



Fort Myers Beach Town Council

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

AMENDED Agenda

Monday, October 21, 2024

9:00 AM

*(Rescheduled from 10/7/2024 and 10/15/2024 due to
Hurricane Milton)*

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

A. Resolution 24-188; