, (4) OTHER LOCATIONS AS LISTED IN N.E.C 2011, ARTICLE 358.12.

EXCEPTION: NON-METALLIC SHEATHED CABLE (NM, NMC, NMS) MAY BE USED WITHIN DWELLING UNITS, IN COMPLIANCE WITH N.E.C 2011, ARTICLE 334.

- ELECTRICAL SYSTEM EXPANSION: ANY PANELBOARD MOUNTED SO THAT ITS FRONT FACE IS FLUSH WITH THE FINISHED WALL SHALL HAVE ONE (1) 3/4" EMT CONDUIT INSTALLED FROM PANELBOARD TO ACCESSIBLE CEILING SPACE FOR EVERY FOUR (4) OR MAJOR FRACTION THEREOF. POLES INDICATED AS "SPACE" OR "SPARE" IN THE PANELBOARD SCHEDULE PER THESE DOCUMENTS.

EXCEPTION NO. 1: PANELBOARDS INSTALLED ON A WALL SURFACE, WHERE AT LEAST THREE (3) SIDES, NOT INCLUDING THE FRONT, REMAIN ACCESSIBLE AFTER CERTIFICATE OF OCCUPANCY SHALL NOT BE REQUIRED TO MEET #16320.5.

EXCEPTION NO. 2: DWELLING UNITS SHALL NOT BE REQUIRED TO MEET #16320.5.

- ELECTRICAL BOXES: ALL OUTLET, DEVICE, AND JUNCTION BOXES SHALL BE STANDARD 4" SQUARE GALVANIZED STEEL OR APPROVED PLASTIC, 1-1/2" DEEP, WITH DEVICE RINGS OF THE SAME MATERIAL, UNLESS OTHERWISE NOTED. GALVANIZED BOXES SHALL BE MANUFACTURED BY APPLETON NATIONAL, STEEL CITY, RACO OR APPROVED EQUAL. PLASTIC BOXES SHALL BE ALLIED, NELCO, CARLON, OR EQUAL. ALL ELECTRICAL BOXES MUST BE ACCESSIBLE AFTER CERTIFICATE OF OCCUPANCY.

- THRU-FEEDS: MAINTAIN THRU-FEEDS ON ALL ELECTRICAL DEVICES AT C.O.

16330 - EQUIPMENT:

- WIRE TO, AND MAKE CONNECTIONS TO, ALL PIECES OF EQUIPMENT FURNISHED BY OTHERS FOR COMPLETE AND SATISFACTORY OPERATION BY OTHERS.
- THIS CONTRACT TO INCLUDE CONNECTION OF LINE VOLTAGE ONLY. CONTROL WIRING TO BE BY THE HVAC CONTRACTOR.

16340 - GROUNDING:

- THE ENTIRE ELECTRICAL GROUNDING SYSTEM SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF SECTION 250.66 AND 250.122 OF THE NATIONAL ELECTRIC CODE, INCLUDING BUT NOT LIMITED TO, THE ELECTRICAL SERVICE, ITS EQUIPMENT AND ENCLOSURE, CONDUITS AND OTHER CONDUCTIVE ENCLOSURES, NEUTRAL OR IDENTIFIED CONDUCTOR OF INTERIOR WIRING SYSTEM, MAIN PANELBOARD, POWER AND LIGHTING PANELBOARDS, NON-CURRENT-CARRYING METAL PARTS OF FIXED EQUIPMENT SUCH AS MOTORS, STARTER AND CONTROLLER CABINETS, INSTRUMENT CASES AND LIGHTING FIXTURES.
- PROVIDE A SERVICE GROUND ACCORDING TO N.E.C. ARTICLE 250. THE MINIMUM INSTALLATION TO INCLUDE: BUILDING FOOTER FOUNDATION REINFORCING STEEL TURNED UP OR OTHERWISE EXPOSED AT THE SERVICE LOCATION WITH APPROVED CONNECTOR TO BOND A GROUNDING CONDUCTOR SIZED PER TABLE 250.12 TO THE STEEL AND A DRIVEN ROD GROUND (MINIMUM 5/8" BY 8' DEEP) WITH #6 COPPER GROUNDING CONDUCTOR. IF AVAILABLE ON THE PREMISES, ALSO BOND METAL COLD WATER PIPING, METAL BUILDING FRAME AND GROUND RING WITH JUMPERS SIZED FROM 250.94.
- ALL TELEPHONE, DATA, TELEVISION, AND OTHER TERMINAL EQUIPMENT SHALL BE BONDED TO THE GROUNDING ELECTRODE WITH MINIMUM #6 AWG-CU.

16350 - WARRANTY- NOTE:

- ELECTRICAL CONTRACTOR TO PROVIDE FULL WARRANTY (PARTS AND LABOR) ON ALL EQUIPMENT AND MATERIALS FURNISHED UNDER THE SCOPE OF WORK FOR A PERIOD OF ONE YEAR FROM THE CERTIFICATE OF OCCUPANCY.
- E.C. SHALL PROVIDE OWNER AND ENGINEER WITH REPRODUCIBLE "AS-BUILT" DRAWINGS SHOWING ALL REQUIRED MODIFICATIONS THAT HAVE OCCURRED IN THE FIELD.

SUBMITTALS & SUBSTITUTIONS

UPON RECEIPT OF A CONTRACT, THE ELECTRICAL CONTRACTOR SHALL PROVIDE SIX (6) BOUND SUBMITTAL PACKAGES OF ALL EQUIPMENT, DEVICES, FIXTURES, ETC., TO THE ARCHITECT AND ENGINEER (FROM HERE ON, REFERRED TO AS "A/E") FOR REVIEW.

ALL SUBMITTALS AND/OR SUBSTITUTIONS SHALL BE DELIVERED TO THE A/E A MINIMUM OF FIFTEEN (15) BUSINESS DAYS AFTER CONTRACT. A/E SHALL REVIEW, COMMENT, AND RETURN THE SUBMITTAL AND/OR SUBSTITUTIONS REQUESTS TO THE CONTRACTOR A MINIMUM OF FIVE (5) DAYS THEREAFTER. ANY AND ALL APPROVALS WILL BE ONLY AT THE DISCRETION OF THE A/E. SUBMITTAL PACKAGES SHALL BE RETURNED TO THE CONTRACTOR WITH COMMENTS BY THE A/E, IF NECESSARY, FOR A RESUBMITTAL TO THE A/E.

PRIOR TO ORDERING ANY ITEMS SPECIFIED FOR THIS PROJECT, THE CONTRACTOR SHALL HAVE WRITTEN APPROVAL FROM THE A/E. SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT WRITTEN APPROVAL BY A/E.

Typical notes :

- SWITCHED RECEPTACLES: SWITCH TOP HALF OF RECEPTACLE; BOTTOM SHALL REMAIN HOT!
- EQUIPMENT FURNISHED AND PHYSICALLY INSTALLED BY "OTHERS": ALL ELECTRICAL CONNECTIONS EXTERNAL TO THE EQUIPMENT SHALL BE MADE BY THE ELECTRICAL CONTRACTOR. WIRE, CONDUIT, LUGS, RECEPTACLES, PIGTAILS, DISCONNECTS, ETC. AS MAY BE REQUIRED SHALL BE FURNISHED BY THE ELECTRICAL CONTRACTOR.
NOTE: INCLUDE WORSE CONDITION IN PRICING. VERIFY ROUGH-IN LOCATIONS, TYPE OF CONNECTION AND AMPACITY REQUIRED FROM APPLICABLE EQUIPMENT DRAWINGS PRIOR TO INSTALLING ANY CONDUIT, CONDUCTORS OR BOXES.
- PROVIDE INCANDESCENT WALL DIMMER WITH TUNGSTEN SURGE AND RFI PROTECTION. SLIDE ACTION WITH "OFF" POSITION AT BOTTOM.
- WALL TELEPHONE/DATA OUTLET: INSTALL 2-GANG BOX WITH MODULAR TELEPHONE DEVICE IN COVER PLATE. INSTALL (2) 3/4" EMT CONDUITS TO ACCESSIBLE CEILING SPACE OR HOMERUN TO TELEPHONE/COMPUTER TERMINAL EQUIPMENT. HEIGHT, UNLESS NOTED, IS 18" ABOVE FINISH FLOOR.
- RESIDENTIAL TYPE: 120 VOLT ACID, SINGLE STATION SMOKE DETECTOR, PHOTOCELL TYPE. LOCATE PER N.F.P.A. #74. MULTIPLE DETECTORS IN SAME UNIT TO HAVE SIGNAL DEVICES INTERCONNECTED.
- ANY BUILDING WITH A FOSSIL-FUEL BURNING HEATER OR APPLIANCE, FIREPLACE, OR ATTACHED GARAGE, SHALL HAVE A CARBON MONOXIDE (CO) ALARM WITHIN 10 FEET OF EACH SLEEPING ROOM.
- PROVIDE LIGHT FIXTURE AND RECEPTACLE AT LOCATIONS INDICATED FOR HVAC MAINTENANCE LIGHTING. USE COMBINATION SWITCH AND RECEPTACLE FOR LIGHT CONTROL. FIELD DETERMINE EXACT LOCATION AND HEIGHT.
- RECEPTACLES FOR DISHWASHER AND DISPOSAL, SHALL BE 20 AMP DUPLEX, SPLIT-WIRED AS POWER SOURCE FOR BOTH. BRANCH CIRCUIT BREAKER MUST BE 2-POLE COMMON TRIP. FIELD LOCATE OUTLET FOR ACCESSIBILITY.
- SWITCHED JUNCTION BOX IN CEILING FOR CEILING FAN OR LIGHT. NOTE: BOX MUST BE IDENTIFIED FOR FAN SUPPORT (USE). ANCHOR TO STRUCTURE TO SUPPORT 75 LBS. ELECTRICAL CONTRACTOR TO PROVIDE AND INSTALL FAN AND/OR LIGHT, AND ALL WIRING, INCLUDING SWITCH AND POWER LEGS. VERIFY AND COORDINATE FAN TYPE WITH OWNER.

Electrical notes:

THE ELECTRICAL CONTRACTOR SHALL VERIFY AND COORDINATE ALL ELECTRICAL SERVICE ROUGH-IN AND INSTALLATION DETAILS, FEES, WITH THE LOCAL POWER COMPANY/UTILITY FIELD ENGINEER PRIOR TO AND INCLUDE IN BID!

THE ELECTRICAL INSTALLATION SHALL BE IN ACCORDANCE WITH ALL STATE/LOCAL BUILDING CODES/ORDINANCES/REGULATIONS PRESENTLY IN EFFECT. IN ADDITION, COMPLIANCE WITH THE NATIONAL ELECTRICAL CODE (N.E.C.) PRESENTLY IN EFFECT.

THE ELECTRICAL CONTRACTOR SHALL VISIT THE SITE IN ORDER TO FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS, FAILURE TO DO SO WILL NOT WARRANT ANY ADDITIONAL CHARGES TO THE OWNER.

THE ELECTRICAL CONTRACTOR SHALL INCLUDE IN HIS BID, ANY CUTTING OR PATCHING OF CONCRETE/ASPHALT PAVEMENTS, ETC. TO RUN ELECTRICAL.

ALL EQUIPMENT, FIXTURES, ETC. SHALL BE STARTED, TESTED, ADJUSTED AND PLACED IN SATISFACTORY OPERATING CONDITION. THIS CONTRACTOR SHALL GUARANTEE ALL WORKMANSHIP, MATERIALS AND EQUIPMENT TO BE FREE OF DEFECTS FOR A PERIOD OF ONE (1) YEAR FROM DATE OF CERTIFICATE OF OCCUPANCY (C.O.), AND SHALL REPAIR ANY SUCH DEFECTS WITHOUT COST TO THE OWNER. ALL EQUIPMENT SHALL BE COVERED FOR THE DURATION OF THE MANUFACTURER'S GUARANTEE OR WARRANTY. THIS CONTRACTOR SHALL FURNISH THE OWNER WITH ALL MANUFACTURER'S GUARANTEE AND WARRANTIES.

"WAFER" OR "PIGGYBACK" BREAKERS SHALL NOT BE PERMITTED.

THE ELECTRICAL CONTRACTOR IS TO INSTALL MODULAR METERING SERVICE EQUIPMENT EITHER PROVIDED BY THE GOVERNING UTILITY COMPANY OR OF A TYPE APPROVED BY THE UTILITY COMPANY AND U.L. LISTED. IMMEDIATELY AFTER SUB-CONTRACT AWARD, CONTACT WITH THE UTILITY COMPANY SHALL BE MADE FOR COORDINATION OF SERVICE AND METERING DETAILS.

HVAC AIR HANDLER AND CONDENSING UNIT CIRCUIT BREAKERS MUST BE U.L. LISTED AS "HACR" RATED IN ORDER TO USE NON-AUTO DISCONNECTS AT HVAC EQUIPMENT. IF NOT LISTED, THEN A FUSED DISCONNECT IN ACCORDANCE WITH THE EQUIPMENT MANUFACTURER'S NAMEPLATE REQUIREMENTS MUST BE INSTALLED AT THE EQUIPMENT.

THE ELECTRICAL, GENERAL, HVAC, AND PLUMBING CONTRACTOR(S) SHALL STRICTLY ADHERE TO THE FOLLOWING ITEMS WHEN DEALING WITH ELECTRICAL EQUIPMENT CLEARANCES:

- NO PIPING OR DUCTWORK OF ANY KIND SHALL BE INSTALLED ABOVE ANY SWITCHBOARD OR PANELBOARD. THIS AREA TO REMAIN CLEAN FROM THE EQUIPMENT TO 2' ABOVE OR TO THE BOTTOM OF THE STRUCTURAL SLAB.
- A CLEARANCE OF 36" MINIMUM SHALL BE MAINTAINED IN FRONT OF ELECTRICAL EQUIPMENT FOR THE ENTIRE WIDTH OF THE EQUIPMENT, PLUS A MINIMUM OF 30" TOTAL LEFT/RIGHT CLEARANCE.

ALL "WEATHERPROOF" ("WP") DEVICES ARE TO BE INSTALLED WITH A WEATHER-SHIELDING COVER.

ALL ELECTRICAL CONDUITS NOT CONTAINING SPECIFIED CONDUCTORS SHALL HAVE A PULL WIRE INSTALLED.

DO NOT SCALE THE ELECTRICAL DRAWINGS; REFER TO THE ARCHITECTURAL PLANS FOR EQUIPMENT LOCATIONS, CABINETRY, CEILING GRIDS, DOOR SWINGS, ETC.

THE INTENT OF THESE DRAWINGS IS TO PROVIDE A COMPLETE AND FULLY OPERATIONAL ELECTRICAL INSTALLATION.

IT IS NOT THE INTENT OF THESE PLANS TO SHOW ALL DETAILS OF CONSTRUCTION. THE ELECTRICAL CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS SUCH AS HARDWARE, J-BOXES, CONDUIT FITTINGS, ETC. AS NECESSARY FOR A COMPLETE ELECTRICAL SYSTEM INSTALLATION.

TECHNICIANS SKILLED IN THEIR TRADE SHALL PERFORM ALL ELECTRICAL INSTALLATIONS IN A PROFESSIONAL MANNER.

WIRE TO, AND MAKE CONNECTIONS AS NECESSARY, TO ALL PIECES OF EQUIPMENT (FURNISHED BY OTHERS), FOR COMPLETE AND SATISFACTORY OPERATION BY THE OWNER.

PROVIDE CIRCUIT BREAKERS, AS NECESSARY, TO ACCOMMODATE ALL NEW CIRCUITS INSTALLED.

ALL SERVICE AND FEEDER CONDUITS SHALL HAVE EXPANSION FITTINGS WHEN PENETRATING SLABS, ETC. TO ALLOW FOR STRUCTURAL SETTLEMENT.

PROVIDE "PVC" CONDUITS STUBBED OUT, BELOW GRADE FOR ADDITIONAL SERVICES, IN ORDER TO PROVIDE CONCEALED TELEPHONE AND/OR DATA SERVICE ENTRANCE.

PROVIDE TIME CLOCKS WITH BATTERY BACK-UP TO CONTROL ALL SIGNAGE AND EXTERIOR LIGHTING CIRCUITS; SEE POWER RISER DIAGRAM FOR ADDITIONAL DETAILS.

ALL CONDUCTORS SHALL BE TYPE THHN/THWN, COPPER (CU) UNLESS OTHERWISE CALLED FOR ON THESE DOCUMENTS. SEE PANEL SCHEDULE.

ALL LIGHTING FIXTURES (INCLUDING THOSE PROVIDED BY OTHERS) ARE TO BE INSTALLED UNDER THIS CONTRACT. SEE SCHEDULE FOR FIXTURE RECOMMENDATIONS, LAMPS, ETC.

NOTICE TO CONTRACTOR: REVISIONS TO THESE DRAWINGS AND CERTIFICATION THEREOF WHICH MAY BE REQUIRED BECAUSE OF CONTRACTOR OPTED REVISIONS, SHALL BE COMPENSATED TO THE ENGINEER(S) BY THE REQUESTING CONTRACTOR. PAYMENT SHALL BE REQUIRED AT THE TIME OF CERTIFICATION DELIVERY.

GENERAL NOTES:

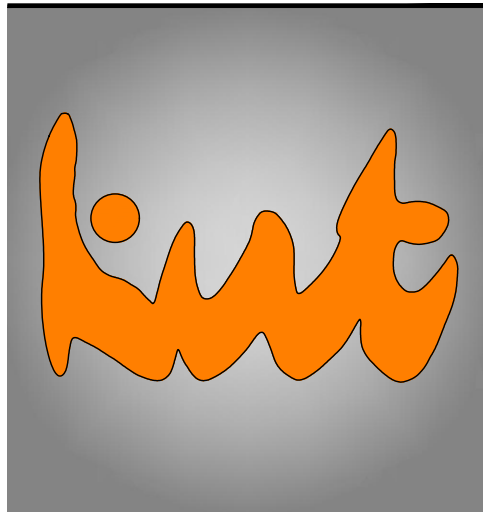
CONTRACTOR SHALL REVIEW ALL CUT SHEETS FOR EQUIPMENT INSTALLED IN THIS PROJECT TO VERIFY ALL LOADING, OVER-CURRENT PROTECTION/MAX FUSE SIZE FOR ALL EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ALL PUMPS, HVAC EQUIPMENT, LIGHTING, FOOD PREP EQUIPMENT, APPLIANCES ETC. THIS SHALL BE DONE PRIOR TO FINAL EQUIPMENT CONNECTION.

CONTRACTOR SHALL VERIFY VOLTAGE SUPPLIED TO STRUCTURE TO BE THE SAME VOLTAGE AS STATED ON THE RISER DIAGRAM, PANEL SCHEDULES, OR ANY OTHER PLACE ON THESE DRAWINGS. CONTRACTOR SHALL VERIFY VOLTAGE BETWEEN ALL PHASES IS EQUAL TO ENSURE THE STRUCTURE IS NOT SUPPLIED WITH A OPEN DELTA SERVICE. THIS SHALL BE DONE PRIOR TO ANY ELECTRICAL CONNECTION OF ANY ELECTRICAL DEVICES.

CONTRACTOR'S NOTES:

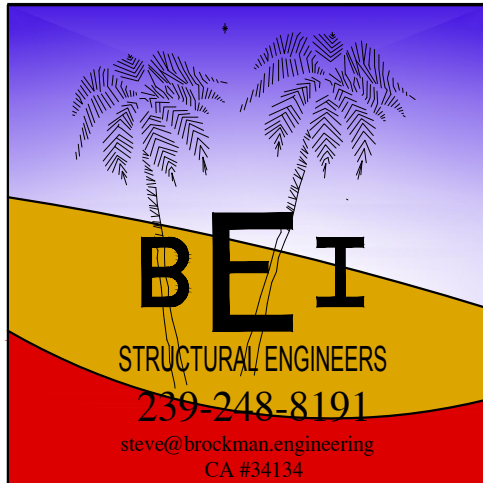
LIMITED ENGINEERING FIELD INVESTIGATIONS HAVE BEEN CONDUCTED (AS AND AID TO THE CONTRACTOR), TO ILLUSTRATE EXISTING CONDITIONS. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO CONDUCT HIS OWN PERSONAL FIELD INVESTIGATION, WHICH MAY UNCOVER ADDITIONAL CONDITIONS, THUS IMPACTING THIS INSTALLATION.

EQUIPMENT ELECTRICAL ROUGH INs HAVE BEEN COORDINATED AND ARE LISTED IN PANEL SCHEDULES. THE CONTRACTOR IS CAUTIONED TO VERIFY THE ELECTRICAL REQUIREMENTS OF EACH PIECE OF EQUIPMENT PRIOR TO ROUGH-IN, WHICH MAY RESULT IN REVISING CERTAIN EQUIPMENT CIRCUITS. THE A/E SHALL BE ADVISED OF ANY AND ALL REVISIONS REQUIRED TO THESE CONSTRUCTION DOCUMENTS.



E-Mail kfrhea@gmail.com
Cell 321-356-0980

In coordination with:



HVAC AIR HANDLER, HVAC, AND PLUMBING CONTRACTOR(S) SHALL STRICTLY ADHERE TO THE FOLLOWING ITEMS WHEN DEALING WITH ELECTRICAL EQUIPMENT CLEARANCES:

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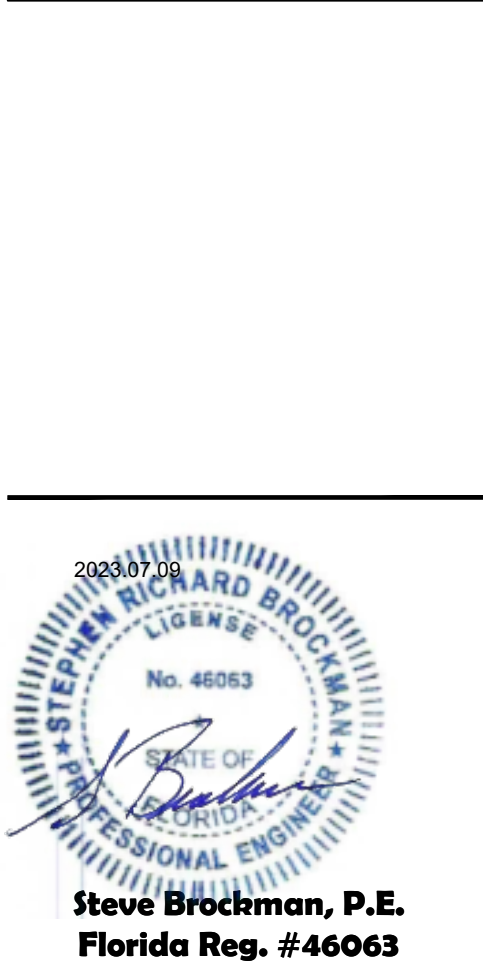
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Katrina & Brad Voyles
250 Tropical Shores
Fort Myers Beach, FL

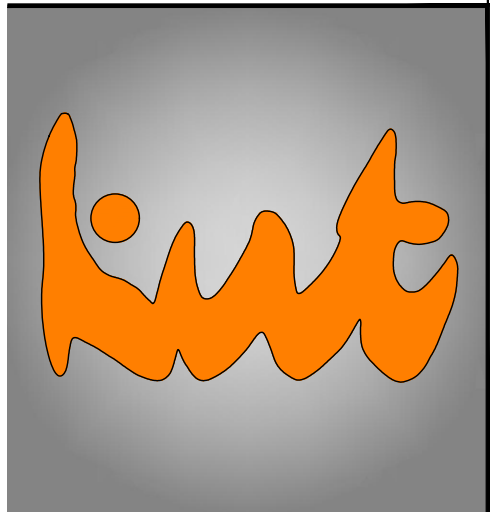


Steve Brockman, P.E.
Florida Reg. #46063

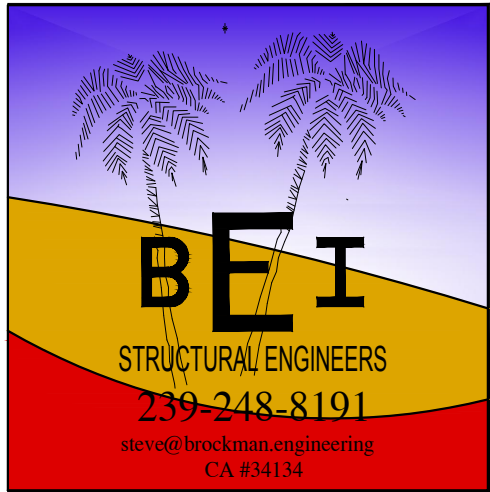
EO.1

ANY and ALL lighting facing or shining in the direction of the coast/beach/water SHALL be Turtle compliant

Q:_2023\2023 Chendim__250 Tropical Shore\Voyley_CD.dwg, E1.1, 5/31/2023 1:14:33 PM

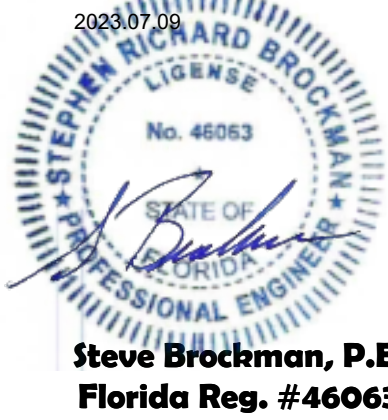


E-Mail kfrhea@gmail.com
Cell 321-356-0980
In coordination with:



Permit 2023-05-31

Katrina &
Brad Voyles
250 Tropical Shores
Fort Myers Beach, FL.



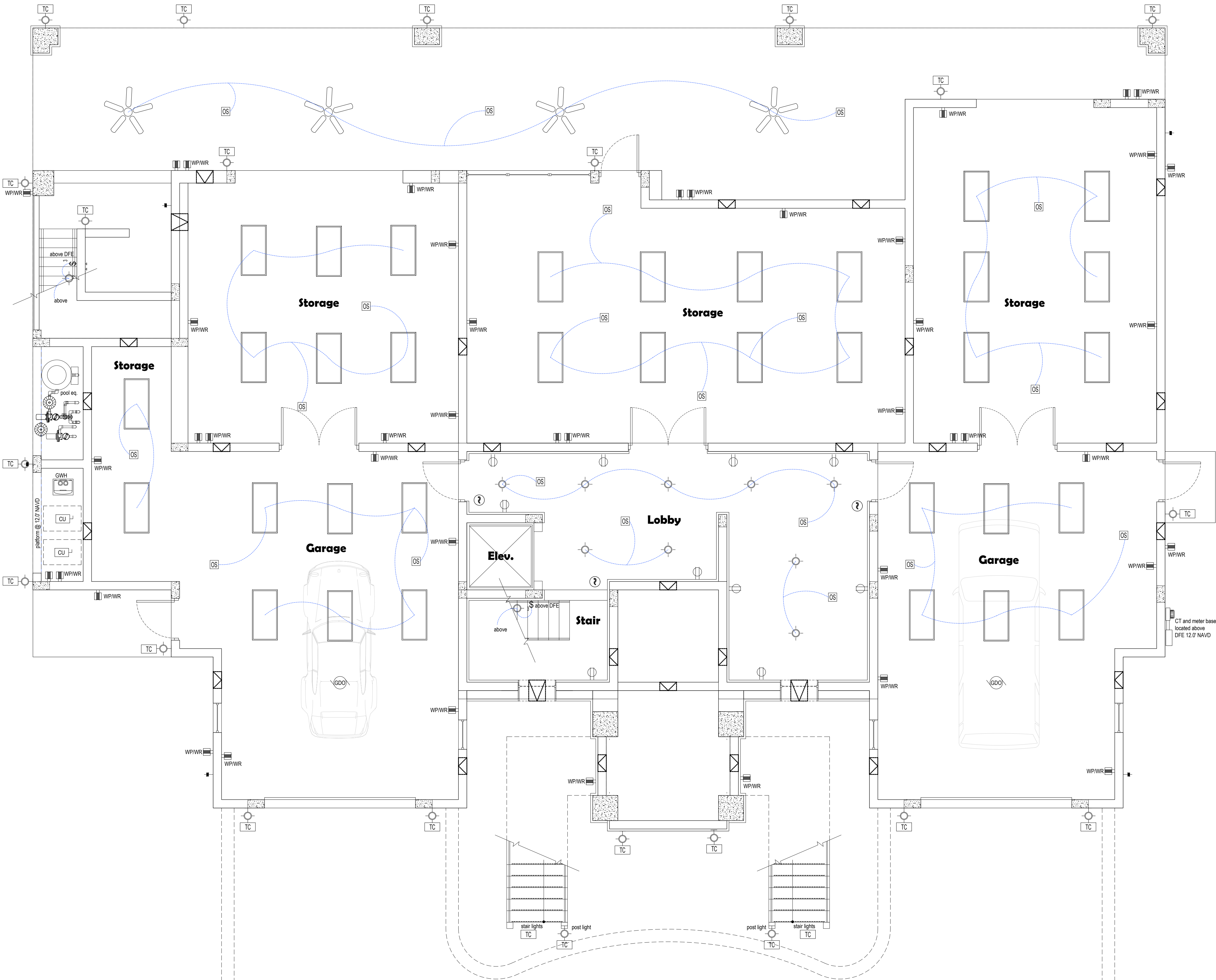
E1.1

Electrical Legend

- S** switch: single pole
S³ switch: three way
S⁴ switch: four way
 wall mounted dimmer
 wall mounted ceiling fan/light switch
 wall mounted occupancy sensor - infra-red
 occupancy sensor
 momentary contact switch
 lighting contactor
 time clock
 photo cell
 2x4 fluorescent light fixture
 2x2 fluorescent light fixture
 1x4 fluorescent light fixture
 strip light fixture
 recessed light fixture
 wall mounted light fixture
 recessed wall washer light fixture
 chandelier or pendant
 EXIT SIGN
 emergency battery unit
 simplex receptacle
 duplex receptacle
 220V receptacle
 double duplex receptacle
 double duplex receptacle mounted above counter
 duplex gfi receptacle
 special purpose outlet
 floor mounted outlet
 floor mounted comb. outlet and communication outlet
 floor mounted comb. double outlet and comm. outlet
 ceiling mounted duplex receptacle
 telephone outlet
 wall mounted telephone outlet
 telephone/data outlet
 wall mounted telephone/data outlet
 floor mounted telephone outlet
 television outlet
 motor disconnect switch
 ceiling mounted junction box
 junction box (sized as required per nec)
 electric motor
 ceiling fan
 electric meter
 panel
 ground rod
MMSS **S** manual motor starter switch
 surge suppression device
 flashing strobe light, 24 volt d.c. operation.
 fire alarm manual pull station
 fire alarm signal horn with flashing strobe light
 smoke detector and carbon monoxide combo at ceiling, photo-electronic type, do not install closer than 3'-0" from a/c supply diffuser.
 heat detector
 duct smoke detector with sampling tubes

Abbreviations:

- wiring: line voltage - conduits or cable
AF arc fault protected circuit
DCIG dedicated circuit isolated ground
GFCI ground fault circuit interrupter
NL night lighting/24-hour operation
PC controlled by photocell
TC controlled by time clock
LO provide "lock-on" device (paint on)
WPWR weather proof / weather resistant
EF exhaust fan
VR vapor resistant



1
E1.1

Grade Level Electrical Plan

All electrical, utilities and equipment to be located
above BFE(11.0' NAVD) + 12"

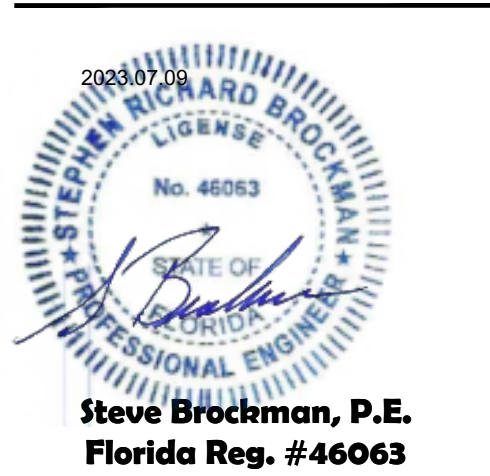
Scale: 1/4" = 1' - 0"



BEI
STRUCTURAL ENGINEERS
239-248-8191
steve@brockman.engineering
CA #34134

[illegible]

**Katrina &
Brad Voyles**
250 Tropical Shores
Fort Myers Beach, Fl.



E1.2

	switch: single pole
S ³	switch: three way
S ⁴	switch: four way
	wall mounted dimmer
	wall mounted ceiling fan/light switch
	wall mounted occupancy sensor - infra-red
	occupancy sensor
	momentary contact switch
	lighting contactor
	time clock
	photo cell
	2x4 fluorescent light fixture
	2x2 fluorescent light fixture
	1x4 fluorescent light fixture
	strip light fixture
	recessed light fixture
	wall mounted light fixture
	recessed wall washer light fixture
	chandelier or pendant
	EXIT SIGN
	emergency battery unit
	simplex receptacle
	duplex receptacle
	220V receptacle
	double duplex receptacle
	double duplex receptacle mounted above
	duplex gfc receptacle
	special purpose outlet
	floor mounted outlet
	floor mounted comb. outlet and comm.
	floor mounted comb. double outlet and comm.
	ceiling mounted duplex receptacle
	telephone outlet
	wall mounted telephone outlet
	telephone/data outlet
	wall mounted telephone/data outlet
	floor mounted telephone outlet
	television outlet
	motor disconnect switch
	junction mounted junction box
	ceiling box (sized as required per nec)
	electric motor
	ceiling fan
	electric meter
	panel
	ground rod
MSS ^S	manual motor starter switch
SPD	surge suppression device
	flashing strobe light, 24 volt d.c. operation
	fire alarm signal pull station
	fire alarm signal horn with flashing strobe
	smoke detector and carbon monoxide com at ceiling photo-electronic type. do not install closer than 3'-0" from a/c supply diffuser.
	heat detector
	duct smoke detector with sampling tubes

1

E1.2

1st Level Electrical Plan

Scale: 1/4" = 1' - 0"



January 25, 2024

Town of Fort Myers Beach
Community Development Department
2525 Estero Blvd.
Ft Myers Beach, FL 33931

Subject: 250 Tropical Shores Variance – *Submittal #1*

Intake Team:

The Neighborhood Company is pleased to submit on behalf of our client, Orlandini Development, LLC, a Variance Application for the subject property located at 250 Tropical Shores Way, Ft Myers Beach, FL 33931. The proposed request is to seek the following:

Relief from LDC Sec. 34-638(d)(5)a, which requires single-family residences exceeding 65' in width to provide an articulated front façade where portions of the building exceeding 65' are set back an additional 12' from the right-of-way line (minimum of 37' from the right-of-way). The applicant is requesting a 3' variance from the requirement in order to provide a 9' additional setback.

Please find attached the following items consistent with application submittal checklist:

1. Application Filing Fee (\$1,800)
2. Application for Public Hearing
 - a. Disclosure of Ownership & Affidavit of Authorization
 - b. Letter of Authorization
 - c. Legal Description
 - d. Boundary Survey (Exhibit 6-2)
 - e. Area Location Map; (Exhibit 6-3)
 - f. Surrounding Property Owners List (Exhibit 6-6)
 - g. Surrounding Property Owners Map (Exhibit (6-7)
 - h. Surrounding Property Owners Mailing Labels
3. Supplement PH-B for a Variance
 - a. Request Narrative



- b. Site Plan
- c. Permit Plans

We look forward to your review and are available to answer questions related to this application.

Sincerely,
The Neighborhood Company

Kenrick Gallander, AICP
Vice President, Partner

Attachments: Application Submittal Requirements (listed above)

cc: Orlandini Development Inc.
File #230042.01.01



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

Site Address: 250 Tropical Shores Way, Fort Myers Beach, FL 33931

STRAP Number: 19-46-24-W3-00451.0370

Applicant: The Neighborhood Company Phone: 850-803-5621

Contact Name: Kenrick Gallander, AICP Phone: _____

Email: KG@theneighborhood.company Fax: _____

Current Zoning District: Residential Conservation (RC)

Future Land Use Map (FLUM) Category: Mixed Residential

FLUM Density Range: 6 du/ac Platted Overlay: ☐ YES ☒ NO

ACTION REQUESTED

☐ Special Exception

☒ Variance

☐ Conventional Rezoning

☐ Planned Development ☐ Commercial ☐ Residential

☐ Master Concept Plan Extension

☐ Appeal of Administrative Action

☐ Vacation of Platted Right-of-way and Easement

☐ Other – cite LDC Section: _____

SUPPLEMENTAL FORM REQUIRED

PH-A

PH-B

PH-C

PH-D

PH-E

PH-F

PH-G

attach on separate sheet

PART I – General Information

A. Applicant*: The Neighborhood Company Phone: 850-803-5621

**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: 5618 Whispering Willow Way, Fort Myers, FL 33908

Email: KG@theneighborhood.company Fax: _____

Contact Name: Kenrick Gallander, AICP Phone: 850-803-5621



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

B. Relationship of Applicant to subject property:

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

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

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

Name: Joe Orlandini, Orlandini Development Inc. Phone: 239-537-1333

Address: 17080 Safety St., Suite 101, Fort Myers, FL 33908

Email: joe@joe22.com Fax: _____

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

Name: N/A Phone: _____

Address: _____

Email: _____ Fax: _____

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

- ☐ Special Exception
- ☒ Variance from LDC Section 34 - 638(d)(5)a
- ☐ Conventional Rezoning from _____ to _____
- ☐ Planned Development
- ☐ Rezoning from _____ to ☐ Commercial PD ☐ Residential PD
- ☐ Amendment. List the project number: _____
- ☐ Extension/reinstatement of Master Concept Plan. List project number: _____



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

☐ Appeal of Administrative Action

☐ Vacation

☐ Right-of-Way

☐ Easement

☐ Other. Please Explain: _____

PART III – Waivers

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

Code Section: _____ Description: _____

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV – Property Ownership (Single Owner)

☐ Single Owner (individual or husband and wife)

Name: _____ Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, _____ 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;



COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

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

Bradley A. Voyles
Signature

Bradley A. Voyles
Printed Name

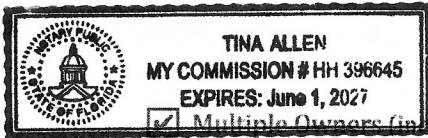
STATE OF FL COUNTY OF LEE

The foregoing instrument was certified and subscribed before me by means of X physical
presence OR online notarization, this 17 day of Jan, 2024, by

Bradley Voyles ☐ who is personally known to me OR ☒ who has produced

Unalien
DL 8948-49-7643 as identification.

[Signature]
Notary Public Signature



PART V

Property Ownership (Multiple Owners)

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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address	Percentage Ownership
_____	_____
_____	_____
_____	_____
_____	_____



COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

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

Name, Address and Office	Percentage of Stock

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

Name and Address	Percentage of Interest
Bradley A Voyles & Katrina M. Voyles Joint Revocable Trust	100

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

Name and Address	Percentage of Ownership
N/A	

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

Name, Address and Office	Percentage of Stock
N/A	



COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

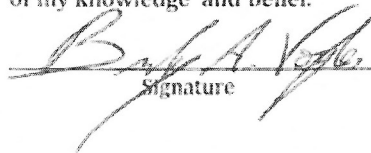
Date of Contract: _____

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

Name	Address
N/A	
_____	_____
_____	_____
_____	_____

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

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


Signature

Bradley A. Voyles

Printed Name

AFFIDAVIT

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

I, Bradley A. Voyles (name), as co-Trustee (title)
of Bradley A. and Katrina M. Voyles Joint Revocable Trust (company), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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



**COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING**

Bradley A. and Katrina M. Voyles Joint Revocable Trust

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

Bradley A. Voyles
Signature

co-Trustee
Title

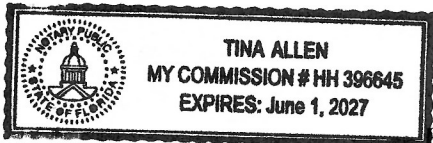
Bradley A. Voyles
Typed or Printed Name

Date

STATE OF FL COUNTY OF Lee

The foregoing instrument was certified and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 17 day of Jun, 2024, by Bradley Voyles ☐ who is personally known to me OR ☒ who has produced Inalcin 8945-49-7043 as identification.

[Signature]
Notary Public Signature



PART VI- Property Information

A. Legal Description:

STRAP: 19-46-24-W3-00451.0370

Property Address: 250 Tropical Shores Way, Fort Myers Beach, FL 33931

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee

County? ☐ No. Attach a legible copy of the legal description as Exhibit 6-1.

☒ Yes. Property identified in subdivision: T. P. Hill's Subdivision

Book: 3 Page: 84 Unit: _____ Block: _____ Lot(s): 31 N 50', LT 15

B. Boundary Survey:

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 110 feet
Depth (please provide an average width if irregular in shape) 112 feet
Frontage on street: 110 feet. Frontage on waterbody: 110 feet
Total land area: 0.28 ☒ acres ☐ square feet

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

Head south from the Sky Bridge on San Carlos Blvd. which turns slightly left and becomes Estero Blvd., approximately 1 mile turn left onto Tropical Shore Way.

The property is approximately 0.3 mile and will be on the right.

☐ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

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

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

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

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



THE NEIGHBORHOOD
COMPANY

I Bradley A. Voyles, as co-Trustee of the Bradley A. and Katrina M. Voyles Joint Revocable Trust, owner of property located at 250 Tropical Shores Way, Fort Myers Beach, FL, identified by STRAP Number 19-46-24-W3-00451.0370, hereby authorizes The Neighborhood Company regarding the above-referenced property to serve as agent for the Town of Ft Myers Beach Planned Development Variance Application.

Bradley A. and Katrina M. Voyles Joint
Revocable Trust

By: Bradley A. Voyles
Print Name: Bradley A. Voyles
Title: co-Trustee

STATE OF FL
CITY OF LEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 18 day of June, 2024 by Bradley A. Voyles, as co-Trustee of Bradley A. and Katrina M. Voyles Joint Revocable Trust, on behalf of the company(s), who ☐ is personally known to me OR ☒ has produced a(n) driver's license as identification.

(NOTARY STAMP)

Tina Allen
Notary Public, State of Florida
Print Name: TINA ALLEN
My Commission Expires June 1, 2027





250 TROPICAL SHORES WAY VARIANCE

EXHIBIT 6-1: STRAP & LEGAL DESCRIPTION

- **STRAP NUMBER:** 19-46-24-W3-00451.0370
- **LEGAL DESCRIPTION**

BEGINNING AT THE SOUTHEAST CORNER OF LOT 33 OF T.P. HILLS SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA, IN PLAT BOOK 3, PAGE 84; THENCE NORTH ALONG THE EAST SIDE OF LOT 33, 500 FEET; THENCE NORTHWESTERLY PARALLEL TO ESTERO BOULEVARD (STATE ROAD NUMBER 8650) 201.81 FEET TO A POINT WHICH IS ON THE EASTERLY RIGHT OF WAY 1000 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE NORTH ON SAID COURSE 110 FEET; THENCE EAST 110 FEET MORE OR LESS TO THE OUTER EDGE OF A SEAWALL AND WATERS OF A DEDICATED CANAL; THENCE SOUTH ALONG SAID WATER EDGE 110 FEET; THENCE WEST 110 FEET MORE OR LESS TO THE POINT OF BEGINNING. (BEING ALSO KNOWN AS THE NORTH 50 FEET OF LOT 15 AND THE SOUTH 60 FEET OF LOT 16 OF TROPICAL SHORES, ACCORDING TO AN UNRECORDED PLAT), OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CANAL PARCEL:

A PARCEL OF LAND, LYING WEST OF AND ADJACENT TO THE EAST LINE OF THE LANDS DESCRIBED IN INSTRUMENT #2018000201402, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LANDS DESCRIBED IN INSTRUMENT #2018000201402; THENCE N00°05'42"E, ALONG THE EAST LINE OF SAID LANDS, A DISTANCE OF 1073.26 FEET TO THE POINT OF BEGINNING; THENCE N89°54'18"W, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 78.02 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN INSTRUMENT #2018000096634; THENCE N00°05'42"E, ALONG THE EAST LINE OF SAID LANDS DESCRIBED IN INSTRUMENT #2018000096634 AND ALONG THE WEST LINE OF SAID LANDS DESCRIBED IN INSTRUMENT #2018000201402, A DISTANCE OF 110.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN INSTRUMENT #2018000096634; THENCE S89°54'18"E, PERPENDICULAR TO SAID EAST AND WEST LINES, A DISTANCE OF 78.02 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID LANDS DESCRIBED IN INSTRUMENT #2018000201402 THENCE S00°05'42"W, ALONG SAID EAST LINE, A DISTANCE OF 110.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,582 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION FROM SURVEY WHICH WAS PROVIDED BY CLIENT.

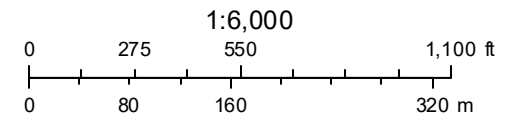
250 Tropical Shores Way Project Location



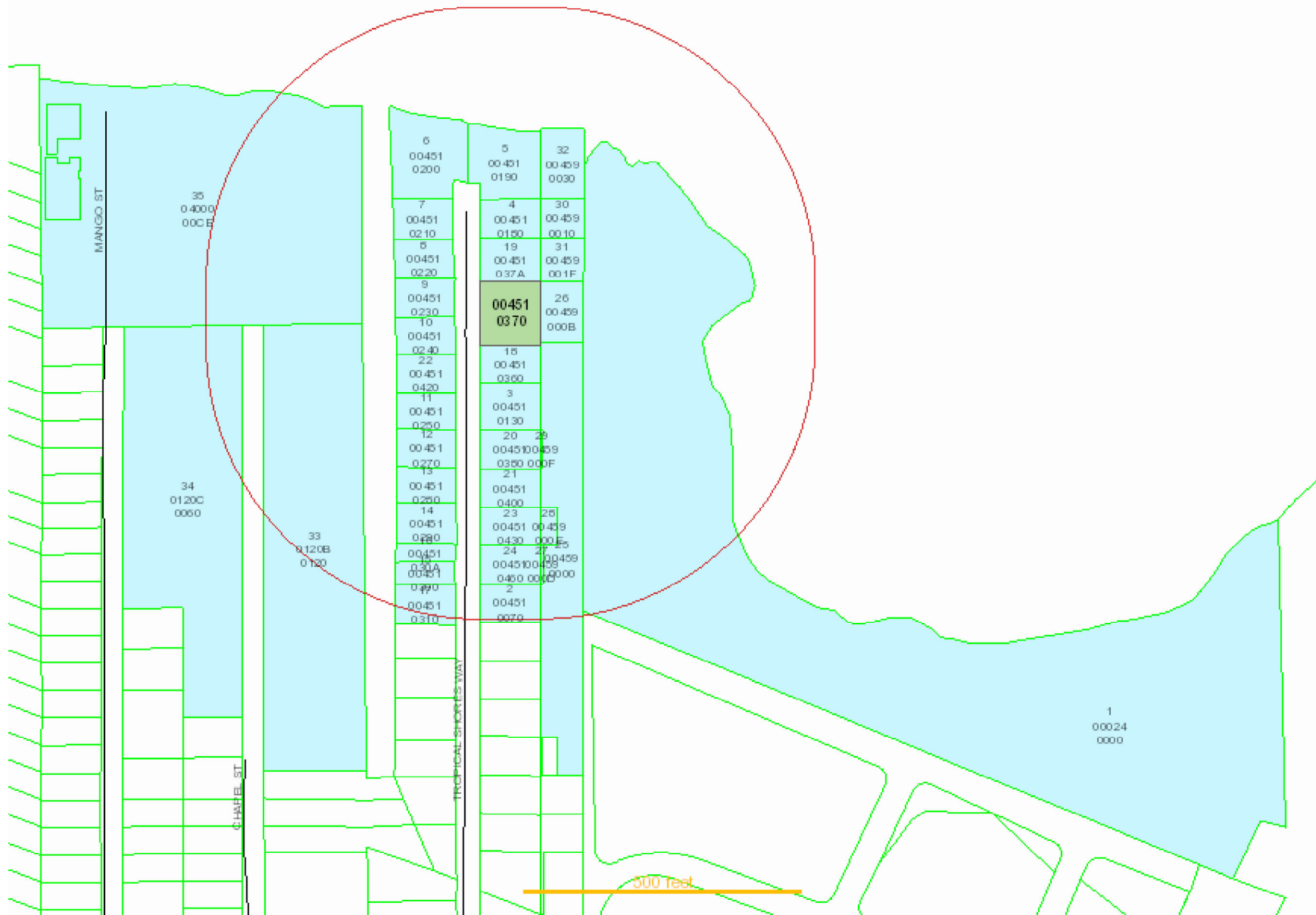
January 15, 2024

Air Photos: 2023 Hi-Res (3 inch)

- | | | | | |
|--|--|--|--|--|
|  Hospital Locations |  School Locations |  County Boundary |  US 41 |  Parcels Near |
|  Library Locations |  School Locations |  Major Roads Medium |  Other Highways | |
|  CCC_Parks |  I - 75 | |  Other Roads | |



Subjects: 1	Affected: 35	Buffer: 500	Date: 1/19/2024 12:00:00 AM					
Folioid	OwnerName	OwnerName2	MailAddress	MailCity	MailState	MailZip	MailCountry	
10227598	VOYLES BRADLEY A TR		1020 NANTUCKET DR	CICERO	IN	46034		
10227530	LEE COUNTY		PO BOX 398	FORT MYERS	FL	33902		
10227575	GILLAN JOSEPH A TR		150 TROPICAL SHORES WAY	FORT MYERS BEACH	FL	33931		
10227576	JENSEN DAVID J & KRISTIE		PO BOX 91	BUCKHORN	ON	K0L 1J0	CANADA	
10227577	KEISER WILLIAM B JR TR		PO BOX 370	RIDGELY	TN	38080		
10227578	WHITE SANDS LLC		PO BOX 22538	INDIANAPOLIS	IN	46222		
10227579	QUINTON TIMOTHY M TR		289 TROPICAL SHORES WAY	FORT MYERS BEACH	FL	33931		
10227580	WEIT MARTIN & DAWN F		275 TROPICAL SHORES WAY	FORT MYERS BEACH	FL	33931		
10227581	BUCHHOLZ LYNN		265 TROPICAL SHORES WAY	FORT MYERS BEACH	FL	33931		
10227582	SCHWARTZ DEREK & KRISTEN		3329 ROSA AVE	NEW SMYRNA BEACH	FL	32168		
10227583	ZACCANELLI TODD TR		235 TROPICAL SHORES WAY	FORT MYERS BEACH	FL	33931		
10227584	DEER ANN E TR		636 NANAK CT	NAPERVILLE	IL	60565		
10227585	PRARAZ BUILDERS LLC		4110 CENTER POINTE DR #210	FORT MYERS	FL	33916		
10227586	WOODARD CLAY E & DEBRA A TR		6199 N LARSON RD	FOUNTAIN	MI	49410		
10227587	KORMOS GEORGE N & JEAN M		412 JEFFERSON CT	FORT MYERS BEACH	FL	33931		
10227588	BEAULIEU BETSY A		155 TROPICAL SHORES WAY	FORT MYERS BEACH	FL	33931		
10227589	HOUSTON CAROLYN R		1104 KIMBERLY RD #112	BETTENDORF	IA	52722		
10227590	HANYO DONALD F & LORETTA		715 BUMBY ST E	LEHIGH ACRES	FL	33974		
10227597	QUINTON TIMOTHY M TR		2226 SR 2153	MORGANFIELD	KY	42437		
10227599	CES MANAGEMENT LLC		4077 KRAFT PKWY	FORT WAYNE	IN	46808		
10227600	KIDD ANTON M & KIMBERLY A		1629 VICTORIA POINTE LN	WESTON	FL	33327		
10227602	RODWELL DOROTHY L		12770 WATERFORD CIR APT 138	FORT MYERS	FL	33919		
10227604	EMMERICH MELANIE D TR		6601 BRIGHT RD	NORTH FORT MYERS	FL	33917		
10227605	UNIQUE DREAMS UNLIMITED LLC		5550 PROGRESS RD	INDIANAPOLIS	IN	46241		
10227608	GILLAN ALLAN F		156 TROPICAL SHORES WAY	FORT MYERS BEACH	FL	33931		
10603948	PAPPAS GEORGE TR		28461 US 19 N	CLEARWATER	FL	33761		
10600189	VOYLES BRADLEY A TR		8835 FOXLAND RUN	ZIONSVILLE	IN	46077		
10603022	PAPPAS GEORGE TR		28461 US 19 N	CLEARWATER	FL	33761		
10600847	UNIQUE DREAMS UNLIMITED LLC		5550 PROGRESS RD	INDIANAPOLIS	IN	46241		
10603483	PAPPAS GEORGE TR		28461 US 19 N	CLEARWATER	FL	33761		
10613482	PAPPAS GEORGE TR		28461 US 19 N	CLEARWATER	FL	33761		
10613483	SHIVELY TRENT & LISA		227 WAVE ROCK RUN W	FORT WAYNE	IN	46845		
10602715	WHITE SANDS LLC		PO BOX 22538	INDIANAPOLIS	IN	46222		
10227712	JAMIESON JAMES J		13299 OAK HILL LOOP	FORT MYERS	FL	33912		
10227716	JAMIESON JAMES J		13299 OAK HILL LOOP	FORT MYERS	FL	33912		
10227942	SEA GRAPE BAY CONDO ASSOC	ALLIANT PROPERTY MANAGEMENT	13831 VECTOR AVE	FORT MYERS	FL	33907		



LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

GILLAN JOSEPH A TR
150 TROPICAL SHORES WAY
FORT MYERS BEACH FL 33931

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BUCKHORN ON KOL 1J0
CANADA

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PO BOX 370
RIDGELY TN 38080

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NORTH FORT MYERS FL 33917

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13299 OAK HILL LOOP
FORT MYERS FL 33912

SEA GRAPE BAY CONDO ASSOC
ALLIANT PROPERTY MANAGEMENT
13831 VECTOR AVE
FORT MYERS FL 33907

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-B

Additional Required Information for a Variance Application

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

Case Number:
Project Name: 250 Tropical Shores Variance
Authorized Applicant: Kenrick Gallander, AICP
LeePA STRAP Number: 19-46-24-W3-00451.0370

Current Property Status: Vacant	
Current Zoning: Residential Conservation (RC)	
Future Land Use Map (FLUM) Category: Mixed Residential	
Comp Plan Density: 6 du/ac	Platted Overlay? ☐ Yes ☒ No

Variance is requested from:

LDC Section Number	Title of Section or Subsection
LDC Sec. 34-638(d)(5)a	Minimum Setbacks

Complete the narrative statements below for EACH variance requested.



Case # _____ Date Received: _____

PART I
Narrative Statements

Request for variance from LDC Sec. 34-638(d)(5)a (LDC Section number)

Explain the specific regulation contained in this section from which relief is sought:
See attached Narrative Request

Reasons for request

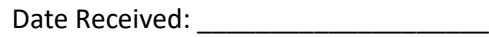
Explain why the variance is needed:
See attached Narrative Request



See attached Narrative Request

Explain the hardship (what is unique about the property) that justifies relief from the regulation:

See attached Narrative Request



See attached Narrative Request



**250 Tropical Shores Way
Variance Request**

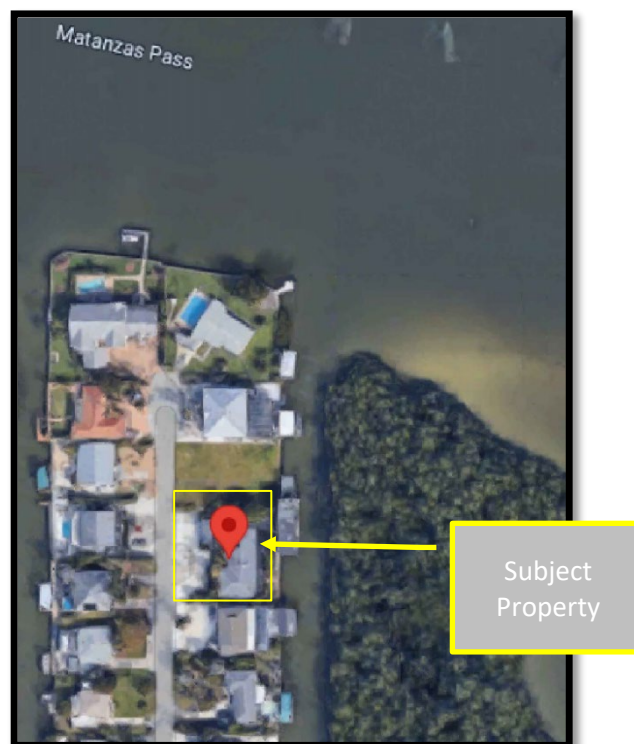
REQUEST NARRATIVE

REQUEST & BACKGROUND

The Neighborhood Company, on behalf of Orlandini Development Inc., requests a right-of-way setback variance for the proposed single-family residence at 250 Tropical Shores Way.

This petition seeks relief from LDC Sec. 34-638(d)(5)a, which requires single-family residences exceeding 65' in width to provide an articulated front façade where portions of the building exceeding 65' are set back and additional 12' from the right-of-way line (minimum of 37' from the right-of-way). The Applicant is requesting a four-foot variance from the requirement in order to provide an 8-foot additional setback.

The subject property encompasses 0.28 +/- acres, is located at 250 Tropical Shores Way and is identified as STRAP #19-46-24-W3-00451.0370. The property has a Future Land Use Designation of Mixed Residential and is within the Residential Conservation (RC) zoning designation. The property was previously developed with a single-family residence which was significantly damaged by Hurricane Ian.



PROPERTY LOCATION



PROPOSED REDEVELOPMENT

The applicant proposes to redevelop the subject property with a new single-family residence and accessory pool. The property is approximately 110' wide and 112' deep with the proposed residence measuring 90' x 62'. The rebuilt residence will consist of a one-story single-family residence over parking and storage.

NARRATIVE STATEMENTS

The following information is provided to address the narrative statement requests contained within the Supplement Form PH-B, Additional Required Information for a Variance Application. The directions contained within the application are presented in bold and underlined, with our responses below.

Request for variance form LDC Section 34-638(d)(5)(a). Explain the specific regulation contained in this section from which relief is sought.

The specific regulation contained in Land Development Code Section 34-638 from which relief is being requested is LDC Sec. 34-638(d)(5)(a) which states, *"no more than 65 feet of the structure may be constructed between the street setback line (25 feet from right-of-way/property line) and 37 feet from the right-of-way/property line. Any portion of the structure exceeding 65 feet in width shall be set back an additional 12 feet (37 feet from the right-of-way/property line)"*. The requested variance is to reduce the additional setback by 3 feet which would result in an additional setback of 8' rather than 12'. As depicted on the attached site plan, the new residential structure will provide an articulated building in which less than 65' of the front façade will be located at the 25-foot setback line. As can be seen from the site plan, the two garage entrances that protrude forward measure approximately 40 feet (20' each) and are located at the 25-foot setback line. The remainder of the building is recessed. The recessed areas on each end of the residence meet the additional 12' requirement; however, the central portion between the garage entrances provides an eight-foot additional setback bringing that portion of the building 33' from the right-of-way line rather than 37' as required by code.

This section of the code was recently amended following Hurricane Ian. This regulation was changed as part of broader changes to setback requirements meant to provide relief for individuals rebuilding on non-conforming or smaller lots.

Reasons for request. Explain why the variance is needed:

Hurricane Ian caused catastrophic damage to the subject property. Permit # 231309 was issued on February 6, 2023, for the demolition of the hurricane-damaged residence and pool. The most recent version of LDC Sec. 34-638 was subsequently approved by Fort Myers Beach Town Council in February 2023,



after the property owners had already designed their new home. LDC Sec. 34-633(d)(5)(a) creates a hardship for the property owners as the residence was designed with varying front yard setbacks (articulated façade) but one small portion of the home's façade, the central entrance and stairwell area, does not meet the 12' additional setback.

In order for the residence to comply with this ordinance, it would require a complete redesign of the architectural and structural plans and new permit applications. This redesign and permitting would cause the homeowners a significant hardship due to the additional cost, permitting time and construction delays. The applicant has evaluated the option of pushing back the entire home an additional four feet, but that would cause undesirable impacts to an already tight pool and deck configuration and a limited rear yard. The applicant also looked at modifying the house plan to push back the central entrance area of the home an additional four feet, but that causes numerous structural and design repercussions that warrant a major rework of the plans.

We believe that the requested variance is a de minimus departure from the strict letter of the code while respecting and remaining consistent with the intent of LDC Sec. 34-638(d)(5)(a). The intent of this section in the land development code is to minimize the massing created by long straight walls with no architectural relief. Requiring protrusion and recessed areas (articulation) for front facades creates visual interest, varied rooflines and a richer architectural fabric. We believe the proposed design for the single-family residence achieves the intent of this code section and that an eight-foot additional setback at the center of the property is as effective in creating design variations and visual interest as the 12' requirement. The 12' dimension is somewhat arbitrary in that the "articulation" is what matters and that breaking up a long uniform wall can be effectively achieved by an eight-foot additional setback. Moreover, this recessed area is where the home's front door is located and where there is significant architectural detail resulting from the double-sided stairway, covered porch, balconies, louvers, and varied roof lines that create a richly textured entrance and front façade.

Moreover, the proposed design will be constructed to meet all applicable Florida Building Codes and FEMA requirements, and that will be an asset to the Tropical Shores Way neighborhood.

Explain the possible effect the variance, if granted, would have on surrounding properties:

The homes on Tropical Shores Way have been constructed by a variety of builders at different times. As such, the homes are of varying ages, sizes and styles. Granting this variance will not impact surrounding properties and the variance will not result in a structure or design feature that stands out or is out of character for the neighborhood. Additionally, the proposed residence will be an attractive, quality-built home that will adhere to modern requirements and will create a more resilient property that will be an asset to the neighborhood.



Explain the hardship (what is unique about the property) that justifies relief from the regulation:

The property owner have, like so many others on the island, experienced the devastation caused by Hurricane Ian and are in the process of rebuilding their lives. Through the process of designing their home and applying for permits, it was discovered that the current design will not meet the new LDC section. The additional 12-foot setback was established by the Town in order to provide architectural interest. As described above, the hardship that justifies relief from this regulation is the destruction of their previous home, the timing associated with the drafting of the architectural plans, the changing LDC requirements and the significant cost and time that would be associated with redesigning this home. Lastly, the construction delays associated with a redesign would compound the property owner's loss.

Explain how the property qualifies for a variance. Direct this explanation to the guidelines for decision-making in LDC Section 34-87. The guidelines for decision-making regarding a request for a variance are as follows:

- (1) Whether there are exceptional or extraordinary conditions or circumstances that are inherent to the property in question, or whether the request is for a de minimis variance under circumstances or conditions where rigid compliance is not necessary to protect public policy;**

Yes, there are extraordinary circumstances resulting from the destruction caused by Ian, Additionally, the request is for a de minimis variance of approximately four feet from the additional 12-foot setback requirement for a portion of the front façade as described above. The granting of this variance will not cause harm to the surrounding properties and rigid compliance is not necessary to protect public policy as many residences were built on the island prior to the implementation of this code section and in that the proposed unquestionably meets the intent of this code section.

- (2) Whether the exceptional or extraordinary conditions justifying the variance are or are not the result of actions of the applicant taken after the adoption of the regulation in question;**

The extraordinary conditions which justify the variance result from the storm and from confusion associated with changing regulations. As mentioned above, detailed architectural, structural, and site civil plans were developed and submitted to the Town for approval. But for a small portion of the front facade that does not meet the strict requirement for an additional 12-foot setback, the building permit could be approved, and reconstruction could commence. It should also be noted that alternate design solutions have been evaluated and cannot be achieved without an elaborate redesign. Both of these conditions are beyond the control of the homeowners and are not a result of their actions.



(3) Whether the requested variance is the minimum variance to relieve the applicant of an unreasonable burden caused by the application of the regulation in question;

The requested variance is the minimum variance that will allow the homeowners to proceed with their current home design and site configuration. The reduction in the additional setback by approximately four feet will not be noticeable since the design already contains significant architectural detail and includes other recessed areas that meet the requirement. As described above, establishing an additional setback to promote “articulation” and visual interest is somewhat arbitrary in that there are no commonly accepted standards to achieve the desired outcome. Establishing an additional setback is more art than science. As can be seen from the attached set of plans, and more specifically sheet A3.1, the desired outcome is achieved, and the variance is indeed the minimum variance needed to make the proposed design feasible.

(4) Whether granting the variance would be injurious to the neighborhood or otherwise detrimental to the public welfare; and

The granting of the variance would not be injurious to the neighborhood or otherwise detrimental to the public welfare. Through the granting of this variance the proposed residence will be consistent with other existing residences along Tropical Shores Way and throughout Fort Myers Beach as the existing residences were constructed at various times and have varying setbacks.

(5) Whether the conditions or circumstances of the specific piece of property or the intended use of the property for which the variance is sought are of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.

The conditions and circumstances surrounding this property for which the variance is sought are specific to this site and situation. It would not be reasonable or practical to amend the regulation in question as there are many properties throughout the island which benefit from this regulation.



Town of Fort Myers Beach
Community Development Services - Planning Division
2525 Estero Blvd,
Fort Myers Beach, FL 33931

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Notice is hereby given that the Local Planning Agency/ Town Council of the Town of Fort Myers Beach will be conducting a public hearing at the Town Hall Council Chambers located at 2731 Oak St, Fort Myers Beach, Florida, 33931.

TIME: 9 AM

DATE: LPA March 12, 2024, and Town Council April 1, 2024

CASE: VAR20240027

ADDRESS: 250 Tropical Shores Way

APPLICANT: The Neighborhood Company

REQUEST: The applicant is requesting a 4-foot variance from LDC Section 34-638(d)(5)(a)(1) in the RC zoning district to reduce required setbacks for residences wider than 65-feet.

TOWN CONTACT: SARAH PROPST SARAH.PROPST@FMBGOV.COM

You may appear in person, through counsel, or through an authorized agent and provide testimony, legal argument, or other evidence. At this hearing, the **Local Planning Agency/ Town Council** will review the application materials and hear testimony to make a **recommendation/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
2525 Estero Blvd,
Fort Myers Beach, FL 33931

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Notice is hereby given that the Local Planning Agency/ Town Council of the Town of Fort Myers Beach will be conducting a public hearing at the Town Hall Council Chambers located at 2731 Oak St, Fort Myers Beach, Florida, 33931.

TIME: 9 AM

DATE: LPA March 12, 2024, and Town Council April 1, 2024

CASE: VAR20240027

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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. **Request:**

Meeting Date: April 1, 2024

Designation of a Council representative and alternate to the Coastal & Heartland National Estuary Partnership (CHNEP) Policy Committee

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

The CHNEP is asking that a elected leader be appointed to serve on the the Policy Committee of the Coastal & Heartland National Estuary Partnership. [The Policy Committee](#) comprises elected leaders from the 10 counties and city members of the CHNEP.

At the Please notify us the name and contact information of the Councilmember who would be willing to serve in attending (held every four months / three half days per year in the Port Charlotte/Punta Gorda area - with the next one being held on May 23, 2024). It is a great opportunity for them to meet and discuss matters with other elected leaders and state and federal policymakers from throughout the region. We will send them an orientation packet once we are notified of their joining.

Coastal and Heartland National Estuary Partnership - Policy Committee:

<https://www.chnep.org>

A partnership of citizens and elected officials, and resource managers working together to protect and restore water and wildlife habitat in Central and Southwest Florida. The Policy Committee establishes the general policy for the CHNEP, has authority over program administration, appoints members to other committees and approves the CHNEP's budget.

Meets January 26, 2023, May 25, 2023 and September 21, 2023. Current representation : Town Environmental Projects Manager Chadd Chustz, alternate **TBD**.

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
Amy Baker, Town Clerk
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/22/2024
Approved - 3/22/2024
Approved - 3/24/2024
Approved - 3/25/2024
Final Approval - 3/25/2024

1. **Request:**

Meeting Date: April 1, 2024

Accept an offer to sell and approve a FAR/BAR Commercial Contract for the purchase of real property located at 6231 Estero Blvd. currently owned by 6231 Estero LLC for the eventual use as a new Town Hall , AND authorize the Mayor or Town Manager to sign any and all documents needed to close the transaction tentatively scheduled for July 8, 2024 once all contingencies (title, survey, etc.) have been satisfied.

Why the action is necessary:

To restore normalcy of town government in a permanent facility.

What the action accomplishes:

The ability to have a storm hardened structure for years to come.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

The potential purchase of a vacant commercial property located at 6231 Estero Blvd. The building at this location would eventually function as the town's permanent "Town Hall" facility. With some minor floor plan changes, as well as some cosmetic works, the building could be operational within a year's time.

Section 166.045, Florida Statutes requires a local government to obtain two appraisals if the amount of the purchase will exceed \$500,000. The Town obtained two appraisals of the property value in January 2024. One appraisal was for the amount of \$5,560,000 and the second was in the amount of \$7,000,000. The appraisals are no longer subject to the exemption from public disclosure in Section 119.071(1) and a copy of each is attached. Section 166.045(1)(b) requires that any purchase in excess of the average appraised price of the two appraisals by a local government be approved by an extraordinary vote.

In addition, Section 286.23, Florida Statutes requires a seller to complete an Affidavit of Interest in Real Property ("Disclosure Form") to determine any conflicts of interest may exist. The seller was notified of this requirement in the Town Manager's letter. An unsigned copy of the Disclosure Form is included in the agenda materials for reference. A signed copy will be available at the Town Council meeting.

Attachments:

1. Contingent Offer Letter
2. Regional Appraisal - 1 of 2 required appraisals
3. Carlson Norris Appraisal - 2 of 2 required appraisals
4. Contract - Town of Fort Myers Beach and 6231 Estero LLC (1)
5. Exhibit A (2)
6. ADDENDUM NO 1
7. Affidavit of Interest in Real Property - added 3.29.24
8. Estero Deed
9. 6231 Estero LLC Sunbiz

Financial Impact:

The purchase amount would be potentially covered by State funds.

6. **Alternative Action**

7. **Management Recommendations:**

Proceed with the conditions of purchase.

8. **Recommended Approval:**

Amy Baker, Town Clerk
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/25/2024
Approved - 3/27/2024
Approved - 3/27/2024
Final Approval - 3/27/2024



February 27, 2024

Mr. Kevin L. Henderson
Waterfront Properties
283 3rd Street West
Bonita Springs, Florida 34134

VIA: Registered/Certified Mail

RE: Contingent Offer to Purchase Real Property – 6231 Estero Boulevard, Ft. Myers Beach, FL 33931

Dear Mr. Henderson,

This letter is a contingent offer to purchase the real property (building and land) located at 6231 Estero Boulevard, Ft. Myers Beach, FL 33931 in the amount of **\$7,000,000** (Seven million dollars). This offer to purchase is contingent on approval by the Town Council of a Contract for Sale with a purchase price validated by two appraisals. The Town has requested two appraisals consistent with the requirements of Section 166.045, Florida Statutes and upon receipt of the appraisals will seek direction/approval from the Town Council at the first available opportunity. The purchase would also be subject to customary terms and conditions of sale to be set forth in detail in the Contract for Sale to be presented to the Town Council for approval. It is understood that this "Offer to Purchase" is not intended to be a legally binding agreement and that it is solely for facilitating negotiations between the parties. No legally binding agreement shall exist unless and until a formal and definitive purchase and sale agreement has been negotiated, drafted and approved by the respective parties and their legal counsel and executed and delivered by such parties.

Enclosed with this letter is a Notice of Required Disclosures and attached Affidavit as required by Florida law. More detailed information regarding the disclosure obligation is contained in the Notice itself.

If you are willing to accept the Town's contingent offer, please sign and return this letter at your earliest convenience. If you have any questions, please do not hesitate to contact me.

Sincerely,

Andrew Hyatt, Town Manager

Cc: Town Council
Becky Vose, Town Attorney

Enclosure: Notice of Required Disclosures

FORT MYERS BEACH ESTERO ISLAND

P. 239-765-0202 | F. 239-765-0909 | 2731 Oak Street, Fort Myers Beach, FL 33931



February 27, 2024

Mr. Kevin L. Henderson
Waterfront Properties
283 3rd Street West
Bonita Springs, Florida 31134

Via: Registered/Certified Mail

NOTICE OF REQUIRED DISCLOSURE OF INTERESTS IN REAL PROPERTY

THIS NOTICE is to inform you that, pursuant to Section 286.23, Florida Statutes, any person or entity holding real property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity for others, is required to make certain disclosures (the "Required Disclosures") to the chief officer of the Town of Ft. Myers Beach, before entering into any contract whereby real property is sold, leased, taken by eminent domain, or otherwise conveyed to the Town. The Required Disclosures must state your name and address, as well as the name and address of every person having a beneficial interest in the real property to be sold, leased, or otherwise conveyed to the Town.

Enclosed is an Affidavit of Interest in Real Property which you may use to make the Required Disclosures. The Required Disclosures must be made prior to the execution of a contract providing for the sale, lease, or conveyance of property to the Town and at least 10 days prior to closing of the sale, lease, or conveyance. **Please be advised that, pursuant to Section 286.23, Florida Statutes, the Required Disclosures must be made under oath and subject to the penalties for perjury.**

Please return the signed and notarized affidavit in a sealed envelope made deliverable to:

Mayor Dan Allers
Town of Ft. Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

With a copy to:
Andy Hyatt, Town Manager
Becky Vose, Town Attorney
Town of Ft. Myers Beach
2525 Estero Boulevard
Ft. Myers Beach, FL 33931

Thank you for your cooperation in this matter.

Sincerely,

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

ACCEPTANCE

FOR SALE WHERE-IS AND AS-IS.

By my signature below, I hereby accept the Town's contingent offer to purchase my property located at 6231 Estero Boulevard, Ft. Myers Beach, Florida.

THIS ACCEPTANCE STANDS UNTIL ~~10 FEB~~ 2024,
APR 10, 2024
DS

Signature



500 KINGS TOWN DRIVE
NAPLES, FL 34102

Print Name:

DOUGLAS D SCHUMANN

OWNER: 6231 ESTERO BOULEVARD, LLC

Date:

28 FEB 2024



RESTRICTED
APPRAISAL REPORT

6231 ESTERO BLVD. FORT MYERS BEACH, FL. 33931

PREPARED FOR:
TOWN OF FORT MYERS BEACH
C/O FRANKIE KROPACEK
2525 ESTERO BOULEVARD
FORT MYERS BEACH, FL. 33931

AS OF
JANUARY 20, 2024

REGIONALVALUATIONS.COM
845-786-7374
ORDERS@REGIONALVALUATIONS.COM

January 26, 2024

Town of Fort Myers Beach
C/O Frankie Kropacek
2525 Estero Boulevard
Fort Myers Beach, FL. 33931
(239) 765-0202

RE: **Restricted Appraisal Report** for 6231 Estero Blvd, Fort Myers, FL 33931

In response to your request, I have prepared a restricted appraisal report for the below referenced properties. The purpose of this restricted appraisal is limited to the client's private use to estimate the current Fair Market Value, "As-Is" for the above reference property as of January 20, 2024:

This is a Restricted Appraisal Report, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the 2018 -2019 Uniform Standards of Professional Appraisal Practice for a Restricted Appraisal Report. As such, it presents limited discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraisers' work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use. **The present appraisal cannot be used for any federal financial purpose, legal purpose, tax appeal purpose, insurance purpose, or other purposes beyond the client's personal use.** The appraiser is not responsible for unauthorized use of this report.

This appraisal report has also been prepared in conformance with the Competency Rule as promulgated by the Appraisal Foundation, as well as our interpretation of the Title XI of the Financial Institutions Reform and Recovery Enforcement Act (FIRREA). This appraisal is qualified by certain assumptions, limiting conditions, certifications and definitions that are set forth in the body of this report.

I certify that to the best of my knowledge and beliefs the statements contained herein are true and correct. The reported analyses, opinions and conclusions are our personal unbiased professional analyses, opinions and conclusions. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The subject property was appraised under the extraordinary assumption that the property is in average condition, as the appraiser inspected the property from the street and did not have access to the interior.

In my opinion, based upon my analysis, the indicated market value of subject property as is as of the effective date of the appraisal, January 20, 2024 is:

SEVEN MILLION DOLLARS
(\$7,000,000)



John Callanan
FL Certified General RZ4385



TABLE OF CONTENTS

TABLE OF CONTENTS	3
SUMMARY OF SALIENT FACTS & CONCLUSIONS	4
SUBJECT PROPERTY PHOTOS	7
MARKET ANALYSIS.....	9
CERTIFICATIONS	11
CONTINGENT & LIMITING CONDITIONS	12
ADDENDA	17



SUMMARY OF SALIENT FACTS & CONCLUSIONS

Client	Town of Fort Myers Beach C/O Frankie Kropacek
Address	2525 Estero Boulevard, Fort Myers Beach, FL. 33931
Intended Use	Fair Market Value "As-Is"
Property Rights Appraised	Fee Simple
File #	CFL121L24FM180
Subject Address	6231 Estero Blvd Fort Myers, FL 33931
Sec-Blk-Lot	33-46-24-W3-00012.0020
Owner of Record	6231 ESTERO LLC
Sales History	12/17 - \$2,336,300
Property Type	Office Building
Occupancy	Vacant
Total Site Area (Acres)	0.51
Total GBA (SF)	17,960
Number of Buildings	1
Number of Floors	3
Year Built	2007
Effective Age (Years)	15
Personal Property	Items of personal property are not considered in the valuation of the subject property
Extraordinary Assumptions	The appraiser assumes that the structural integrity of the property is up to code and recommends an engineer inspection
Hypothetical Conditions	No hypothetical conditions applied
Zoning	CB
Jurisdiction	Fort Myers Beach
Flood Map	12071C0567F
Map Date	8/28/2008
Flood Risk Area	High Risk Area
Highest & Best Use	The client's intended use is to continue the use as an office building; however, the appraiser recommends a feasibility analysis based on an individual's cash-on-cash investment to determine the highest and best use, maximum allowable density that is financially feasible to construct, and conforms to the area to maximize cash flow potential for that specific investor.
Exposure Time	Nine to 12 Months
Marketing Time	Nine to 12 Months
Effective Date of Value	1/20/2024
Inspection Date	1/20/2024
Signature Date	1/26/2024
Cost Approach	Not Considered
Income Approach	\$7,100,000
Sales Comparison Approach	\$7,000,000
Final Market Value Opinion	\$7,000,000



SUMMARY OF SALIENT FACTS & CONCLUSIONS

Property Improvements: Since Hurricane Ian in September of 2022, the property has undergone renovations to restore the property to its current condition including a new roof, new air conditioning and gutting the first floor. Utilities are currently on for the second and third floor, which are fully finished and built out office space. Due to water damage on the first floor the electric was cut during the gutting process. The first floor currently has cement block walls and cement flooring. The elevator is not currently operating. Per the seller, ground floor estimates are between 200k – 480k to complete and the elevator is approximately 45k to repair or 140k to replace. The subject is located on the main Street of Fort Myers Beach and has 37+/- parking spots.

Reconciliation: To develop an opinion of fair market value, “as-is” of the fee simple interest in the property for the current fair market value, the Sales Comparison was determined to be the best indicator of value as the subject is currently vacant and intended to be owner occupied. A sufficient number of comparable sales and active sales were available in the subject neighborhood to develop a credible indication of value by the sales comparison approach. The supporting documentation for the analyses and the development of the approaches to value is retained in the appraiser’s work file.



SUMMARY OF SALIENT FACTS & CONCLUSIONS

Scope of Work

We have prepared an independent and impartial appraisal of the property in conformance with the requirements of the USPAP. The appraisal employs all approaches considered meaningful and relevant. As part of this appraisal, a number of independent investigations and analyses were required. The appraisal process performed included the following tasks:

Appraisal Process

- Identified the real estate being appraised
- Identified the real property interest being appraised
- Ascertained the purpose and intended use of the appraisal
- Stated and defined market value
- Inspected the property, and specified the effective date of the appraisal and the date of this report
- Determined the highest and best use of the subject property for the client
- Researched comparable market rents and sales in relation to the subject property
- Analyzed pertinent market information in order to value the subject property via the selected approach(es)
- Arrived at market value indications from each selected approach, and reconciled to a final market value opinion
- Set forth all assumptions and limiting conditions that affect the analyses, opinions and conclusions
- Provided a signed certification in accordance with Standards Rule 2-3

Definition of Market Value

Market value is defined in the Appraisal Institute's Dictionary of Real Estate (4th edition, 2002) as:

The most probable price which a property would bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of the sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash and U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Definition of Real Estate-Related Financial Transaction:

According to the Appraisal Institute, any transaction involving:

- The sale, lease, purchase, investment in or exchange of real property, including interests in property, or the financing thereof; or
- The refinancing of real property or interests in real property; or
- The use of real property or interests in property as security for a loan or investment, including mortgage-backed securities.



SUBJECT PROPERTY PHOTOS

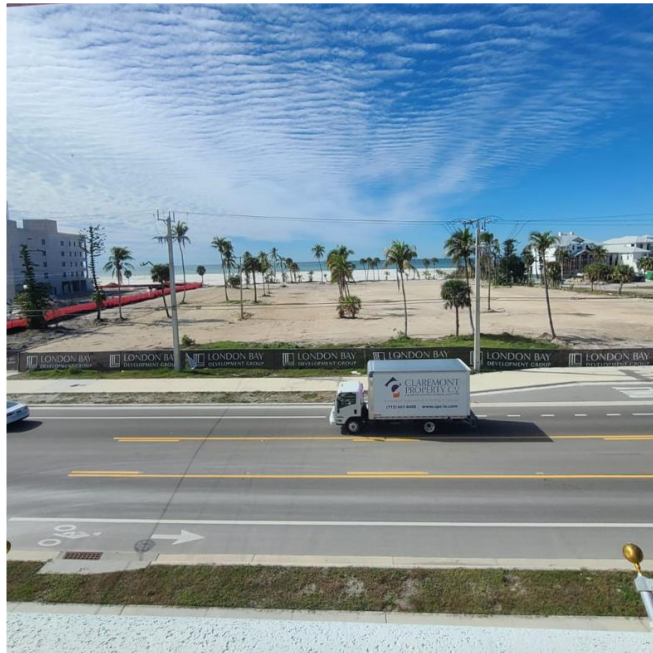
SUBJECT FRONT



SUBJECT STREET



ACROSS THE STREET



SUBJECT VERIFICATION



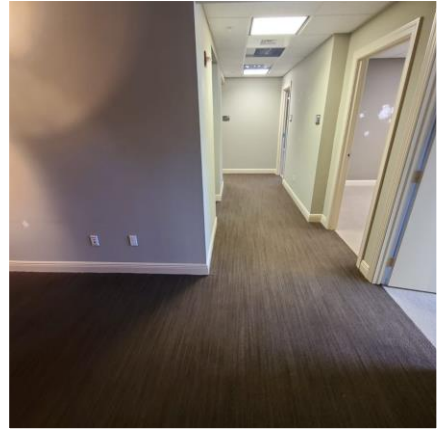
INTERIOR



INTERIOR



INTERIOR



INTERIOR



INTERIOR



UTILITY



ELEVATOR



UTILITY



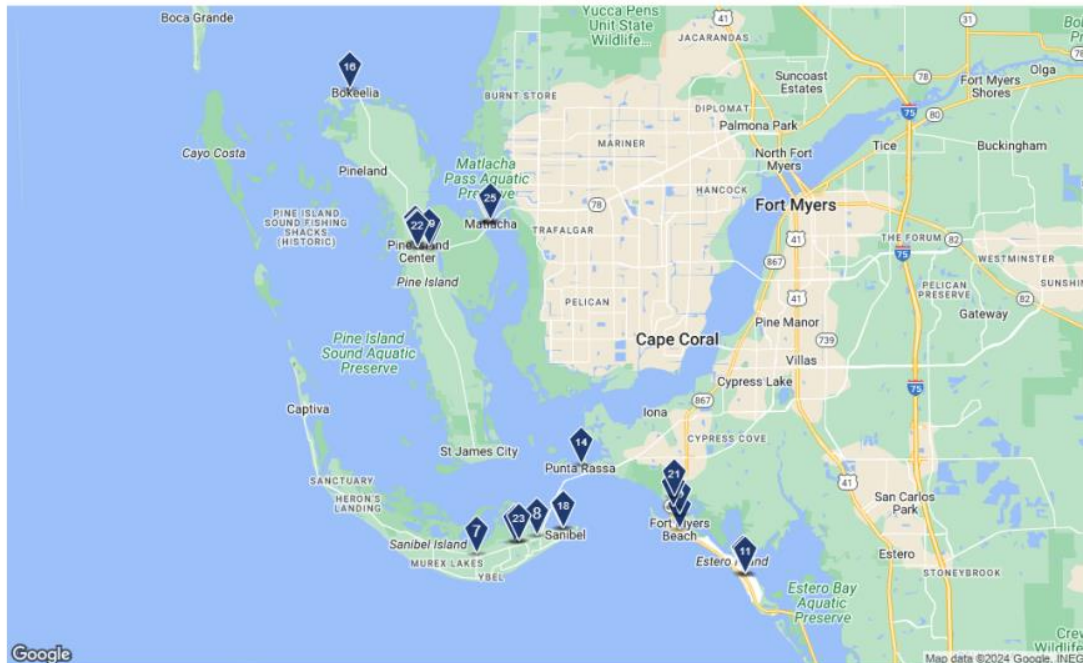
UTILITY



For Sale Map & List Report

Records	Avg. Cap Rate	Avg. Price/SF	Avg. Vacancy
25	5.5%	\$802	13.0%

FOR SALE LOCATIONS



FOR SALE SUMMARY STATISTICS

Sales Attributes	Low	Average	Median	High
Sale Price	\$650,000	\$2,631,520	\$2,200,000	\$8,200,000
Price/SF	\$289	\$802	\$681	\$2K
Cap Rate	3.8%	5.5%	5.0%	7.6%
Days on Market	89	381	202	4,389
Property Attributes	Low	Average	Median	High
Building SF	377	4,181	2,946	13,300
Floors	1	1	1	2
Typical Floor	377	3,534	2,814	11,471
Vacancy Rate	0%	13.0%	0%	100%
Year Built	1946	1969	1968	2023
Star Rating	★★★★★	★★★☆☆ 2.2	★★★★☆ 2.0	★★★★★



Quick Stats Report

Comps Statistics					
	Low	Average	Median	High	Count
Office					
Price					
For Sale & UC/Pending	\$185,000	\$185,000	\$185,000	\$185,000	1
Sold Transactions	\$197,000	\$1,510,521	\$849,500	\$14,360,000	24
RBA					
For Sale & UC/Pending	838 SF	838 SF	838 SF	838 SF	1
Sold Transactions	693 SF	6,147 SF	3,000 SF	69,442 SF	29
Price per SF					
For Sale & UC/Pending	\$220.76	\$220.76	\$220.76	\$220.76	1
Sold Transactions	\$112.45	\$214.68	\$224.18	\$373.26	24
Actual Cap Rate					
For Sale & UC/Pending	-	-	-	-	-
Sold Transactions	6.25%	6.25%	6.25%	6.25%	1
Days on Market					
For Sale & UC/Pending	273	273	273	273	1
Sold Transactions	22	162	122	379	12
Sale Price to Asking Price Ratio					
Sold Transactions	74.13%	91.75%	94.36%	100.00%	10



CERTIFICATIONS

I hereby certify that, except as otherwise noted in this appraisal report:

- The statements of fact contained in this appraisal report are true and correct.
- The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).
- I have experience in the appraisal of properties similar to the subject and am in compliance with the Competency Rule of USPAP.
- The reported analyses, opinions, and conclusions comply with the Comptroller of Currency appraisal standards as delineated by ruling 12U.S.C.93a. This appraisal has been prepared in conformance with Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by the Appraisal Standards Board of the Appraisal Foundation, and the Interagency Appraisal and Evaluation Guidelines dated December 2010.
- The value conclusion(s) as well as other opinions expressed herein are not based on a requested minimum value, a specific value or approval of a loan.
- The undersigned accepts full responsibility for the contents, analysis, and appraisal conclusions of all parties who have contributed to this appraisal report.
- Any inquiry from the client's loan production staff during the appraisal process will result in both the appraiser directing said inquiry to the applicable client appraiser, or their designee, and a reporting of said inquiry to the client appraiser/appointee.
- I made a personal interior and exterior inspection of the property that is the subject of this report.
- Kristi Callanan Assistant Appraiser, Kerri Ann Callanan Assistant Appraiser, and Kayla Callanan offered significant professional assistance in the preparation of this appraisal under the supervision of John Callanan.



John Callanan
FL Certified General #RZ4385



CONTINGENT & LIMITING CONDITIONS

This appraisal is subject to the following general assumptions and limiting conditions.

1. Any legal description or plats reported herein are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings, or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. we have made no survey of the property and assume no responsibility in connection with such matters.
2. The appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the appraiser or the appraiser's staff or was obtained or taken from referenced sources and is considered reliable. No responsibility is assumed for the costs of preparation or for arranging geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
3. No responsibility is assumed for matters legal in nature. Title is assumed to be good and marketable and in fee simple unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated.
4. Unless otherwise stated herein, it is assumed there are no encroachments or violations of any zoning or other regulations affecting the subject property and the utilization of the land and improvements is within the boundaries or property lines of the property described and that there are no trespasses or encroachments.
5. I assume there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
6. It is assumed the subject property is not adversely affected by the potential of floods, unless otherwise stated herein.
7. It is assumed all water and source facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
8. Unless otherwise stated within the report, the depiction of the physical condition of the improvements described herein is based on visual inspection. No liability is assumed for the soundness of structural members since no engineering tests were conducted. No liability is assumed for the condition of mechanical equipment, plumbing, or electrical components, as complete tests are not made. No responsibility is assumed for hidden, unapparent or masked property conditions or characteristics that are not clearly apparent during my inspection.
9. If building improvements are present on the site, no significant evidence of termite damage or infestation was observed during my physical inspection, unless so stated in the report. No termite inspection report was available, unless so stated in the report. No responsibility is assumed for hidden damages or infestation.
10. Any proposed or incomplete improvements included in this report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.



11. No responsibility is assumed for hidden defects or for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.
12. Responsible ownership and competent property management are assumed.
13. The appraisers assume no responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
14. The value estimates reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value estimates, unless such proration or division of interests is set forth in the report.
15. Any division of the land and improvement values estimated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
16. Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment.
17. Unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Nor are the rights associated with extraction or exploration of such elements considered, unless otherwise stated. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
18. Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are my best estimate of current market thinking of what future trends will be. No warranty or representation is made that these projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
19. Unless subsoil opinions based upon engineering core borings are furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
20. I am not an expert in determining the presence or absence of hazardous substances, defined as all hazardous or toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. We assume no responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss because of the presence of such substances.



CONTINGENT & LIMITING CONDITIONS

-
- Appraisers are not qualified to detect such substances. The client is urged to retain an expert in this field.
21. I am not experts in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. We assume no responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent endangered species impact studies, research, and investigation that may be provided.
 22. No environmental impact studies are either requested or made in conjunction with this analysis. The appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions based upon any subsequent environmental impact studies, research, and investigation that may be provided.
 23. The appraisal is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report; further, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained for any use considered in the value estimate.
 24. Neither all nor any part of the contents of this report or copy thereof, shall be conveyed to the public through advertising, public relations, news, sales, or any other media, without the prior written consent and approval of the appraisers. This limitation pertains to any valuation conclusions, the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof.
 25. Although the appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the appraiser either by the client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or estimates of value.
 26. If this report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the appraiser may have relied on verification obtained and reported by appraisers outside of my office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

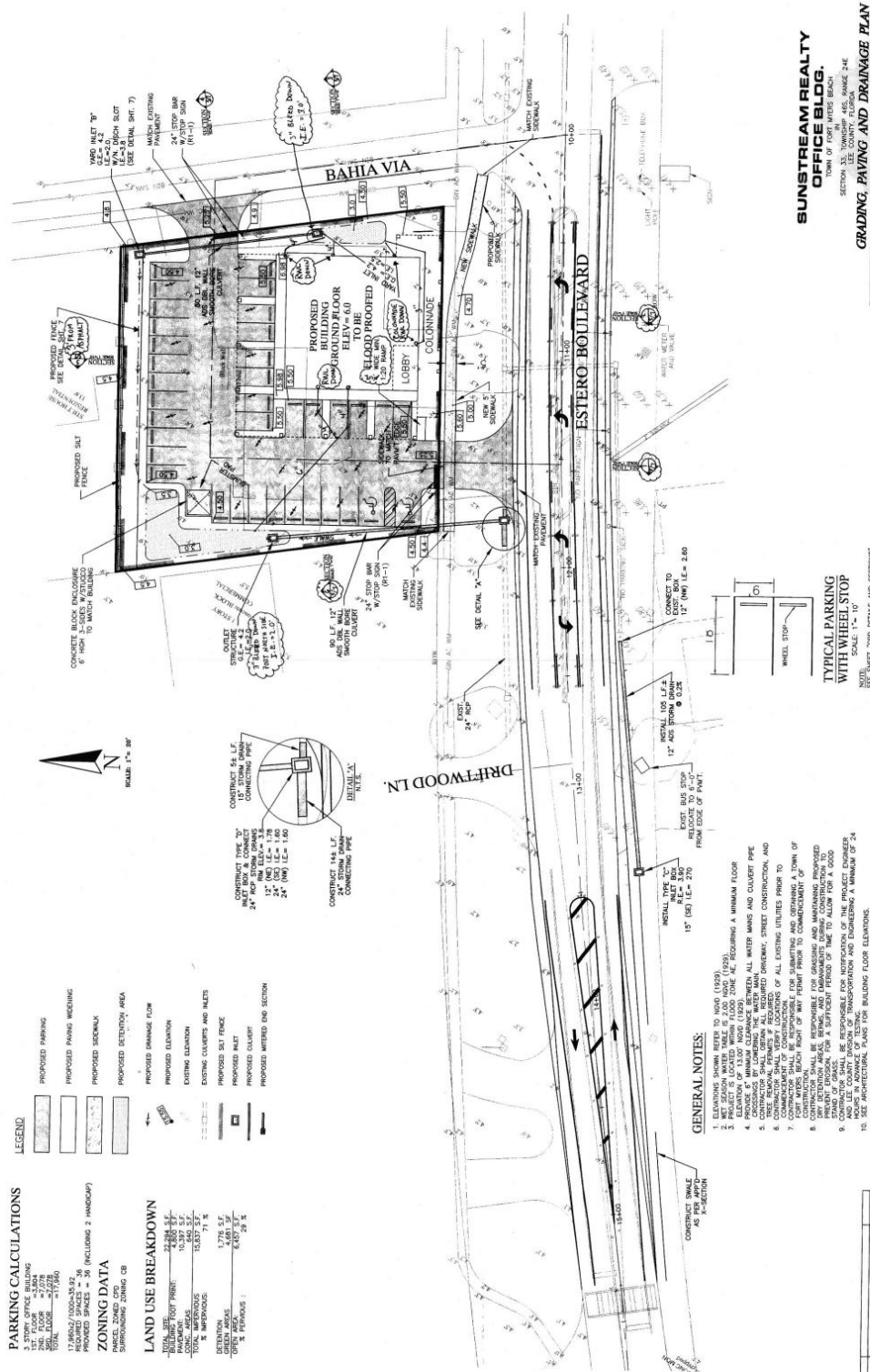


27. The American Disabilities Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative impact upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
28. This appraisal report has been prepared for the exclusive benefit of the client. It may not be used or relied upon by any other party. Any other party who is not the identified client within this report who uses or relies upon any information in this report does so at their own risk.
29. The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. This appraisal is based on market conditions existing as of the date of this appraisal.
30. The right is reserved by the appraiser to make adjustments to the analyses, opinions, and conclusions set forth in this report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the appraiser or appraisers. The appraiser(s) shall have no responsibility for any unauthorized change(s) to the report.
31. If the client instructions to the appraiser are to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property are observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property are obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.
32. The submission of this report constitutes completion of the services authorized. It is submitted on the condition the client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, and judicial or administrative proceedings. In the event the appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the client immediately. The client has the sole responsibility for obtaining a protective order, providing legal instruction not to appear with the appraisal report and related work files and will all questions pertaining to the assignment, the preparation of the report, and the reasoning used to formulate the estimate of value. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work.
33. Use of this appraisal report constitutes acknowledgement and acceptance of the general assumptions and limiting conditions, special assumptions (if any), extraordinary assumptions (if any), and hypothetical conditions (if any) on which this estimate of market value is based.



34. If provided, the estimated insurable value is included at the request of the client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value purposes. The appraisers are not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The appraisers are not cost experts in cost estimating for insurance purposes.
35. Submitting this appraisal does not entail any future requirement for testimony or court appearances unless prior arrangements are made.





6231 Estero Blvd, Fort Myers Beach, FL 33931-4417, Lee County **Expired Listing**

APN: 33-46-24-W3-00012.0020 CLIP: 2419627129

	Beds	Full Baths	Half Baths	Sale Price	Sale Date
	N/A	N/A	N/A	\$2,336,300	12/21/2017
	Bldg Sq Ft	Lot Sq Ft	MLS Yr Built	Type	
	23,157	21,460	2007	OFC BLDG	

OWNER INFORMATION

Owner Name	6231 Estero LLC	Owner Address Zip Code	34102
Mail Owner Name	6231 Estero LLC	Owner Address ZIP + 4 Code	7827
Owner Address	500 Kings Town Dr	Owner Address Carrier Route	C071
Owner Address City & State	Naples, FL	Owner Occupied	No

COMMUNITY INSIGHTS

Median Home Value	\$1,197,217	School District	LEE
Median Home Value Rating	10 / 10	Family Friendly Score	55 / 100
Total Crime Risk Score (for the neighborhood, relative to the nation)	77 / 100	Walkable Score	31 / 100
Total Incidents (1 yr)	11	Q1 Home Price Forecast	\$1,192,977
Standardized Test Rank	56 / 100	Last 2 Yr Home Appreciation	46%

LOCATION INFORMATION

Subdivision	Acreage & Unrec	School District	Lee County SD
Subdivision #	W3	High School District/School Name	1201080
Section	33	Elementary School District	1201080
Township	46	Neighborhood Code	5320100-5320100
Range	24	Zoning	CB
Property Zip	33931	Taxing Authority	Town Of Ft Myers Beach
Property Zip+4	4417	Flood Zone Code	AE
Property Carrier Route	C007	Within 250 Feet of Multiple Flood Zone	No
Census Tract	602.03	Flood Zone Panel	12071C0567G
Census Block Group	1	Flood Zone Date	11/17/2022
Map 1	17-33		

TAX INFORMATION

PID	33-46-24-W3-00012.0020	Tax Area	032
Strap	24-33-46-W3-00012-0020	Block #	12
Parcel ID	334624W3000120020	Lot #	2
% Improved	77%		
Legal Description	PARL IN S E 1/4 SEC 33 + S W 1/4 SEC 34 TWP 46 R 24		

ASSESSMENT & TAX

Assessment Year	2022	2021	2020
Market Value - Total	\$2,752,788	\$2,740,868	\$2,166,428
Market Value - Land	\$626,975	\$689,810	\$290,521
Market Value - Improved	\$2,125,813	\$2,051,058	\$1,875,907
Assessed Value - Total	\$2,621,378	\$2,383,071	\$2,166,428
Assessed Value - Land			\$290,521
Assessed Value - Improved			\$1,875,907
YOY Assessed Change (%)	10%	10%	
YOY Assessed Change (\$)	\$238,307	\$216,643	
Tax Year	Total Tax	Change (\$)	Change (%)
2020	\$32,483		
2021	\$36,913	\$4,430	13.64%
2022	\$37,745	\$831	2.25%

CHARACTERISTICS

Lot Acres	0.4927	Heat Fuel Type	Electric
Lot Sq Ft	21,460	Porch	Finished/Open Porch
County Use Code	18	Patio Type	S00
Land Use - State	Office Building	Garage Type	Carport



John P. Callanan

regionaljpc@gmail.com | 845-786-7374 | regionalvaluations.com

John P. Callanan is a seasoned professional with over 35 years of experience as a commercial and residential real estate appraiser and consultant. John is the president of Regional Real Estate Appraisal Service LTD and has completed and/or reviewed over 25 thousand appraisals for hundreds of lenders, private parties, and or attorneys throughout the country. John is a graduate from New York University with a Masters Degree in Real Estate, Valuation. He is a certified teacher from the Department of State NYS for all real estate classes and an approved FHA, HUD appraiser.

Education	New York University: M.S. Real Estate Valuations - Graduated May 2008	2005-2008
	Appraisal Institute – General Associate Member (working towards MAI/SRA designation). Base and advanced valuation classes for state licensing and continuing education to maintain state license.	2005-Present
	Amsterdam University - International Real Estate Valuation	2006
	New York University: Advanced Graduate Certificate, NYU Real Estate Institute - Graduated May 2005	2003-2005
	St. Thomas Aquinas College , Sparkill, NY; B.S. in Marketing and Management - Graduated May 1986	1986

Career History

Regional Real Estate Appraisal Svc., Ltd.	President	1998- Present
Schnitta Appraisals	Fee Appraiser	1995-1998
Mid State Appraisals	Fee Appraiser	1985-1987
Callanan Realty & Appraisals	Real Estate Broker and Appraiser	1983-Present
Noto & Lawler	Fee Appraiser	1983-1995
IDI Appraisals	Fee Appraiser	1983-1987

Professional Affiliations

- Certified General R.E. Appraiser - NY #46000046461
- Certified General R.E. Appraiser – FL # #RZ4385
- FHA Approved by Department of HUD in NY
- The Foundation of Real Estate Appraisers (FREA)
- Past Advisory Board Member (Rockland Co. Finance)
- Realtor New York State and National Association of Realtors
- Appraisal Institute Associate Member
- NYU Real Estate Institute
- NYS Society of Appraisers



Carlson Norris

APPRAISAL REPORT



Office Building
6231 Estero Boulevard
Fort Myers Beach, Florida 33931

Prepared For:

Town of Fort Myers Beach
Attention: Frank Kropacek
Operations and Compliance Director
2325 Estero Boulevard
Fort Myers Beach, Florida 33931
fkropacek@fmbgov.com

Prepared By:

Carlson, Norris, & Associates
Courtney Drive. Suite 14, Fort Myers, FL
33901
(239) 936-1991
www.carlsonnorris.com

Our File # 23-416



January 19, 2024

Frank Kropacek
Operations and Compliance Director
2325 Estero Boulevard
Fort Myers Beach, Florida 33931

RE: Office Building
6231 Estero Boulevard
Fort Myers Beach, Florida 33931
Our File Number: 23-416

Dear Mr. Kropacek:

At your request and authorization, Carlson, Norris and Associates, Inc. have prepared an **Appraisal Report** of the market value for the above referenced real property. Per the request of the client, we have provided the market value of the subject on an "As Is" basis. The interest appraised includes the fee simple interest of the subject.

The property is located at 6231 Estero Boulevard, Fort Myers Beach, Florida 33931. The site consists of a parcel rectangular in configuration containing 21,736 square feet (0.499 acres), more or less. The property is improved with a two-story office building of 17,960 square feet of net area and 23,084 square feet of gross area and is configured for multiple tenants. The building was constructed in 2007 and is in overall average condition and is in the process of a partial renovation on the ground level and first level.

Data, information, and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. Any special assumptions and limiting considerations were especially noted in Section 7 of this report. Your attention is directed to these General Assumptions and Limiting Conditions which are part of this report.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Carlson, Norris & Associates, Inc. does not authorize the out-of-context quoting from or partial reprinting of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraiser signing this report.

Frank Kropacek
January 19, 2024
Page 2

Based on market conditions existing as of the effective date of appraisal, and in consideration of the property as it existed on this date, subject to extraordinary assumptions noted, it is our opinion the subject property warranted a fee simple "As Is" market value as of January 11, 2024 of:

FIVE MILLION FIVE HUNDRED AND SIXTY THOUSAND DOLLARS(\$5,560,000.00).

Please refer to the attached appraisal report, plus exhibits, for documentation of the value estimates contained herein. It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if Carlson, Norris and Associates, Inc. can be of further service, please feel free to contact us.

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.



Michael Jonas, MAI, AI-GRS, CCIM
State-certified general real estate appraiser RZ2623



Zachary Kazak
State-registered trainee appraiser RI24996

SUBJECT PHOTOGRAPH



**OFFICE BUILDING
6231 ESTERO BOULEVARD
FORT MYERS BEACH, FLORIDA 33931**

TABLE OF CONTENTS

SUBJECT PHOTOGRAPH.....	3
SECTION 1 - SUMMARY OF SALIENT FACTS	5
SECTION 2 – PREMISES OF THE APPRAISAL.....	7
SCOPE OF WORK.....	7
SALES HISTORY.....	10
EXPOSURE TIME	11
MARKETING TIME	12
EXTRAORDINARY ASSUMPTIONS.....	12
SECTION 3 – DESCRIPTION OF REAL ESTATE APPRAISED	14
LEE COUNTY AREA ANALYSIS	14
MARKET AREA ANALYSIS.....	32
LEGAL DESCRIPTION	37
OWNER OF RECORD.....	37
ASSESSED VALUE AND TAXES.....	37
SITE DESCRIPTION.....	38
SUBJECT PROPERTY PHOTOGRAPHS.....	42
SECTION 4 – HIGHEST AND BEST USE ANALYSIS.....	70
HIGHEST AND BEST USE AS THOUGH VACANT	70
HIGHEST AND BEST USE AS IMPROVED.....	71
SECTION 5 – VALUATION OF THE SUBJECT	72
VALUE ESTIMATE BY THE COST APPROACH.....	72
VALUE ESTIMATE BY THE INCOME APPROACH	93
VALUE ESTIMATE BY THE SALES COMPARISON APPROACH	117
SECTION 6 – RECONCILIATION OF VALUE	131
SECTION 7 – CERTIFICATION AND LIMITING CONDITIONS	133
CERTIFICATION OF MICHAEL P. JONAS, MAI, AI-GRS, CCIM	133
CERTIFICATION OF ZACHARY KAZAK	135
GENERAL ASSUMPTIONS & LIMITING CONDITIONS	137
SECTION 8 – ADDENDA	141
FLOOD MAP.....	142
LICENSES	143
QUALIFICATIONS OF MICHAEL P. JONAS, MAI, AI-GRS, CCIM	144
QUALIFICATIONS OF ZACHARY KAZAK	146

Section 1 - Summary of Salient Facts

Property References:	33-46-24-W3-00012.0020
Property Type:	Office Building
Property Address:	6231 Estero Boulevard Fort Myers Beach, Florida 33931
Report Format:	Appraisal Report
Date Of Site Inspection:	January 11, 2024
Date Of Value:	January 11, 2024
Date of Report:	January 19, 2024
Real Estate Interest Appraised:	Fee Simple
Purpose Of The Appraisal:	The purpose of this appraisal is to provide our estimate of the "as is" market value of the subject property for our client's use, subject to the extraordinary conditions noted herein, and subject to USPAP Guidelines.
Intended Use of Appraisal:	The intended use of the appraisal is for purchase decisions.
Client:	The client is the Town of Fort Myers Beach.
Intended User:	The intended user of this report is the Town of Fort Myers Beach.
Location:	The property is located on the corner of Estero Boulevard and Bahia Via on Fort Myers Beach. More generally, the subject property can be described by its physical address: 6231 Estero Boulevard, Fort Myers Beach, Florida; in Section 33, Township 46, and Range 24.
Site Description:	The site is rectangular and contains 21,736 square feet (0.499 acres), more or less. A building and site survey were provided; we relied on the building surveys provided for building dimensions. The Lee County Property Appraiser data was relied on for the site area. The subject site features approximately 145 feet of frontage along Estero Boulevard and 150 feet of frontage along Bahia Via which are both two lane paved roadways.
Building Description:	The subject is improved with a two-story office building of approximately 23,084 square feet of gross building area, and 17,960 square feet of net rentable area built in 2007 and in overall average condition. The interior is configured for multiple tenants. The interior consists of multiple private offices, conference rooms, kitchenettes, and multiple bathrooms. Overall, the office build-out is of average quality featuring standard trim, acoustical ceilings with carpet and tile flooring throughout.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Land Use Designation: Boulevard

Zoning: CPD; Commercial Planned Development

Highest And Best Use As Vacant: Future Commercial Development

Highest And Best Use As Improved: The subject site is improved with a two-story office building utilizing the site to its highest and best use.

Value Indications:

Cost Approach:	\$5,580,000
Income Capitalization Approach:	\$5,540,000
Sales Comparison Approach:	\$5,480,000

Final Opinion of "As Is" Value: \$5,560,000

Appraisal Firm: Carlson, Norris and Associates, Inc.

Appraisers completing report:

Michael Jonas, MAI, AI-GRS, CCIM
State-certified general real estate appraiser RZ2623

Zachary Kazak
State-registered trainee appraiser RI24996

Section 2 – Premises of the Appraisal

Purpose of Appraisal: The purpose of this appraisal is to estimate market value, subject to the extraordinary assumptions as noted, of the fee simple interest of the property described on an “as is” basis, under the reporting requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), as defined by the Appraisal Foundation.

Use of Appraisal: The intended use of the appraisal is for purchase decisions.

The Appraisal Client: The client for this appraisal is the Town of Fort Myers Beach.

Intended User of the Report: The intended user of this report is the Town of Fort Myers Beach.

Competency of Appraisers: The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision contained within the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation. The appraisers' knowledge and experience, combined with their professional qualifications, are commensurate with the complexity of this assignment based on the following:

- Professional experience
- Educational background and training
- Business, professional, academic affiliations and activities

The appraisers have previously provided consultation and value estimates for office and retail buildings and various types of commercial properties in Florida.

Scope of Work: The Uniform Standards of Professional Appraisal Practice (USPAP) define the scope of work as: “the type and extent of research and analyses in an assignment”. “The scope of work includes, but is not limited to: the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of market research and the type and extent of analysis applied to arrive at opinions or conclusions.”

The scope of this appraisal has been to collect, confirm, and report data. Other general market data and conditions have been considered. Consideration has been given the property's zoning, surrounding improvements and neighborhood. The work performed for this assignment included but is not limited to:

- Extent to which the property was identified

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

- We relied on the Special Warranty Deed dated December 21, 2017 for the legal description of the subject property. We assume it is correct.
- Extent to which the property was inspected
 - We inspected the property being appraised as well as the neighborhood in which it is located on January 11, 2024. During the inspection, an inventory of the property attributes was collected based on visual observation. (NOTE: The term “inspection” should not be construed to be a professional engineer’s report concerning the condition of the building, structural integrity, or condition of any mechanical items. If the client has concerns of this type, a professional engineer’s inspection and report are recommended. That type of inspection is beyond the scope of work of this assignment and the professional abilities of a certified appraiser. This inspection is made only for observation of property attributes).
 - We viewed the subject parcel in order to gather information about the physical characteristics of the subject site that are relevant to the valuation problem. Photographs of the subject site and improvements were taken at that time.
- Type and extent of analysis applied
 - The value opinions presented in this report are based upon review and analysis of the market conditions affecting real property value, including land values and sales data for similar properties.
 - Three approaches were considered to be utilized in determining value. 1) Cost Approach – the replacement cost is used to develop a value indication for the subject property 2) Income Approach – valued on the ability of a property to generate a cash stream and 3) Sales Comparison Approach – value indication is derived by comparing sales of similar properties.
 - In the Cost Approach either replacement or reproduction cost is used to develop a value indication for the subject property. These costs can be estimated via a cost estimating service technique, in this case the Marshall Valuation Service, adjusted for local costs. Due to the rising costs associated with the construction of office buildings as well as the desirable and unique location of the subject property the Cost Approach was utilized.

- Collection and analysis of rents and typical expense figures from comparative properties that would lead to the processing of the Income Approach to determine a fee simple “as is” value.
 - We located rental comparables similar to the subject improvements.
 - A Direct Capitalization analysis was performed to estimate market value via the Income Approach.
- Investigated comparable sales of similar improved properties and made a comparative analysis which would lead to completion of the “As Is” market value in the Sales Comparison Approach.
 - We researched the specific market area defined for the subject for similar properties. The comparable sales selected were considered competitive.
 - The data was verified with the buyer or seller, their representative of the comparable as well as the public records.
 - An analysis utilizing the estimated price per square foot of building area was performed.
- Type and extent of analysis applied
 - The value opinions presented in this report are based upon review and analysis of the market conditions affecting real property value, the attributes of competitive properties and sales data for similar properties.
 - Reconciling the value indications from the Cost, Income, and Sales Comparison Approach to value into a final value opinion for the subject property; as of the effective date of this report.
 - Preparation of a written report.

To develop the opinion of value, Carlson, Norris and Associates, Inc. performed an appraisal as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). In this appraisal, Carlson, Norris and Associates, Inc. used the Cost, Income, and Sales Comparison Approaches to develop a reliable value indication.

Furthermore, the value conclusions reflect information about the subject and market conditions. This appraisal of the subject has been presented in the form of an **Appraisal Report**, which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the USPAP.

Property Rights Appraised: The client has requested the subject be valued as fee simple.

Fee Simple Interest is defined as: *“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.”*

Market Value Definition: “The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Interagency Appraisal and Evaluation Guidelines, December 10, 2010, Federal Register, Volume 75, Part VI, Number 237, Page 77472).”

Sales History / Purchase Agreement: The Uniform Standards of Professional Appraisal Practice requires a statement of the listings, purchase contracts and sales history of the subject property for the three years prior to the appraisal date. The subject property is neither publicly listed for sale nor is it under contract for purchase. The most recent transaction occurred on December 21, 2017 for the purchase price of \$2,336,250. The property was purchased in an auction by the current owner. No transactions were noted occurring in the previous three year period.

Valuation History: The Uniform Standards of Professional Appraisal Practice requires the appraiser to divulge any services provided on the subject property during the preceding three years. Carlson, Norris and Associates, Inc. has not completed an appraisal of the subject property, nor have we provided any services related to the property during the three years preceding the date of this appraisal.

Appraisal Analysis and Report Type: The Appraisal Standards Board controls the process of making an appraisal of a parcel of real estate. The Board issues rules and guidelines from which all appraisals and resulting reports are made. The process of administration of those rules and guidelines is addressed to the Real Estate Appraiser Commission of each respective state. The Appraisal Standards Board issues the rules and guidelines in the form of a document update published each year by The Appraisal Foundation. That document is entitled "The Uniform Standards of Professional Appraisal Practice" (USPAP).

As of January 1, 2016, the two appraisal types are; Appraisal Report and Restricted Appraisal Report. The following definitions have been adopted for each type of report:

- An Appraisal Report: A written report prepared under Standards Rule 2-2(a).
- Restricted Appraisal Report: A written report prepared under Standards Rule 2-2(b).

This report is an appraisal presented in an **Appraisal Report** format.

Interview with market participants: The appraiser had discussions with owners, leasing agents and real estate brokers who are knowledgeable of the market area. They have indicated that there is an increase in demand for renting and buying commercial property in the Fort Myers market area. This has caused an increase in pricing in the last couple of years. A steady increase in lease rates for commercial properties was also reported. This can be noted in the steady reduction of vacancy rates as reported later in the report. Specific names and phone numbers of the individuals contacted were found by using the services of CoStar. For the benefit of the reader, we have listed the names, contact information on the rental and sales exhibits found later in this report.

Exposure Time is defined as: *"The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of appraisal. Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market."* Exposure time is therefore interrelated with appraisal conclusion of value.

An estimate of exposure time is not intended to be a prediction of a date of sale or a simple one-line statement. Instead, it is an integral part of the appraisal analysis and is based on one or more of the following:

- Statistical information about days on the market
- Information gathered through sales verification
- Interviews of market participants.

The reasonable exposure period is a function of price, time, and use. It is not an isolated estimate of time alone. Exposure time is different for various types of real estate and under various market conditions.

In consideration of these factors, we may have analyzed the following:

- Exposure periods of comparable sales revealed during the course of this appraisal;
- Knowledgeable real estate professionals.

The improved sales found later in the Sales Comparison Approach were listed for sale ranging from four months to one year prior to their purchase. An exposure time of twelve months or less appears to be reasonable and appropriate based on conversations with real estate professionals familiar with this market area. This exposure time assumes the subject would have been competitively priced and aggressively promoted within the market area.

Marketing Time is defined as: *“An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.”*

The anticipated marketing time is essentially a measure of the perceived level of risk associated with the marketability, or liquidity, of the subject property. The marketing time estimate is based on the data used in estimating the reasonable exposure time, in addition to an analysis of the anticipated changes in market conditions following the date of appraisal. The future price for the subject (at the end of the marketing time) may or may not equal the appraisal estimate. The future price depends on unpredictable changes in the physical real estate, demographic and economic trends, real estate markets in general, supply/demand characteristics for the property type, and many other factors.

Based on the premise that present market conditions are the best indicators of future performance, a prudent investor will forecast that, under the conditions described above, the subject is estimated to require a marketing time of twelve months or less based on conversations with real estate professionals familiar with this market area.

Extraordinary Assumptions: Extraordinary assumptions are defined as: *“An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the*

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property such as market conditions or trends; or about the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;*
- The appraiser has a reasonable basis for the extraordinary assumption;*
- Use of the extraordinary assumption results in a credible analysis; and*
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.”*

Please note the following extraordinary assumptions:

- A soil analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soil report, it is a specific assumption that the site has adequate soils to support the highest and best use. The analyst is not an expert in area of soils, and would recommend that an expert be consulted.
- It is assumed that there are no hidden or unapparent conditions to the property, soil, or subsoil, which would render them more or less valuable. Subsurface oil, gas or mineral rights were not considered in this report unless otherwise stated. The analyst is not an expert with respect to subsurface conditions, and would recommend that an expert be consulted.
- It is assumed that there are no hazardous materials either at ground level or subsurface. None were noted during the property inspection. The analyst is not an expert in the evaluation of site contamination, and would recommend that an expert be consulted.

Section 3 – Description of Real Estate Appraised

LEE COUNTY AREA ANALYSIS



HISTORY

Lee County is a political subdivision within the State of Florida. It was created from part of Monroe County in 1887, and is governed by Florida's constitution and general laws. Lee County became a chartered county in the State of Florida upon approval of voters November 5, 1996. Lee County was named after Robert E. Lee, the Confederate General in the American Civil War. The seat for Lee County is Fort Myers. Fort Myers was also the winter home of Thomas Alva Edison and Henry Ford during the late 1800s and early 1900s. Fort Myers was built in 1850 as a military fort during the Seminole Wars and is named after Colonel Abraham Myers. In 1863 Fort Myers, was re-occupied by Union soldiers during the Civil War. After the Civil War ended, Fort Myers was deserted. At the time it was incorporated in 1885, Fort Myers was the second largest city on the west coast of Florida, the largest being Tampa. In 1923, Collier and Hendry Counties were created from parts of Lee County. Over the years, Lee County's moderate climate, abundance of land for farming, and ample recreational opportunities have been major factors that have contributed to the significant growth that has occurred over the last 150 years.

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PHYSICAL FACTORS

Lee County is the largest county by population in the southwest coastal region in Florida. The area is classified as a Standard Metropolitan Statistical Area, and includes the cities of Fort Myers, Cape Coral, Sanibel, and Bonita Springs, along with many other census-designated places and unincorporated areas of Lee County. Distances to other major Florida markets are as follows: Sarasota - 71 miles, Tampa - 123 miles, Fort Lauderdale - 133 miles, Miami - 141 miles, Orlando - 153 miles, Jacksonville - 285 miles, and Tallahassee - 356 miles.

Lee County has a total land area of some 804 square miles containing more than 500,000 acres. The soil in most areas is poorly-drained sand and/or sandy loam. The general topography is level, with many ponds and swampy areas due to the relatively high water table. The soil in the area is often acidic in nature and in most cases, requires the use of fertilizer and nutrients for growing plants and shrubs. Typically, provisions are necessary to provide for adequate run-off of surface water, and the addition of fill, for properties to be developable. Basements are virtually non-existent in this area.

The climate of the area is one of its most saleable assets, and the major reason for large increases in population which have occurred over the last two decades. The climate is characterized as being "subtropical". During the summer, temperatures are extremely hot, while extremely cold weather in the area is curtailed, and lessened, by the area's location on the Gulf of Mexico.

The average annual rainfall is 50.1" inches, with the majority of rain coming between May and September. These months usually have an average rainfall of eight inches, with the other months of the year averaging two inches or less. The average annual temperature for the county is 75 degrees. The average low temperature is 57 degrees while the average high temperature is 84 degrees. Occasionally, cold spells do bring temperatures below freezing. However, these are typically short-lived in duration, with nominal negative effects on vegetation. During the hottest portions of the year, which typically occur in July and August, the average daily temperature is in the mid to upper-90s.

Lee County has a prevailing easterly wind. During the winter and spring seasons, typical winds approximate 20-30 miles per hour. Hurricanes are a considerable threat to the Lee County area, and often these storms have winds over 100 miles per hour. The probability of a hurricane striking this area is 1 in 12. During the previously mentioned rainy season, thunderstorms occur rather frequently, and this area is known to be one of the more active areas for lightning. The area has a high humidity, with the nights averaging 80% to 90%, and the days 50% to 60%.

The generally favorable climate has drawn many people to the area to retire, which promotes the expansion of the local economy. This influx of persons has enabled the construction activity to continue year-round, which promotes more efficient utilization of labor and materials.

The major sources of good-quality drinking water occur on the ground surfaces, such as lakes, streams and canals. Water also filters down through the ground surfaces, and fills up porous rock and sand reservoirs known as aquifers. Shallow aquifers are a major source of water for the Southwest Florida area.

Several factors including tremendous population increases, lack of alternative water sources, lack of water storage facilities, and peak demands which occur during the dry season are causing concern over the area's ability to meet future demands for water. As of today, supplies are adequate in most areas of the County, and studies by the South Florida Water Management District are underway to show ways of dealing with the anticipated future needs of the area with regard to water. Adequate supplies of drinkable water are available to Lee County at this time. To meet future demands, the utilization of additional technology and greater funding for implementation of this technology is imperative. One technological advance which will more than likely be utilized is, dual water systems, where lawns and other exterior areas are watered using treated effluent, with drinking water running in a separate water line system. Reverse osmosis, a process that removes salt from saltwater (desalinization), will need to be utilized more fully in the Southwest Florida area, as there is an almost unlimited saltwater supply available.

Physical factors are taking on greater importance with the increased participation of governmental and/or civic groups in decisions regarding the utilization of land. Attempts to restrict development in areas considered environmentally sensitive have met with limited success in the area. However, due to the large amount of land available for development, this is not thought to have any serious effects on the present or anticipated future, supply of housing.

ECONOMIC-FINANCIAL FACTORS

There are numerous economic factors that impact the supply and demand for all types of real estate and specifically housing in any given area. These factors will be considered and discussed in the following paragraphs. Although these factors are considered individually, they do not act as independent agents in the marketplace. They interact and effect, one another. Therefore, the economic-financial factors considered, should be considered in totality, as a part of the economic framework.

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Population: Over the past decade or so, Lee County areas, specifically Cape Coral/Fort Myers, Estero, and Lehigh Acres, have been reported as some of the fastest growing areas in the United States. Lee County's population was reported to be 760,822 as of the 2020 Census, with a 23% increase over a ten-year period from 618,754 in 2010. The majority of the population in Lee County is located in unincorporated areas of the county followed by Cape Coral and then Fort Myers. Population projections from the Florida Office of Economic & Demographic Research project Lee County's population to reach 1,038,511 in 2045.

People under five years represent 4.4% of the population, people under 18 years represent 17.3%. People 65 years in age and over represent 29.1%. The population is 50.8% female and 49.2% male.

Employment: Employment stability in the area is directly related to two factors in the economy. The first is a continuing increase in population; the second is the sustained success of the tourism industry (which is a major contributor to the area's economy). Both of these factors may be directly linked to the nation's economy. People who live in northern parts of the country and wish to retire to Florida have, in the past, been able to sell their northern homes, having confidence in the stability of the economy due to the relatively fixed nature of much of the population's income. Tourism, when measured by dollars spent, also tends to fluctuate in proportion to the strength of the national economy. Although in some instances, a poor economy may not deter people from visiting the area, those who do visit, tend to shorten the length of their stays, and spend less money locally. The chart below identifies an unemployment rate of 2.6% in March of 2007. In 2008, the national economy entered a recession and the unemployment rate rose with an eventual peak of 12.7% in January 2010. By February 2020, the unemployment rate was again at 2.6%, following several years of economic recovery from the recession. Lee County reached a historically high unemployment rate of 14.1% in April 2020 during the height of the COVID-19 pandemic. As of December 2022, the unemployment rate for Lee County was 2.9%



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The workforce in Lee County is divided into a number of sectors. According to current census data, the top industries of employment are office and administrative occupations, sales and related services, and Management Occupations. The table below shows information from the US Census Bureau to displays the separation of the workforce to different areas.



The Southwest Florida Economic Development Alliance reports as of 2019 the Top 100 largest employers in the region. Lee County employers top the list with the first being Lee Health with 13,595 employees, the second top employer is Lee County School District with 12,936 employees, and the third top employers is the Lee County Local Government with 9,038 employees.

Incomes: The median household income is considered by many statisticians to be a better indicator than the average household income as it is not dramatically affected by unusually high or low values. According to statistics from the Florida Department of Health, the median annual income in Lee County for all industries was reported to be \$63,235 as of 2021. Compared to the median Florida income of \$61,777, Lee County residents bring in slightly more annually than the rest of the state. The chart below shows the median household income by year for Lee County and the state of Florida.

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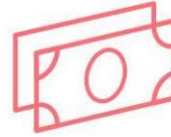
Median Household Income, Single Year		
	Lee	Florida
Data Year	Dollars (\$)	Dollars (\$)
2021	\$63,235.00	\$61,777.00
2020	\$59,608.00	\$57,703.00
2019	\$57,832.00	\$55,660.00
2018	\$54,691.00	\$53,267.00
2017	\$52,052.00	\$50,883.00
2016	\$50,390.00	\$48,900.00
2015	\$48,537.00	\$47,507.00
2014	\$47,908.00	\$47,212.00
2013	\$47,439.00	\$46,956.00
2012	\$48,453.00	\$47,309.00
2011	\$49,444.00	\$47,827.00
2010	\$50,014.00	\$47,661.00
2009	\$50,362.00	\$47,450.00

Economic Base: Tourism and the construction industry typically form the basis of Lee County's economy. As mentioned previously, these two industries are linked to the nation's economic health as a whole. Growth in the population has been the primary stimulus for the area, and is expected to continue as one of the major contributors to the local economic health in the coming decades. Agricultural interests also contribute to local economy, in the areas of vegetable and ornamental crops.

The economic downturn that occurred between 2008 and 2010 led to increased residential inventories and decreased home prices, severely limiting new construction projects in Lee County during this time. The economy in Lee County has since recovered, and signs of the recovery are evident in declining unemployment, increased permitting, as well as other economic vitality measurements.

A snapshot of Lee County's economy and economic base can be partly developed from review of fact figures accounting for visitation and tourism in Southwest Florida. A chart is provided for the reader's consideration. This information is available and based upon 2021 counts and calculations. Visitor estimates in Lee County in 2021 indicate 4,690,000 visitors, an increase of 38.2% from 3,391,700 visitors in 2020. This is likely due to the lifting of travel restrictions and concerns related to the COVID-19 pandemic. The total economic impact of tourism in Lee County was over \$3.7B 2021. The figure below shows the amount of Lee County visitor expenditures by category of expense.

VISITOR EXPENDITURES BY CATEGORY OF EXPENSE



Accommodations	\$1.05B
Restaurants	\$885M
Shopping	\$465M
Groceries	\$459M
Transportation	\$375M
Admission to Attractions/Events	\$194M
Other Entertainment	\$136M
Other	\$159M
Total	\$3.7B

+41.7% from 2020

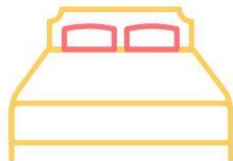
Paid accommodations statistics in 2021 changed as seen on the following figure. From 2020 to 2021 Lee County saw a significant increase in overall visitation due to lessened COVID-19 restrictions and concerns.



Visitors generated nearly

6.4M room nights

+44.9% from 2020



Bed tax generated

**more than
\$53.3M**

*FY2021 +39.4% over FY2020

Of the visitors that came to Lee County in 2020, 6% of those visitors were from Florida. 89% came from the remainder of the United States, with the top 6 domestic markets for visitors being Chicago, Minneapolis, New York City, Atlanta, Columbus, and Washington DC - Baltimore. Tourists from Canada, Germany, and the United Kingdom made up 4% of the total visitors to Lee County.

TOP REGIONAL FEEDER MARKETS

Midwest.....	2,052,530
Southeast.....	892,090
Northeast.....	766,820
West.....	390,580
Floridians represented.....	296,470

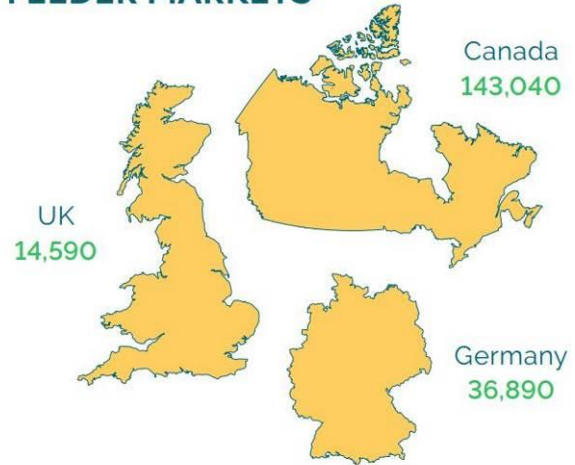
TOP DOMESTIC MARKETS

PAID ACCOMMODATIONS

Chicago.....	4.8%	162,987
Minneapolis.....	4.3%	147,172
New York City.....	3.8%	128,512
Atlanta.....	3.7%	127,674
Columbus.....	3.6%	122,413
Washington DC - Baltimore.....	3.1%	104,992



TOP INTERNATIONAL FEEDER MARKETS



While not playing as significant a role in the economy of Lee County, agriculture considerations are necessary. Information has been gathered from 2017 Census of Agriculture. The number of farms has decreased from 2012 by 5%. The average size of the remaining farms has slightly increased by 6%. Only 6% of the land in Lee County used for farm operations is utilized for cattle or pasture land, while the remaining 94% is used for crop land. In addition, the largest number of farms by size in 2017 was estimated to be the farm between 1 and 9 acres. The second highest total amount is the 10 to 49 acres sized farms. These are not farms used for high production, high volume agriculture operations. As the size of the farm gets larger in Lee County the number of farms greatly diminishes.

Taxes: Florida is one of the few remaining states without a personal income tax. The absence of personal income taxes draws many people to Florida. Businesses enjoy additional incentive of low corporate income taxes. Florida's tax rate of 6% is one of the lowest in the U.S. and far below the 12% levied by some states. The Florida statutes provide for the annual assessment and collection of property taxes on real and personal property. Property taxes are assessed and collected at the county level as revenue for counties, municipalities, school districts and special taxing districts. The tax rate is set by the taxing authority. One mill is equal to \$1 per \$1,000 of property value.

Prices: A price index is a tool that simplifies the measurement of price movements in a numerical series. Movements are measured with respect to the base period, when the index is set to 100. The

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Bureau of Labor Statistic tracks to rate of change with respect to all goods and services in the United States. This index is reported for the nation, region and metropolitan areas. The index is on a basis of 100, being the national average, and anything deviating from 100, either above or below, represents the overall increase or decrease from the national average. The overall cost of living index for Lee County was last reported as 104.2, compared to 103.1 for the rest of Florida, meaning it is more expensive to live in Lee County than the rest of the state. The housing index was 99.6. The grocery index was 106.3. The health index was 119.2, and is Lee County's highest price index category.

Banking/Interest Rates/Financing: As of February 7, 2023 the prime rate was reported at 7.75%. Approximately one year ago the prime rate was 3.25%. The federal discount rate is most recently reported to be 4.75%; a year ago it was 0.25%. The federal funds rate is 4.75%, while a year ago it was 0.25%. Please see the table below.

Prime rate, federal funds rate, COFI	Updated: 2023-02-07		
	This Week	Month Ago	Year Ago
11th District Cost of Funds	0.223	0.223	0.223
Federal Discount Rate	4.75	4.5	0.25
Fed Funds Rate (Current target rate 4.50-4.75)	4.75	4.5	0.25
WSJ Prime Rate	7.75	7.5	3.25

As of February 10, 2023, the 30-year fixed-rate mortgage national average is currently at 6.55%, while a 15-year fixed rate mortgage is currently 5.84%. The five-year adjustable arm rate is at 5.46%.

Financing both commercial and residential properties became difficult during the downturn in the economy. Financing for vacant land is the most difficult. Vacant land is currently being purchased by investors with cash and expectation of longer holding periods. Generally, financing of improved properties requires loans of 60%-80% of commercial properties and 90%-95% financing available for residential properties.

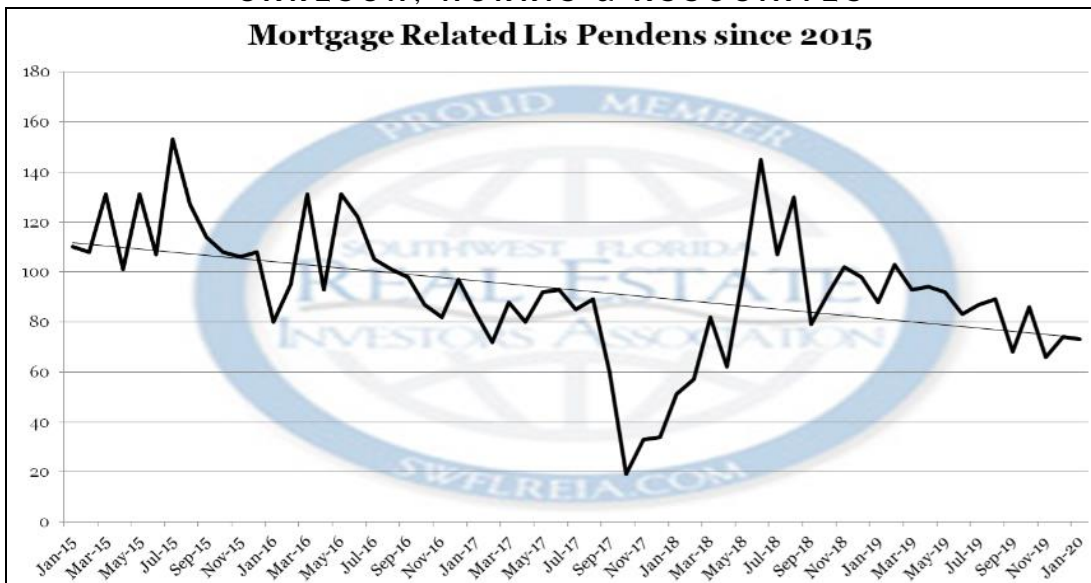
In Lee County there are several sources of financial assistance available in addition to commercial lenders. The Lee County Industrial Development Authority has financing obtainable through Industrial Revenue Bond (IRB). These bonds may be used for financing land acquisitions (up to 25% of bond proceeds; 50% for industrial parks), demolishing/removing or relocating buildings to land so acquired, construction, machinery and equipment, engineering and architectural surveys, as well as plans and specifications.

**TOWN OF FORT MYERS BEACH
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Real Estate and Housing: Real estate sales activity, especially single-family homes is a significant contributor help to the Lee County economy. Sales of existing single-family homes by realtors in Lee County remain a significant factor in the economy. The two charts below show the number of homes sold in Lee County and the median sale prices over the period of time between January 2016 and January 2023.



The following chart is from the Southwest Florida Real Estate Investment Association’s “Lee County Foreclosure Report”. This diagram shows the general foreclosure trend for Lee County over this time period. The data shows mortgage related Lis Pendens from 2015-2020 in Lee County.



Last reported in January of 2020, there were 275,965 households in Lee County of which 21.9% had children under the age of 18 living with them; 52% were married couples living together; 9.4% had female householder with no husband present; 34.1% were non-families; 29.4% of all households were made up of one individual; and 22.0% had someone living alone who was 65 years of age and older. The average household size was 2.64 and the average family size was 3.0. The average just value for the county in 2020 was \$265,000. In the State of Florida the average just value was \$251,607. The county's average condominium just value in 2020 was \$328,419.

Transportation: The ongoing increase in population in Lee County, and all of Southwest Florida, has put major strains on existing road systems and the ability of the Department of Transportation to keep pace with growing demands. During the winter tourist season, the length of trips in time almost doubles due to road congestion and heavy traffic counts. U.S. 41 was the only major traffic artery through Lee County until 1981. The opening of Interstate-75 in the eastern portion of the county and the completion of State Road 869, also known as Summerlin Road and other interconnecting roadways in the county have helped alleviate traffic considerably. In addition, the connection of Hanson Street, Metro Parkway and the Metro Parkway extension and Six Mile Cypress North from Daniels Road to Colonial Boulevard along with the work done on Treeline Boulevard, east of Interstate-75 have assisted in improving access throughout the county in a north/south direction. However, the continued growth in the area has kept pace with the expansion and opening of new roadways and traffic arterials within the county. The numbers of roads running east and west in the county are limited. Since the opening of Interstate-75, many of these roads have been extended in an easterly direction to join with Interstate-75. This has had the effect of opening additional traffic arterials to make movement around the county easier.

TOWN OF FORT MYERS BEACH
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Those east-west roads currently having intersections with Interstate-75 are Corkscrew Road, Bonita Beach Road, Alico Road, Daniels Road, Colonial Boulevard, State Road 82, State Road 80, Lockett Road, and Bayshore Road. Another major east-west artery which links Fort Myers and Cape Coral is College Parkway. The heaviest traveled centrally located east-west arteries are Colonial Boulevard and College Parkway. College Parkway extends from U.S. 41 in a westerly direction across the Caloosahatchee River, providing access to the southern portion of the City of Cape Coral. The Cape Coral Bridge provides two lanes of traffic to Cape Coral, and two lanes from Cape Coral. This has helped reduce travel time from Cape Coral to Fort Myers dramatically.

Many of these roadways have been widened over the past several years including Bonita Beach Road, portions of U.S. 41 and Alico Road. Interstate 75 was recently widened to six lanes from Fort Myers to Naples. The widening of the interstate to six lanes is taking place north of Fort Myers to the Bayshore Road interchange.

The newest bridge to Cape Coral is known as the Veterans Mid-Point Memorial Bridge. This roadway connects Colonial Boulevard, in the City of Fort Myers, to Veterans Memorial Parkway in Cape Coral. The road system creates a direct link from Cape Coral to Lehigh Acres. Since its opening the overall east/west traffic pattern in Lee County has changed dramatically. Colonial Boulevard is experiencing substantial development.

Even with the difficult traffic conditions, the increasing numbers of new residents and tourists does not appear to be slowing. We expect continued growth in an excess of the national average, and state average. Approximately three quarters of all the workers in Lee County can get to work in less than one half hour, at this time.

The area is served by two airports. Page Field is located in the south of the City of Fort Myers and has two runways for private aircraft. These runways are 6,400 and 4,900 feet in length and 150 feet wide. Southwest Florida International Airport opened in May 1983. The first full year of operation 1.3 million passengers traveled through this airport. During the next three years, passenger traffic doubled. The original plan projected that the airport would reach its capacity of 3 million passengers by 1995 – that number was surpassed in 1988 just five years following its opening. To accommodate this growth, ground was broken on a new terminal complex in early 2002. The project, located south of the existing runway, included new roadways that allow easy access. The new two-story terminal opened in September 2005, with 28 aircraft gates along with three concourses. The design plan allows for the potential for a total of 65 gates. In 2006, the first full year of operation, the total passenger count was 7,643,217 passengers increasing to 8,049,676 in 2007, a 5.3% increase. The new complex complete

**TOWN OF FORT MYERS BEACH
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offers triple the number of parking spaces offered at the previous terminal. The total cost of the project was \$438,000,000.

The chart below shows the overall number of passengers from 1983 through November 2022. Southwest regional airport served 1,132,103 in January of 2020, with a significant decrease occurring in the months from April to September from the rise of COVID-19 in America. These numbers rose in the following year. In, 2022, the airport saw 10,343,802 total passengers, the highest number since opening.

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT (RSW) TOTAL PASSENGERS

Source: Lee County Port Authority Department of Communications and Marketing

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1983					49,549	73,462	72,491	67,966	52,045	69,837	92,880	115,955	594,185
1984	119,003	145,264	194,287	162,774	95,239	74,839	69,056	75,638	59,129	78,312	110,087	128,309	1,311,937
1985	141,374	178,502	252,168	209,759	132,641	105,550	105,729	104,585	76,252	99,949	121,252	174,208	1,701,969
1986	190,848	217,399	291,152	233,442	153,850	129,823	139,460	146,677	109,977	138,004	172,869	206,047	2,129,548
1987	227,394	283,523	367,799	311,189	217,286	166,567	171,679	166,045	131,943	171,489	222,977	249,162	2,687,053
1988	277,516	344,286	423,866	355,450	229,545	192,604	184,775	185,683	150,429	214,449	268,579	287,942	3,115,124
1989	321,471	366,349	424,953	346,751	226,827	196,417	194,298	194,431	160,363	223,199	273,635	302,398	3,231,092
1990	352,907	404,012	501,920	433,853	291,345	234,406	226,405	237,382	176,062	240,400	310,104	325,271	3,734,067
1991	385,045	407,226	469,963	381,791	242,127	199,281	191,704	193,292	153,405	214,520	269,347	328,819	3,436,520
1992	340,820	385,415	452,125	353,761	241,220	221,217	233,395	223,537	181,768	221,033	284,867	333,503	3,472,661
1993	358,666	409,624	490,243	440,155	275,765	216,392	213,790	216,174	178,005	252,570	313,200	353,174	3,717,758
1994	386,371	432,144	563,626	455,235	291,418	232,057	232,079	234,627	201,421	260,543	338,805	376,741	4,005,067
1995	422,443	447,864	564,559	478,355	292,074	242,179	235,412	230,176	187,256	263,465	343,441	391,040	4,098,264
1996	424,428	503,291	600,771	497,808	321,816	262,798	252,172	246,512	193,200	272,850	336,544	405,157	4,317,347
1997	434,198	489,485	615,288	487,060	343,538	276,806	280,088	270,287	214,043	296,371	356,838	413,863	4,477,865
1998	460,928	512,930	615,067	536,563	338,403	287,839	288,981	273,395	212,505	319,621	387,319	433,656	4,667,207
1999	483,370	529,469	660,327	542,397	362,220	309,563	311,150	290,900	242,774	340,743	392,063	432,277	4,897,253
2000	466,953	551,168	670,815	572,411	392,469	337,616	338,233	315,998	261,012	374,093	449,628	476,816	5,207,212
2001	536,399	589,055	731,399	609,040	421,257	356,206	370,961	350,746	197,561	301,597	389,004	424,483	5,277,708
2002	478,012	559,180	705,181	553,196	389,791	332,341	327,939	309,889	246,869	349,719	430,742	502,789	5,185,648
2003	539,964	600,437	785,510	656,647	443,185	367,535	387,974	357,919	283,411	416,949	504,838	547,299	5,891,668
2004	591,333	710,426	861,842	726,340	502,700	443,125	462,743	407,670	319,237	481,945	585,828	643,441	6,736,630
2005	674,915	775,010	1,017,790	816,158	591,146	509,431	509,659	446,244	368,015	479,131	656,638	674,032	7,518,169
2006	725,195	774,929	997,869	847,758	574,963	505,252	502,598	446,415	368,245	513,426	660,658	725,909	7,643,217
2007	783,207	841,727	1,081,425	924,919	603,870	525,258	535,264	488,539	387,452	537,606	651,495	688,914	8,049,676
2008	762,316	845,741	1,030,151	834,689	576,143	488,266	502,932	448,667	328,278	492,258	603,366	691,038	7,603,845
2009	732,851	809,990	985,267	849,815	524,520	461,295	492,063	454,927	359,743	470,931	598,478	676,078	7,415,958
2010	731,739	755,095	996,685	813,329	552,105	476,625	490,227	444,714	374,590	532,025	652,783	694,399	7,514,316
2011	726,322	790,124	1,073,918	907,832	587,633	473,332	457,194	420,105	351,881	469,145	612,470	667,789	7,537,745
2012	704,427	781,849	1,024,221	790,322	531,946	454,044	464,896	421,211	354,640	484,768	658,629	679,672	7,350,625
2013	755,232	827,147	1,115,937	815,978	576,713	473,208	467,946	414,303	338,175	478,376	639,047	735,739	7,637,801
2014	778,163	862,899	1,147,059	865,554	591,116	478,692	496,472	446,402	366,038	503,243	669,567	765,288	7,970,493
2015	854,953	906,039	1,181,382	902,669	602,891	481,512	492,114	454,360	404,045	535,921	720,556	835,359	8,371,801
2016	918,929	989,845	1,269,961	900,594	606,833	492,413	484,074	431,729	391,844	550,316	727,634	840,501	8,604,673
2017	892,905	946,079	1,252,124	1,032,783	629,321	528,383	530,428	481,185	327,466	581,317	767,064	873,494	8,842,549
2018	965,981	1,053,817	1,379,728	939,957	668,665	546,159	561,039	501,023	418,256	569,553	810,283	958,717	9,373,178
2019	1,050,093	1,117,409	1,482,239	1,111,558	725,754	586,319	570,977	526,519	460,869	638,922	876,703	1,077,818	10,225,180
2020	1,132,103	1,241,590	861,221	53,379	143,004	237,706	256,418	231,283	255,926	417,305	500,468	648,011	5,978,414
2021	686,563	725,735	1,162,342	1,107,004	946,366	839,377	814,471	647,534	551,041	769,524	986,908	1,085,569	10,322,434
2022	1,044,816	1,149,618	1,514,046	1,221,628	836,379	663,141	671,225	620,532	515,077	432,667	812,305	862,368	10,343,802

Lee County is served by Seminole Railroad, which has 55 miles of railway in Lee County. The track connects Arcadia with Collier County through Lee County with 17 local routes. The Okeechobee Waterway provides a navigable link between the Gulf of Mexico and the Atlantic Ocean. Bus service is available to all areas of the state and county by means of Greyhound Bus Lines which has a terminal in the City of Fort Myers. Lee County also operates a local bus system which provides local service, LeeTran, with frequently run routes to most of the shopping and employment areas of the county.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
POLITICAL-GOVERNMENTAL FACTORS

Lee County is governed by a five-member board of county commissioners. Each of our commissioners is elected to a four-year term with elections held every two years. The number of commissioners up for re-election alternates between two and three. This offers the board a chance for some stability and continuity in running county affairs. Each year, the commissioners elect their own chairman, and each represents a specific district, although the elections are held county wide. Commissioners must live within their own districts and are elected at large. The Chief Administrative Position is held by the County Administrator. The meeting location is at the Lee County Courthouse.

The Lee County budget has continued to increase due to the growth that has taken place in the area. This tremendous increase in population has strained county services despite budget increases. It has been difficult for the county to keep up with demands for roadways, water and sewer services, police protection, fire protection, and school needs. Both public and private utilities are spending large sums on improvements and expansion of facilities to try to keep pace with current population growth, as well as meet the anticipated future needs for the area.

Land Use Controls: Lee County has a set of zoning ordinances in effect for all areas of the county. City governments also have their own set of zoning ordinances. Requests for changes in zoning may be made through the zoning departments in the respective municipalities which then take recommendations to the governing bodies who have final action. Zoning regulations are strictly enforced by all municipalities and the county. The state has required that municipalities have a Comprehensive Land Use Plan in effect. Those bodies that do not arrive at an acceptable plan will have the state stepping in and formulating its own plan for that area. Lee County has had a Comprehensive Land Use Plan since 1984. The plan has been carefully engineered to produce positive results in aiding future growth in Lee County.

Education: As of the 2021-2022 school year, Lee County had 119 public schools (including specialty and charter) all of which were accredited by the Southern Association of Colleges and Schools, and by the Florida Department of Education. The current enrollment (2021/22) of the Lee County school system is 97,360 students, with the 2021/2022 annual budget being \$1.933 billion. There are 45 elementary schools, 16 middle schools, 15 high schools, 16 special education centers, 4 K-8th grade schools, and 23 charter schools. The enrollment includes 1,766 Pre-K, 42,665 elementary, 22,556 middle and 30,373 high schools. The base salary for a teacher in the Lee County school system is \$47,300. The master's degree stipend is \$2,531.25, specialist degree stipend \$4,050 and doctorate stipend \$5,062.50.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Two colleges serve the population of the county and surrounding areas. Florida Southwestern State College offers Associates and Bachelors degree programs with branches in Lee, Collier and Charlotte counties. The Lee County campus was established in 1962 and is located at 8099 College Parkway, Fort Myers. The physical size of the campus is about 142 acres with 27 buildings. The school constructed a 75,000 square foot arena in 2016 for athletics which is named the Suncoast Credit Union Arena. The total student enrollment for the 2020-2021 year was 19,640 students. Florida Southwestern State College currently offers 5 Bachelors programs, 22 Associates programs, and 30 certificates.

Florida Gulf Coast University is the state of Florida's tenth university, opened in August, 1997. It is located just a few miles from the International Airport. It is the first public university established in Florida in the last 25 years. Florida Gulf Coast University offers 63 undergraduate programs, 26 master's programs, 7 doctoral programs, and 18 academic certificates. The main campus is about 800 acres with 400 acres being restored or preserved nature. Total enrollment for Fall 2021 is 15,026. Of these students, 93% were undergraduates.

Non-public higher education institutions include Hodges University, Nova Southeastern University and Keiser University, Barry University and Rasmussen College.

Lee County's two high-tech centers prepare students for employment by providing quality, technology-oriented education. More than 40 different programs are offered.

In 2022, the educational attainment of the population aged 25 years or older in the market area was distributed as follows:

- 28.5% had a bachelor's degree or higher (32.9% in the U.S.)
- 29.6% some college or associate's degree (28.9% in the U.S.)
- 31.2% high school or GED (26.7% in the U.S.)
- 9.4% less than high school (9.9% in the U.S.)

SOCIOLOGICAL FACTORS

Recreation: Recreational facilities are numerous throughout the county, and they have been provided by developers who recognize the market's demand for leisure activities, as well as city and county governments. County maintained parks consist of Shady Oaks in East Fort Myers, Judd Park in North Fort Myers, and Rutenberg and Lakes Parks in South Fort Myers. The City of Cape Coral maintains numerous parks providing for recreational facilities for persons of all ages.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

The National Golf Foundation ranks Fort Myers fifth in the nation for golfer-to-holes ratios with more than 90 golf courses throughout the county.

Lee County's beaches span 50 miles in all, from Gasparilla Island State Recreation Area to Barefoot Beach on Little Hickory Island. There are 18 miles of public parks on the beachfront and more than 100 beach accesses. Fort Myers Beach and Sanibel have some of the best beaches in Florida. These communities have a major influence on the entire economy of Lee County. Pine Island is a community adjacent to Pine Island Sound that provides a gateway to some of the best fishing in Southwest Florida.

The commercial fishing industry, as well as sport fishing industry, remains a major attraction to the Lee County area. Other areas of activities include water skiing, shelling, sunning, and enhanced tourism. The Lee County Planning Department reported a ratio of one boat for every nine residents of Lee County and currently has more than 40 marinas in operation.

In addition to the very warm climate, Lee County has the Edison Home and Ford Home attractions. Lee County was once the winter home of these two famous men. In addition, other places to see include the Cape Coral Historical Museum, Koreshan State Historic Site, Mound Key Archeological State Park, Museum of the Islands, the Old Lee County Courthouse, Sanibel Historical Museum and the Southwest Florida Museum of History. The Caloosa Nature Center and Planetarium is a private non-for profit environmental education organization set on a 105 acre site. It has a museum, three nature trails, planetarium, butterfly and bird aviaries, a gift shop, meeting, and picnic areas.

The Minnesota Twins hold spring training in a spring training facility known as Bill Hammond Stadium located along Six Mile Cypress Parkway south of Daniels Road as well as the Fort Myers Miracle of the Florida State League. They began their spring training stint in Fort Myers in 1991.

The Boston Red Sox also train in Lee County. A new facility for the Red Sox is completed; Jet Blue Park. The new training facility is located along Daniels Parkway, east of Interstate 75. The cost of the new facility was \$78,000,000. A number of characteristics of the ballpark are taken from Fenway Park, including a "green monster" and a manual scoreboard. Jet Blue Park at Fenway South captures elements of Southwest Florida including seashells within its brick foundation, the architecture of the white roof and cypress trees in the distance. Jet Blue Park will hold 11,000 fans and includes six practice fields with adjoining facilities that house both the major and minor league operations and rehabilitation center.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

The Florida Everblades Hockey Team plays at Germain Arena. Germain Arena is a 7,186 seat multi-purpose arena in Estero, Florida. The arena was originally built in 1998. Teco Energy was the first company to obtain the naming rights. In 2004, the naming rights were converted to Germain Motor Company.

Healthcare: Healthcare has been one of Lee County's strongest industries showing significant growth since the 1980s. Hospitals located within Lee County include Lee Memorial, Health Park, Gulf Coast Medical, and Cape Coral Hospital.

SUMMARY

Florida as of 2022 was ranked 1st among all states as the best place to retire according to WalletHub a financial technical company. US News declared that Fort Myers was actually the 7th best city in the US to retire to, with Sarasota being the 1st. Florida also enjoys a 0% income tax rate.

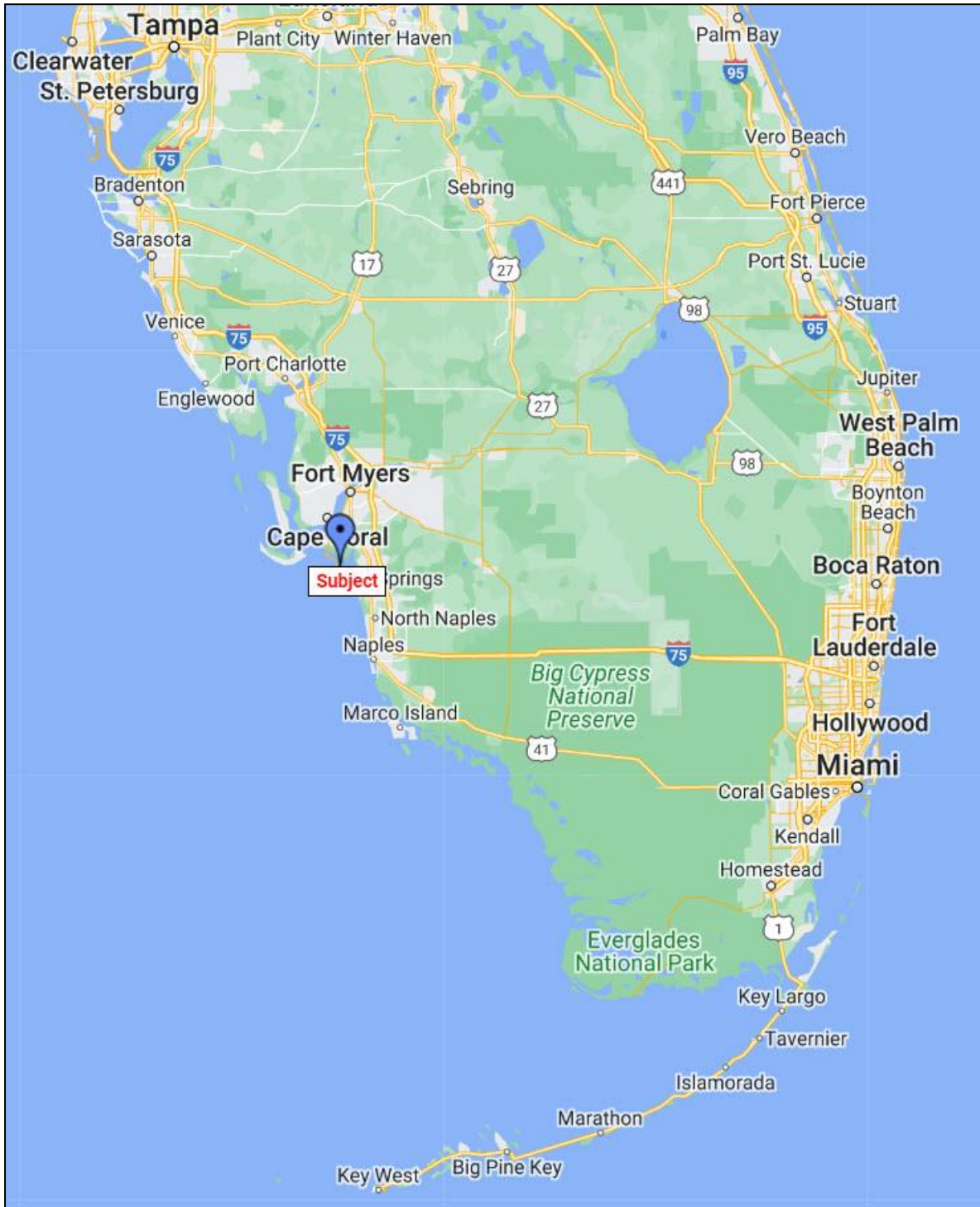
Lee County has experienced tremendous growth over the past twenty years with many national publications citing the Fort Myers/Cape Coral marketplace as one of the ten fastest growing areas in the United States. A substantial amount of this growth is due directly to the climate and recreational facilities available in the area. A large portion of our population is made up of retired persons. With this increase in retired people comes a corresponding increase in employment in the fields of service and support industries, as well as those providing goods and construction for those persons moving to the area for retirement.

The major obstacles facing local government today is to provide for more adequate road systems and keep up with increasing demands for potable water. Advances in technology are continually being studied to meet these demands, and while the area is having problems meeting these needs, and is somewhat behind, the future continues to be bright as new methods of overcoming these obstacles are being found daily.

The residential real estate market was adversely affected by the national slump which began in 2006 and experienced most significant declines around 2009. This was followed by a couple of years of stable prices. More recently, property values have been improving and should continue with this trend.

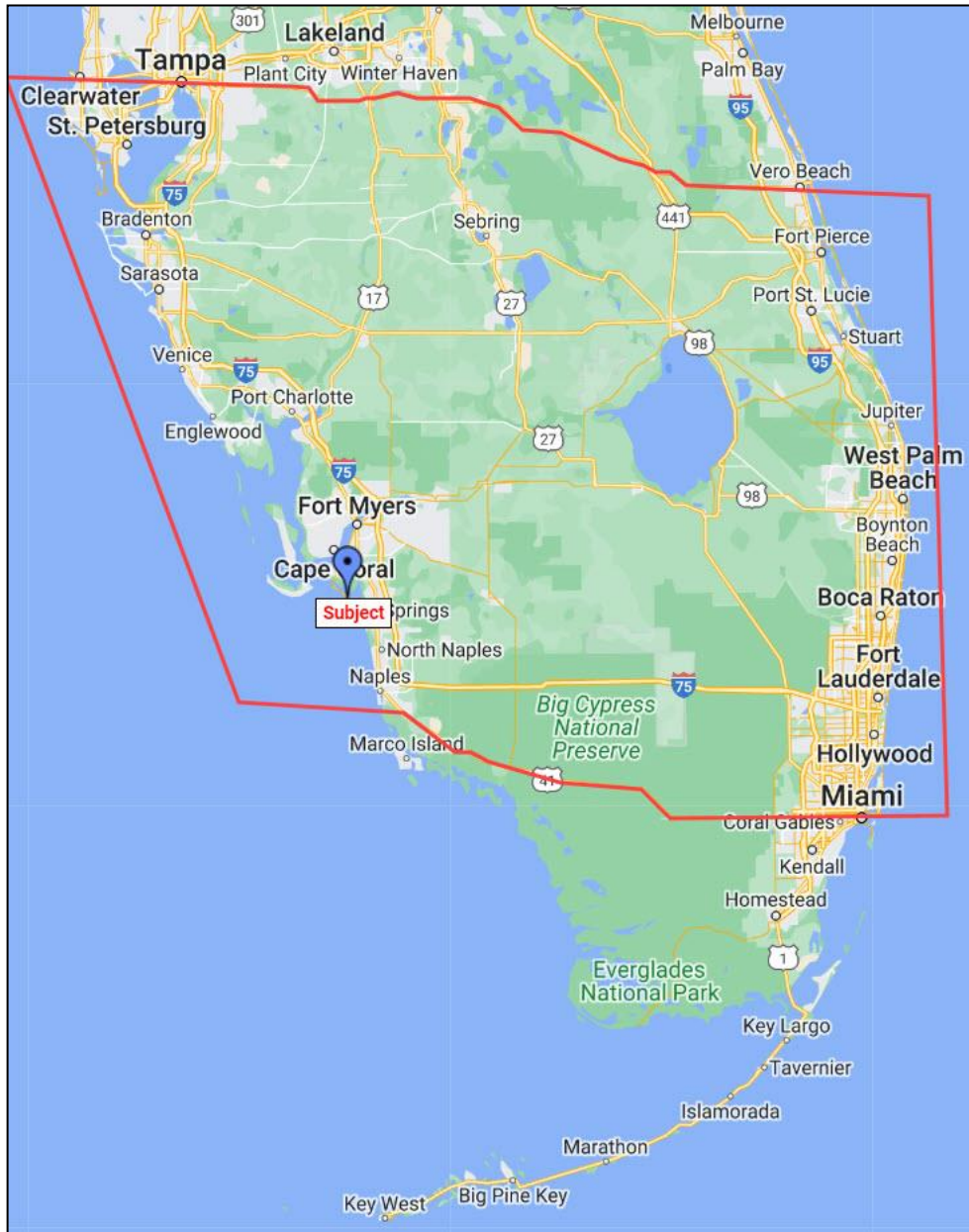
We invite your attention to the location map, which shows the relative location of the subject property to the southern portion of Lee County.

**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
LOCATION MAP**



A map indicating the subject market area is displayed below.

**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
MARKET AREA MAP**



Market Area Description: *“The geographic or locational delineation of the market for a specific category of real estate, i.e., the area in which alternative, similar properties effectively compete with the subject property in the minds of probable, potential purchasers and users.”* Please note the market area map above which defines the subject market area.

Boundaries:

Northern	State Road 60
Eastern	Atlantic Ocean
Southern	Tamiami Trail E
Western	Gulf of Mexico

Life Stage:

"Because market areas are perceived, organized, constructed, and used by people, each has a dynamic quality. Appraisers describe this quality as a market area's life cycle. The complimentary land uses that make up neighborhoods and homogeneous land uses within districts typically evolve through four stages:

- *Growth – a period during which the market area gains public favor and acceptance*
- *Stability – a period of equilibrium without marked gains or losses*
- *Decline – a period of diminishing demand*
- *Revitalization – a period of renewal, redevelopment, modernization and increasing demand"*

It is our opinion the subject market area is currently in its growth stage. The market has shown increased activity. Commercial vacancy has been decreasing, rental and sales activity has been increasing, and permit activity for commercial and residential construction have been increasing.

Public Transportation:

Public transportation is provided by Lee Tran.

Maintenance/Condition:

Varying levels of maintenance are evident throughout the subject market area. These conditions range from relatively new to average.

Property Compatibility:

This area contains residential including single and multi-family residences and differing commercial/industrial enterprises from professional to office/warehouse, recreational parks, restaurants, and retail buildings.

Appeal/Appearance:

This area has generally good appeal. Appearance ranges from mostly newer construction and some older structures with generally average to good appearance.

Development Potential:

Lee County and Collier County economic conditions are currently improving as indicated by numerous economic indicators. There is vacant land available for development for residential and commercial purposes within these market areas; however industrial development does not seem to be trending in immediate market. Commercial and residential demand is increasing and some of these properties are now being brought to a point where new construction is beginning to appear. As the market and economy continues to strengthen, additional properties should be brought to a developed state caused by the increase in demand.

Neighborhood Access:

Good access from major north-south corridors including US-41, and Interstate Highway-75 where there is an exit at Bonita Beach Road. The major east-west corridors are Terry Street, and Bonita Beach Road. In the immediate area, Old 41 and Imperial Highway are active north-south neighborhood corridors providing access to-from Lee and Collier Counties to the subject market area.

Permit Activity:

There is recent renewed interest in general commercial construction by large developers.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Vacant commercial land price range:	Vacant land sales prices on a per square foot basis range from \$2.50 to \$20.00 with the lower price range obtained on parcels located just off major corridors.
Commercial building sales price range:	Sale prices on a per square foot basis including land ranges from \$65.00 to \$300.00 with the higher prices for medical office property.
Supply of Vacant Tracts:	Vacant land is available in the market area
Demand for Vacant Tracts:	The supply appears to be greater than the demand at this time. However, the trend is more balanced with demand increasing.
Neighboring Property Uses:	Commercial with supporting residential is nearby. The subject's immediate market area contains mainly residential buildings. In close proximity to the Matanzas Pass Bridge there are numerous retail centers with supporting residential in the immediate area.
Allowable Uses in the District:	Commercial/Industrial usage, single and multi-family residential.
Characteristics of Land Usage:	Immediate properties are zoned commercial, residential and multi-family residential.
Vacancy rates:	Commercial/Industrial: 5% - 25% Single Family: 3% - 6%

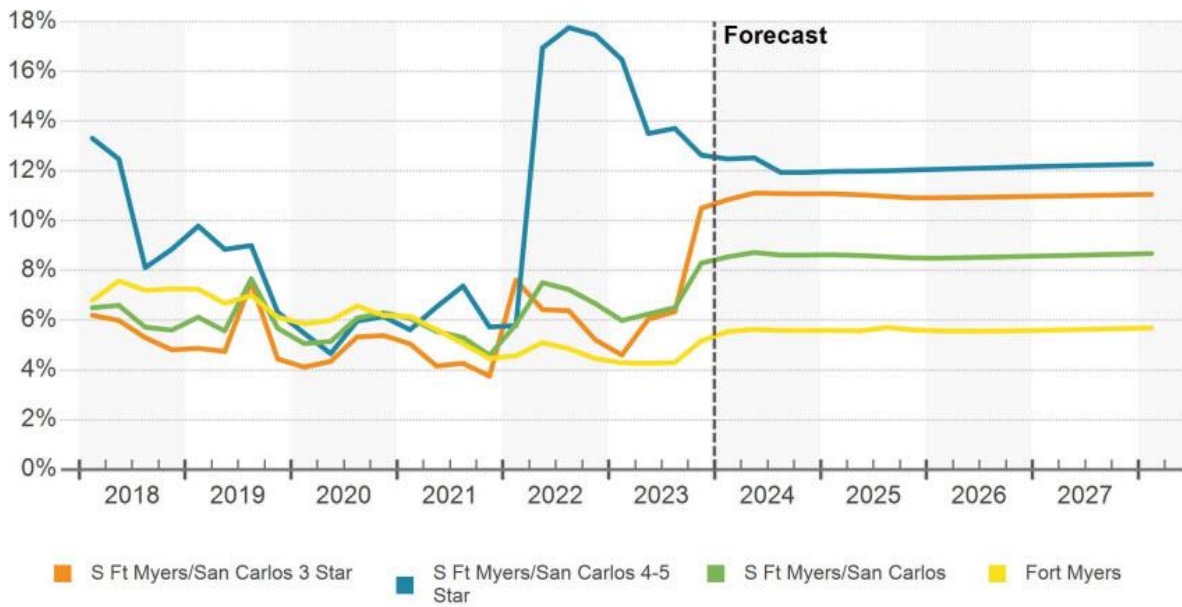
SOUTH FORT MYERS/SAN CARLOS OFFICE MARKET ANALYSIS

The subject's direct competition is identified to be located within the South Fort Myers/San Carlos and the surrounding areas of Lee County. According to a Costar analytics report, total average vacancy for office properties within the Fort Myers office market was estimated at 8.4%, and the average capitalization rate for the market is 7.3%. As of January 2024, the market produced an average rental rate of \$24.95 per square foot. The rental rate in this market has continued to increase over the last few years. Below is a summary with charts of the market analytics from Costar.

The average vacancy rate for the South Fort Myers/San Carlos Area is 8.4%. Vacancy rates had been dropping the last six years with an uptick recently due to the COVID-19 pandemic. Please note the following chart illustrating the vacancy rate over the last six years along with forecasted rate for office property.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

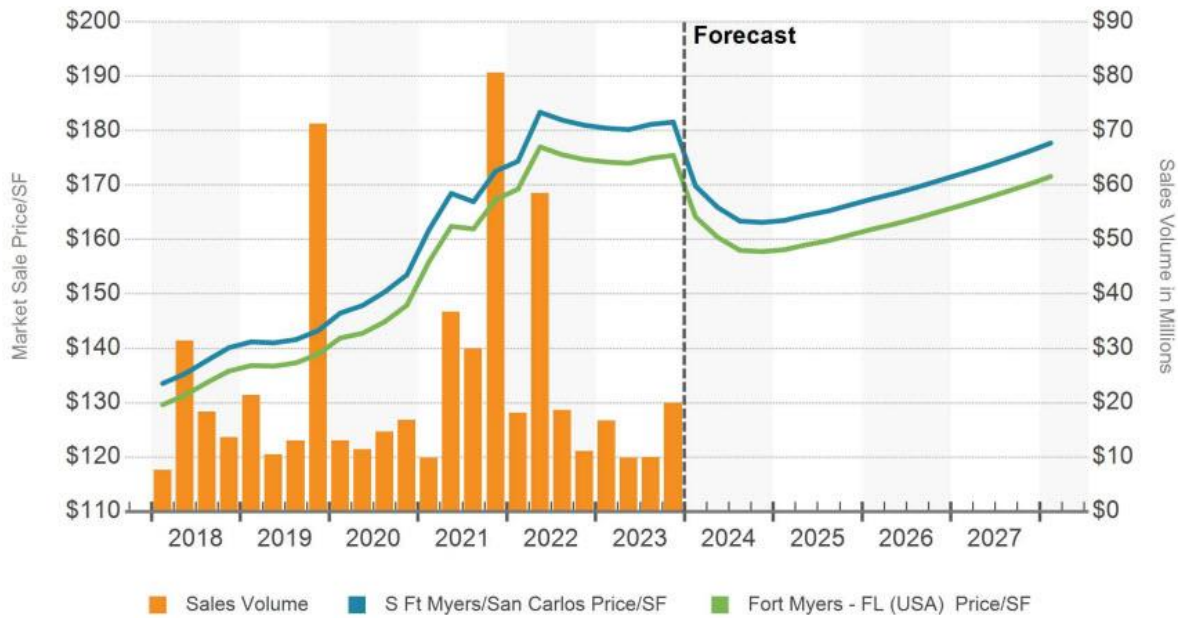
VACANCY RATE



Sale prices had also shown an incline with sales volume fluctuating. In the past twelve months, the average CAP Rate has been 7.3% with an average sale price per square foot of \$214.00. Please note the following chart illustrating the sales volume and sale price per square foot over the last seven years along with forecasted trends.

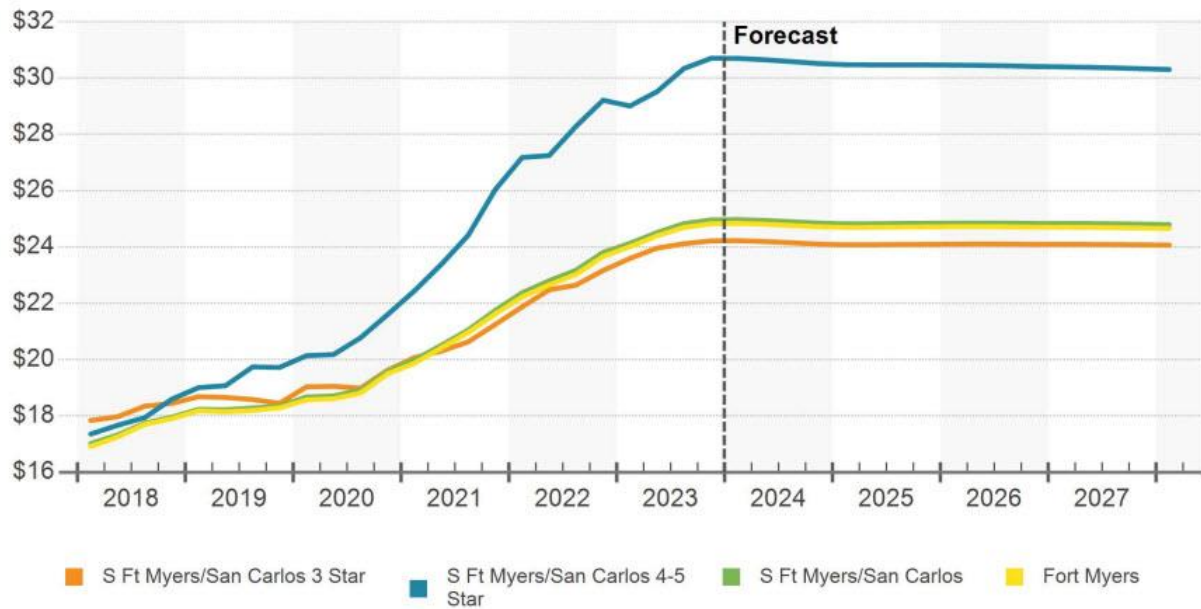
**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES**

SALES VOLUME & MARKET SALE PRICE PER SF



Rental rates have experienced a steady upward trend with continued growth forecasted as noted in the chart below.

MARKET ASKING RENT PER SQUARE FEET



TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Legal Description: The subject property is legally described as follows (most recent Special Warranty Deed Instrument # 2017000267657):

Exhibit "A"

A lot or parcel of land lying in Sections 33 and 34, Township 46 South, Range 24 East, on Estero Island in Lee County, Florida, which lot or parcel is described as follows: From the Southeasterly corner of Block 1, Unit No. 2, McPhie Park, according to the map or plat thereof recorded in Plat Book 8, Page 59, of the Public Records of Lee County, run Southeasterly perpendicular to the Southeasterly line of said Block 1, for 590 feet; thence run Northeasterly parallel with the Southeasterly line of said Block 1 to a point on the Northeasterly line of a county road right-of-way described in and conveyed by deed recorded in Deed Book 193, Page 583, of said Public Records and the Point of Beginning of the lands herein described, which point is marked with a concrete monument; thence continue Northeasterly on the same course along the Southeasterly line of that certain tract of land described in and conveyed by deed recorded in Deed Book 194, Page 433, of said Public Records, which line is also the Northwesterly line of a street or road known as Bahia Via for 150 feet to a point marked with a concrete monument, thence deflect 81°47' to the left and run Northwesterly for 150 feet to a concrete monument; thence run Southwesterly parallel to the Southeasterly line of Flamingo Park Subdivision according to the map or plat thereof recorded in Plat Book 9, Page 66, of the Lee County Public Records, a distance of 150 feet to the Northeasterly line of the said county road known as Estero Boulevard; thence run Southeasterly along the Northeasterly line of said county road for 150 feet to a point marked with a concrete monument which is the Point of Beginning of the lands herein described.

Owner of Record: According to the Lee County Property Appraiser's office the current owner of record is:

6231 ESTERO LLC
c/o DOUGLAS D SCHUMANN
500 KINGS TOWN DR
NAPLES FL 34102

Assessed Value and Taxes: According to the Lee County Tax Collector's Office the subject property is identified by its Parcel Number 33-46-24-W3-00012.0020. For the tax year of 2023 the subject property had an assessed value of \$1,085,886 at a millage rate of 13.8064 resulting in an annual tax burden of \$15,517.91 which includes Non Ad-Valorem taxes. Please note the 2021 through 2023 years tax analysis in tabular form that follows.

33 46 24 W3 00012.0020 Tax Analysis						
Year	Assessed Value	Taxable Value	County Millage Rate	Ad Valorem	Non-Ad-Valorem	Tax Liability
2023	\$1,085,886	\$1,085,886	13.8064	\$14,992.17	\$525.74	\$15,517.91
2022	\$2,752,788	\$2,752,788	13.9342	\$37,257.05	\$487.71	\$37,744.76
2021	\$2,740,868	\$2,740,868	14.4007	\$36,425.67	\$487.71	\$36,913.38
Change	-60.38%	-60.38%	-	-58.84%	7.79%	-57.96%

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Only the Lee County Property Appraiser's office can assess property for taxation purposes. The actual tax liability is calculated utilizing the millage rate as set by the Lee County Commission and the Town of Fort Myers Beach and then multiplying this by the assessed value of the property. Should the millage rate or the assessed value change the tax liability would be different from that as reported herein.

Delinquent Taxes: The Lee County Tax Collector's web site indicated the 2023 taxes were paid for the subject property. There are no unpaid real estate taxes.

Change in tax liability based on appraised value: We present an estimated real estate tax based on our appraised value. The following table is presented to estimate the subject's current RE taxes based on the appraised value contained herein. We have taken into consideration a 25% cost of sale deduction and utilized the current millage rate. The revised tax liability is estimated to be \$57,573. The estimated tax liability will be utilized in the upcoming Direct Capitalization analysis.

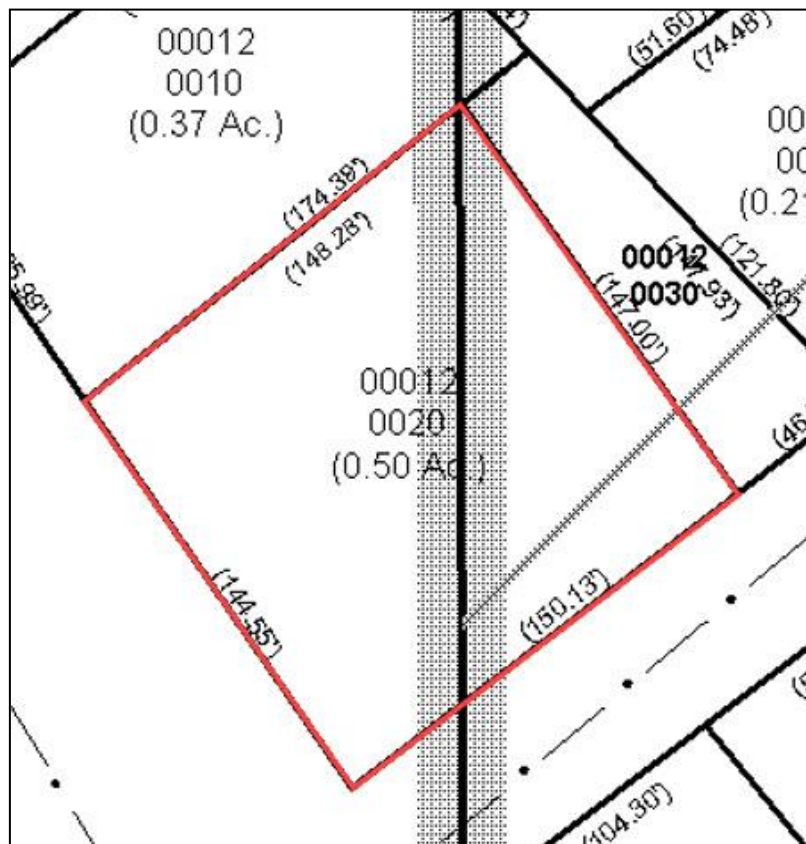
Estimated RE Taxes Based on Market Value	
Estimated Market Value	\$5,560,000
Estimated Assessed Value @ 75%	\$4,170,000
2022 Tax Expense %	0.0138064
Estimated Future Tax Liability	\$57,573

Site Description: Please note the following information which includes a plat map, aerial photograph, general site information and data, the physical characteristics and economic factors that affect the site.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
Aerial Photograph



Plat Map



General Site Information

Address: 6231 Estero Boulevard
Fort Myers Beach, Florida 33931

Location: The property is located on the corner of Estero Boulevard and Bahia Via on Fort Myers Beach. More generally, the subject property can be described by its physical address: 6231 Estero Boulevard, Fort Myers Beach, Florida; in Section 33, Township 46, and Range 24.

Physical Characteristics of the Site

Site Dimensions: Rectangular: 145 feet wide by 150 feet deep, more or less.

Frontage, feet: Approximately 145 feet along Estero Boulevard and 150 feet along Bahia Via.

Total Site Area: 21,736 square feet or 0.499 acres (per Lee County)

Access: Direct access via Estero Boulevard (two lanes with median) with secondary access from Bahia Via.

Corner Influence: Yes

Easements: Typical easements appear to exist.

Parking: 36 asphalt parking spaces including two ADA spaces.

Site Lighting: Building mounted lighting

Walks and Landscaping: Paved public sidewalks along Estero Boulevard; typical landscaping.

Utilities to Site:

Water/Sewer:	Town of Fort Myers Beach
Electric:	Florida Power and Light
Phone:	CenturyLink
Police:	Lee County Sherriff
Fire:	Fort Myers Beach Fire

Flood Designation: Flood Zone AE (EL 11 & 12), Map Number: 12071C0567G; Dated November 17, 2022. See flood map in addenda.

Surface Drainage: Appears adequate with no noticed standing water.

Economic Factors Affecting the Site

Supply of Vacant Tracts: There is limited vacant land available in the market area.

Demand for Vacant Tracts: The supply appears to be in balance with demand at this time.

Land Use Designation: Boulevard

Zoning Designation: CPD; Commercial Planned Development

Land Use Classification: The subject property is identified as being located in the Boulevard land use classification.

Boulevard: a mixed-use district along portions of Estero Boulevard, including less-intense commercial areas and mixed housing types. The maximum density of residential development here is 6 dwelling

units per acre, except where a Future Land Use Map overlay indicates a maximum density of 10 units per acre for legally existing dwelling units.

Zoning Classification: According to information obtained from Lee County the subject property is currently zoned CPD: Commercial Planned Development.

DIVISION 9. PLANNED DEVELOPMENT DISTRICTS

Sec. 4-931. Purpose and intent.

Generally. The general purpose and intent of the various planned development districts is set forth in section 4612(2). The purpose and intent of specific planned development districts is set forth in the subsections below.

CPD commercial planned development district.

(1) The intent of the CPD district is to further the general purpose of planned developments set forth in section 4-612(2), as it relates to commercial development.

(2) The principal uses of any commercial planned development are generally the retail sale and distribution of consumer goods and services, or the provision of standard office space for various purposes, including the delivery of professional services (including health care, short of inpatient facilities), or financial services, or for the administration of business and general business purposes.

(3) Ancillary uses which may be permitted in the commercial planned development district include permanent human habitation in multiple-family buildings and townhouses, transient housing in hotel or motel rooms, health care facilities, and other limited institutional uses and selected light industrial uses.

Permitted Uses in the CPD district (non-exhaustive list)

Administrative Office, Animal Kennel or Clinic, Banks, Bar or Cocktail Lounge, Boat Parts/Sales/Service/Storage, Business Services, Bus Depot, Community Residential Home, Contractors and Builders, Convenient Store, Day Care, Drug Store, Multiple Family Building, Health Care Facilities, Hotel/Motel, Medical Office, Some Manufacturing, Mini-Warehouse, Night Clubs, Retail Sales, Rental or Leasing Establishment, Restaurant, Repair Shops, Self Service Fuel Pumps, Storage, Theater, Vehicle and Equipment Dealers, Warehouse, Wholesale Establishments. We invite your attention to the Lee County Zoning Regulations for a complete listing of all of the uses permitted within the CPD Commercial Planned Development.

**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS**



View: Looking
northwesterly along
Estero Boulevard

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Looking
southeasterly along
Estero Boulevard

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS



View: Looking
southwesterly along
Bahia Via

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Looking
northeasterly along
Bahia Via

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS



View: Access from
Estero Boulevard
with view of signage

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Access from
Bahia Via

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS



View: Subject building looking easterly

Photograph date: January 11, 2024

Taken by: Zachary Kazak



View: Subject building looking westerly

Photograph date: January 11, 2024

Taken by: Zachary Kazak

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CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS



View: Subject
building looking
westerly

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Subject
building looking
southerly

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS**



View: Trash enclosure

Photograph date:
January 11, 2024

Taken by: Zachary Kazak



View: Upon entry of the ground level

Photograph date:
January 11, 2024

Taken by: Zachary Kazak

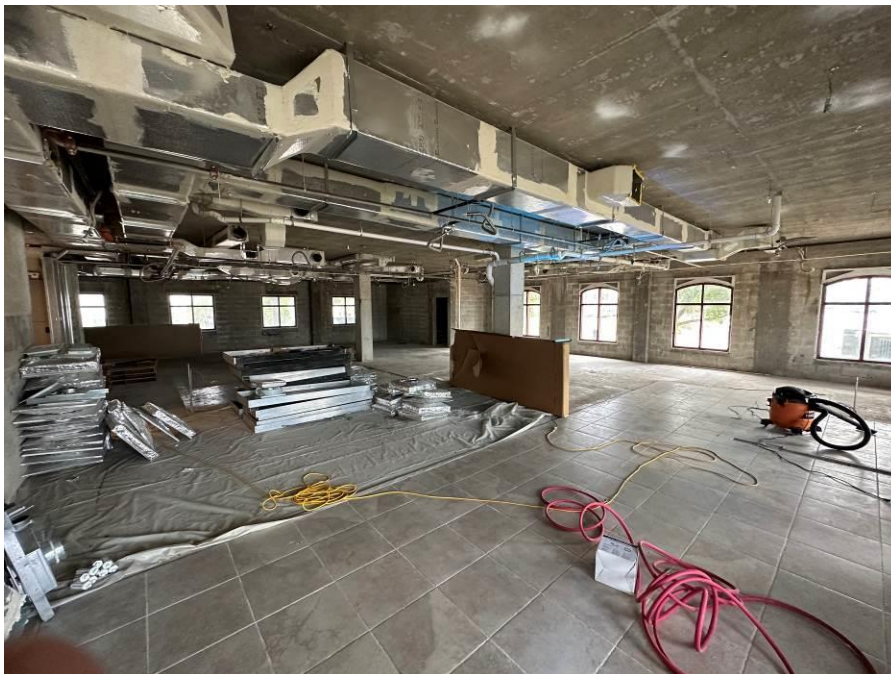
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CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS



View: Elevator

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Ground level
main area

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

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CARLSON, NORRIS & ASSOCIATES
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View: Ground level
main area

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Ground level
electrical room

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

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CARLSON, NORRIS & ASSOCIATES
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View: Staircase

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: 2nd staircase

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
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View: First level
upon entry

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Open office
area

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

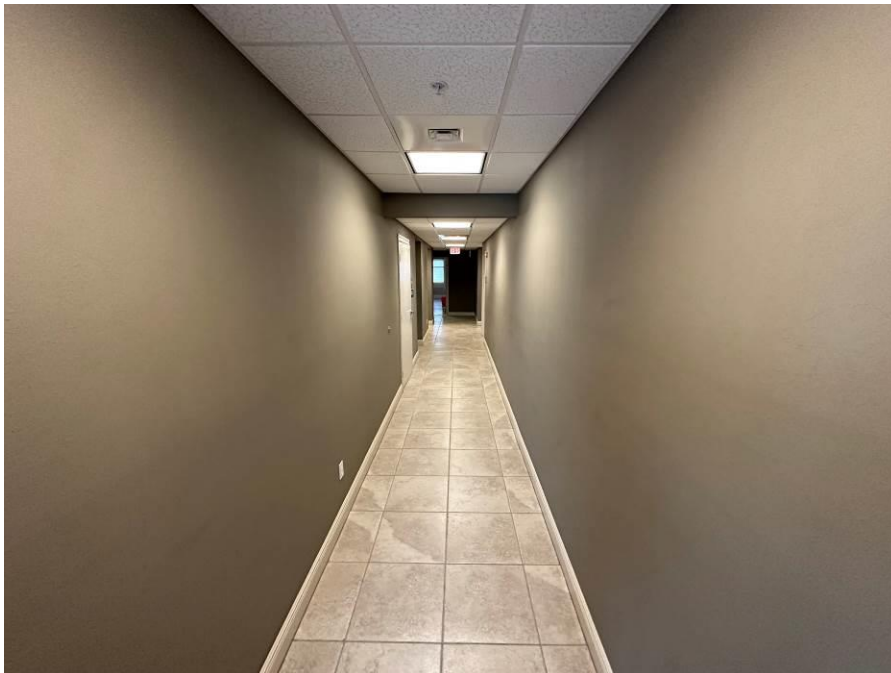
TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS



View: Office area continued

Photograph date:
January 11, 2024

Taken by: Zachary Kazak



View: Main hallway with private offices on either side

Photograph date:
January 11, 2024

Taken by: Zachary Kazak

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS



View: Open office area without acoustical ceiling or flooring

Photograph date: January 11, 2024

Taken by: Zachary Kazak



View: Open office area without acoustical ceiling or flooring

Photograph date: January 11, 2024

Taken by: Zachary Kazak

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
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View: Small office
without flooring

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Office area
with sink

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS**



View: Private office

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Private office

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS



View: Private office

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Women's
bathroom

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS



View: Men's
bathroom

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Second level
upon entry

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS**



View: Front desk

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Private office

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS



View: Private office

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Storage area

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS



View: Private office

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Kitchenette

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS



View: Private office

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak



View: Conference
room

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
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View: Conference room

Photograph date:
January 11, 2024

Taken by: Zachary Kazak



View: Hallway with offices on either side

Photograph date:
January 11, 2024

Taken by: Zachary Kazak

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS



View: Hallway with private office on either side

Photograph date:
January 11, 2024

Taken by: Zachary Kazak



View: Women's bathroom

Photograph date:
January 11, 2024

Taken by: Zachary Kazak

**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
PROPERTY PHOTOGRAPHS**



View: Men's
bathroom

Photograph date:
January 11, 2024

Taken by: Zachary
Kazak

Improvements Description: The information on the building is based upon physical inspection of the improvements. The improvement dimensions are based on the Lee County Property Appraiser web site information as well as surveys provided by the owner. The salient construction specifics are summarized as follows:

General Description

General Property Type:	Commercial Building
Specific Property Type:	Office Building
Year Built:	2007
Number of Stories:	Two-story
Gross Building Area:	23,084 square feet
Design and Functionality:	Two-story concrete block construction with a metal roof. The subject has 17,960 square feet of net rentable building area and 23,084 square feet of gross building area. The interior is configured for multiple tenants. The interior of the subject building contains multiple private offices, kitchenettes, and conference rooms. The first and second-floor offices are accessible from a single elevator. In addition, there are two staircases. Overall, the subject is well designed and functional as an office building.
Construction Class:	"Class B" Reinforced Concrete Block with Painted Stucco based on Marshall and Swift
Construction Quality:	Average

Exterior Construction Detail

Sub-Floor Construction:	Concrete Slab
Windows:	Fixed; Aluminum Frame – Impact Resistant (Hurricane Windows)
Exterior Doors:	Metal; Metal and Glass

Mechanical Description

Heating/Cooling System:	Forced air HVAC
Plumbing:	Appears adequate
Electrical Service:	Typical
Elevator Service:	Yes - One elevator
Fire Protection:	Entire building is sprinklered

Interior Description

Building Layout:	Two-story office building with 17,960 square feet of net rentable building area and 23,084 square feet of gross building area. The interior is configured for multiple tenants. The building features an adequate layout for multiple tenants including private offices, kitchenettes, conference rooms, and large open areas for cubicle areas. Each floor is accessible from one elevator and two staircases. Overall, the office build out is of average quality with
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TOWN OF FORT MYERS BEACH
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typical acoustical ceilings with carpet and tile flooring.

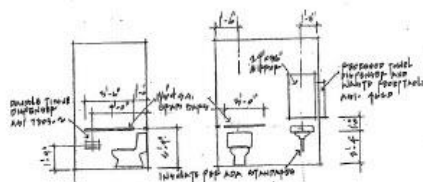
Lighting:	Recessed, ceiling mount, fluorescent
Partitions and Interior Walls:	Framed and painted drywall
Ceilings:	Acoustic tile with lay-in fluorescent light fixtures
Floor Cover:	Carpet, Tile

Physical Condition

Year Built:	2007
Effective Age:	15
Expected Useful Life:	60
Remaining Useful Life:	45
Condition:	Average
Quality of Interior Finishes:	Average
Past Maintenance:	The subject building is in the process of a renovation on the ground level and sections of the first level. On the first level, there are areas without acoustical ceilings and/or flooring. Site improvements also are in the process of being renovated.
Deferred Maintenance:	None observed
Overall Rating of Improvements:	Average

TOWN OF FORT MYERS BEACH
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FLOOR PLAN



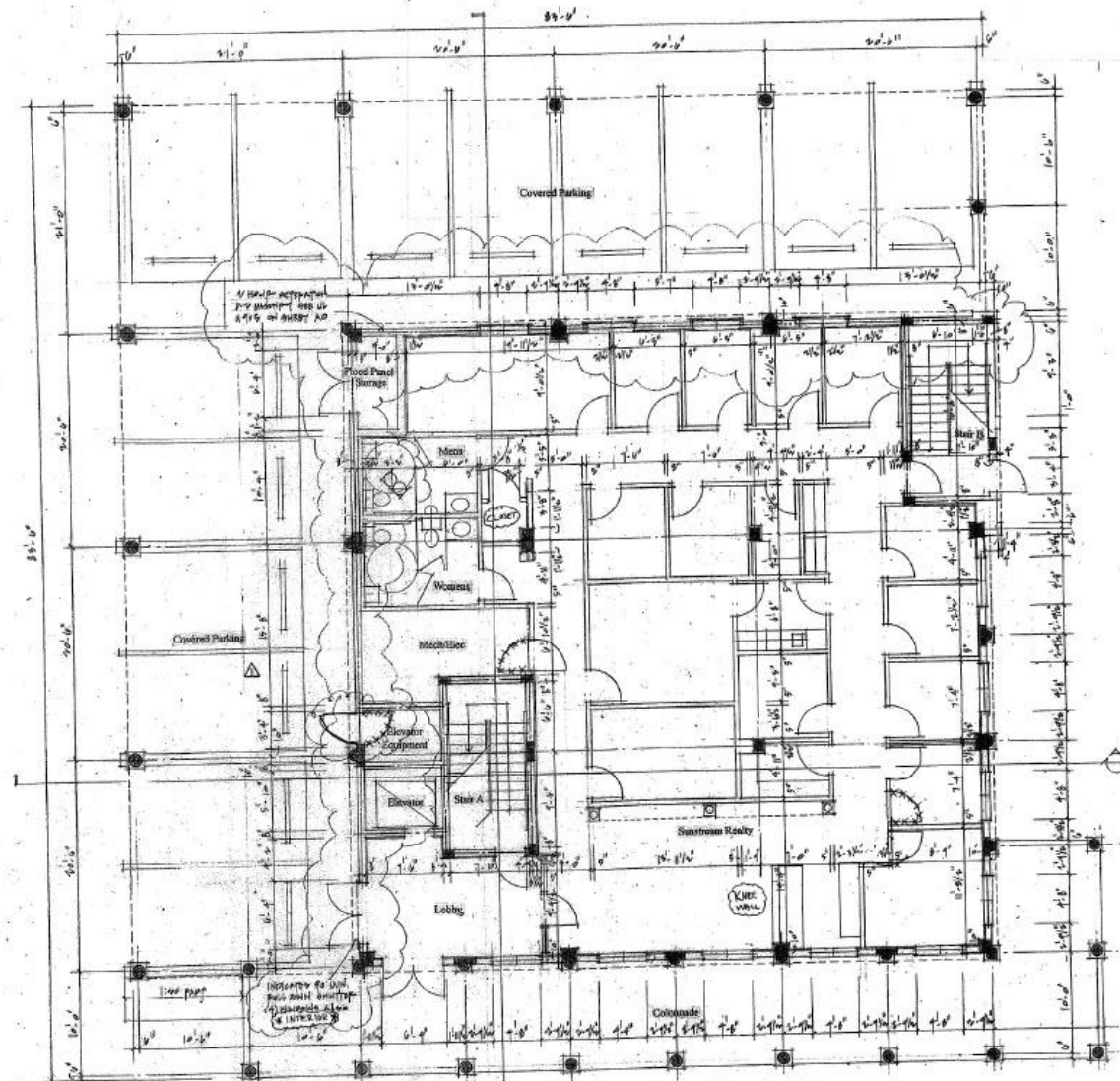
HC RESTROOM ELEVATIONS

ROOM FINISH NOTES

1. All Lobbies, Halls and Restrooms provide \$5.00 SF allowance for tile flooring.
2. All base shall be 4'-0" wood base, paint grade.
3. All to be painted surfaces shall be painted with two coats premium paint over one coat appropriate primer.
4. Acoustical ceilings shall be 24"x24"x5/8" non-divulgent furred tile, register edge, in standard white grid. All ceiling heights are 9'-0", unless noted otherwise.
5. Masonry in Elevator Equipment, Flood Panel Storage and Mech/Elec can be painted only, in Stairway skip trowel texture before painting.
6. All casework, cabinets, storage shelves, etc and appliances are by Owner.
7. Interior walls are 5/8" 25 gauge metal studs, 10" o.s. with 1/2" drywall each side and sound insulated. Height to be 8' above ceiling and eared board as required.
8. Exterior walls are 12" drywall over 12" PT framing 16" o.c. over 10" rigid insulation.
9. Material shown to be used with their respective.

DOOR SCHEDULE NOTES

1. Exterior fire door at Elevator Equipment, Flood Panel Storage and Stair 'B' shall be 3'-0" x 7'-0" 1 1/2" 15 gauge galvanized steel doors in 16 gauge galvanized steel frames, with 1 1/2" rigid core fire rating. Provide Schlage 'AL' series locksets, LCN surface mounted closers, Hager NRP 1191 hinges and Panko ADA thresholds.
2. Exterior first floor and second floor entry doors shall be 3'-0" x 7'-0" glass aluminum entry doors with manufacturer as windows, use window schedule. Provide standard manufacturer pushplate, key cylinders, closers and ADA thresholds.
3. Rated doors at stairways and rated corridor walls shall be 3'-0" x 7'-0" x 1 1/2" solid core wood doors in 20 gauge steel frames, with 15 minute fire rating. Provide Schlage 'AL' series locksets, Hager hinges and LCN surface mounted closers.
4. All other doors shall be 3'-0" x 7'-0" x 1 1/2" (unless noted otherwise) die cast wood doors and frames, no rating, with 2 1/2" core. Provide Schlage 'AL' series locksets, typically and provided hardware and LCN doors at Restrooms.



FIRST FLOOR PLAN

3/16/11-1-0

Elevator shall be: hydroless hydraulic, 2100 lb. Capacity, 100 ft/min, 3 stops, 23 ft. maximum travel. ADA approved.

This is a detailed architectural floor plan of the 11th floor of the Sunstream building. The plan shows a central corridor system with various rooms including Conference, Office 1 through Office 8, Executive Suites (2500 CSF), Sunstream Development, Sunstream Corporate, and a Lobby. It also includes restrooms (Men, Women), a Mailroom, a Kitchen, and two stairwells (Stair A, Stair B). Dimensions are provided for most rooms and corridors.

Rooms and areas labeled include:

- Conference
- Office 1
- Office 2
- Office 3
- Office 4
- Office 5
- Office 6
- Office 7
- Office 8
- Executive Suites (2500 CSF)
- Sunstream Development
- Sunstream Corporate
- Lobby
- Mailroom
- Kitchen
- Men
- Women
- Stair A
- Stair B
- Corridor
- Entrance
- Exit
- 110 92

Dimensions are provided for many rooms and corridors, such as 10'-0" x 10'-0", 12'-0" x 12'-0", 14'-0" x 14'-0", 16'-0" x 16'-0", 18'-0" x 18'-0", 20'-0" x 20'-0", 22'-0" x 22'-0", 24'-0" x 24'-0", 26'-0" x 26'-0", 28'-0" x 28'-0", 30'-0" x 30'-0", 32'-0" x 32'-0", 34'-0" x 34'-0", 36'-0" x 36'-0", 38'-0" x 38'-0", 40'-0" x 40'-0", 42'-0" x 42'-0", 44'-0" x 44'-0", 46'-0" x 46'-0", 48'-0" x 48'-0", 50'-0" x 50'-0", 52'-0" x 52'-0", 54'-0" x 54'-0", 56'-0" x 56'-0", 58'-0" x 58'-0", 60'-0" x 60'-0", 62'-0" x 62'-0", 64'-0" x 64'-0", 66'-0" x 66'-0", 68'-0" x 68'-0", 70'-0" x 70'-0", 72'-0" x 72'-0", 74'-0" x 74'-0", 76'-0" x 76'-0", 78'-0" x 78'-0", 80'-0" x 80'-0", 82'-0" x 82'-0", 84'-0" x 84'-0", 86'-0" x 86'-0", 88'-0" x 88'-0", 90'-0" x 90'-0", 92'-0" x 92'-0", 94'-0" x 94'-0", 96'-0" x 96'-0", 98'-0" x 98'-0", 100'-0" x 100'-0", 102'-0" x 102'-0", 104'-0" x 104'-0", 106'-0" x 106'-0", 108'-0" x 108'-0", 110'-0" x 110'-0", 112'-0" x 112'-0", 114'-0" x 114'-0", 116'-0" x 116'-0", 118'-0" x 118'-0", 120'-0" x 120'-0", 122'-0" x 122'-0", 124'-0" x 124'-0", 126'-0" x 126'-0", 128'-0" x 128'-0", 130'-0" x 130'-0", 132'-0" x 132'-0", 134'-0" x 134'-0", 136'-0" x 136'-0", 138'-0" x 138'-0", 140'-0" x 140'-0", 142'-0" x 142'-0", 144'-0" x 144'-0", 146'-0" x 146'-0", 148'-0" x 148'-0", 150'-0" x 150'-0", 152'-0" x 152'-0", 154'-0" x 154'-0", 156'-0" x 156'-0", 158'-0" x 158'-0", 160'-0" x 160'-0", 162'-0" x 162'-0", 164'-0" x 164'-0", 166'-0" x 166'-0", 168'-0" x 168'-0", 170'-0" x 170'-0", 172'-0" x 172'-0", 174'-0" x 174'-0", 176'-0" x 176'-0", 178'-0" x 178'-0", 180'-0" x 180'-0", 182'-0" x 182'-0", 184'-0" x 184'-0", 186'-0" x 186'-0", 188'-0" x 188'-0", 190'-0" x 190'-0", 192'-0" x 192'-0", 194'-0" x 194'-0", 196'-0" x 196'-0", 198'-0" x 198'-0", 200'-0" x 200'-0", 202'-0" x 202'-0", 204'-0" x 204'-0", 206'-0" x 206'-0", 208'-0" x 208'-0", 210'-0" x 210'-0", 212'-0" x 212'-0", 214'-0" x 214'-0", 216'-0" x 216'-0", 218'-0" x 218'-0", 220'-0" x 220'-0", 222'-0" x 222'-0", 224'-0" x 224'-0", 226'-0" x 226'-0", 228'-0" x 228'-0", 230'-0" x 230'-0", 232'-0" x 232'-0", 234'-0" x 234'-0", 236'-0" x 236'-0", 238'-0" x 238'-0", 240'-0" x 240'-0", 242'-0" x 242'-0", 244'-0" x 244'-0", 246'-0" x 246'-0", 248'-0" x 248'-0", 250'-0" x 250'-0", 252'-0" x 252'-0", 254'-0" x 254'-0", 256'-0" x 256'-0", 258'-0" x 258'-0", 260'-0" x 260'-0", 262'-0" x 262'-0", 264'-0" x 264'-0", 266'-0" x 266'-0", 268'-0" x 268'-0", 270'-0" x 270'-0", 272'-0" x 272'-0", 274'-0" x 274'-0", 276'-0" x 276'-0", 278'-0" x 278'-0", 280'-0" x 280'-0", 282'-0" x 282'-0", 284'-0" x 284'-0", 286'-0" x 286'-0", 288'-0" x 288'-0", 290'-0" x 290'-0", 292'-0" x 292'-0", 294'-0" x 294'-0", 296'-0" x 296'-0", 298'-0" x 298'-0", 300'-0" x 300'-0", 302'-0" x 302'-0", 304'-0" x 304'-0", 306'-0" x 306'-0", 308'-0" x 308'-0", 310'-0" x 310'-0", 312'-0" x 312'-0", 314'-0" x 314'-0", 316'-0" x 316'-0", 318'-0" x 318'-0", 320'-0" x 320'-0", 322'-0" x 322'-0", 324'-0" x 324'-0", 326'-0" x 326'-0", 328'-0" x 328'-0", 330'-0" x 330'-0", 332'-0" x 332'-0", 334'-0" x 334'-0", 336'-0" x 336'-0", 338'-0" x 338'-0", 340'-0" x 340'-0", 342'-0" x 342'-0", 344'-0" x 344'-0", 346'-0" x 346'-0", 348'-0" x 348'-0", 350'-0" x 350'-0", 352'-0" x 352'-0", 354'-0" x 354'-0", 356'-0" x 356'-0", 358'-0" x 358'-0", 360'-0" x 360'-0", 362'-0" x 362'-0", 364'-0" x 364'-0", 366'-0" x 366'-0", 368'-0" x 368'-0", 370'-0" x 370'-0", 372'-0" x 372'-0", 374'-0" x 374'-0", 376'-0" x 376'-0", 378'-0" x 378'-0", 380'-0" x 380'-0", 382'-0" x 382'-0", 384'-0" x 384'-0", 386'-0" x 386'-0", 388'-0" x 388'-0", 390'-0" x 390'-0", 392'-0" x 392'-0", 394'-0" x 394'-0", 396'-0" x 396'-0", 398'-0" x 398'-0", 400'-0" x 400'-0", 402'-0" x 402'-0", 404'-0" x 404'-0", 406'-0" x 406'-0", 408'-0" x 408'-0", 410'-0" x 410'-0", 412'-0" x 412'-0", 414'-0" x 414'-0", 416'-0" x 416'-0", 418'-0" x 418'-0", 420'-0" x 420'-0", 422'-0" x 422'-0", 424'-0" x 424'-0", 426'-0" x 426'-0", 428'-0" x 428'-0", 430'-0" x 430'-0", 432'-0" x 432'-0", 434'-0" x 434'-0", 436'-0" x 436'-0", 438'-0" x 438'-0", 440'-0" x 440'-0", 442'-0" x 442'-0", 444'-0" x 444'-0", 446'-0" x 446'-0", 448'-0" x 448'-0", 450'-0" x 450'-0", 452'-0" x 452'-0", 454'-0" x 454'-0", 456'-0" x 456'-0", 458'-0" x 458'-0", 460'-0" x 460'-0", 462'-0" x 462'-0", 464'-0" x 464'-0", 466'-0" x 466'-0", 468'-0" x 468'-0", 470'-0" x 470'-0", 472'-0" x 472'-0", 474'-0" x 474'-0", 476'-0" x 476'-0", 478'-0" x 478'-0", 480'-0" x 480'-0", 482'-0" x 482'-0", 484'-0" x 484'-0", 486'-0" x 486'-0", 488'-0" x 488'-0", 490'-0" x 490'-0", 492'-0" x 492'-0", 494'-0" x 494'-0", 496'-0" x 496'-0", 498'-0" x 498'-0", 500'-0" x 500'-0", 502'-0" x 502'-0", 504'-0" x 504'-0", 506'-0" x 506'-0", 508'-0"

FOR PRICING PURPOSES ASSUME THE THIRD FLOOR
WILL HAVE A SIMILAR BUILD-OUT AS THE SECOND
FLOOR AND INCLUDE SUCH INTO THE BASE BID

New Office Building
SUNSTREAM REALTY
6231 Estero Boulevard
Fort Myers Beach, Florida 33931

A3

4 – Highest and Best Use Analysis

The principal of highest and best use is defined: *“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.”*

The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

- Permissible Use (Legal) - what uses are permitted by zoning and deed restrictions on the site in question?
- Possible Use- to what uses is it physically possible to put the site in question?
- Feasible Use-, which possible and permissible uses will produce any net return to the owner of the site?
- Highest and best Use- among the feasible uses, which use will produce the highest net return or the highest present worth?

HIGHEST AND BEST USE AS THOUGH VACANT

Legally Permissible: The subject land use designation and zoning classification are Boulevard and Commercial Planned Development. These classifications allow for a variety of commercial and activities including but not limited to retail and office development.

Physically Possible: The subject site is rectangular in configuration and contains an area of 21,736 square feet or 0.499 acres. The site has 145+/- feet of frontage along Estero Boulevard and 150+/- feet of frontage along Bahia Via. Based on these factors, the physically possible uses include a wide range of uses including commercial, office, and retail development. Based on what is both legally permissible and physically possible, uses would include commercial, office, or retail use.

Financially Feasible Uses: A financially feasible use is any physically possible and legal use of the vacant land that produces a positive financial return after considering all the costs to maintain the use. Recent strength in commercial development is evident in the number of new construction projects observed.

Typically, the highest and best use analysis is a process to eliminate potential uses. In other words, once the uses that are legally permissible have been determined, consideration of uses which are physically possible will tend to reduce the legally permissible uses or reinforce them. Likewise, consideration of the economical and financial aspects of a given property will tend to further refine the uses which have been previously described as legally permissible and physically possible. Commercial development would be economically and financially feasible, more specifically retail and professional office improvements.

Maximum Profitability: The legally permissible, physically possible and financially feasible use that results in the highest present value is the maximally profitable use. Office development represents the maximally profitable use.

It is our opinion that the highest and best use of the subject property as vacant is for commercial utilization in the form of multi-tenant professional office use.

HIGHEST AND BEST USE AS THOUGH IMPROVED

The subject site is improved with a two-story office building. Based on an analysis of the income producing capabilities of the subject property as well as an analysis of current constructions costs as well as recent sales in the market, the existing improvements provide a value in excess of the value of the site as if vacant plus the cost of demolition and available to be developed to its highest and best use. Based on this, by definition, the existing improvements develop the subject site to its highest and best use as improved.

Section 5 – Valuation of the Subject

VALUE ESTIMATE BY THE COST APPROACH

Cost Approach is defined as: *“A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.”* In the Cost Approach analysis, we will first estimate the subject site value.

Site Valuation: The valuation of the subject site involves research, analysis and comparison of sales of similar properties to the subject. There are several units of comparison applicable for appraisal purposes. Due to the nature of the subject property and comparable sales, it is our opinion the sales price per square foot would be the most appropriate for utilization. This unit is calculated by dividing the sale price of the comparable sales by the area contained within each sale.

The subject site is being valued based upon highest and best use; and as such, includes sales which have somewhat similar highest and best use. From these sales, only the most similar to the subject in terms of physical and also locational characteristics were considered. The appraiser selected sales from locations that would take into account the location of the subject property. The appraiser’s research uncovered five sales that were considered the most appropriate and best are used in this analysis.

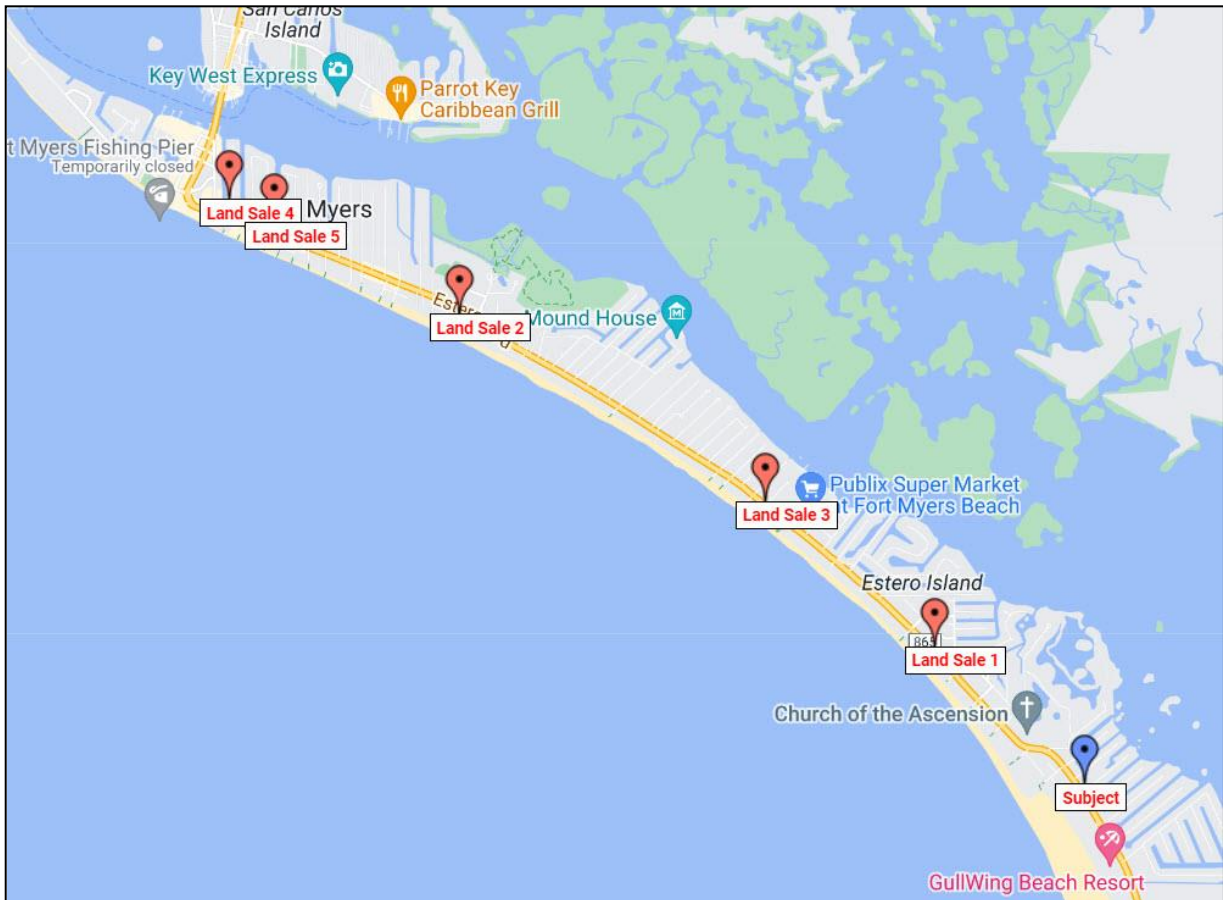
In the analysis process, the appraiser will utilize both a quantitative and qualitative procedure. In the initial step the appraiser will use a cumulative adjustment for each of the sale properties considering the property rights, financing, conditions of sale, expenditures immediately after sale and market conditions. As these adjustments are cumulative in nature, they must be performed in the order in which they occur.

Next the analyst will utilize a qualitative procedure by considering physical and legal characteristics including location, parcel size, land use, zoning and utilities, and access. After completion of the analysis process of each individual sale based upon these characteristics, the appraiser will estimate an appropriate value per square foot and multiply this by the number of square feet contained within the subject property in order to estimate the market value for the site. This value will then be rounded to an appropriate figure for appraisal purposes.

**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES**

We now invite your attention to a land sales location map which follows. This map shows the relative location of each of the sales to that of the subject. Following this will be a land sales exhibit which will contain land sales data sheets for each transaction utilized in the analysis process specifically showing the relative size, configuration and location of the site as well as the relative information for each individual sales transaction. Following the land sales exhibit will be a summary chart showing the relevant information for the subject and each of the comparable sales as well as the adjustments and ratings applied to each sale as compared to the subject.

Land Sales Location Map



TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
COMPARABLE 1



Property Reference:

Property Type:	Residential Vacant Land
Address:	5583 Estero Boulevard Fort Myers Beach, FL 33931
County:	Lee
STRAP/ID:	33-46-24-W1-00204.0250
Grantor:	LTH LLC
Grantee:	Isaac Sip

Legal Data:

Sale Date:	December 15, 2023
Sale Price:	\$630,000
Sale Price per Sq. Ft.:	\$112.11
Sale Price per Acre:	\$4,883,721
Recording:	Instr#2023000392713
Interest Conveyed:	Fee Simple
Deed Conveyed:	Warranty Deed
Land Use:	Mixed Residential
Zoning:	Residential Conservation
Highest and Best Use:	Residential Development
CNA Data #	3050

TOWN OF FORT MYERS BEACH
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Site Data:

Site Dimensions:	45' x 125'
Site Size:	5,619 square feet, 0.129 acres
Shape:	Rectangular
Topography:	Cleared
Corner/Visibility Influence:	Vacant
Utilities:	Full Public Available
Access:	Average
Wetlands/Uplands:	All Uplands
Soils:	Typical

Sale Analysis:

Sale Price:	\$630,000
Financing:	Cash Sale
Price per SF:	\$112.11
Price per Acre:	\$4,883,721

Sale Confirmation:

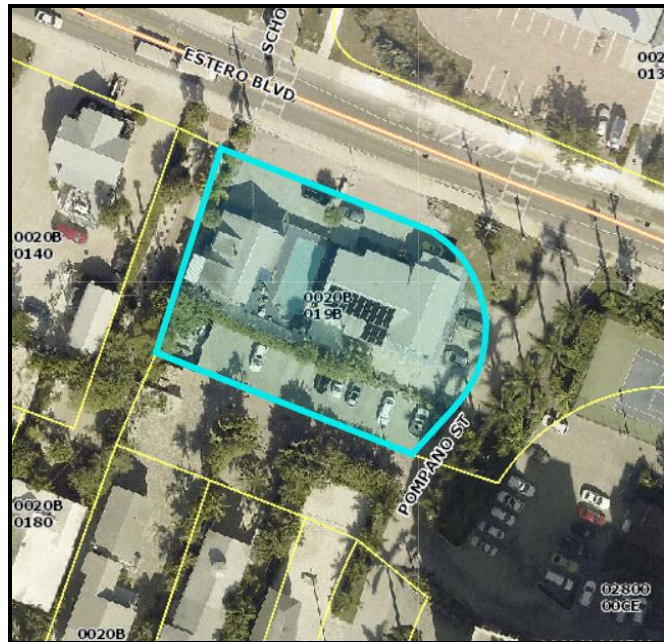
Verification:	Alex King - Listing Agent, 239-849-3663
Verifying Appraiser:	Zack Kazak, January 15, 2023
Sale History:	No prior sales within 3 years

Comments:

This is the sale of a vacant residential parcel that is located and has frontage along Estero Boulevard. The parcel was listed on the market for approximately nine months at an original asking price of \$849,000 with price deductions while the parcel was listed. There were no improvements on the site at the time of sale. The parcel was previously improved with a residential that sustained extensive damage from Hurricane Ian. This was an arm's length transaction.

CNA Data #	3050
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TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
COMPARABLE 2



Property Reference:

Property Type:	Commercial Vacant Land
Address:	2700 Estero Boulevard Fort Myers Beach, FL 33931
County:	Lee
STRAP/ID:	19-46-24-W2-002B.019B
Grantor:	AllStar Properties LLC
Grantee:	Everglades Construction Group LLC

Legal Data:

Sale Date:	October 27, 2023
Sale Price:	\$2,500,000
Sale Price per Sq. Ft.:	\$134.41
Sale Price per Acre:	\$5,854,801
Recording:	Instr#2023000348455
Interest Conveyed:	Fee Simple
Deed Conveyed:	Warranty Deed
Land Use:	Boulevard
Zoning:	Rural Commercial
Highest and Best Use:	Commercial Development
CNA Data #	3046

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Site Data:

Site Dimensions:	150' x 116
Site Size:	18,600 square feet, 0.427 acres
Shape:	Slightly Irregular
Topography:	Appears level
Corner/Visibility Influence:	Vacant
Utilities:	Full Public available
Access:	Average
Wetlands/Uplands:	Mostly Uplands
Soils:	Typical

Sale Analysis:

Sale Price:	\$2,500,000
Financing:	Cash Sale
Price per SF:	\$134.41
Price per Acre:	\$5,854,801

Sale Confirmation:

Verification:	Lauri Albion - Agent, 239-851-5492
Verifying Appraiser:	Zack Kazak, January 15, 2024
Sale History:	Previously sold on 2/4/22 for \$2,442,000

Comments:

This is the sale of a vacant commercial parcel that is located along Estero Boulevard. The site was vacant at the time of sale and was previously improved with a 14 unit hotel. The parcel was originally listed at \$2,800,000 and was on the market for approximately 8 to 9 months before selling for \$2,500,000. The buyer currently uses the parcel as storage for construction nearby. This was an arm's length transaction.

CNA Data #	3046
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TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
COMPARABLE 3



Property Reference:

Property Type:	Residential Subsurface Rights
Address:	4451 Estero Boulevard Fort Myers Beach, FL 33931
County:	Lee
STRAP/ID:	29-46-24-W3-0080C.0010
Grantor:	Alberta Properties LLC
Grantee:	JACY3 LLC

Legal Data:

Sale Date:	July 27, 2023
Sale Price:	\$850,000
Sale Price per Sq. Ft.:	\$109.75
Sale Price per Acre:	\$4,780,652
Recording:	Instr#2023000259692
Interest Conveyed:	Fee Simple
Deed Conveyed:	Warranty Deed
Land Use:	Mixed Residential
Zoning:	Residential Conservation
Highest and Best Use:	Residential Development
CNA Data #	3051

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Site Data:

Site Dimensions:	65' x 119'
Site Size:	7,745 square feet, 0.178 acres
Shape:	Rectangular
Topography:	Cleared
Corner/Visibility Influence:	Vacant
Utilities:	Full Public Available
Access:	Above Average
Wetlands/Uplands:	All Uplands
Soils:	Typical

Sale Analysis:

Sale Price:	\$850,000
Financing:	Cash Sale
Price per SF:	\$109.75
Price per Acre:	\$4,780,652

Sale Confirmation:

Verification:	Tanya Armstrong - Listing Agent, 612-300-0074
Verifying Appraiser:	Zack Kazak, January 15, 2024
Sale History:	Previously sold on 1/8/20 for \$707,000q

Comments:

This is the sale of a vacant residential parcel that has above average access and frontage Estero Boulevard. The residential parcel has 7,744 square feet of land area which is accessible from Estero Boulevard and Gulf view Avenue which is a secondary roadway. The parcel was originally listed at \$1,300,000 with price deductions while the parcel was listed for approximately 6 months before selling for \$850,000. There were no improvements at the time of sale. This was an arm's length transaction.

CNA Data #	3051
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TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
COMPARABLE 4



Property Reference:

Property Type:	Commercial Vacant Land
Address:	1207 Estero Boulevard Fort Myers Beach, FL 33931
County:	Lee
STRAP/ID:	19-46-24-W4-0150D.0050
Grantor:	Estero Silver Sands LLC
Grantee:	TPI-FMB Suites LLC

Legal Data:

Sale Date:	January 03, 2023
Sale Price:	\$7,100,000
Sale Price per Sq. Ft.:	\$194.04
Sale Price per Acre:	\$8,452,381
Recording:	Instr#2023000005939
Interest Conveyed:	Fee Simple
Deed Conveyed:	N/A
Land Use:	Pedestrian Commercial
Zoning:	Downtown
Highest and Best Use:	Commercial Development
CNA Data #	3049

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Site Data:

Site Dimensions:	N/A
Site Size:	36,590 square feet, 0.840 acres
Shape:	Irregular
Topography:	Appears level
Corner/Visibility Influence:	Vacant
Utilities:	Full Public
Access:	Average
Wetlands/Uplands:	Mostly Uplands
Soils:	Typical

Sale Analysis:

Sale Price:	\$7,100,000
Financing:	Cash to Seller
Price per SF:	\$194.04
Price per Acre:	\$8,452,381

Sale Confirmation:

Verification:	Realtors and Public Information
Verifying Appraiser:	Zack Kazak, January 15, 2024
Sale History:	No prior sales within 3 years

Comments:

This is the sale of a vacant parcel that was previously improved with a hotel known as Silver Sands. The owners of the Margaritaville Resort purchased the parcel for an optional expansion. This was a private sale, and the parcel was not actively marketed. We have verified the purchase price of \$7,100,000 with realtors and with local news sources.

CNA Data #	3049
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TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
COMPARABLE 5



Property Reference:

Property Type:	Commercial Vacant Land
Address:	1401 & 1403 Santos Road Fort Myers Beach, FL 33931
County:	Lee
STRAP/ID:	19-46-24-W4-0060A.0320 & .0300
Grantor:	Scharbach Enterprises Limited Partnership/Henry Baker
Grantee:	Lani Kai Limited Partnership

Legal Data:

Sale Date:	May 14, 2022
Sale Price:	\$2,350,000
Sale Price per Sq. Ft.:	\$131.26
Sale Price per Acre:	\$5,717,762
Recording:	Instr#2022000166191
Interest Conveyed:	Fee Simple
Deed Conveyed:	Warranty Deed
Land Use:	Mixed Residential
Zoning:	Santos
Highest and Best Use:	Commercial Development

CNA Data #	3056
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TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Site Data:

Site Dimensions:	148' x 125'
Site Size:	17,903 square feet, 0.411 acres
Shape:	Rectangular
Topography:	Cleared
Corner/Visibility Influence:	None
Utilities:	Full Public
Access:	Average
Wetlands/Uplands:	All Uplands
Soils:	Typical

Sale Analysis:

Sale Price:	\$2,350,000
Financing:	Cash Sale
Price per SF:	\$131.26
Price per Acre:	\$5,717,762

Sale Confirmation:

Verification:	Dave Parilla, 239-463-3229
Verifying Appraiser:	Zack Kazak, January 17, 2024
Sale History:	No prior sales within 3 years

Comments:

This is the sale of two commercial parcels that were collectively sold as vacant. The two parcels were improved with two commercial buildings that were in a tear down condition with no contributory value applied. The two parcels have waterway access to the bayside of Fort Myers Beach. The parcels were collectively listed at \$2,600,000 and were sold to the owners of Lani Kai for \$2,350,000. The zoning is Santos which primarily permits office development with some retail development. This was a cash sale and an arm's length transaction.

CNA Data #	3056
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**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES**

Land Sales Adjustment Analysis - Quantitative						
Criteria	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5
Location	6231 Estero Boulevard Fort Myers Beach	5583 Estero Boulevard Fort Myers Beach	2700 Estero Boulevard Fort Myers Beach	4451 Estero Boulevard Fort Myers Beach	1207 Estero Boulevard Fort Myers Beach	1401 & 1403 Santos Road Fort Myers Beach
Recording	-	Instr#2023000392713	Instr#2023000348455	Instr#2023000259692	Instr#2023000005939	Instr#2022000166191
Sales Price	-	\$630,000	\$2,500,000	\$850,000	\$7,100,000	\$2,350,000
Sale/Appraisal Date	January 11, 2024	December 15, 2023	October 27, 2023	July 27, 2023	January 3, 2023	May 14, 2022
Parcel Size (sf)	21,736	5,619	18,600	7,745	36,590	17,903
Parcel Size (Acres)	0.50	0.13	0.43	0.18	0.84	0.41
Sale Price	-	\$630,000	\$2,500,000	\$850,000	\$7,100,000	\$2,350,000
Sale Price per Square Foot	-	\$112.12	\$134.41	\$109.75	\$194.04	\$131.26
Transactional Adjustments						
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	-	Cash Sale	Cash Sale	Cash Sale	Cash to Seller	Cash Sale
Conditions of Sale	-	Arm's Length	Arm's Length	Arm's Length	None noted	Arm's Length
Expenditures Immediately after Sale	-	\$0	\$0	\$0	\$0	\$0
Market Conditions	-	\$0	\$0	\$0	\$0	\$0
Adjusted Sale Price	-	\$630,000	\$2,500,000	\$850,000	\$7,100,000	\$2,350,000
Adjusted Sale Price per sq. ft.	-	\$112.12	\$134.41	\$109.75	\$194.04	\$131.26
Physical Properties						
Location	Fort Myers Beach	Fort Myers Beach	Fort Myers Beach	Fort Myers Beach	Fort Myers Beach	Fort Myers Beach
Parcel Size (sf)	21,736	5,619	18,600	7,745	36,590	17,903
Land Use	Boulevard	Mixed Residential	Boulevard	Mixed Residential	Pedestrian Commercial	Mixed Residential
Zoning	Commercial Planned Development	Residential Conservation	Rural Commercial	Residential Conservation	Downtown	Santos
Utilities	Full Public Available	Full Public Available	Full Public available	Full Public Available	Full Public	Full Public
Access	Above Average	Average	Average	Above Average	Average	Average
Miscellaneous						
Physical Property Adjustments						
Location		0%	0%	0%	-10%	0%
Parcel Size		-10%	0%	-10%	10%	0%
Land Use		0%	0%	0%	0%	0%
Zoning		5%	0%	5%	0%	0%
Utilities		0%	0%	0%	0%	0%
Access		5%	5%	0%	5%	5%
Miscellaneous		0%	0%	0%	0%	0%
Overall Percentage of Adjustments		0%	5%	-5%	5%	5%
Final Adjusted Sale Price per Sq. Ft.		\$112.12	\$141.13	\$104.26	\$203.74	\$137.83

Adjustment Analysis: The sales were compared to each other individually and collectively as well as being compared to the subject property in order to assist in the adjustment process.

Property Rights: *“An element of comparison in the sales comparison approach; comparable sales can be adjusted for the effect of differences in the real property rights (fee simple, leased fee, leasehold, easements, or other encumbrances, etc.) involved in the transactions being compared.”*

In this analysis all property rights conveyed were fee simple, no adjustments were necessary.

Financing: *“The manner in which a transaction was financed; an element of comparison in the sales comparison approach whereby comparable properties can be adjusted for the influence of differences between a transaction’s financing terms and those assumed in the valuation of a subject property.”* In this analysis all of the transactions were either market financed or cash to the seller, no adjustments were necessary.

Conditions of Sales: *“An element of comparison in the sales comparison approach; comparable properties can be adjusted for differences in the motivations of either the buyer or a seller in a transaction.”* In this analysis, the sales are all “arm’s length” transactions including no conditions of sale.

Expenditures Immediately After Sale: *“An element of comparison in the sales comparison approach; comparable properties can be adjusted for any additional investment (e.g., curing deferred maintenance) that the buyer needed to make immediately after purchase for the properties to have similar utility to the subject property being valued.”* The appraisers are not aware of any expenditure made immediately after the sale of these transactions.

Market Conditions: *“An element of comparison in the sales comparison approach; comparable properties can be adjusted for differences in the points in the real estate cycle at which the transactions occur. Sometimes called a time adjustment because the differences in dates of sale are often compared, although the usage can be misleading because property values do not change merely as the result of the passage of time.”* The comparable sales occurred from May 2022 (Sale Five) to December 2023 (Sale One). Although values of most real estate property have experienced an increase over the previous 24 months, we could not find paired sales that support a specific increase in market conditions. Therefore, no adjustments were utilized in this category.

Physical Characteristics: Next the sales were considered and compared with one another and the subject for physical characteristics. These include location, parcel size, land use classification, zoning classification, utilities, access, and waterway access. This process involves a quantitative analysis.

Location: The subject is located on Fort Myers Beach. All of the sales are located on Fort Myers Beach. Sale Four was adjusted downward 10% for the having a superior location due to the close proximity to the Matanzas bridge which is desirable for commercial property. The remaining sales were not adjusted.

Parcel Size: The subject property contains an estimated 21,736 square feet or 0.499 acres. The comparables range in size from the smallest containing 5,619 square feet (Sale One) to the largest containing 36,590 square feet (Sale Four). Typically, smaller land sites tend to sell for higher prices per square foot than smaller sites, all other factors being equal. Sales One and Three were each adjusted 10% downward for the smaller/superior land area. Sale Four was adjusted upward 10% for the larger/inferior land area. The remaining comparables were not adjusted.

Land Use & Zoning Classification: The subject property has land use classification of Boulevard and a zoning classification of Commercial Planned Development. Sales One and Three were each adjusted 5% upward for the inferior residential zoning. No other adjustments were made.

Utilities: The subject property has water and electric utilities available. The comparables are similar to the subject in this category.

Access: The subject property is located on the corner of Estero Boulevard and Bahia Via with above average access. Sales One, Two, Four, and Five are all regarded to have average access. Therefore, each sale was adjusted 5% upward for the inferior access. Sale Three is considered to have above average access and was not adjusted.

Waterway Access: The subject property does not have direct access to a waterway. Sale Five has canal waterway access to the bayside of Fort Myers Beach. This is regarded as superior, therefore, Sale Five was adjusted downward 5%.

Final Analysis: After completion of the analysis process the five sales utilized in this report show a range of value indications from a low of \$104.26 (Sale Three) to a high of \$203.74 per square foot (Sale Four). The mean and median values are \$138.50 and \$131.26 per square foot, respectively.

Please note the statistical data from the final adjusted sale prices presented below.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Estimated Values - Adjusted	
Maximum	\$203.74
Minimum	\$104.26
Mean	\$138.50
Median	\$131.26

Sales Three and Four are regarded to be most similar in physical characteristics after adjustments. Consideration was given to the remaining sales. A concluded value should also be in line with the mean and median values. A value of \$130.00 per square foot will be applied to the subject property.

Based on the preceding analysis, it is our opinion the subject site warrants an "as-is" market value in line with the comparables that are considered most similar, that being \$130.00 per square foot. Multiplying the subject site size of 21,736 square feet by the \$130.00 per square foot results in a land value of \$2,825,680 or \$2,830,000 rounded.

The next step in the analysis process is to estimate the contributory value of the improvements which is done through the Cost Approach process.

Replacement Cost Valuation:

The subject building contains 17,960 square feet of net reantable area. The subject property will be appraised via the replacement cost in its "As Complete" condition. As of the date of inspection, the subject property is currently vacant.

In order to estimate the replacement cost new, we have utilized the Marshall Valuation Service, a nationally recognized cost estimating service which we have found to be reliable. This service provides cost data for estimating replacement costs of buildings and other improvements in the United States, District of Columbia, Puerto Rico, Guam and Canada. This service provides data for developing replacement costs, depreciated values and insurable values of buildings and other improvements.

The costs provided by the Marshall Valuation Service include:

- Final costs to the owner including average architects and engineers' fees (plans, plan checks, building permits, and surveying to establish building lines and grades.
- Normal interest on only the actual building funds during the period of construction and processing fee or service charge is included. Typically, this will average half of the going rate over the time period plus the service fee.
- All material and labor costs including finish, grading and excavation for the foundation and backfill for the structure only.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

- Utilities from the structure to lot line figured for typical setback except where noted.
- Contractors overhead and profit including job supervision, workmen's compensation, fire and liability insurance, unemployment insurance, equipment, temporary facilities and security.

The costs provided by Marshall Valuation Service do not include:

- Costs of buying or assembling land such as escrow fees, legal fees, property taxes, right of way costs, demolition, storm drains, or rough grading, are considered costs of doing business or land improvement costs.
- Pilings or hillside foundations are priced separately in the manual and are considered an improvement to the land.
- Costs of land planning or preliminary concept and layout for large developments inclusive of entrepreneurial incentives or developer's overhead and profit are not included, nor is interest or taxes on the land, feasibility studies, certification of need, environmental impact studies, hazardous material testing, appraisal or consulting fees.
- Discounts or bonuses paid for financing are considered cost of doing business, as are funds for operating startup, negative cash flow during development, project bond issues, permanent financing, developmental overhead of fixture and equipment purchases.
- Yard improvements including septic systems, signs, landscaping, paving, walls, yard lighting, pools or other recreation facilities.
- Off-site costs including roads, utilities, park fees, jurisdictional hook-up, tap-in, impact or entitlement fees and assessments.
- Furnishings, signs, trade fixtures and equipment.
- Marketing costs to create first occupancy including model or advertising expenses, leasing or brokers' commissions, temporary operation of property owners' associations, fill-up or membership sales costs and fees.

Replacement Cost New Analysis:

First the occupancy must be determined. The occupancy is the specific type of improvements being evaluated. The occupancy that appears to match the subject is Office Buildings, Class B concrete block construction, with an average construction quality (Section 15, pg. 17). The analysts were not provided with cost to construct. Marshall Swift will be utilized to determine the replacement cost of the improvements.

Marshall Swift (Section 15, pg. 17) identified a base replacement cost at \$219.00 per square foot for average quality office buildings. There is a fire suppression adjustment to the base price that is necessary to be considered. An additional \$4.83 per square foot will be added onto the base cost. The base cost of the is now \$223.83 per square foot. Current, local, floor area, and height adjustments are then applied to the base cost. These adjustments result in a replacement cost

estimate of \$177.34. Multiplying the net area of 17,960 times the adjusted replacement cost new of \$177.34 per square foot equals \$3,185,103. There is a 960 square foot concrete balcony that faces toward Estero Boulevard. Marshall Swift estimates a replacement cost new of \$53.00 per square foot (Section 15 pg. 37). After adjustments, the replacement cost new of the balcony is \$48.80 per square foot. Multiplying the area of 960 square feet times the adjustment cost of \$48.80 equals \$46,845. Combining these costs results in a replacement cost new for the improvements of \$3,231,948.

Next depreciation must be estimated. Depreciation is defined in appraising as *“a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.”*

Depreciation includes three types: physical, functional and external. Physical depreciation is loss in value due to physical deterioration. Functional obsolescence is loss in value due to the lack of utility or desirability inherent to the improvement or equipment. External obsolescence is loss of value due to causes outside the property and independent of it.

Physical depreciation can be estimated with the depreciation tables provided by the Marshall Valuation Service or by using the properties effective or actual age. In order to utilize this technique, first the life expectancy of the building must be known. We have estimated the subject structures to have an economic life span of 60 years. Our subject building was constructed in 2007 and has an effective age of 15 years which equates to 25% of depreciation. This results in an adjustment to the replacement cost of \$807,987.

We have determined there is no functional obsolescence. Further, we do not believe there is any external obsolescence affecting the subject property. Therefore, the accrued depreciation impacting the subject property is physical in nature and results in a depreciated value for the primary improvements at \$2,423,961.

The next step in the Cost Approach is to add in the depreciated value of the site improvements. We have estimated the depreciated value of the site improvements. The site improvements costs were estimated from Marshall Swift and from cost estimates of similar properties in our files.

The site improvements include site clearing and prep at \$56,940, asphalt paving at \$93,600, landscaping at \$37,120, partial perimeter fencing at \$8,850, pylong signage at \$480, and the garbage enclosure at \$3,200. The total value of the site improvements new is equal to \$199,740. A depreciation of 50% is applied to the site improvements. The 50% of depreciation equates to an

adjustment in the replacement cost new of the site improvements at \$99,870. The depreciated value of the site improvements equals \$99,870.

The total depreciated value of all improvements is equal to the value of the structural improvements of \$2,423,961 plus the depreciated value of the site improvements of \$99,870 results in a value of \$2,523,831.

The funds subject to financing are the sum of the depreciated value of all the improvements of \$2,523,831; permit fees of \$10,000, and land value earlier estimated at \$2,830,000 for a total of \$5,363,831. The typical loan-to-value ratio in this market is 70% to 80%; we will utilize 75%, which allows for a principle of \$2,011,437.

Next the appraiser estimated indirect costs including out of pocket expenses, loan fees and loan interest during the construction period. The out-of-pocket costs include such things as travel expenses, some attorney and accounting fees. Out-of-pocket costs typically amount to approximately 1.0% of the loan principle or in this case approximately \$40,229. Typically, loan fees (closing costs) are estimated to be 1.5% of the loan principle for an entire project with these fees estimated to be \$60,343. Permit fees for construction were estimated at \$10,000. We have utilized the estimated real estate taxes for the land only at \$28,993.

The interest is calculated during the construction period, in this case twelve months at 7.00%. The estimated total principle as noted earlier is \$2,011,437. However, the funds necessary for the construction will be drawn from the principle over the entire construction period. Therefore, the construction portion is equal to \$281,601 (\$19,712 @ 7.00% for 12 months). The total indirect costs are estimated to be \$421,166.

In addition, we have applied a 10% entrepreneurial profit from the total direct and indirect costs associated with constructing the improvements. A 10% entrepreneurial profit equates to \$252,383.

The total direct and indirect costs associated with the subject property building equal \$3,197,380. Adding the concluded land value at \$2,830,000 yields a value by the Cost Approach for the subject property "As Complete" of \$6,027,380.

Less Cost of Reovation

The subject property is currently undergoing a renovation. The entire ground level is in an unfinished shell condition with areas of the first level without drop ceilings and/or flooring. The owner was unable to provide renovation estimates due to the owner being in the process of collecting estimate quotes.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

On the first level there is 2,370 square feet that does not have drop ceiling or flooring installed at the time of the inspection. There is also 125 square feet of area that is missing carpet flooring. In order to conclude to an "As Is" value of the subject property renovation costs must be subtracted from the "As Complete" value. Marshall Swift was utilized to determine the cost to partially renovate the first level of the subject building. Section 45 pg. 2 identifies a replacement cost of \$19.00 per square foot to install drop ceilings which when multiplied by area of 2,370 square feet equals \$45,030. Carpet flooring and padding was estimated at \$6.68 per square foot (Section 45 pg. 2) and when multiplied by the area of 2,370 square feet equates to \$15,831. There is also 125 square feet of area that requires carpet flooring which equates to \$835.00. The entire ground level of the subject building requires a renovation to install an interior office finish. Marshall Swift estimates an average office buildout cost of \$88.50 per square foot (Section 15 pg. 34). The ground level has 3,804 square feet of net area, and when multiplied by the buildout cost of \$88.50 per square foot this equates to \$336,654. Site improvements also require a renovation which includes the fencing and landscaping. Marshall Swift estimates the replacement cost of the fencing at \$8,850 and the landscaping at \$37,120. The total replacement cost of the site improvements equals \$45,970. Adding the total building renovation cost of \$398,350 to the renovation cost of the site improvements of \$45,970 equals a total renovation cost of \$444,321.

The total cost of the renovation of \$444,321 is subtracted from the "As Complete" value of \$6,027,380 to equal an "As Is" value of \$5,583,059 or \$5,580,000 rounded. Please see the following page for the Cost Approach in tabular form.

**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES**

VALUE ESTIMATE BY THE COST APPROACH

Replacement Cost Analysis- Structural Improvements

Structural Improvements	(sf)	(\$/sf)	(=)
Total Square Feet of Building Area	<u>18,920</u>		
Office Buiding	17,960	\$ 177.34	\$ 3,185,103
Balcony	960	\$ 48.80	\$ 46,845
Total Replacement Costs-Structural Improv.			\$ 3,231,948
Less: Accrued Depreciation From All Causes			
Physical Deterioration			\$ 807,987
Functional Obsolescence			\$ -
Economic Obsolescence			\$ -
Total Accrued Depreciation			\$ 807,987
Depreciated Value of Structural Improvements			\$ 2,423,961
Add: Depreciated Value of Site Improvements			
Depreciated Value of Site Improvements			
Site Prep, Clearing/Filling			\$ 56,490
Asphalt Paving & Parking			\$ 93,600
Landscaping			\$ 37,120
Partial Perimeter Fencing			\$ 8,850
Pylon Signage			\$ 480
Garbage Encloser			\$ 3,200
Total Site Improvements			\$ 199,740
Less Depreciation			\$ 99,870
Depreciated Value of Site Improvements			\$ 99,870
Total Depreciated Value of all Improvements			\$ 2,523,831
Indirect Costs			
Out-of-Pocket (1%)			\$ 40,229
Closing Costs (1.5%)			\$ 60,343
Permit Fees			\$ 10,000
Real Estate Taxes (Land Only)			\$ 28,993
Loan Interest			\$ 281,601
Total Indirect Costs			\$ 421,166
<u>Value Estimate by the Cost Approach</u>			
Depreciated Value of Improvements			\$ 2,423,961
Site Related Improvements			\$ 99,870
Indirect Costs			\$ 421,166
Entrepreneurial Profit @ 10%			\$ 252,383
Land Value Estimate			\$ 2,830,000
Indicated "As Complete" Value by the Cost Approach			\$ 6,027,380
Less Cost of Renovation			\$ (444,321)
"As Is" Value			\$ 5,583,059
Rounded			\$ 5,580,000

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
VALUE ESTIMATE BY THE INCOME APPROACH

The **Income Approach** is defined as *“Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.” This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.”*

The Income Approach is widely applied in appraising income-producing properties. Anticipated future income and/or reversions are discounted to a present worth figure through the capitalization process.

In the course of the analysis of the subject property the income stream for the improvements will be analyzed using the Direct Capitalization Technique. **Direct Capitalization** is defined as *“A method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the income estimate by an appropriate rate or by multiplying the income estimate by an appropriate factor. Direct capitalization employs capitalization rates and multipliers extracted or developed from market data. Only the one year's income is used. Yield and value change are implied, but not explicitly identified.”*

The steps of the Income Approach using direct capitalization are summarized as follows:

1. Estimate the Potential Gross Income of the property
2. Add any additional income from sources other than rent
3. Subtract the typical annual amount of income that will not be collected because of vacancies and collection problems
4. The result is the Effective Gross Income
5. Subtract from the Effective Gross Income., operating expenses, fixed expenses and reserves for the replacement of short-lived items (if market specified)
6. The result is the Net Operating Income
7. Develop a direct capitalization rate by dividing the known Net Operating Income of properties that have sold that are comparable to the subject property by the selling price of the comparable sale. Reconcile them into one rate appropriate for the subject property
8. Divide the Net Operating Income of the property being appraised by the appropriate capitalization rate which gives an indicated value of the property via the Income Approach

Lease Discussion: A lease is defined as: *"A contract in which the rights to use and occupy land, space or structures are transferred by the owner to another for a specified period of time in return for a specified rent."*

Typically, a lease provides the tenant with a portion of the bundle of rights tied to the property being leased. Leases take a number of different forms and depend on such factors as the type of property being leased and the financial quality of the tenant. Please note the following typical types of leases that are predominant in most markets.

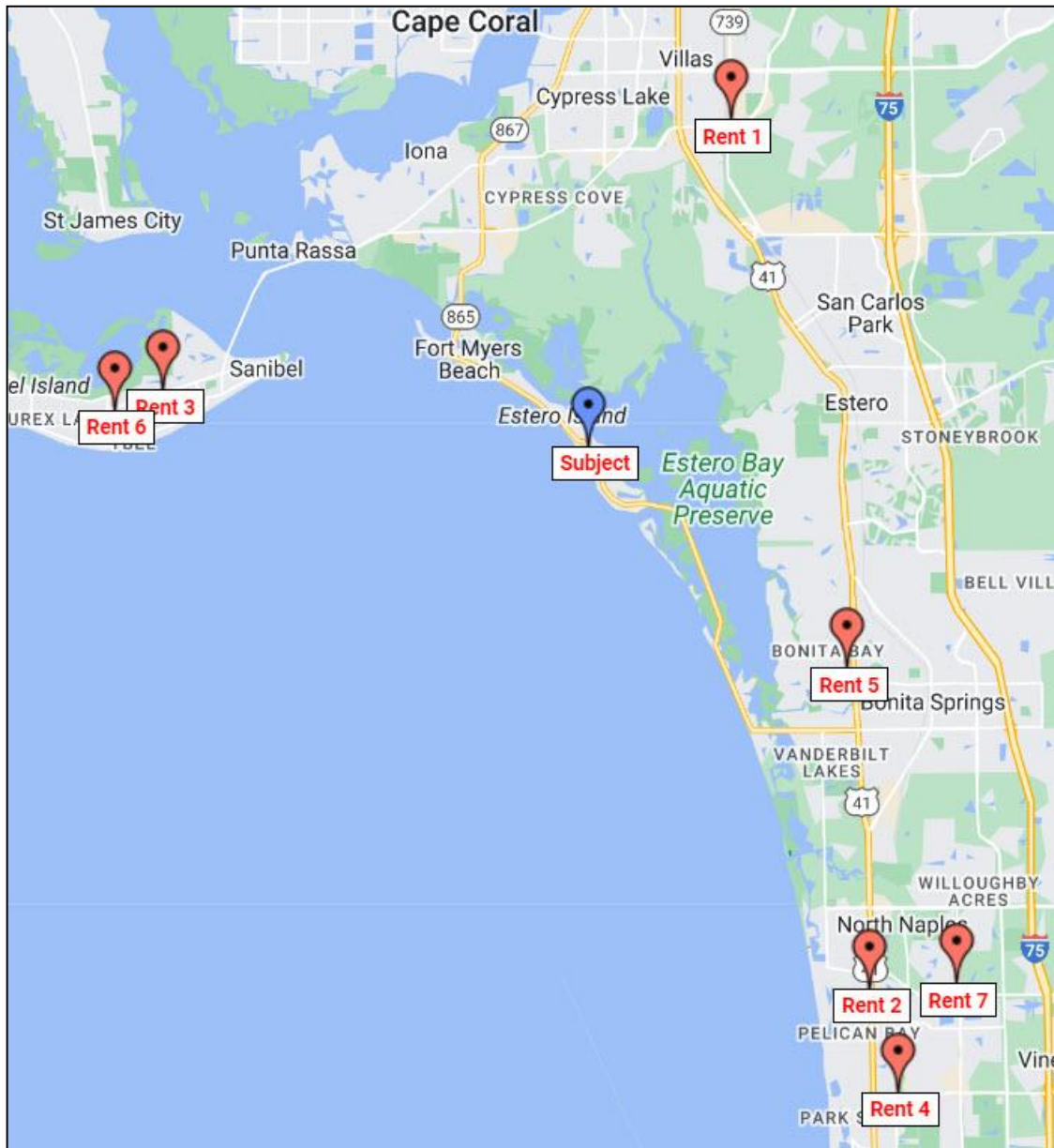
Gross Lease: A gross lease is defined as: *"A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses."*

Net Lease: A net lease is defined as: *"A lease in which the landlord passes on all expenses to the tenant."*

Typically, local tenants of industrial properties are subject to either a modified gross or net lease. In these circumstances the landlord will pay such items as the property taxes and insurance costs and either get reimbursed from the tenant through the rental rate alone (gross lease) or a common area maintenance charge (net lease). When the appraiser analyzes these types of leases, all of the appropriate expenses that are paid for by the landlord must be itemized and included as expenses in the reconstructed operating statement. The offsetting income is included in either the gross lease rate or the common area maintenance charge. In this case the appraiser will use a net lease basis when referring to rental rates. A search of the marketplace was made for similar buildings. The appraisers used rents from comparable office and retail properties for comparison to the subject property.

In the analysis process, a search of the marketplace was made, and the analyst uncovered rents for seven comparable facilities. These rent comparables were compared to each other and to the subject for location, physical characteristics, division of expenses and the use of the property. Please note the rent comparable location map which follows that shows the relative location of each of the rent comparables to that of the subject, followed by rent comparable data sheets.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
Rent Comparable Location Map



Please consider a series of comparable Rental Data Sheets presenting pertinent information for the rent comparables that were analyzed.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
RENT COMPARABLE 1



Property Location:

Address: 14541 Hope Center Loop
Fort Myers, FL 33912

County: Lee

Owner: SCI Hope LLC

Property Name: Hope Preserve

Property Data:

Property Use: Commercial

Building Type: Office

Site Size: 1.332 acres

Parking: Adequate

Corner Influence: No

Access: Average

Visibility: Above Average

Year Built: 2022

Number of Buildings: 1

Number of Stories: 2

Type of Construction: CBS

CNA Data#: 2770

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Gross Area: 21,296 sq. ft.
Rentable Area 6,850 sq. ft.
Condition of Improvements: Excellent
Unit Breakdown: 6,850 sq. ft.

Lease Data:

Lease Type: Actual
Asking/Actual: Triple Net
Beginning Date: Two, 5-year renewal options
Lease Term: 7 years
Gross Rate: \$32.35 per sq. ft.
CAM: \$7.35 per sq. ft.
Net Rate: \$25.00 per sq. ft.
Occupancy: 100%
Lease Concessions: TI of \$50 psf for buildout
Utilities Paid By Landlord: None
Utilities Paid By Tenant: All

Lease Confirmation:

Verification: Shawn Stoneburner - Tenant Rep, 239-489-3600
Verification Appraiser: Zack Kazak, January 16, 2024

Comments: This is an actual rent of an office unit within a multi-tenant office building. The building is located and has frontage along Metro Parkway. Unit 101 has 6,850 square feet of rentable area. The unit was in a grey shell condition. The owner gave the tenant an allowance of \$50 psf to buildout the unit. The tenant signed a 7-year lease that commenced in October 2023 with a base rate of \$25.00 psf NNN with a CAM fee of \$7.35 psf. There are 2.5% annual escalations with two, five-year renewal options. The lease information with the tenant rep

CNA Data# 2770

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
RENT COMPARABLE 2



Property Location:

Address: 8889 Pelican Bay Blvd.
Naples, FL 34108

County: Collier

Owner: Pelican Bay Financial Ctr, LLP

Property Name: Pelican Bay Financial

Property Data:

Property Use: Office

Building Type: Office

Site Size: 4.030 acres

Parking: Adequate

Corner Influence: Yes

Access: Good

Visibility: Good

Year Built: 1995

Number of Buildings: 1

Number of Stories: 5

Type of Construction: CBS/Reinforced concrete

CNA Data# 2614

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Gross Area:	61,145 sq. ft.
Rentable Area	3,789 sq. ft.
Condition of Improvements:	Good
Unit Breakdown:	3,789 sq. ft.

Lease Data:

Lease Type:	NNN
Asking/Actual:	Actual
Beginning Date:	July 2022
Lease Term:	10-years
Gross Rate:	\$45.41 per sq. ft.
CAM:	\$13.41 per sq. ft.
Net Rate:	\$32.00 per sq. ft.
Occupancy:	95%
Lease Concessions:	N/A
Utilities Paid By Landlord:	None
Utilities Paid By Tenant:	All

Lease Confirmation:

Verification:	Dave Wallace, 239-659-1447 X218
Verification Appraiser:	Richard Tyler, February 03, 2023

Comments: This is an actual lease rate for Class A office space in the Pelican Bay Financial Center located on the fourth-floor of a five-story building. The building is upscale with superior-good quality interior finishes in north Naples. Parking is abundant and there is good access from Tamiami Trail (US-41). The lease began in July 2022 with 10-year term and 3% annual escalators.

CNA Data#	2614
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TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
RENT COMPARABLE 3



Property Location:

Address: 1700 Periwinkle Way
Sanibel, FL 33957

County: Lee

Owner: Sanibel 1983, LLC

Property Name: Jerry's Sanibel Retail Shops

Property Data:

Property Use: Commercial

Building Type: Retail

Site Size: 5.875 acres

Parking: 198 spaces

Corner Influence: No

Access: Average

Visibility: Average

Year Built: 1983

Number of Buildings: 1

Number of Stories: 1

Type of Construction: CBS and Wood

CNA Data#: 931

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Gross Area: 44,329 sq. ft.
Rentable Area 4,000 sq. ft.
Condition of Improvements: Above-average
Unit Breakdown: 4,000 sq. ft.

Lease Data:

Lease Type: NNN
Asking/Actual: Actual
Beginning Date: Lease commenced August 2019.
Lease Term: 3 years
Gross Rate: \$35.00 per sq. ft.
CAM: \$11.00 per sq. ft.
Net Rate: \$25.00 per sq. ft.
Occupancy: 95% in market
Lease Concessions: None
Utilities Paid By Landlord: None
Utilities Paid By Tenant: All

Lease Confirmation:

Verification: Megan Shores, tenant, 239-395-1730
Verification Appraiser: Art Paus, February 23, 2022

Comments: This rent comparable is for retail space in the Jerry's Plaza, a retail complex in a pedestrian friendly section of Sanibel Island. The space consists of a retail unit in overall above-average condition. The retail complex has a Caribbean atmosphere that caters to the locals and tourist. This is an actual rent that includes base rate of \$25.00/SF plus CAM of \$10.00/SF. Term is three years. Our file 22-43

CNA Data# 931

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
RENT COMPARABLE 4



Property Location:

Address: 1421 Pine Ridge Road
Naples, FL 34102

County: Collier

Owner: 2600 Quantum, LLC

Property Name: Offices at Magnolia Square

Property Data:

Property Use: Commercial

Building Type: Office

Site Size: 1.952 acres

Parking: Adequate

Corner Influence: No

Access: Above-average

Visibility: Above-average

Year Built: 2006

Number of Buildings: 1

Number of Stories: 3

Type of Construction: CBS

CNA Data#: 2421

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Gross Area: 37,000 sq. ft.
Rentable Area 3,077 sq. ft.
Condition of Improvements: Above-average
Unit Breakdown: 2,165 sq. ft. to 3,320 sq. ft.

Lease Data:

Lease Type: Gross
Asking/Actual: Actual
Beginning Date: December 2021
Lease Term: 5--years
Gross Rate: \$32.54 per sq. ft.
CAM: \$8.54 per sq. ft.
Net Rate: \$24.00 per sq. ft.
Occupancy: 95% in Market
Lease Concessions: N/A
Utilities Paid By Landlord: None
Utilities Paid By Tenant: All

Lease Confirmation:

Verification: Adam Palmer-Listing Agent, 239-898-8686
Verification Appraiser: Richard Tyler, May 26, 2022

Comments: This is an actual rent for good quality office space in the Magnolia Square office development, at the intersection of Goodlette Frank Rd and Pine Ridge Rd in Naples. The development is accessible from both roadways. Lease term is 5-years with renewal options and annual 3% escalators. Asking rents in the building are currently \$28-29 per/SF NNN.

CNA Data# 2421

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
RENT COMPARABLE 5



Property Location:

Address: 26800 S Tamiami Trail
Bonita Springs, FL 34134

County: Lee

Owner: Bonita Bay Club Inc.

Property Name: Bonita Bay Lifestyle Center

Property Data:

Property Use: Office

Building Type: Office Condo

Site Size: 4.691 acres

Parking: Adequate

Corner Influence: No

Access: Average

Visibility: Average

Year Built: 1995

Number of Buildings: 1

Number of Stories: 3

Type of Construction: CBS

CNA Data#: 2717

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Gross Area: 3,379 sq. ft.
Rentable Area 3,379 sq. ft.
Condition of Improvements: Average
Unit Breakdown: 3,379 sq. ft.

Lease Data:

Lease Type: NNN
Asking/Actual: Actual
Beginning Date: N/A
Lease Term: 5 years
Gross Rate: \$26.00 per sq. ft.
CAM: \$9.50 per sq. ft.
Net Rate: \$16.50 per sq. ft.
Occupancy: 95%
Lease Concessions: N/A
Utilities Paid By Landlord: None
Utilities Paid By Tenant: All

Lease Confirmation:

Verification: Brandy Orsine - Premier Commercial,
brandy@premiermail.net
Verification Appraiser: Zack Kazak, September 19, 2023

Comments: This is an actual rent of an office condo unit within a multi-tenant office building that be accessed from Tamiami Trail in Bonita Springs. Unit 360 contains 3,379 square feet of office area that has average quality finishes, and was in below average condition at the time of lease. The tenant signed a 5 year lease with 5% annual escalations that commenced in January 2023.

CNA Data# 2717

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
RENT COMPARABLE 6



Property Location:

Address: 2407 Periwinkle Way #3
Sanibel, FL 33957

County: Lee

Owner: 2407 Periwinkle Sanibel LLC

Property Name: Islander Center

Property Data:

Property Use: Office/Retail

Building Type: Multi-Tenant Retail/Office Center

Parking: Adequate

Corner Influence: No

Access: Average

Visibility: Average

Year Built: 1960

Number of Buildings: 1

Number of Stories: 1

Type of Construction: CBS

CNA Data#: 2741

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Gross Area: 1,452 sq. ft.
Rentable Area 1,452 sq. ft.
Condition of Improvements: Average
Unit Breakdown: 1,452 sq. ft.

Lease Data:

Lease Type: NNN
Asking/Actual: Actual
Beginning Date: N/A
Lease Term: 3 years
Gross Rate: \$30.00 per sq. ft.
CAM: \$8.00 per sq. ft.
Net Rate: \$22.00 per sq. ft.
Occupancy: 95%
Lease Concessions: N/A
Utilities Paid By Landlord: None
Utilities Paid By Tenant: All

Lease Confirmation:

Verification: Nicholas Paulus - Lease Rep, 239-292-3031
Verification Appraiser: Zack Kazak, November 14, 2023

Comments: This is an actual rent of a retail unit within a multi-tenant retail/office center that is accessible from Periwinkle Way. Unit #3 has approximately 1,452 square feet of net area that was utilized as retail. The unit was in average condition prior to the tenant moving in. The triple net lease commenced in June 2022 with 3 year term and 4% annual escalations. The base term is \$22.00 with an additional CAM charge of \$8.00. The lease was verified with the lease rep.

CNA Data# 2741

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES
RENT COMPARABLE 7



Property Location:

Address: 9180 Galleria Court
Naples, FL 34109

County: Collier

Owner: Heart Partners LLC

Property Name: Plaza at the Galleria

Property Data:

Property Use: Office

Building Type: Office Condo

Parking: Adequate

Corner Influence: No

Access: Average

Visibility: Average

Year Built: 2000

Number of Buildings: 1

Number of Stories: 2

Type of Construction: CBS

CNA Data#: 2721

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Gross Area: 12,044 sq. ft.
Rentable Area 1,861 sq. ft.
Condition of Improvements: Above Average
Unit Breakdown: 1,861 sq. ft.

Lease Data:

Lease Type: NNN
Asking/Actual: Actual
Beginning Date: None
Lease Term: 3 years
Gross Rate: \$29.75 per sq. ft.
CAM: \$9.75 per sq. ft.
Net Rate: \$20.00 per sq. ft.
Occupancy: 95%
Lease Concessions: N/A
Utilities Paid By Landlord: None
Utilities Paid By Tenant: All

Lease Confirmation:

Verification: Brandy Orsine - Premier Commercial,
brandy@premiermail.net
Verification Appraiser: Zack Kazak, September 22, 2023

Comments: This is an actual lease rate of an office condo unit within a multi-tenant office building that can accessed from Airport Pulling Road. Unit 800 has approximately 1,861 square feet of rentable area that is in average condition with an average quality interior. The tenant signed a 3-year lease at a rate of \$20.00 psf with 5% annual escalations.

CNA Data# 2721

**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES**

Rent Summary: The range of net rents for the office/retail units similar to the subject ranges from \$16.50 to \$32.00 per square foot with mean and median rates of \$23.50 and \$24.00 respectively.

Rental Analysis							
Rent No.	Address	Rentable Area/SF	Use	Status	Base Rent/SF	CAM/SF	Gross Rate/SF
1	14541 Hope Center Loop	6,850	Office	Actual	\$25.00	\$7.35	\$32.35
2	8889 Pelican Bay Boulevard	3,789	Office	Actual	\$32.00	\$13.41	\$45.41
3	1700 Periwinkle Way	4,000	Retail	Actual	\$25.00	\$11.00	\$36.00
4	1421 Pine Ridge Road	3,077	Office	Actual	\$24.00	\$8.54	\$32.54
5	26800 S Tamiami Trail	3,379	Office	Actual	\$16.50	\$9.50	\$26.00
6	2407 Periwinkle Way	1,452	Retail	Actual	\$22.00	\$8.00	\$30.00
7	9180 Galleria Court	1861	Office	Actual	\$20.00	\$9.75	\$29.75
						Mean	\$23.50
						Median	\$24.00
						Maximum	\$32.00
						Minimum	\$16.50

The rent comparables are located in office and retail buildings that are considered similar to the subject. All of the rentals are located along busy roadways and in areas that command a higher than typical lease rate which is similar to the subject buildings location. The analysts were unable to locate any rentals of office units/buildings on Fort Myers Beach. When analyzing comparable rentals, the search was expanded to include office buildings that are located in highly desirable locations such as along major roadways and desirable areas such as Naples and Sanibel.

The buildings and units are in overall average to above-average condition with average to above-average quality interior finishes. All of the comparables allow general office and/or retail use. The subject building was vacant at the time of the inspection. Considering the subject's desirable location, above-average condition, interior build-out, design and appeal, we considered a variable market net rental rate for the subject building at \$25.00 per square feet with an additional CAM charge. The subject property will utilize a CAM charge of \$8.55 per square foot based on the estimated expenses.

Market Rate Analysis

In order to estimate the fee simple value for the subject property via the Income Approach, the direct capitalization technique was applied. The steps of this technique are summarized as follows:

Estimate the Potential Gross Income of the property.

- Add any additional income from sources other than rent.
- Subtract the typical annual amount of income that will not be collected because of vacancies and collection problems.
- The result is the Effective Gross Income.
- Subtract from the Effective Gross Income, applicable operating expenses and reserves for the replacement of short-lived items (if market specified).
- The result is the Net Operating Income.
- Develop a direct capitalization rate by dividing the known Net Operating Expenses of properties that have sold that are comparable to the subject property by the selling price of the comparable sale. Reconcile them into one rate appropriate for the subject property.
- Divide the Net Operating Income of the property being appraised by the appropriate capitalization rate which gives an indicated value of the property via the Income Approach

Gross Potential Income

We will first estimate the income earning potential of the subject improvements. Potential gross income is equal to the rental income plus any additional income generated by the property. Utilizing the market rate of \$25.00 per square foot, the subject property will produce a potential gross income of \$449,000. There is an additional CAM charge of \$8.55 per square foot or \$153,558. The total potential gross income for the subject property is \$602,558.

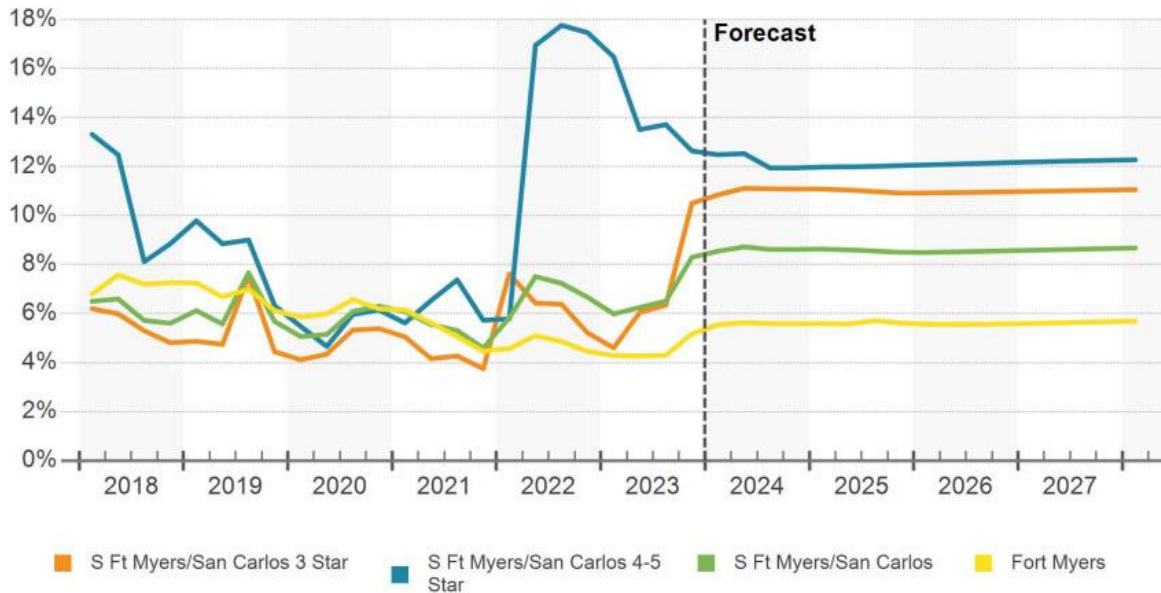
The effective gross income is estimated next. This is calculated by subtracting the vacancy and collection loss from the potential gross income. Vacancy and collection loss is defined as: *“A deduction from gross potential income (PGI) made to reflect income reductions due to vacancies, tenant turnover, and nonpayment of rent; also called vacancy and credit loss or vacancy and contingency loss.”*

Vacancy and collection loss is estimated using market derived data and local surveys for specific occupancies within specific market areas such as:

- Market derived data
- Published surveys
- Personal observation

To determine an appropriate vacancy rate for the subject, we utilized an analysis of office space located within the South Fort Myers/San Carlos office submarket. According to CoStar, the trend in vacancy rates in the subject's submarket has been generally declining within the last five years. Please note the vacancy rate for office space from the last six years. The average vacancy rate for the South Fort Myers/San Carlos office submarket area for retail space has averaged 8.4% as provided by CoStar.

VACANCY RATE



We considered a vacancy and collection loss rate of 5.0% appropriate for the subject considering the historical occupancy, the market trend, and current occupancy rate of the subject with the current below market rates. We considered the overall trend in vacancies for office space. The vacancy and collection rate, 5.0%, is multiplied times the potential gross income, \$602,558 to obtain the annual vacancy and collection loss of \$30,128. As mentioned, once the vacancy and collection loss has been determined, that value is subtracted from the potential gross income (PGI) to arrive at the effective gross income (EGI) of \$572,430.

Expense Analysis:

Financial information on the subject property was requested with no expenses provided. We also utilized known expenses from other office properties in our files for comparison purposes. The fixed expenses in this analysis include property taxes and insurance. We previously estimated property taxes of \$57,573 (see page 38). The insurance expense has been estimated at \$1.50 per square foot or \$26,940 annually. Total fixed expenses are estimated at \$84,513.

Variable expenses include management fees (8% of the effective gross income) which are estimated at \$45,794. Maintenance and repairs are estimated at \$0.50 per square foot or \$8,980 annually. Landscaping is approximately \$400 per month or \$4,800 annually. A reserve for replacement is estimated at \$0.25 per square foot or \$4,490. Legal and miscellaneous is estimated at \$5,000 annually. The total variable expenses are estimated at \$69,064.

Total operating expenses are equal to \$153,577 or \$8.55 per square foot which is equivalent to 26.83% of the Effective Gross Income. This is in line with the typical range associated with these types of properties.

The following chart displays expense comparables from our files for properties in the Lee County market.

Expense Comparables						
	No. 1		No. 2		No. 3	
Date	2020		2021		2022	
Property Type	Office/Retail		Office		Retail	
Net Rentable Area	8,000		4,150		2,990	
Year Built	1986		2007		2013	
Location	Naples		Naples		Naples	
Occupancy	100%		90%		100%	
Base Rent Revenue	\$147,600	\$18.45	\$61,171	\$14.74	\$68,023	\$22.75
- Vacancy	-\$8,561	5.80%	-\$2,508	4.10%	-\$3,469	5.10%
Effective Gross Revenue	\$139,039	\$17.38	\$58,663	\$14.14	\$64,553	\$21.59
Real Estate Taxes	\$14,337	\$1.79	\$6,412	\$1.55	\$5,367	\$1.79
Insurance	\$8,455	\$1.06	\$3,785	\$0.91	\$3,500	\$1.17
Management	\$5,800	4.2%	\$3,447	5.9%	\$2,950	4.6%
Maintenance/Landsc.	\$6,875	\$0.86	\$4,104	\$0.99	\$5,900	\$1.97
Reserves	\$2,000	\$0.25	\$1,000	\$0.24	\$1,000	\$0.33
Total Expenses	\$37,467	26.9%	\$18,748	32.0%	\$18,717	29.0%
Net Operating Income	\$101,572	73.1%	\$39,915	68.0%	\$45,836	71.0%

The net operating income is equal to the effective gross income (EGI) of \$572,430 less operating expenses of \$153,577 results in net operating income of \$418,853 (NOI). The property value is estimated by dividing the net operating income by the overall capitalization rate.

We will next estimate the Overall Capitalization Rate by utilizing two methods: 1) Market derived from the improved sales noted later in this report and 2) Published Sources and realtors.

- 1) Sales Comparable Market Derived:** By estimating the net operating income for these sales and dividing this into the sales price equals the estimated overall capitalization rate for that sale. Please note the following spreadsheet which presents the data and analysis for the market derived capitalization rate.

Overall Capitalization Rate Market Analysis

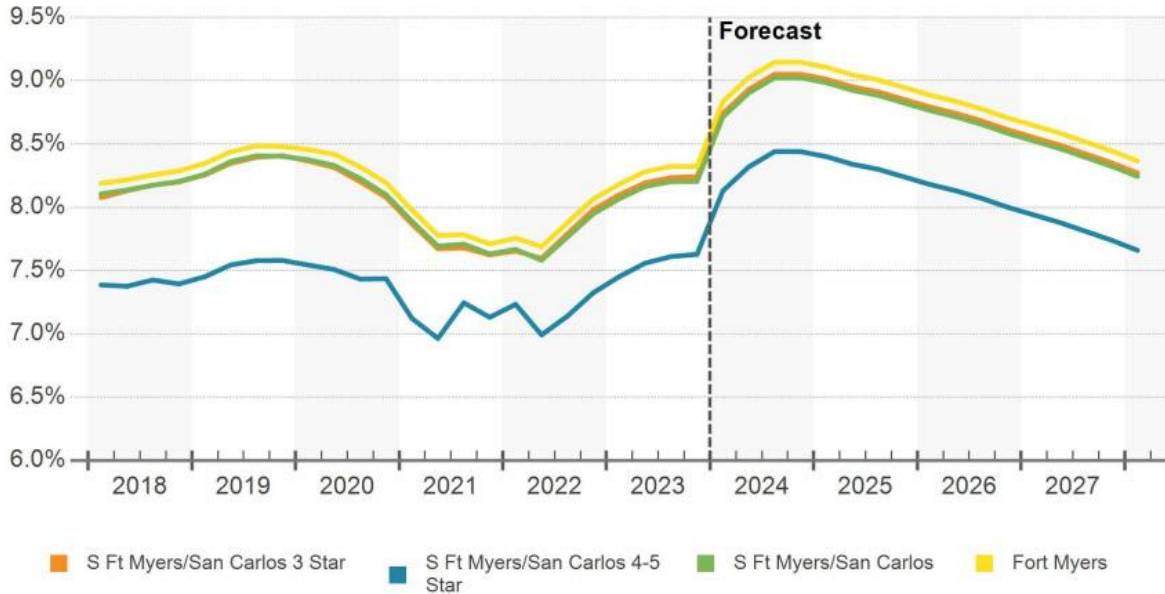
Sale No.	Location/Address	Sale Date	Sale Price	NOI	CAP Rate
1	15055 SW 122nd Avenue	June 16, 2023	\$4,600,000	\$252,908	5.50%
2	3301 Bonita Beach Road SW	June 2, 2023	\$14,360,000	\$894,095	6.23%
3	7349 Merchant Court	April 25, 2023	\$4,650,000	\$325,500	7.00%
4	3945 W Atlantic Avenue	January 31, 2023	\$4,100,000	\$238,830	5.83%
				Mean	6.14%
				Median	6.03%
				Maximum	7.00%
				Minimum	5.50%

Utilizing comparable sales from our files, the market derived capitalization rates for the above improved sales had a range of 5.50% to 7.00% with mean and median values of 6.14% and 6.03% respectively.

2). Published Sources

In the South Fort Myers/San Carlos office submarket overall capitalization rates for office properties have been steadily declining. A CoStar Analytical Analysis of the South Fort Myers/San Carlos office submarket as of January 2024 indicated a cap rate of 7.3%. A technical analysis of the Costar Cap Rate chart below shows that cap rates are slowly rising.

MARKET CAP RATE



Based on this information and with equal consideration given to the comparable sales in our files and the location of the subject, it is our opinion an appropriate capitalization rate for the subject to be 7.00%. By dividing the net operating income of \$418,853 by the overall capitalization rate of 7.00%, we arrive at the estimated “As Complete” value of \$5,983,614.

Less Cost of Reovation

The subject property is currently undergoing a renovation. The entire ground level is in an unfinished shell condition with areas of the first level without drop ceilings and/or flooring. The owner was unable to provide renovation estimates due to the owner being in the process of collecting estimate quotes.

On the first level there is 2,370 square feet that does not have drop ceiling or flooring installed at the time of the inspection. There is also 125 square feet of area that is missing carpet flooring. In order to conclude to an “As Is” value of the subject property renovation costs must be subtracted from the “As Complete” value. Marshall Swift was utilized to determine the cost to partially renovate the first level of the subject building. Section 45 pg. 2 identifies a replacement cost of \$19.00 per square foot to install drop ceilings which when multiplied by area of 2,370 square feet equals \$45,030. Carpet flooring and padding was estimated at \$6.68 per square foot (Section 45 pg. 2) and when multiplied by the area of 2,370 square feet equates to \$15,831. There is also 125 square feet of area that requires carpet flooring which equates to \$835.00. The entire ground level of the subject building requires a renovation to install an interior office finish. Marshall Swift estimates an average office buildout cost of \$88.50 per square foot (Section 15 pg. 34). The ground level has 3,804 square feet of net area, and when multiplied by the buildout cost of \$88.50 per square foot this equates to \$336,654.

**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES**

Site improvements also require a renovation which includes the fencing and landscaping. Marshall Swift estimates the replacement cost of the fencing at \$8,850 and the landscaping at \$37,120. The total replacement cost of the site improvements equals \$45,970. Adding the total building renovation cost of \$398,350 to the renovation cost of the site improvements of \$45,970 equals a total renovation cost of \$444,321.

The total cost of the renovation of \$444,321 is subtracted from the "As Complete" value of \$5,983,614 to equal an "As Is" value of \$5,539,294 or \$5,540,000 rounded. Please see the following page for the Cost Approach in tabular form.

Value Estimate by Direct Capitalization

Income Breakdown			Net Rentable SF		Gross Income	
6231 Estero Boulevard			17,960			
Potential Gross Income						
Rentable Income	\$25.00	X	17,960	=	\$	449,000
Additional Income - CAM Fee charge	\$8.55	X	17,960	=	\$	153,558
Total Potential Gross Income						
					\$	602,558
Less: Vacancy and Collection Loss	5.00%	X	\$	602,558	=	\$ (30,128)
Effective Gross Income						
					\$	572,430
Less: Estimated Expenses						
Fixed Expenses						
Property Taxes;			\$	57,573	=	\$ 57,573
Insurance;			\$	26,940	=	\$ 26,940
Total Fixed Expenses						
					\$	84,513
Variable Expenses						
Management;	8.0%	X	\$	572,430	=	\$ 45,794
Maintenance/repairs;	17,960	X	\$	0.50	=	\$ 8,980
Landscaping					=	\$ 4,800
Reserve for Replacement	17,960	X	\$	0.25	=	\$ 4,490
Miscellaneous Legal Expenses					=	\$ 5,000
Total Variable Expenses						
					\$	69,064
Less: Total Operating Expenses						
					\$	(153,577)
Expenses as a percentage of the Effective Gross Income						
	\$	153,577	/	\$	572,430	= 26.83%
Net Operating Income						
					\$	418,853
Capitalization Rate						
	7.00%					
Estimated Value						
	\$	418,853	/	0.0700	=	\$ 5,983,614
Less Cost of Renovation						
					\$	(444,321)
"As Is" Value						
					\$	5,539,294
Rounded						
					\$	5,540,000

VALUE ESTIMATE BY THE SALES COMPARISON APPROACH

Sales Comparison Approach is defined as: *"The process of deriving a value indication for the subject property by comparing sale of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available."*

The Sales Comparison Approach involves the direct comparison of sales and listings of similar properties, adjustments for variances, and correlation of the results into a property value indication. Adjustments to the sale prices of competitive properties selected for comparison are considered as they relate to the subject and to the various dissimilar investment features.

There are a number of indicators of value that could be used for this analysis including sale price per square foot of building area with land. This indicator is calculated by dividing the sale price of the comparable by the building area which equals the sale price per square foot of building area. This technique is most useful when comparable land values and/or land to building ratios are consistent. The sale price per square foot of building area with land value will be used in this analysis.

In the analysis process, a search of the marketplace was made and the analyst uncovered four sales.

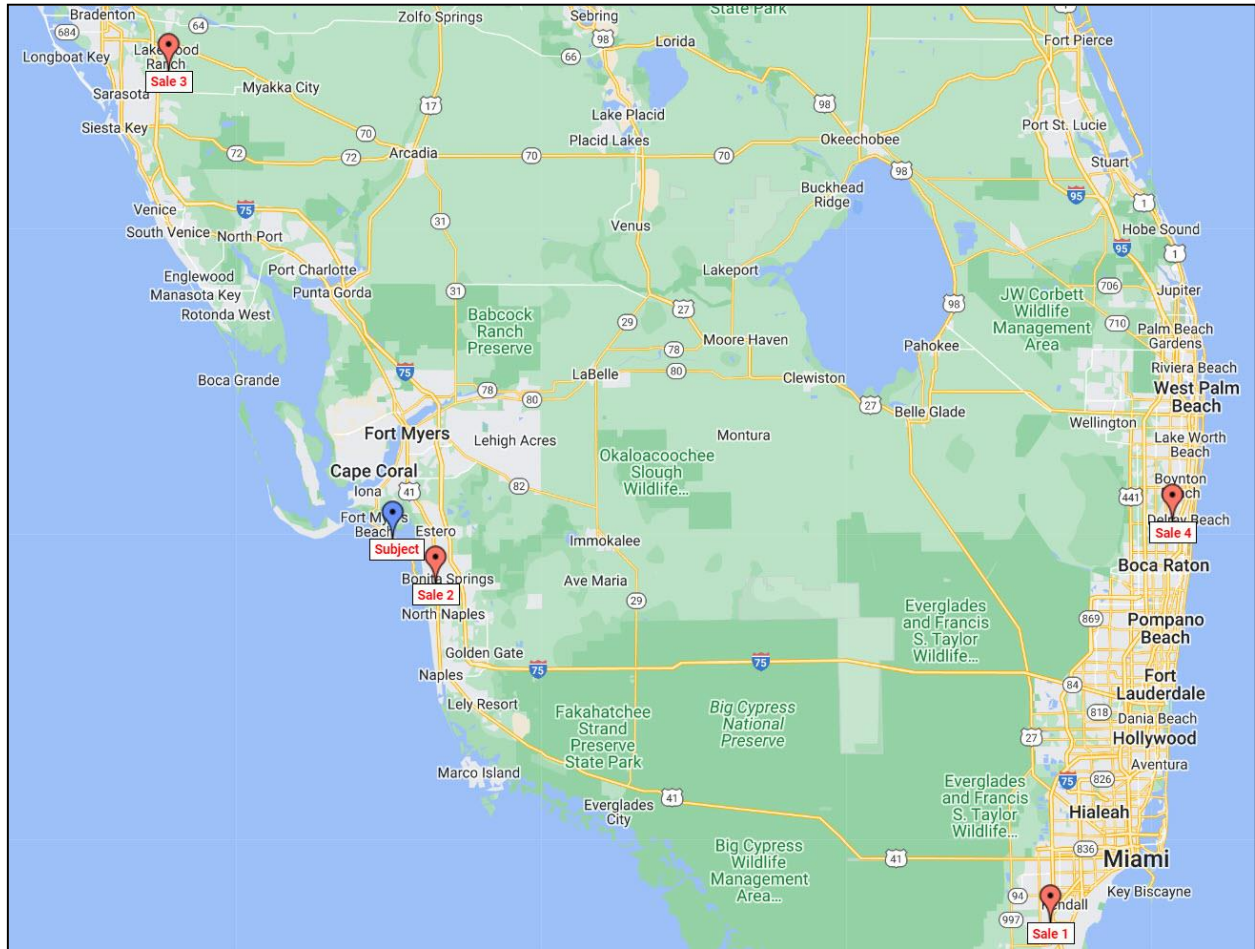
The properties are compared to each other and to the subject. In this analysis, the appraiser considered the property rights, financing terms, conditions of sale, expenditures immediately after sale, and the market conditions surrounding each sale. Quantitative adjustments were then made to each sale for each of these properties as warranted. These "base adjustments" are made in this specific sequence and are therefore cumulative in nature.

In addition to the base adjustments, the relevant physical properties of each sale are considered and compared with those of the subject. Each property is judged similar, inferior, or superior relative to that of the subject. For size differences larger, smaller and similar will be utilized. After completion of the analysis and adjustment process, each of the properties is provided with an overall property rating as compared to the subject. From this information the appraiser will estimate the appropriate value per square foot for the subject and multiply it by the subject's improvement square footage to determine market value.

The following map indicates the locations of the sales deemed most comparable to the subject.

**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES**

COMPARABLE IMPROVED SALES MAP



Please note the following Improved Sales Sheets which provide the pertinent data for each comparable sale as well as a photograph.

COMPARABLE 1



Property Reference:

Property Type:	Commercial
Address:	15055 SW 122nd Avenue Miami, FL 33186
County:	Miami-Dade
Sale Date:	June 16, 2023
Sale Price:	\$4,600,000
Recording:	33785/1267
Interest Conveyed:	Fee Simple
Deed Type:	Warranty Deed
Financing:	Seller financing
Grantor:	15055 LLC
Grantee:	South 15055 LLC
STRAP/ID:	30-5924-005-0050

Site Data:

Site Dimensions:	N/A
Site Size:	69,260 square feet, 1.590 acres
Utilities:	Full Public
Access:	Above Average
Zoning:	BU-2
CNA File#	3574

Improvement Data:

Building Type:	Office
Year Built:	1984
Number of Buildings:	1
Number of Stories:	1
Type of Construction:	CBS
Quality:	Average
Building Condition:	Above Average
Effective Age (yrs):	15
Gross Building Area (sf):	10,969
Net Building Area (sf):	9,727
Land to Building Ratio:	6.31:1

Financial Analysis:

Sale Price:	\$4,600,000
Conditions of Sale:	Arm's Length
Exp. Immed. After Sale:	\$0
Adjusted Sale Price:	\$4,600,000
Price per Net SF:	\$472.91
Potential Gross Income:	\$389,090
Vacancy and Collection Loss:	\$19,455
Effective Gross Income:	\$369,635
Operating Expenses:	\$116,727
Net Operating Income:	\$252,908
Overall Rate:	5.50%

Sale Confirmation:

Verification:	Doris Parham - Listing Broker, 305-542-6560
Verifying Appraiser:	Zack Kazak, January 16, 2024
Sale History:	No prior sales within 3 years

Comments:

This is the sale of an office building that is located in Miami. The Class C office building was previously utilized as an office building for an attorney. The building was in overall above average condition with an average to above average interior. Prior to the sale, the building was partially renovated due to a fire. There was no deferred maintenance. There was no FF&E included in the sale. There is a 3-car pass through non air-conditioned garage which was utilized as storage and parking. The property was originally listed at \$7,000,000 and over 6 months that the property was marketed the listing price decreased and then sold for \$4,600,000. Information was verified with the broker. This was an arm's length transaction. Income and expenses are market derived.

CNA Data # 3574

COMPARABLE 2



Property Reference:

Property Type:	Commercial
Address:	3301 Bonita Beach Road SW Bonita Springs, FL 34134
County:	Lee
Property Name:	Beachway Professional Center
Sale Date:	June 02, 2023
Sale Price:	\$14,360,000
Recording:	Instr#2023000199025
Interest Conveyed:	Leased Fee
Deed Type:	Warranty Deed
Financing:	Cash to Seller
Grantor:	Klinger Properties B LLC
Grantee:	Tamiami Investments LTD
STRAP/ID:	04-48-25-B2-00026.0020 & .0010

Site Data:

Site Dimensions:	N/A
Site Size:	378,885 square feet, 8.698 acres
Utilities:	Full Public Available
Access:	Average
Zoning:	C-1A
CNA File#	3502

Improvement Data:

Building Type:	Multi-Tenant Retail/Office Center
Year Built:	2001
Number of Buildings:	1
Number of Stories:	3
Type of Construction:	CBS
Quality:	Above Average
Building Condition:	Above Average
Effective Age (yrs):	10
Gross Building Area (sf):	69,442
Net Building Area (sf):	66,330
Land to Building Ratio:	5.46:1

Financial Analysis:

Sale Price:	\$14,360,000
Conditions of Sale:	Arm's Length
Exp. Immed. After Sale:	\$0
Adjusted Sale Price:	\$14,360,000
Price per Net SF:	\$216.49
Potential Gross Income:	\$1,429,900
Gross Income Multiplier:	10.04
Vacancy and Collection Loss:	\$71,495
Effective Gross Income:	\$1,358,405
EGIM:	10.57
Operating Expenses:	\$464,310
Net Operating Income:	\$894,095
Overall Rate:	6.23%

Sale Confirmation:

Verification:	Dave Wallace - Listing Agent, 239-659-1447
Verifying Appraiser:	Zack Kazak, September 21, 2023
Sale History:	No prior sales within 3 years

Comments:

This is the sale of a multi-tenant office building that is formally known as the Beachway Professional Center. The property has average access from Bonita Beach Road SW. The overall condition of the building is excellent with an above average quality with no renovations needed prior to closing. As of the date of sale the property was 95% occupied with 29 tenants. This results in an NOI of \$897,500 with a CAP rate of 6.25%. The average NNN rental rate was \$15.00 psf. The property was listed for approximately 4 months.
CNA Data # 3502

COMPARABLE 3



Property Reference:

Property Type:	Commercial
Address:	7349 Merchant Court Sarasota, FL 34240
County:	Sarasota
Sale Date:	April 25, 2023
Sale Price:	\$4,650,000
Recording:	Instr#2023070095
Interest Conveyed:	Leased Fee
Deed Type:	Warranty Deed
Financing:	Conventional
Grantor:	Ice Nine LP
Grantee:	CMA3 LLC
STRAP/ID:	0187070003

Site Data:

Site Size:	58,370 square feet, 1.340 acres
Utilities:	Full Public
Access:	Average
Zoning:	PCD
CNA File#	3575

Improvement Data:

Building Type:	Office
Year Built:	2001
Number of Buildings:	1
Number of Stories:	1
Type of Construction:	CBS
Quality:	Above Average
Building Condition:	Above Average
Effective Age (yrs):	10
Gross Building Area (sf):	11,894
Net Building Area (sf):	11,314
Land to Building Ratio:	4.91:1

Financial Analysis:

Sale Price:	\$4,650,000
Conditions of Sale:	Arm's Length
Exp. Immed. After Sale:	\$0
Adjusted Sale Price:	\$4,650,000
Price per Net SF:	\$411.00
Potential Gross Income:	\$444,307
Gross Income Multiplier:	10.47
Vacancy and Collection Loss:	\$21,157
Effective Gross Income:	\$423,150
EGIM:	10.99
Operating Expenses:	\$97,650
Net Operating Income:	\$325,500
Overall Rate:	7.00%

Sale Confirmation:

Verification:	Barry Seidel - Broker, 941-923-0535
Verifying Appraiser:	Zack Kazak, January 16, 2024
Sale History:	Previously sold on 11/23/21 for \$2,700,000

Comments:

This is the sale of a two-tenant office building that is located in Sarasota. The building has 11,314 square feet of net area and was constructed in 2001. The building was in above average condition with an above average interior buildout with no deferred maintenance. The building was leased at the time of sale, and the broker stated that the reported CAP rate was very close to 7.00%. This was a private sale and sold for the list price. This was an arm's length transaction. The income is generated based off a 7.00% CAP rate with estimated expenses.
CNA Data # 3575

COMPARABLE 4



Property Reference:

Property Type:	Office
Address:	3945 W Atlantic Avenue Delray Beach, FL 33445
County:	Palm Beach
Sale Date:	January 31, 2023
Sale Price:	\$4,100,000
Recording:	34102/24
Interest Conveyed:	Fee Simple
Deed Type:	Warranty Deed
Financing:	Conventional
Grantor:	Pinetree Partner Investments LLC
Grantee:	KMG Holdings LLC
STRAP/ID:	12-43-46-18-33-002-0000

Site Data:

Site Size:	89,577 square feet, 2.056 acres
Utilities:	Full Public
Access:	Average
Zoning:	Planned Office Center
CNA File#	3572

Improvement Data:

Building Type:	Office
Year Built:	1988
Number of Buildings:	1
Number of Stories:	1
Type of Construction:	CBS
Quality:	Above Average
Building Condition:	Above Average
Effective Age (yrs):	15
Gross Building Area (sf):	14,132
Net Building Area (sf):	14,132
Land to Building Ratio:	6.34:1

Financial Analysis:

Sale Price:	\$4,100,000
Conditions of Sale:	Arm's Length
Exp. Immed. After Sale:	\$0
Adjusted Sale Price:	\$4,100,000
Price per Net SF:	\$290.12
Potential Gross Income:	\$367,432
Gross Income Multiplier:	11.16
Vacancy and Collection Loss:	\$18,372
Effective Gross Income:	\$349,060
EGIM:	11.75
Operating Expenses:	\$110,230
Net Operating Income:	\$238,830
Overall Rate:	5.83%

Sale Confirmation:

Verification:	William Cunningham - Broker, 561-856-7982
Verifying Appraiser:	Zack Kazak, January 15, 2023
Sale History:	No prior sales within 3 years

Comments:

This is the sale of a Class B office building that is located along W Atlantic Avenue in Delray Beach. The building was vacant at the time of sale. The interior finishes were above average quality with the building being in above average condition with no deferred maintenance. At the time of sale there was not a sprinkler system installed. Office equipment including cubicles, desks, and chairs were included in the sale and were not given a contributory value. The seller wanted to sell all of the furnishings in one sale due to him selling his business. The property was listed for approximately 1 year at an original list price of \$4,900,000. The owner wanted a quick sale and accepted the offer of \$4,100,000. This was an arm's length transaction. Income and expenses are market derived.

CNA Data # 3572

**TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES**

Improved Sales Adjustment Analysis - Quantitative					
Criteria	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Location	6231 Estero Boulevard Fort Myers Beach	15055 SW 122nd Avenue Miami	3301 Bonita Beach Road SW Bonita Springs	7349 Merchant Court Sarasota	3945 W Atlantic Avenue Delray Beach
Recording	-	33785/1267	Instr#2023000199025	Instr#2023070095	34102/24
Sales Price	-	\$4,600,000	\$14,360,000	\$4,650,000	\$4,100,000
Sale/Appraisal Date	January 11, 2024	June 16, 2023	June 2, 2023	April 25, 2023	January 31, 2023
Net Building Area (sf)	17,960	9,727	66,330	11,314	14,132
Year Built	2007	1984	2001	2001	1988
Effective Age (yrs)	15	15	10	10	15
Condition	Average	Above Average	Above Average	Above Average	Above Average
Site Area (sf)	21,736	69,260	378,885	58,370	89,577
Land to Building Ratio	3.07:1	6.31:1	5.46:1	4.91:1	6.34:1
Sale Price per Square Foot	-	\$472.91	\$216.49	\$411.00	\$290.12
Transactional Adjustments					
Property Rights	Fee Simple	Fee Simple	Leased Fee	Leased Fee	Fee Simple
Financing	-	Seller financing	Cash to Seller	Conventional	Convenetional
Conditions of Sale	-	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Expenditures Immediately after Sale	-	\$0	\$0	\$0	\$0
Market Conditions	-	\$0	\$0	\$0	\$0
Adjusted Sale Price	-	\$4,600,000	\$14,360,000	\$4,650,000	\$4,100,000
Adjusted Sale Price per sq. ft.	-	\$472.91	\$216.49	\$411.00	\$290.12
Physical Properties					
Location	Fort Myers Beach	Miami	Bonita Springs	Sarasota	Delray Beach
Quality	Average	Average	Average	Above Average	Above Average
Effective Age (yrs)	15	15	10	10	15
Condition	Average	Above Average	Above Average	Above Average	Above Average
Net Building Area (sf)	17,960	9,727	66,330	11,314	14,132
Land to Building Ratio	3.07:1	6.31:1	5.46:1	4.91:1	6.34:1
Miscellaneous					
Physical Property Adjustments					
Location		0%	0%	0%	0%
Quality		0%	0%	-5%	0%
Effective Age (yrs)/Condition		0%	0%	0%	0%
Net Building Area (sf)		-10%	25%	-10%	0%
Land to Building Ratio		-5%	0%	0%	-5%
Miscellaneous		0%	0%	0%	0%
Overall Percentage of Adjustments		-15%	25%	-15%	-5%
Final Adjusted Sale Price per Sq. Ft.		\$401.97	\$270.61	\$349.35	\$275.61

Improved Sales Discussion: Following will be a brief discussion of each of the comparables utilized in this analysis to estimate the market value for the subject property.

Real Property Rights Conveyed: *“An element of comparison in the sales comparison approach; comparable sales can be adjusted for the effect of differences in the real property rights (fee simple, leased fee, leasehold, easements, or other encumbrances, etc.) involved in the transactions being compared.”* In this analysis the property rights conveyed were leased fee and fee simple, no adjustments were necessary.

Financing Terms: *“The manner in which a transaction was financed; an element of comparison in the sales comparison approach whereby comparable properties can be adjusted for the influence of differences between a transaction’s financing terms and those assumed in the valuation of a subject property.”* In this analysis the transactions were either market financed, cash to the seller, or seller financing was provided at market terms requiring no adjustments.

Conditions of Sale: *“An element of comparison in the sales comparison approach; comparable properties can be adjusted for differences in the motivations of either the buyer or a seller in a transaction.”* In this analysis the transactions were all at “arms-length” including no conditions of sale. No adjustments were necessary.

Expenditures Immediately after Sale: *“An element of comparison in the sales comparison approach; comparable properties can be adjusted for any additional investment (e.g., curing deferred maintenance) that the buyer needed to make immediately after purchase for the properties to have similar utility to the subject property being valued.”* No adjustments were made to this category.

Market Conditions: *“An element of comparison in the sales comparison approach; comparable properties can be adjusted for differences in the points in the real estate cycle at which the transactions occur. Sometimes called a time adjustment because the differences in dates of sale are often compared, although the usage can be misleading because property values do not change merely as the result of the passage of time.”*

The sale dates of the comparables took place from January 2023 (Sale Four) through June 2023 (Sale One). While we know values have fluctuated in the past four to five years, we have limited evidence regarding the rate of decline or increase during 2023 through the present. Therefore, no adjustments were warranted.

Physical Characteristics: Next the sales were considered and compared with one another and the subject for physical characteristics. These include location, construction quality, year built, condition, net building area, and land to building ratio. The sales presented adequately bracketed all features of the subject.

Location: The subject is located along Estero Boulevard on Fort Myers Beach. The location is desirable with high average daily traffic counts. The comparables were selected for their locations in desirable locations which is reflecting in the sale price. No adjustments were made to the comparables being deemed similar in location.

Construction Quality: The subject was considered to have an average quality CBS construction. Sale Three was adjusted downward 5% for the superior interior quality. The remaining comparables are deemed similar in quality.

Effective Age/Condition: The subject improvements were built in 2007 with an effective age of approximately 15 years and is regarded to be in average condition. The comparables are deemed to be in similar condition to the subject and therefore were not adjusted.

Net Building Area: Typically, as the building area increases the unit value decreases (larger buildings sell for less per/SF than smaller buildings). The subject office building has a total 17,960 square feet of net building area. The comparables ranged in size from 9,727 square feet (Sale One) to 66,330 square feet (Sale Two). Sales One and Three were adjusted downward 10% each for the smaller/superior net building area. Sale Two was adjusted upward 25% for the larger/inferior net building area. Sale Four was not adjusted.

Land-to-Building Ratio: The subject has a land to building ratio of 3.07 to 1. A high land-to-building ratio reflects more site area for parking as it relates to the building area. Sales One and Four were each adjusted 5% downward for the larger/superior land to building ratio. Sales Two and Three were not adjusted.

Final Analysis

A summary of the sale price data presented above is shown in tabular form below.

Estimated Values - Adjusted	
Maximum	\$401.97
Minimum	\$270.61
Mean	\$324.39
Median	\$312.48

The comparable sales range of adjusted price per square foot is from \$270.61 to \$401.97 with mean and median values of \$324.39 and \$312.48. When electing the comparables most similar to the subject, it is our opinion that Sales Three and Four are regarded as most similar to the subject due to overall quality, condition, and net building area. A concluded value should be in line with the comparables that were given the most weight in the analysis. A concluded per square foot value of \$330.00 per square foot will be applied to the subject property. The concluded value of \$330.00 per square foot is slightly above the mean and median values of all of the comparables. When multiplying the net area of 17,960 square foot by the concluded per unit value of \$330.00 equals a value of \$5,926,800.

Less Cost of Reovation

The subject property is currently undergoing a renovation. The entire ground level is in an unfinished shell condition with areas of the first level without drop ceilings and/or flooring. The owner was unable to provide renovation estimates due to the owner being in the process of collecting estimate quotes.

On the first level there is 2,370 square feet that does not have drop ceiling or flooring installed at the time of the inspection. There is also 125 square feet of area that is missing carpet flooring. In order to conclude to an "As Is" value of the subject property renovation costs must be subtracted from the "As Complete" value. Marshall Swift was utilized to determine the cost to partially renovate the first level of the subject building. Section 45 pg. 2 identifies a replacement cost of \$19.00 per square foot to install drop ceilings which when multiplied by area of 2,370 square feet equals \$45,030. Carpet flooring and padding was estimated at \$6.68 per square foot (Section 45 pg. 2) and when multiplied by the area of 2,370 square feet equates to \$15,831. There is also 125 square feet of area that requires carpet flooring which equates to \$835.00. The entire ground level of the subject building requires a renovation to install an interior office finish. Marshall Swift estimates an average office buildout cost of \$88.50 per square foot (Section 15 pg. 34). The ground level has 3,804 square feet of net area, and when multiplied by the buildout cost of \$88.50 per square foot this equates to \$336,654. Site improvements also require a renovation which includes the fencing and landscaping. Marshall Swift estimates the replacement cost of the fencing at \$8,850 and the landscaping at \$37,120. The total replacement cost of the site improvements equals \$45,970. Adding the total building renovation cost of \$398,350 to the renovation cost of the site improvements of \$45,970 equals a total renovation cost of \$444,321.

The total cost of the renovation of \$444,321 is subtracted from the "As Complete" value of \$5,926,800 to equal an "As Is" value of \$5,482,479 or \$5,480,000 rounded.

Section 6 – Reconciliation of Value

Summary of Value Conclusions

Cost Approach	\$5,580,000
Income Approach	\$5,540,000
Sales Comparison Approach	\$5,480,000

The Cost Approach is based upon the principle of substitution, which states that a prudent purchaser would not pay more for a property than the amount required to purchase a similar site and construct similar improvements without undue delay, producing a property of equal desirability and utility. Due to rising construction costs for new construction as well as the unique characteristics of the subject property the Cost Approach was utilized.

The Income Approach was used to develop a value estimate for the subject utilizing the direct capitalization technique. The subject's rental market was surveyed; and comparable rentals were selected to illustrate the current state of the subject's office market. The strength of this approach is the timeliness of the rental data. The overall capitalization rate was derived from the financial analysis of the comparable sales and published capitalization rates. The vacancy rate was developed with the aid of published local surveys and market data provided by well-respected commercial real estate data sources. All data was deemed reliable, the income approach provides a good indication of the value of the subject based on its income stream.

The Sales Comparison Approach used similar properties in the market area. Four improved sales were utilized in estimating the per unit sales price for properties that are commercial office in nature. We compared the sales to one another and specifically to the subject. On a quantitative basis an appropriate value per square foot was selected and applied to the subject's net building area to produce a value estimate.

In reconciliation, all of the approaches are given consideration with the most weight given to the Cost Approach. Due to the rising construction costs associated with the construction of office buildings as well as the desirable and unique location on Fort Myers Beach, the Cost Approach is the best indicator of value. The subject property is a multi-tenant office building. This type of commercial property is purchased by investors seeking an acceptable rate of return on their investment. The Cost Approach utilized up to date construction costs with depreciation applied. The Income Approach utilized existing leases, rental data extracted from the market, applicable discount rates and terminal cap rates. The Sales Comparison Approach utilized office properties in locations, similar to the subject. Based on these considerations, most weight was applied to the Cost Approach with secondary weight given to the Income Approach and Sales Comparison Approach.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Based on market conditions existing as of the effective date of appraisal, and in consideration of the property as it existed on this date, subject to extraordinary assumptions noted, it is our opinion the subject property warranted a fee simple "As Is" market value as of January 11, 2024 of:

FIVE MILLION FIVE HUNDRED AND SIXTY THOUSAND DOLLARS(\$5,560,000.00).

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.



Michael Jonas, MAI, AI-GRS, CCIM
State-certified general real estate appraiser RZ2623



Zachary Kazak
State-registered trainee appraiser RI24996

Section 7 – Certification and Limiting Conditions

Certification of Michael Jonas, MAI, AI-GRS, CCIM

I certify to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.⁷
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, as well as the requirements of the State of Florida relating to review by its duly authorized representatives. This report also conforms to the requirements of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Michael Jonas has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

- As of the date of this report, Michael Jonas has completed the continuing education program for Designated Members of the Appraisal Institute.
- Michael Jonas has completed the requirements of education for registration through the State of Florida is current until November 30, 2024.
- Michael Jonas has not made a personal inspection of the property that is the subject of this report.
- Although other appraisers may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy are maintained at all times with regard to this assignment without conflict of interest.
- Michael Jonas is in compliance with the Competency Provision in the USPAP as adopted in FIRREA 1989 and has sufficient education and experience to perform the appraisal of the subject property.
- Michael Jonas has not appraised the subject in the last three years. He has not provided any other services related to the property in the last three years.
- Zachary Kazak, Registered Appraiser Trainee License: RI24996, contributed twenty five hours relating to development, research, inspection, and writing of this report.
- I, the supervisory appraiser of a registered appraiser trainee who contributed to the development or communication of this appraisal, hereby accepts full and complete responsibility for any work performed by the registered appraisal trainee named in this report as if it were my own work.

Based on market conditions existing as of the effective date of appraisal, and in consideration of the property as it existed on this date, subject to extraordinary assumptions noted, it is our opinion the subject property warranted a fee simple "As Is" market value as of January 11, 2024 of:

FIVE MILLION FIVE HUNDRED AND SIXTY THOUSAND DOLLARS(\$5,560,000.00).

Respectfully submitted,



Michael Jonas, MAI, AI-GRS, CCIM
State-certified general real estate appraiser RZ2623

Certification of Zachary Kazak

I certify to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is our personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, as well as the requirements of the State of Florida relating to review by its duly authorized representatives. This report also conforms to the requirements of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).
- Zachary Kazak has completed the requirements of the continuing education program of the Appraisal Institute. Certification is current through November 30, 2024.
- Zachary Kazak has made a personal inspection of the property that is the subject of this report.
- No one has provided significant real property appraisal assistance to the persons signing this report
- Although other appraisers may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy are maintained at all times with regard to this assignment without conflict of interest.

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

- Zachary Kazak is in compliance with the Competency Provision in the USPAP as adopted in FIRREA 1989 and has sufficient education and experience to perform the appraisal of the subject property.
- Zachary Kazak has not appraised the subject in the last three years. He has not provided any other services related to the property in the last three years.

Based on market conditions existing as of the effective date of appraisal, and in consideration of the property as it existed on this date, subject to extraordinary assumptions noted, it is our opinion the subject property warranted a fee simple "As Is" market value as of January 11, 2024 of:

FIVE MILLION FIVE HUNDRED AND SIXTY THOUSAND DOLLARS (\$5,560,000.00).

Respectfully submitted,



Zachary Kazak
State-registered trainee appraiser RI24996

General Assumptions & Limiting Conditions

Information Used: No responsibility is assumed for accuracy of information furnished by others or from others, including the client, its officers and employees, or public records. We are not liable for such information or for the work of contractors, subcontractors and engineers. The comparable data relied upon in this appraisal has been confirmed with one or more parties familiar with the transaction unless otherwise noted; all are considered appropriate for inclusion to the best of my factual judgment and knowledge.

Certain information upon which the opinions and values are based may have been gathered by research staff working with the appraiser. Names, professional qualifications and extent of their participation can be furnished to the client upon request.

Legal, Engineering, Financial, Structural or Mechanical Nature, Hidden Components, Soil: No responsibility is assumed for matters legal in character or nature nor matters of survey, nor of any architectural, structural, mechanical or engineering nature. No opinion is rendered as to the legal nature or condition of the title to the property, which is presumed to be good and marketable. The property is appraised assuming it is free and clear of all mortgages, liens or encumbrances, unless otherwise stated in particular parts of this report.

The legal description is presumed to be correct, but I have not confirmed it by survey or otherwise. I assume no responsibility for the survey, any encroachments or overlapping or other discrepancies that might be revealed thereby.

I have inspected, as far as possible by observation, the land thereon; however, it was not possible to personally observe conditions beneath the soil or hidden; as a result, no representation is made herein as to such matters unless otherwise specifically stated. The estimated market value assumes that no such conditions exist that would cause a loss of value. I do not warrant against the occurrence of problems arising from any of these conditions. It is assumed that there are no hidden or unapparent conditions to the property, soil, subsoil or structures, which would render them more or less valuable. No responsibility is assumed for any such conditions or for any expense or engineering to discover them.

Information relating to the location or existence of public utilities has been obtained through inquiry to the appropriate utility authority, or has been ascertained from visual evidence. No warranty has been made regarding the exact location or capacities of public utility systems. Subsurface oil, gas or mineral rights were not considered in this report unless otherwise stated.

Legality of Use: The appraisal is based on the premise that there is or will be full compliance with all applicable Federal, State and local environmental regulations and laws, unless otherwise stated in the report; and that all appropriate zoning, building and use regulations and restrictions of all types have been or will be complied with and required licenses, consent, permits or other authority, whether local, State, Federal and/or private, have been or can be obtained or renewed for the use intended and considered in the value estimate.

Component Values: The distribution of the total valuation of this report between land and improvements applies only under the proposed program of utilization. The separate valuations of land and buildings must not be used in conjunction with any other appraisal, and are invalid if so used.

A report related to an estate that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest, plus the value of all other fractional interests, may or may not equal the value of the entire fee simple estate considered as a whole.

A report relating to the geographic portion of a larger property applies only to such geographic portion and should not be considered as applying with equal validity to other portions of the larger property or tract. The value for such geographic portions, plus the value of all other geographic portions, may or may not equal the value of the entire property or tract considered as a single entity.

All valuations in the report are applicable only under the estimated program of the highest and best use and are not necessarily appropriate under other programs of use.

Auxiliary and Related Studies: No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made by us unless otherwise specified in this report or in my agreement for services. I reserve the unlimited right to alter, amend, revise or rescind any of these statements, findings, opinions, values, estimates or conclusions upon any subsequent study or analysis or previous study or analysis that subsequently becomes available to us.

Dollar Values, Purchasing Power: The value estimates and the costs used herein are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the United States dollar as of the date of value estimate.

Inclusions: Furnishings and equipment or business operations, except as otherwise specifically indicated, have been disregarded, with only the real estate being considered.

Proposed Improvements Conditioned Value: For the purpose of this appraisal, on- or off-site improvements proposed, if any, as well as any repairs required, are considered to be completed in a good and workmanlike manner according to information submitted and/or considered by us. In cases of proposed construction, the report is subject to change upon inspection of the property after construction is complete. The estimate of value, as proposed, is as of the date shown, as if completed and operating at levels shown and projected.

Value Change, Dynamic Market Influences: The estimated value is subject to change with market changes over time. Value is highly related to interest rates, exposure, time, promotional effort, supply and demand, terms of sale, motivation and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property both physically and economically in the marketplace.

The estimate of value in this report is not based in whole or in part upon race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

In the event this appraisal includes the capitalization of income, the estimate of value is a reflection of such benefits and my interpretation of income and yields and other factors which were derived from general and specific market information. Such estimates are made as of the date of the estimate of value. As a result, they are subject to change, as the market is dynamic and may naturally change over time. The date upon which the value estimate applies is only as of the date of valuation, as stated in the letter of transmittal. The appraisal assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinion stated herein.

An appraisal is the product of a professionally trained person, but nevertheless is an opinion only, and not a provable fact. As a personal opinion, a valuation may vary between appraisers based upon the same facts. Thus, the appraiser warrants only that the value conclusions are his best estimate as of the date of valuation. There are no guaranties, either written or implied, that the property would sell for the expressed estimate of value.

Title Review: Unless otherwise stated, the appraiser has not reviewed an abstract of title relating to the subject property. No title search has been made, and the reader should consult an attorney or title company for information and data relative to the property ownership and legal description. It is

assumed that the subject title is marketable, but the title should be reviewed by legal counsel. Any information given by the appraiser as to a sales history is information that the appraiser has researched; to the best of my knowledge, this information is accurate, but not warranted.

Management of the Property: It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management over the entire life of the property. If prudent and competent management and ownership are not provided, this would have an adverse effect upon the value of the property appraised.

Confidentiality: We are not entitled to divulge the material (evaluation or valuation) content of this report and analytical findings or conclusions, or give a copy of this report to anyone other than the client or his designee, as specified in writing, except as may be required by the Appraisal Institute, as they may request in confidence for ethic enforcement, or by a court of law with the power of subpoena.

All conclusions and opinions concerning the analyses as set forth herein are prepared by the appraisers whose signatures appear. No change of any item in the report shall be made by anyone other than the appraiser, and the firm shall have no responsibility if any such unauthorized change is made.

Whenever our opinion herein with respect to the existence or absence of fact is qualified by the phrase or phrases "to the best of our knowledge", "it appears" or "indicated", it is intended to indicate that, during the course of our review and investigation of the property, no information has come to our attention which would give us actual knowledge of the existence or absence of such facts.

The client shall notify the appraiser of any error, omission or invalid data herein within 10 days of receipt and return of the report, along with all copies, to the appraiser for corrections prior to any use whatsoever. Neither our name nor this report may be used in connection with any financing plans which would be classified as a public offering under State or Federal Security Laws.

Copies, Publication, Distribution, Use of Report: Possession of this report, or any copy thereof, does not carry with it the right of publication, nor may it be used for other than its intended use. The physical report remains the property of the firm for the use of the client, with the fee being for the analytical services only. This report may not be used for any purpose by any person or corporation other than the client or the party to whom the report is addressed. Additional copies may not be made without the written consent of an officer of the firm, and then only in its entirety.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations effort, news, sales or other media without my prior written consent and approval of the client.

It has been assumed that the client or representative thereof, if soliciting funds for his project, has furnished to the user of this report complete plans, specifications, surveys and photographs of land and improvements, along with all other information which might be deemed necessary to correctly analyze and appraise the subject property.

Authentic Copies: Any copy that does not have original signatures of the appraiser is unauthorized and may have been altered and, therefore, is considered invalid.

Testimony, Consultation, Completion of Contract for Appraisal Services: A contract for appraisal, consultation or analytical services is fulfilled and the total fee payable upon completion of the report. The appraisers or those assisting in the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part, nor will they be asked or required to engage in post appraisal consultation with client or third parties except under separate and special arrangement and at an additional fee.

Any subsequent copies of this appraisal report will be furnished on a cost plus expenses basis, to be negotiated at the time of request.

Limit of Liability: Liability of the firm and the associates is limited to the fee collected for preparation of the appraisal. There is no accountability or liability to any third party.

Fee: The fee for this appraisal or study is for the service rendered, and not for time spent on the physical report. The acceptance of the report by the client takes with it the agreement and acknowledgement that the client will pay the negotiated fee, whether said agreement was verbal or written. The fee is in no way contingent on the value estimated.

Special Limiting Conditions: The Americans with Disabilities Act became effective January 26, 1992. Notwithstanding any discussion of possible readily achievable barrier removable construction items in this report, Carlson, Norris and Associates, has not made a specific compliance survey and analysis of this property to determine whether it is in conformance with the various detailed requirements of the A.D.A. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the A.D.A. could reveal that the property is not in compliance with one or more of the requirements of the A.D.A.; If so, this fact could have a negative effect on the value estimated herein. Since Carlson, Norris and Associates has no specific information relating to this issue, nor is Carlson, Norris and Associates qualified to make such an assessment, the effect of any possible noncompliance with the requirements of the A.D.A. was not considered in estimating the value of the subject property.

This analysis is made in conformity with the requirements with the Uniform Standards of Professional Appraisal Practice and the Standards of Professional Conduct of the Appraisal Institute.

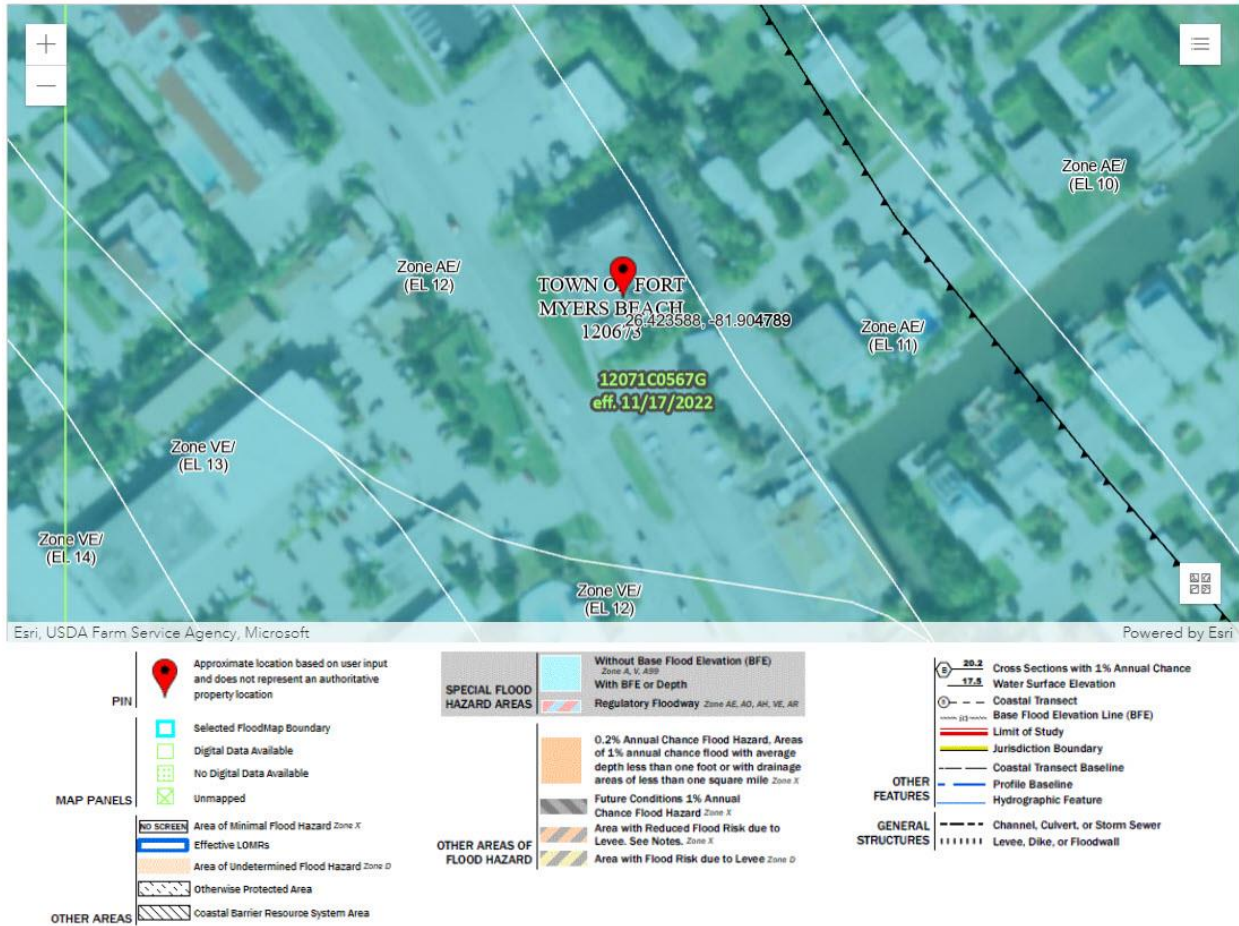
Please note the following extraordinary assumptions:

- A soil analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soil report, it is a specific assumption that the site has adequate soils to support the highest and best use. The analyst is not an expert in area of soils, and would recommend that an expert be consulted.
- It is assumed that there are no hidden or unapparent conditions to the property, soil, or subsoil, which would render them more or less valuable. Subsurface oil, gas or mineral rights were not considered in this report unless otherwise stated. The analyst is not an expert with respect to subsurface conditions, and would recommend that an expert be consulted.
- It is assumed that there are no hazardous materials either at ground level or subsurface.
- None were noted during the property inspection. The analyst is not an expert in the evaluation of site contamination, and would recommend that an expert be consulted. It is assumed the rental information including expenses furnished by the owner is accurate and applicable as of the effective date of this report.

Section 8 – Addenda

TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

Flood Map



TOWN OF FORT MYERS BEACH
CARLSON, NORRIS & ASSOCIATES

APPRAISERS' LICENSES

LICENSE FOR MICHAEL JONAS, MAI, AI-GRS

 Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

JONAS, MICHAEL PAUL
1919 COURTNEY DRIVE STE 14
FORT MYERS FL 34109

LICENSE NUMBER: RZ2623
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com



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LICENSE FOR ZACHARY KAZAK

 Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE REGISTERED TRAINEE APPRAISER HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

KAZAK, ZACHARY DAVID
1534 RANSOM STREET
FORT MYERS FL 33901

LICENSE NUMBER: RI24996
EXPIRATION DATE: NOVEMBER 30, 2024
Always verify licenses online at MyFloridaLicense.com



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**QUALIFICATIONS OF MICHAEL P. JONAS, MAI, AI-GRS, CCIM
STATE-CERTIFIED GENERAL REAL ESTATE APPRAISER RZ2623**

EDUCATION:

University of Central Florida - 1999 BSBA – Finance

PROFESSIONAL EDUCATION:

Appraisal Institute: National USPAP Update Course, 2012, 2014, 2016, 2020, 2022
Appraisal Institute: 2018 Legislative VALUEvent , 2018
Appraisal Institute: Advanced Income Capitalization, 2003
Appraisal Institute: Advancing the Appraisal Profession, 2019
Appraisal Institute: Analyzing Distressed Real Estate, 2007
Appraisal Institute: Appraisal Laws and Rules, 2000, 2002, 2004, 2020, 2022
Appraisal Institute: Appraisal Report Writing, 2005
Appraisal Institute: Artificial Intelligence, AVMS, 2019
Appraisal Institute: Business Practice and Ethics, 2012, 2016, 2019, 2020
Appraisal Institute: Capital Reserve Studies 2022
Appraisal Institute: Central Florida Real Estate Forum, 2022
Appraisal Institute: Desktop Appraisals 2020
Appraisal Institute: Evaluations for Commercial and Residential Appraisers, 2022
Appraisal Institute: FL State Law for Real Estate Appraisers, 2004
Appraisal Institute: Florida Appraisal Laws and Rules, 2012, 2014, 2016
Appraisal Institute: Florida Real Estate Valuation, 2011
Appraisal Institute: Florida State Law for Real Estate Appraisers, 2006
Appraisal Institute: Fundamentals of Separating Real Estate, 2012
Appraisal Institute: Insurance Appraisal, 2011
Appraisal Institute: National USPAP Update Course, 2000, 2002, 2004, 2006, 2008, 2010, 2012
Appraisal Institute: Real Estate Damages, 2011
Appraisal Institute: Reappraising, Readdressing, Reassigning, 2007
Appraisal Institute: Review Involving Appraisals by Multiple Appraisers, 2022
Appraisal Institute: Review Theory – General, 2014
Appraisal Institute: Roles/Responsibilities Supervisor/Trainee, 2006, 2008
Appraisal Institute: Specialty Appraisal Continued Education, 2000, 2002, 2004, 2006, 2008, 2012, 2014, 2016 2020, 2022
Appraisal Institute: State Law for Real Estate Appraisers, 2008, 2010, 2012
Appraisal Institute: The Appraiser as an Expert Witness, 2016
Appraisal Institute: The Paperless Real Estate Appraisal Office, 2022
Appraisal Institute: Trial Components, 2016
Appraisal Institute: Uniform Appraisal Standards for Federal Land Acquisitions, 2007
Bert Rodgers: Continuing Real Estate Education, 2004, 2006, 2021
Bob Hogue: CE for Florida Real Estate Professionals, 2016
CCIM Institute: Financial Analysis Commercial Investment, 2008
CCIM Institute: Financial Analysis for Commercial, 2008
CCIM Institute: Investment Analysis Commercial Investment, 2009
CCIM Institute: Investment Analysis Commercial, 2009
CCIM Institute: Market Analysis Commercial Investment, 2008
CCIM Institute: User Decision Analysis Commercial Industrial, 2009
CLE International: Eminent Domain, 2006
Cooke: CE for Real Estate Professionals, 2015
DPBR: FREAB Board Meeting, 2007
Larson Educational Services: Core Law, 2010
McKissock: Supervisor – Trainee Course for Florida, 2019
NABOR Ethics Training: 2004, 2008, 2012, 2016

EXPERIENCE:

1999 – 2000 Clayton, Roper & Marshall Orlando, FL
2000 – 2001 Chapman & Associates Sarasota, FL
2001 – 2008 Coast Engineering Consultants, Inc Naples, FL
2008 – 2009 Orion Bank. Naples, FL
2009 – 2011 Iberia Bank Naples, FL
2011 – 2014 Integra Realty Resources Naples, FL
2014 – 2016 Capstone Valuation Advisors, LLC Naples, FL
2016 – 2019 MPJ Real Estate Services, Inc. Naples, FL
2019 – Present Carlson, Norris & Associates Fort Myers & Naples, FL

PROFESSIONAL MEMBERSHIP:

Appraisal Institute, Member (MAI / AI-GRS) No. 12480
Certified Commercial Investment Member, CCIM No. 18275 Certification,
State Certified General Appraiser RZ2623 Member, Naples Area Board of Realtors
State of Florida, Registered Real Estate Broker BK700992

Properties appraised include: subdivisions, retail centers, motels, commercial buildings, industrial buildings, warehouses, mobile home parks, professional offices, medical offices, office/warehouse condominiums, single family homes, duplexes, apartment projects, individual condominium projects, residential lots, acreage, wetlands, special use properties, ranches, conservation easements hotels, marinas, mixed-use subdivisions, regional malls, gas stations, self-storage facilities and eminent domain cases.

Appraisal clients include: banks, savings and loan associations, attorneys, corporations, builders, developers, mortgage companies, insurance companies, home transfer companies, private individuals, and local, state and federal government agencies.
Qualified as an expert witness in Monroe and Collier County Circuit Court

**QUALIFICATIONS OF ZACHARY D. KAZAK
REGISTERED TRAINEE APPRAISER RI24996**

EDUCATION:

Edward Waters College – Bachelor of Business Administration – Management

PROFESSIONAL EDUCATION:

Basic Residential Appraisal Principles – November 2020

Basic Residential Appraisal Procedures – December 2020

Residential Property Inspection for Appraisers - 2022

Florida Appraisal Law – 2020, 2022

National USPAP Update – 2020, 2022

Florida Appraisal Laws and Regulations – 2022

Income Approach Overview – 2022

Cost Approach Overview - 2022

National Appraising for Supervisor and Trainee – December 2020

EXPERIENCE:

2021-Present: Carlson, Norris and Associates, Inc.
Fort Myers, Florida

PROFESSIONAL MEMBERSHIP:

Certification State-Registered Trainee Appraiser RI24996

Properties appraised/assisted include: retail centers, commercial buildings, industrial buildings, warehouses, professional offices, medical offices, office/warehouse condominiums, vacant commercial land, vacant industrial land, special use properties, and other miscellaneous properties.

Commercial Contract

FLORIDA ASSOCIATION OF REALTORS®



1* **1. PURCHASE AND SALE:** the Town of Fort Myers Beach, Florida ("Buyer")

2* agrees to buy and 6231 Estero LLC ("Seller")

3* agrees to sell the property described as: Street Address:

4* 6231 Estero Boulevard, Fort Myers Beach, Florida 33931

5* Legal Description:

6* See Exhibit "A"

7* and the following Personal Property:

8* All current fixtures and materials, (lighting, furniture, storm panels as well as excess building materials)

9 (all collectively referred to as the "Property") on the terms and conditions set forth below. **The "Effective Date" of this Contract is**
10 **the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract.** Time periods of 5
11 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a
12 Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

13* **2. PURCHASE PRICE:** \$ 7000000.00

14* (a) Deposit held in escrow by Attorneys' Title Fund Services \$ 5000.00

15* (b) Additional deposit to be made within _____ days from Effective Date \$ _____

16* (c) Total mortgages (as referenced in Paragraph 3) \$ _____

17* (d) Other: _____ \$ _____

18* (e) Balance to close, subject to adjustments and prorations, to be made with cash, locally drawn \$ _____
19 certified or cashier's check or wire transfer.

20* **3. THIRD PARTY FINANCING:** Within _____ days from Effective Date ("Application Period"), **Buyer** will, at **Buyer's** expense, apply for

21* third party financing in the amount of \$ _____ or _____% of the purchase price to be amortized over a period of _____

22* years and due in no less than _____ years and with a fixed interest rate not to exceed ☐ _____% per year or variable interest rate not

23* to exceed ☐ _____% at origination with a lifetime cap not to exceed _____% from initial rate, with additional terms as follows:

24* N/A

25 **Buyer** will pay for the mortgagee title insurance policy and for all loan expenses. **Buyer** will timely provide any and all credit,

26 employment, financial and other information reasonably required by any lender. **Buyer** will notify **Seller** immediately upon obtaining

27 financing or being rejected by a lender. If **Buyer**, after diligent effort, fails to obtain a written commitment within _____ days from

28 Effective Date ("Financing Period"), **Buyer** may cancel the Contract by giving prompt notice to **Seller** and **Buyer's** deposit(s) will be

29 returned to **Buyer** in accordance with Paragraph 9.

30* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is page 1 of 5 Pages.

31* **4. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed
32* ☐ other _____, free of liens, easements and encumbrances of record or known to Seller,
33 but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any
34* other matters to which title will be subject) _____;
35* _____;
36* provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as
37* public building _____.

38* **(a) Evidence of Title:** Seller will, at (check one) ☐ Seller's ☐ Buyer's expense and within _____ days ☐ from Effective Date
39* ☐ prior to Closing Date ☐ from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)
40* ☐ a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in
41 the amount of the purchase price for fee simple title subject only to exceptions stated above.
42* ☒ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
43 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as
44 a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format
45 acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all
46 documents recited in the prior policy and in the update.

47 **(b) Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title
48 defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper
49* written notice and Seller cures the defects within 30 days from receipt of the notice ("Curative Period"). If the defects are
50 cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may
51 elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are
52 not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to
53 elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in
54 purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract
55 charges and title examination.

56 **(c) Survey:** (check applicable provisions below)
57* ☒ Seller will, within 30 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and
58* engineering documents, if any, and the following documents relevant to this transaction: _____
59* _____, prepared for Seller or in Seller's
60 possession, which show all currently existing structures.
61* ☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title evidence,
62 obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the
63* Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing
64* encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

65 **(d) Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

66 **(e) Possession:** Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

67* **5. CLOSING DATE AND PROCEDURE:** This transaction will be closed in _____ Lee _____ County, Florida on
68* or before the July 8, 2024 or within 120 days from Effective Date ("Closing Date"), unless otherwise extended
69* herein. ☐ Seller ☒ Buyer will designate the closing agent. Buyer and Seller will, within 120 days from Effective Date, deliver to
70 Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender
71 requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

72 **(a) Costs:** Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed.
73 Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge
74 any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

75 **(b) Documents:** Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll,
76 tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of
77 the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information
78 regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors
79 authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth
80 facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer
81 will provide the closing statement, mortgages and notes, security agreements and financing statements.

82* Buyer (____) (____) and Seller (____) (____) acknowledge receipt of a copy of this page, which is page 2 of 5 Pages.

83* (c) **Taxes, Assessments, and Prorations:** The following items will be made current and prorated ☒ as of Closing Date
84* ☐ as of _____: real estate taxes, bond and assessment payments assumed by **Buyer**, interest,
85* rents, association dues, insurance premiums acceptable to **Buyer**, operational expenses and _____.
86 If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due
87 allowance being made for improvements and exemptions. **Seller** is aware of the following assessments affecting or potentially
88* affecting the Property: _____.
89 **Buyer** will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the
90 improvement is substantially completed as of Closing Date, in which case **Seller** will be obligated to pay the entire assessment.
91 (d) **FIRPTA Tax Withholding:** The Foreign Investment in Real Property Act ("FIRPTA") requires **Buyer** to withhold at closing a
92 portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if **Seller** is a "foreign person" as defined
93 by the Internal Revenue Code. The parties agree to comply with the provisions of FIRPTA and to provide, at or prior to closing,
94 appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required
95 and **Buyer** does not have cash sufficient at closing to meet the withholding requirement, **Seller** will provide the necessary funds
96 and **Buyer** will provide proof to **Seller** that such funds were properly remitted to the I.R.S.

97* **6. ESCROW:** **Buyer** and **Seller** authorize Attorneys' Title Fund Services
98* Telephone: _____ Facsimile: _____ Address: _____
99* _____ to act as "Escrow Agent"
100* to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow
101* Agent will deposit all funds received in ☐ a non-interest bearing escrow account ☒ an interest bearing escrow account with
102* interest accruing to Town of Fort Myers Beach with interest disbursed (check one) ☒ at closing
103* ☐ at _____ intervals. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow
104 Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually
105 agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the
106 escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon
107 notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items
108 previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter
109 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or
110 interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with
111 such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor
112 of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to **Buyer** or **Seller** of
113 escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

114 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary
115 wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties
116 other than marketability of title. By accepting the Property "as is," **Buyer** waives all claims against **Seller** for any defects in the
117 property. (Check (a) or (b))
118* ☒ (a) **As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.
119* ☒ (b) **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 90 days from Effective Date ("Due Diligence Period"),
120 determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of
121 the Property as specified in Paragraph 4. During the Due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and
122 investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering,
123 architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
124 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional
125 growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
126 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems
127 appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** shall deliver written notice
128 to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable.
129 **Buyer's** failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition.
130 **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence
131 Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the
132 Property and conduct Inspections at their own risk. **Buyer** shall indemnify and hold **Seller** harmless from losses, damages, costs,
133 claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of
134 any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien
135 being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** shall
136 repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of
137 the Inspections, and (2) **Buyer** shall, at **Buyer's** expense, release to **Seller** all reports and other work generated as a result of the
138 Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit shall be
139 immediately returned to **Buyer** and the Contract terminated.

140* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is page 3 of 5 Pages.

141 (c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties,
142 conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all
143 Property is on the premises.

144 (d) **Disclosures:**

145 1. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient
146 quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state
147 guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained
148 from your county public health unit.

149 2. **Energy Efficiency:** **Buyer** may have determined the energy efficiency rating of the building, if any is located on the Real
150 Property.

151 8. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** **Seller** will continue to operate the Property and any business
152 conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the
153 Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or
154* **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

155 9. **RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and
156 **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in
157 accordance with applicable Florida laws and regulations.

158 10. **DEFAULT:**

159 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title
160 marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek specific performance. If
161 **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the brokerage fee.

162 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s)
163 paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in
164 full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Seller** retains the
165 deposit, **Seller** will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained
166 by **Seller** (to be split equally among the Brokers) up to the full amount of the brokerage fee.

167 11. **ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, ~~the prevailing party,~~
168 ~~which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs and~~
169 ~~expenses.~~ **each party will bear their own attorney's fees, costs and expenses.**

170 12. **BROKERS:** Neither **Buyer** nor **Seller** has utilized the services of, or for any other reason owes compensation to, a licensed
171 real estate Broker other than:

172* (a) **Listing Broker:** Kevin L. Henderson _____,
173* who is ☒ an agent of Waterfront Properties _____ ☐ a transaction broker ☐ a nonrepresentative
174* and who will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☐ other (specify)
175* _____
176* _____
177* _____

178* (b) **Cooperating Broker:** _____,
179* who is ☐ an agent of _____ ☐ a transaction broker ☐ a nonrepresentative
180* and who will be compensated by ☐ **Buyer** ☐ **Seller** ☐ both parties pursuant to ☐ an MLS or other offer of compensation to a
181* cooperating broker ☐ other (specify)
182* _____
183* _____
184* _____

185 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries,
186 introductions, consultations and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker
187 harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and
188 from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2)
189 enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Buyer** or
190 **Seller**, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services
191 provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of **Buyer** or **Seller**.

192* 13. **ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not assignable
193* ☐ is assignable. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This Contract is binding upon **Buyer**, **Seller**
194 and their heirs, personal representatives, successors and assigns (if assignment is permitted).

195* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is page 4 of 5 Pages.

196 **14. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):
197* ☐ Arbitration ☐ Seller Warranty ☐ Existing Mortgage
198* ☐ Section 1031 Exchange ☒ Coastal Construction Control Line ☐ Other _____
199* ☐ Property Inspection and Repair ☒ Flood Area Hazard Zone ☐ Other _____
200* ☒ Seller Representations ☐ Seller Financing ☐ Other _____

201 **15. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of
202 this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents
203 referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for
204 all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail
205 over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue
206 to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any
207 written notice to any party's agent will be deemed delivery to that party. ****The parties agree to Addendum 1 attached hereto.**

208 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY**
209 **PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE**
210 **IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE,**
211 **INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF**
212 **TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND**
213 **OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
214 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC**
215 **RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY**
216 **SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY**
217 **CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

218* **DEPOSIT RECEIPT:** Deposit of \$ _____ by ☐ _____ check ☐ other _____ received on
219* _____, _____ by _____
220 _____ *Signature of Escrow Agent*

221 **OFFER:** **Buyer** offers to purchase the Property on the above terms and conditions. Unless acceptance is signed by **Seller** and a
222* signed copy delivered to **Buyer** or **Buyer's** agent no later than 9:00 ☒ a.m. ☐ p.m. on April 15, 2024,
223 **Buyer** may revoke this offer and receive a refund of all deposits.

224* Date: _____ **BUYER:** _____ Tax ID No: _____
225* Title: _____ Telephone: _____ Facsimile: _____
226* Address: _____

227* Date: _____ **BUYER:** _____ Tax ID No: _____
228* Title: _____ Telephone: _____ Facsimile: _____
229* Address: _____

230* **ACCEPTANCE:** **Seller** accepts **Buyer's** offer and agrees to sell the Property on the above terms and conditions (☐ subject to the
231 attached counter offer).

232* Date: _____ **SELLER:** _____ Tax ID No: _____
233* Title: _____ Telephone: _____ Facsimile: _____
234* Address: _____

235* Date: _____ **SELLER:** _____ Tax ID No: _____
236* Title: _____ Telephone: _____ Facsimile: _____
237* Address: _____

238* **Buyer** (____) (____) and **Seller** (____) (____) acknowledge receipt of a copy of this page, which is page 5 of 5 Pages.

The Florida Association of REALTORS makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS and who subscribe to its Code of Ethics. The copyright laws of the United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Exhibit "A"

A lot or parcel of land lying in Sections 33 and 34, Township 46 South, Range 24 East, on Estero Island in Lee County, Florida, which lot or parcel is described as follows: From the Southeasterly corner of Block 1, Unit No. 2, McPhie Park, according to the map or plat thereof recorded in Plat Book 8, Page 59, of the Public Records of Lee County, run Southeasterly perpendicular to the Southeasterly line of said Block 1, for 590 feet; thence run Northeasterly parallel with the Southeasterly line of said Block 1 to a point on the Northeasterly line of a county road right-of-way described in and conveyed by deed recorded in Deed Book 193, Page 583, of said Public Records and the Point of Beginning of the lands herein described, which point is marked with a concrete monument; thence continue Northeasterly on the same course along the Southeasterly line of that certain tract of land described in and conveyed by deed recorded in Deed Book 194, Page 433, of said Public Records, which line is also the Northwesterly line of a street or road known as Bahia Via for 150 feet to a point marked with a concrete monument, thence deflect 81°47' to the left and run Northwesterly for 150 feet to a concrete monument; thence run Southwesterly parallel to the Southeasterly line of Flamingo Park Subdivision according to the map or plat thereof recorded in Plat Book 9, Page 66, of the Lee County Public Records, a distance of 150 feet to the Northeasterly line of the said county road known as Estero Boulevard; thence run Southeasterly along the Northeasterly line of said county road for 150 feet to a point marked with a concrete monument which is the Point of Beginning of the lands herein described.

ADDENDUM NO. 1

Notwithstanding the terms and conditions in Paragraph 7(a), the parties agree that the Seller shall repair the elevator consistent with state and local requirements and shall make necessary repairs to the under hang in the front of the building prior to the Closing Date.

[] Initials - Seller

[] Initials - Buyer

AFFIDAVIT OF INTEREST IN REAL PROPERTY

DELENA BOR
THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered into this 14 day of November, 2023, for the sole purpose of compliance with Section 286.23, Florida Statutes. The affiant hereby swears and affirms that the following is true:

1. The affiant is the (OWNER) LLC 6231 ESTERO BLVD of 6231 ESTERO BLVD, FMB, FL a Florida _____, the legal title holder of the real property (the "Property") more particularly described in Exhibit "A" attached hereto and incorporated by reference.

2. The affiant, after diligent search and inquiry, hereby states that (select appropriate option below):

(check if applicable) – The name(s) and address(es) of every person having a beneficial interest in the Property described above, however small or minimal, is/are (attach additional pages if needed):

Name	Address	Percentage of Ownership
<u>DOUGLAS D. SCHUMANN</u>	<u>500 KINGS TOWN DRIVE</u> <u>NAPLES, FL 34102</u>	<u>100%</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

OR

(check if applicable) – All beneficial interests in the property are exempt from disclosure because the entity identified above as the owner of the Property is an entity registered with the Federal Securities Exchange Commission or the Florida Department of Financial Services pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

3. The information furnished herein is accurate as of the date hereof, and the affiant agrees to promptly disclose any changes in the information contained herein, or any errors in such information.

4. The affiant understands that this disclosure is made under oath, and the affiant will be subject to penalties for perjury for any false information contained herein.

AFFIANT:

By: *[Signature]*
Print Name: DOUGLAS P. SCHUMANN
Company: 6231 ESTERO BLVD, LLC
Title: OWNER / MANAGER

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of either ☒ personal presence or ☐ online notarization this 14th day of December, 2021,³ by Douglas Schumann. She is ☒ personally known to me or ☐ has produced _____ as identification.



[Signature]
Notary Public, State of Florida
Print Name: _____

THIS INSTRUMENT PREPARED BY:

James D. Vogel, Esq.

Fla. Bar No. 0051373

Vogel Law Office, P.A.

4099 Tamiami Trail North, Suite 200

Naples, Florida 34103

(239) 262-2211

PREPARATION ONLY WITHOUT OPINION

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 21st day of December, 2017, by **SUNSTREAM, INC., a Florida corporation**, hereinafter called the GRANTOR, to **6231 ESTERO, LLC, a Florida limited liability company**, hereinafter called the GRANTEE, whose post office address is 600 5th Avenue South, Suite 207, Naples, Florida 34102.

(Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of the individuals, and the successors and assigns of corporations).

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Lee County, Florida, viz:

See Exhibit "A" attached hereto and made a part hereof.

Property I.D.: 33-46-24-W3-00012.0020

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against no other; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2017; zoning, building code and other restrictions imposed by governmental authority; outstanding oil, gas and mineral interests of record, if any; and restrictions and easements of record.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witnesses:

(Sign)

(Print Name)

(Sign)

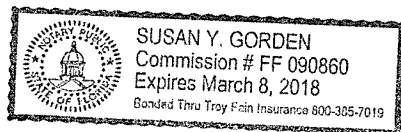
(Print Name)

Sunstream, Inc., a Florida corporation

James D. Vogel, Vice President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing Special Warranty Deed was acknowledged before me this 15th day of December, 2017, by James D. Vogel, Vice President of Sunstream, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification.



Signature of Notary

Typed or Printed Name of Notary

Commission No.

My Commission Expires:

Exhibit "A"

A lot or parcel of land lying in Sections 33 and 34, Township 46 South, Range 24 East, on Estero Island in Lee County, Florida, which lot or parcel is described as follows: From the Southeasterly corner of Block 1, Unit No. 2, McPhie Park, according to the map or plat thereof recorded in Plat Book 8, Page 59, of the Public Records of Lee County, run Southeasterly perpendicular to the Southeasterly line of said Block 1, for 590 feet; thence run Northeasterly parallel with the Southeasterly line of said Block 1 to a point on the Northeasterly line of a county road right-of-way described in and conveyed by deed recorded in Deed Book 193, Page 583, of said Public Records and the Point of Beginning of the lands herein described, which point is marked with a concrete monument; thence continue Northeasterly on the same course along the Southeasterly line of that certain tract of land described in and conveyed by deed recorded in Deed Book 194, Page 433, of said Public Records, which line is also the Northwesterly line of a street or road known as Bahia Via for 150 feet to a point marked with a concrete monument, thence deflect 81°47' to the left and run Northwesterly for 150 feet to a concrete monument; thence run Southwesterly parallel to the Southeasterly line of Flamingo Park Subdivision according to the map or plat thereof recorded in Plat Book 9, Page 66, of the Lee County Public Records, a distance of 150 feet to the Northeasterly line of the said county road known as Estero Boulevard; thence run Southeasterly along the Northeasterly line of said county road for 150 feet to a point marked with a concrete monument which is the Point of Beginning of the lands herein described.



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Detail by Entity Name

Florida Limited Liability Company
6231 ESTERO, LLC

Filing Information

Document Number	L17000231625
FEI/EIN Number	82-3697963
Date Filed	11/09/2017
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	07/02/2019
Event Effective Date	NONE

Principal Address

600 5TH AVENUE SOUTH, STE. 207
NAPLES, FL 34102

Mailing Address

500 KINGS TOWN DRIVE
NAPLES, FL 34102

Changed: 05/20/2020

Registered Agent Name & Address

BRUGGER, JOHN N
600 5TH AVENUE SOUTH, STE. 207
NAPLES, FL 34102

Authorized Person(s) Detail

Name & Address

Title MGR

SCHUMANN, DOUGLAS D
500 KINGS TOWN DRIVE
NAPLES, FL 34102

Annual Reports

Report Year	Filed Date
2022	01/26/2022
2023	01/12/2023

Document Images[01/09/2024 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/12/2023 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/26/2022 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/13/2021 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/21/2020 -- ANNUAL REPORT](#)[View image in PDF format](#)[07/02/2019 -- LC Amendment](#)[View image in PDF format](#)[02/07/2019 -- ANNUAL REPORT](#)[View image in PDF format](#)[02/20/2018 -- ANNUAL REPORT](#)[View image in PDF format](#)[11/09/2017 -- Florida Limited Liability](#)[View image in PDF format](#)

1. **Request:**

Meeting Date: April 1, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA; MAKING FINDINGS; APPROVING AN ADMINISTRATIVE CODE SETTING FORTH PROCEDURES FOR THE APPLICATION AND APPROVAL OF DEVELOPMENT AGREEMENTS WITH DEVIATIONS; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

The Town Council has shown an interest in looking at alternative methods of approval of developments to streamline land development processes, particularly in light of the rebuilding/redevelopment needed after Hurricane Ian. This Resolution is necessary to adopt an administrative code establishing procedures for the adoption of development agreements with deviations.

What the action accomplishes:

This action would set forth an administrative code of procedures (as required under Sec. 2-96 of the Town's Land Development Code) for the application for and approval of a Development Agreement with Deviations. This would facilitate land development approvals in a holistic manner so that an entire development can be planned and approved in a streamlined process while preserving the rights of the Town and its residents to have input in the process.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Approve an administrative code of procedures (as required under Sec. 2-96 of the Town's Land Development Code) for the application for and approval of a Development Agreement with Deviations.

4. **Submitter of Information:**

Becky Vose, Town Attorney,
Nancy Stuparich, Town Attorney

5. **Background:**

The town has an existing ordinance that provides for development agreements with deviations, and the existing code provision requires the adoption of an administrative code of procedures setting forth the processes to be used to apply for and approve a Development Agreement with Deviations. Attached is a copy of proposed administrative procedures, which were reviewed and approved by the LPA at their meeting on March 12, 2024.

At the LPA meeting, numerous questions were raised and the Town Attorney stated she would research and respond to them. The primary question, around which most of the discussion centered, was whether the development agreement process could be used as a substitute for the rezoning process. The answer lies in Section 2-98 of the Land Development Code, which was not reviewed concurrently with the procedural rules at the LPA meeting, which would have avoided some confusion.

Section 2-98 of the Land Development Code already envisions use of a development agreement in situations where a rezoning may be needed, subject to compliance with required statutory notice and review processes. LPA Member Vanaese asked whether the process will address his three development scenarios previously presented to the LPA and Town Council:

- 1) Small Hotel Development Agreement option,
- 2) Site plan with Deviation Agreement
- 3) Conceptual CPD Development Agreement.

There was little debate that the proposed procedures for a development agreement could apply to what Mr. Vanaese described as a “site plan with deviations.” Upon further review, it also appears that such procedures could be used for what he described as a “small hotel development.” The proposed procedures would not, however, be helpful to address what Mr. Vanaese described as “a conceptual CPD development agreement.”

As stated previously, the response to Member Vanaese’s question as to rezoning is in Section 2-98 in the Code of Ordinances, which allows for a rezoning to be accomplished through a development agreement. In other words, a development agreement could be viewed as the functional equivalent of a rezoning (with other aspects of the development also addressed) based on the existing language in the Town’s Land Development Code subject to the statutory and ordinance requirements for a rezoning. After the adoption of a development agreement, the Town’s Zoning Map would be revised to show the zoning for the property subject to the development agreement to be “DA”. Statutory notice requirements would need to be followed to validate any rezoning change included in a development agreement with adoption by two readings of an ordinance and a consistency finding by the LPA.

Adoption of the proposed procedural rules is needed for implementation of the Land Development Code provisions as to development agreements. Consistent with the flexibility in the Code’s existing language, the preamble to the development procedures specifically recognizes that a development agreement can be commensurate to a planned development for purposes of determining consistency with the Comprehensive Plan. Neither Section 2-98 nor the proposed procedures differentiate between large and small projects.

The issue of whether a development agreement could allow for uses different from the uses permitted in the underlying zoning was raised by the LPA. The existing language of the current ordinance does not appear to limit the ability to change uses, similar to the ability to vary uses in a planned development.

The LPA also provided some specific changes to the existing language in the proposed procedures:

1. Revise **Section 3.2.1** to clarify that administrative changes to height and density cannot be made administratively with a cross reference to Section 5.1.
2. Add the phrase “existing condition” to **Section 1.6** to read “A survey of the existing condition of the Land showing the approximate location of all environmentally sensitive lands, or lands subject to the jurisdiction of the U.S. Army Corps of Engineers, Florida Department of Environmental Regulation, the Southwest Florida Water Management District or Lee County, Florida.
3. Add language to require a fixed date in **Section 1.8** or at a minimum a timeline.
4. Create a new **Section 1.18** to require identification and a list of public benefits.
5. **Section 2.2** similar comments as in **Section 1.8**. The application should include provide an estimated completion date.
6. Add “setbacks” to **Section 3.2.1**.
7. Delete the term “sketch” in **Section 1.15**.

It is further recommended that language in **Section 5.1** should also be added to state that review of an amendment to an already existing development agreement is limited to the matters in the amendment, and not a restatement of the development agreement, to avoid any confusion as to the nature of the review.

Attachments:

1. 24-72, Development Agreement with Deviations - Procedures
2. Development Agreement Procedures - 2-27-23
3. ARTICLE_III.____DEVELOPMENT_AGREEMENTS

Financial Impact:

none

6. Alternative Action

Propose changes

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Amy Baker, Town Clerk
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 3/29/2024
Approved - 3/29/2024
Approved - 3/29/2024
Final Approval - 3/29/2024

RESOLUTION NUMBER 24-73

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA; MAKING FINDINGS; APPROVING AN ADMINISTRATIVE CODE SETTING FORTH PROCEDURES FOR THE APPLICATION AND APPROVAL OF DEVELOPMENT AGREEMENTS WITH DEVIATIONS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Sec. 2-96, “Applications for Development Agreements”, of the Town’s Land Development Code provides in pertinent part that:

No person shall have the right to apply for or receive development agreement approval, unless such right is so provided in an appropriate administrative code which establishes procedures for such applications. Should such an administrative code be adopted, then the town shall establish a schedule of fees and charges which shall be imposed for the filing and processing of each such application.

WHEREAS, after discussion during public meetings before the members of the Fort Myers Beach Land Planning Agency and the Fort Myers Beach Town Counsel, and after allowing input from the public, an administrative code providing for the procedures to be followed for the application for, and the approval of, development agreements with deviations has been decided upon; and

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

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

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

Section 2. The Town Council hereby adopts the attached Exhibit “A” as the Town of Fort Myers Beach Administrative Code Providing Procedures for Development Agreements with Deviations.

Section 3. This Resolution shall be effective immediately after the adoption by Resolution of the schedule of fees and charges which shall be imposed for the filing and processing of each application for a Development Agreement with Deviations.

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	_____
Scott Safford	_____
Karen Woodson	_____

ADOPTED this ____ day of _____, 2024, 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 _____, 2024.

**TOWN OF FORT MYERS BEACH
ADMINISTRATIVE CODE PROVIDING
PROCEDURES FOR DEVELOPMENT AGREEMENTS WITH DEVIATIONS**

Pursuant to Section 2-100 and 2-96 of the Town's Land Development Code, the Town may enter into a Development Agreement with Deviations with a property owner. A Development Agreement with Deviations is a non-statutory development agreement that may allow for approval of amendments, modifications, variances or exceptions ("deviations") from the Town's Land Development Code, and, if appropriate under the provisions of the Town's Comprehensive Plan, relief from the building height limitations in the Comprehensive Plan. Approval of a Development Agreement and the deviations provided for in such Development Agreement shall be considered tantamount to and commensurate to a planned development for purposes of determining consistency with the Comprehensive Plan. Approval of a Development Agreement with Deviations shall be subject to the procedures set forth herein.

1. Development Agreement with Deviations Application Procedures.

The following information/exhibits shall be required with the application for a Development Agreement with Deviations (hereinafter "Development Agreement"):

- 1.1. Legal description and address of the parcel of land which will be the subject of the Development Agreement (hereinafter "Land").
- 1.2. The name, address and telephone number of the applicant and any attorney or agent who is or will be representing the applicant.
- 1.3. A title opinion from a Florida attorney (which opinion is in a form acceptable to and in favor of the town), which shall identify and provide the names, addresses and telephone numbers of all legal and equitable owners having interest in the Land, as well as all mortgage or lien holders, holders of easement interests, and other encumbrances, upon the Land. As of the date of recordation of any Development Agreement, the applicant shall be required by the town to update the foregoing information in this subparagraph to the date of recording of the Development Agreement.
- 1.4. An application signed by, or on behalf of, the owner and any lien holder(s) as to the Land subject to the Development Agreement, and if not signed by the owner a notarized consent signed by the owner authorizing the person to sign the application.
- 1.5. Payment of any required application fee as set by resolution of the town council.
- 1.6. A survey of the Land showing the approximate location of all environmentally sensitive lands, or lands subject to the jurisdiction of the U.S. Army Corps of

Engineers, Florida Department of Environmental Regulation, the Southwest Florida Water Management District or Lee County, Florida.

1.7. A statement and finding demonstrating that the proposed Development Agreement will be consistent with the comprehensive plan of the town.

1.8. The desired duration of the Development Agreement shall not be less than the expected completion of the development on the Land.

1.9. Development uses and regulations currently legally permitted on the Land, including densities, intensities, heights of structures, and setbacks; and, if different, any of the same that are currently on the Land, or that were on the Land at any time in the last 24 months.

1.10. Development uses and regulations, including densities, intensities, heights of structures, and setbacks being requested on the Land.

1.11. A description of the public facilities which will provide services to support the development, the approximate date that new public facilities, if needed, will be constructed, and a schedule to assure that the public facilities and services will be available concurrent with the impacts of development.

1.12. A description of any current or proposed reservation or dedication of land for public purposes.

1.13. Any deed restrictions existing or being imposed upon the Land, and a description of any current or proposed reservation or dedication of land for public purposes.

1.14. The application must explicitly identify each instance of conflict with existing ordinances and expressly provide for the Development Agreement to control, or else all of the provisions of such conflicting ordinances shall control to the extent that the Development Agreement fails to expressly provide otherwise. Any ambiguity with respect to whether a Development Agreement or an ordinance is to control shall be interpreted to favor the ordinance. A statement listing all contemplated zoning districts or land use modifications or requests for more flexibility that will be required if the proposed Development Agreement were to be approved.

1.15. A sketch of site plan showing where buildings (with heights), structures, parking, and other features/amenities of the proposed development shall be located. If the Land is located on the water, any view corridors or public access location(s), if any, will be located.

1.16. A statement that a copy of the Development Agreement with Deviations Application has been furnished by First Class U.S. Mail to all property owners

within 100 feet of the boundaries of the Land at the addresses of such property owners found on the Lee County Property Appraiser website, and a list of such property owners and addresses.

1.17. A concise and complete recital of the proposed contents of the Development Agreement using the Form of Development Agreement with Deviations attached as Ex. "A".

2. Development Agreement Minimum Content Requirements.

The following information shall be required within a Development Agreement.

2.1. A legal description of the land subject to the agreement and the identification of all persons having legal or equitable ownership therein.

2.2. The duration of the development agreement, which duration shall not be less than the anticipated time period needed to fully build out the development.

2.3. The development rights to be permitted on the land, and setting forth densities, intensities, building height(s), and setbacks. Uses of the land shall be those allowed in the underlying zoning district unless otherwise specifically provided, such as when a special exception is a part of the development agreement.

2.4. A description of the public facilities and services, including on-site improvements that will serve the proposed project, including designation of the entity or agency that shall be providing such facilities. Additionally, if new facilities are needed to serve the project, the date by which such facilities will be constructed and a schedule to assure that public facilities and services shall be available concurrent with the impact of the development project.

2.5. A description of any reservation or dedication of land for public purposes. The Development Agreement shall provide specifically how the land dedication obligation for the project, if any, is to be met. In the event that land or any interest herein is to be conveyed to the town or other entity in discharge of the foregoing, the Development Agreement shall provide that such conveyance or dedication will be by warranty deed or easement, or other instrument in form and substance acceptable to the town attorney, together with evidence of title in form acceptable to the town attorney prepared by an attorney who is a member of the Florida Bar, or a title company licensed in Florida, all depicting who is the owner in fee simple of the land subject to the conveyance or dedication, and the holders of any other interest or liens affecting said land.

2.6. A description of all local permits approved or needed to be approved for the development of the Land, specifically to include at least the following:

Any required submission to the Southwest Florida Regional Planning Council and any required permission of the State of Florida, Department of Environmental Regulation, the U.S. Corps of Army Engineers, the Southwest Florida Water Management District, the U.S. Environmental Protection Agency or any other required governmental permission. The Development Agreement shall specifically provide that said development permission will be obtained at the sole cost of the owner of the Land, and that any approvals previously given, including the Development Agreement, shall not in any manner obligate the town or any other governmental agency to grant other permit approvals. Under these conditions, action in reliance on the Development Agreement or expenditures in pursuance of its terms or any rights accruing to the project owner thereunder shall not vest any development rights in the owner of the Land or the project to a continuation of the Development Agreement.

2.7. A specific finding in the Development Agreement that the proposed project permitted or proposed is consistent with the town's Comprehensive Plan and Land Development Code, or that, if deviations are necessary for the zoning district or land use plan designations on the subject Land, such Development Agreement specifically lists such deviations in detail.

2.8. Statement in the Development Agreement showing how sidewalk and pedestrian travel is being addressed in a conceptual plan showing the proposed layout of streets, lots, green areas, conservation areas, bike ways, parks, public facilities and such other amenities.

2.9. A statement in the Development Agreement describing how environmentally sensitive land, if any, will be preserved and managed.

2.10. A statement in the Development Agreement describing how threatened or endangered species are being protected.

2.11. A statement in the Development Agreement explicitly identifying each instance of conflict with existing ordinances and expressly providing for the Development Agreement to control, or else all of the provisions of such conflicting ordinances shall control to the extent that the Development Agreement fails to expressly provide otherwise. Any ambiguity with respect to whether a Development Agreement or an ordinance is to control shall be interpreted to favor the ordinance. A statement indicating that failure of the Development Agreement to address a particular permit condition, term or restriction shall not relieve the owner or developer of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restriction.

2.12. A provision that any matter or action required under existing ordinances of the town shall not be otherwise amended, modified or waived, unless such modification, amendment or waiver is expressly provided for in the Development Agreement with specific reference to the Code provision so

waived, modified or amended (“deviations”).

2.13. A statement whereby if the applicant, upon approval of the Development Agreement, fails to comply with the terms of the agreement, the town may bring an action in a court of law with competent jurisdiction to protect its rights and interests. All associated reasonable costs and attorney's fees shall be reimbursed to the town if an action at law is necessary regardless of whether the Town is the prevailing party

2.14 Post-Development Agreement requirements. An acknowledgement that prior to the issuance of any building permits being issued for the development that:

2.14.1 All existing and proposed utilities and the manner in which existing utilities will be extended to the site and/or expanded for the use of the development including water, sewer, gas, electricity, cable television, and other utilities shall have been approved by the Town;

2.14.2 The proposed drainage plan for the proposed project shall have been approved by the Town;

2.14.3 The proposed grading plan and elevation requirements of the town, including, but not limited to those related to the National Flood Insurance Program as applicable to the town shall have been approved by the town;

2.14.3. The traffic impact and parking plans as applicable to the town shall have been approved by the town; and

2.14.4 All other town requirements are met that are necessary for the initial building permits to build the project on the Land.

2.15. An acknowledgement that the town shall not have any liability whatsoever for any expenses or other damages that may be incurred as a result of denial of the Development Agreement or for denial of building permits due to the failure to meet the town's requirements as to any Post-Development Agreement requirements.

2.16. A description of any special benefit to the Town as a result of the development such as, the promotion of economic development, affordable housing, hurricane recovery, provision of needed public facilities, provision of public land or recreation, and/or elimination of blight.

2.17. A finding that the proposed Development Agreement is reasonable and not arbitrary and in the best interest of the town.

3. Development Agreement with Deviations Review Procedures.

The following regulations shall be followed during the review of a Development Agreement with Deviations.

3.1. Staff negotiation. The town manager or the town manager's designee (typically the town planner) shall review the proposed project and shall meet and hold preliminary nonbinding negotiations with the applicant regarding the appropriate terms and conditions on which said Land should be developed. At such time as a tentative agreement is reached as to the recommended terms and conditions of the development agreement, or the town manager or town manager's designee deems that no further negotiations would be useful because of the unlikely possibility of reaching a concurrence on the terms and conditions of a Development Agreement, the proposal shall be reduced to a nonbinding and unexecuted writing. Such tentative agreement, whether oral or written, shall not give rise to any development rights or equitably or legally vest any development rights in the owner of the Land or other substantially affected person.

3.2. Reduction of proposal to writing

3.2.1. In the event that the town manager or the town manager's designee and the applicant have negotiated the terms of a mutually acceptable, nonbinding and tentative Development Agreement, the terms of that Development Agreement shall be reduced to writing in a contractual form for review and for further discussion, consideration and approval or disapproval as provided herein. The Development Agreement may include a provision that authorizes administrative amendments to the site plan provided that height, density and intensity are not increased and the plan remains consistent with the Town's Comprehensive Plan.

3.2.2. In the event that the town manager or town manager's designee and the applicant have been unable to negotiate a mutually satisfactory Development Agreement, within thirty (30) days of said determination by the town manager or the town manager's designee, the applicant may prepare a proposed Development Agreement consistent with all requirements hereof for review by the town's Local Planning Agency ("LPA").

3.2.3 It shall not be required for the town manager, or designee to make a recommendation as to whether the town council should approve or not approve a Development Agreement.

3.3. Public hearings

3.3.1. At such time as the Development Agreement has been reduced to written nonbinding contractual form, or the applicant has prepared a Development Agreement as set forth above in subsection 3.2, the town manager or town manager's designee shall transmit such Development

Agreement to the LPA.

3.3.2. A public hearing shall be held by the LPA concerning said application, and the LPA shall issue a recommendation for approval or denial of the Development Agreement to the town council. Thereafter a public hearing shall be held by the town council as to the Development Agreement.

3.3.3. Notice of each of the public hearings shall be noticed on the town's website, and said notice shall be mailed to all property owners within a five hundred (500) foot radius of the boundaries of the Land at the addresses of such property owners found on the Lee County Property Appraiser website prior to the first public hearing. Said advertisement and notice of each of the two public hearings may be combined in one notice, but must include:

3.3.3.1. Location of the Land subject to the Development Agreement.

3.3.3.2. Proposed development's project land use, building intensities, estimated population and building heights.

3.3.3.3. Location where a copy of the proposed Development Agreement may be reviewed.

3.3.3.4. Date, time and place of the public hearing(s).,

3.3.3.5. At the public hearings and in compliance with any and all procedures established by law for the conduct of said hearings, the LPA and the Town Council shall accept any public comment on the terms of the Development Agreement. Following the town council public hearing, the town clerk shall immediately dispatch, postage prepaid by regular, first class, U.S. mail and in writing, a copy of the determination of the town council to the applicant, or anyone who has requested a copy advising them of the town council's decision. The determination shall state that the decision of the town council is final agency action.

4. Development Agreement Execution Procedures and Recording.

Development Agreements shall be executed as established below:

4.1. All Development Agreements shall be executed on behalf of the applicant by all persons having legal or equitable title in the Land subject to the Development Agreement, including the fee simple owner and any mortgagees or other lien holders or owners of other equitable interests in the Land, unless the

town attorney approves the execution of the development agreement without the necessity of such joinder or subordination in that the substantial interests of the town will not be adversely affected thereby.

4.2 Development Agreements shall not be executed on behalf of the town and shall not be recorded unless and until all Post-Development Agreement requirements have been met as set forth in Sec. 2-14 above. The applicant shall bear the expense of recording the Development Agreement, which shall be recorded by the town clerk.

5. Amendment to Development Agreement.

5.1 Except for Administrative Amendments, if allowed in the Development Agreement, an amendment to a Development Agreement shall not occur unless and until there have been hearings thereon before the LPA and before the town council. Noticing of the LPA and town council hearings shall be in the same manner as for the original hearings for Development Agreements.

Sec. 2-91. - Statutory authority.

The Town of Fort Myers Beach has the authority to adopt this article pursuant to article VIII, § 1(f), of the Constitution of the state and F.S. §§ 163.3220(5), 163.3223, and 166.021.

Sec. 2-92. - Applicability of article.

This article shall apply to the entire incorporated area of the town.

Sec. 2-93. - Intent of article.

This article is intended to enable the Town of Fort Myers Beach to invoke the provisions of the Florida Local Government Development Agreement Act while retaining all of the home rule authority given it pursuant to article VIII of the Constitution of the state and F.S. chs. 163, 166 and 380, to enter into other similar agreements beyond the provisions of the Florida Local Government Development Agreement Act, and to establish specific notice and hearing procedures when it makes certain such similar agreements pursuant to its home rule authority.

Sec. 2-94. - Purpose of article.

- (a) The purpose of this article is to invoke the authority recognized in the town by the state in F.S. § 163.3223, to enter into development agreements with any and all persons having legal or equitable interests in real property located in the incorporated area of the town pursuant to the provisions of the Florida Local Government Development Agreement Act. Vendees under a specifically enforceable contract for the sale of real property shall be recognized as having a sufficient equitable interest so as to have legal capacity to become a party to a development agreement made pursuant to the Florida Local Development Agreement Act, but persons having only a mere option to purchase real property shall not be so recognized.
- (b) It is also the purpose of this article to establish notice and hearing procedures similar to those set forth in the Florida Local Development Agreement Act when the town makes agreements pursuant to its home rule authority in those type of agreements which are defined in this article as home rule development agreements. Development agreements made pursuant to this article, whether they are home rule development agreements as defined in this article or agreements made pursuant to the Florida Local Government Development Agreement Act, are intended to protect and further the public health, safety and welfare by providing certain guarantees to land developers in exchange for their agreement to provide specified public facilities or services which are related to and consistent with the town's capital improvement planning and financing.

Sec. 2-95. - Definitions.

- (a) The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Development agreement means either a home rule development agreement or a statutory development agreement.

Home rule development agreement means an agreement made by the town pursuant to its home rule powers, and not pursuant to the Florida Local Government Development Agreement Act, but only in those cases where development, as defined in F.S. § 163.3221(3), is to be undertaken by a person who is not a local government, as defined in F.S. § 163.3221(9), or an agency of the state or the United States of America. Moreover, home rule development agreements specifically do not mean agreements made between the town and other parties where the purpose of the agreement is exclusively to provide or pay for the construction, improvement, maintenance, or other alteration of land or personalty by third parties where the property in question is owned or is to be owned by the town or some other governmental agency.

Statutory development agreement means any agreement made specifically pursuant to the Florida Local Government Development Agreement Act.

- (b) All other terms which are used in any statutory development agreement made by the town pursuant to the Florida Local Government Development Agreement Act, as such act may be amended from time to time, shall be defined as set forth in F.S. § 163.3221, unless otherwise specifically defined in a particular statutory development agreement. Terms not so defined shall be given their ordinary and customary meanings.

Cross reference— Definitions and rules of construction generally, § 1-2 of this LDC.

Sec. 2-96. - Applications for development agreements.

No person shall have the right to apply for or receive development agreement approval, unless such right is so provided in an appropriate administrative code which establishes procedures for such applications. Should such an administrative code be adopted, then the town shall establish a schedule of fees and charges which shall be imposed for the filing and processing of each such application. Unless otherwise provided by administrative code, development agreements shall be considered by the town council only upon the recommendation of the town manager, who may submit a proposed development agreement, in written form, for consideration by the town council pursuant to the public hearing requirements of F.S. § 163.3225 and § 2-98 of this LDC. Each such proposed development agreement so submitted shall include the town manager's recommendation as to whether the council should become or decline to become a party to the agreement, or a modified form of the agreement, with such information as the town manager deems necessary to support his recommendation.

Sec. 2-97. - Minimum requirements of a statutory development agreement.

Statutory development agreements shall include, at a minimum, all of the items enumerated in F.S. § 163.3227, plus such conditions, terms, restrictions, or other requirements which the parties to the agreement may desire to include and which are not otherwise prohibited by law or which exceed the authority of the parties. If a statutory development agreement provides that any public facilities are to be designed or constructed by the developer, then the agreement shall require that the design and construction be in compliance with all applicable federal, state, and town standards and requirements, including but not to be limited to guarantees of performance and quality and project controls, including scheduling, quality, and quality assurance. When public facilities are to be designed or constructed by the developer, or when the developer agrees to dedicate land to the town, the statutory development agreement shall specifically state the extent to which such design or construction or dedication shall be eligible for impact fee credits pursuant to such impact fee ordinances as the town may have in effect at the time when the statutory development agreement is to become effective. Statutory development agreements also shall incorporate the administrative appeal process set forth in § 2-102 of this LDC.

Sec. 2-98. - Notices and hearings.

No statutory development agreement shall be made pursuant to this article unless and until all of the requirements of F.S. § 163.3225 relating to the agreement have been satisfied. To that end, an affected property owner, as the term is used in F.S. § 163.3225, means all owners of property, as reflected on the current year's tax roll, lying within 375 feet in every direction of the subject property. The town council, by adopting an appropriate administrative code, may prescribe more stringent notice requirements. In addition, if a statutory development agreement is intended to rezone property, grant variances, or accomplish any other approval which otherwise would be controlled by ch. 34 of this LDC, the notices required in ch. 34 also shall be given. The same notice and hearing requirements also should be observed when making home rule development agreements. However, failure to satisfy all of such notice and hearing requirements shall not be grounds to invalidate a home rule development agreement.

Sec. 2-99. - Amendment or cancellation of development agreement by mutual consent.

A statutory development agreement adopted pursuant to this article may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest utilizing the same public hearing and notice requirements as are prescribed for the adoption of development agreements pursuant to this article and any administrative code authorized by § 2-98 of this LDC.

Sec. 2-100. - Reservation of home rule authority.

Nothing contained in this article shall be construed so as to prevent the town from entering into an agreement which is substantially similar to a development agreement adopted pursuant to the Florida Local Government Development Agreement Act, but which is based upon the home rule authority granted the town pursuant to article VIII, § 1(f), of the Constitution of the state and F.S. chs. 163, 166 and 380, and specifically recognized by the state legislature in F.S. § 163.3220(5).

Sec. 2-101. - Conflicts between development agreement and other land development regulations.

To the extent that this code may permit it and a development agreement purports to rezone land, grant deviations or variances from this code, including article II of this chapter, grant development orders or amendments to or extensions thereof equivalent to those which are available pursuant to ch. 10 of this LDC, implement development orders or amendments to development orders for developments of regional impact, or grant building permits or other permits which specifically allow the physical alteration or improvement of land, the development agreement must explicitly identify each instance of conflict with other ordinances and expressly provide for the development agreement to control, or else all of the provisions of such other ordinances shall control to the extent that the development agreement fails to expressly provide otherwise. Any ambiguity with respect to whether a development agreement or an ordinance is to control shall be interpreted to favor the ordinance.

Sec. 2-102. - Appeals.

No person may challenge the validity of a development agreement on the grounds that the agreement conflicts with the town's comprehensive plan except pursuant to the procedures set forth in F.S. § 163.3215. A party or a successor in interest to a party to a development agreement may bring suit to challenge the town's administration of a development agreement only after he has exhausted the administrative remedies prescribed in ch. 34 of this LDC for appeals from administrative actions.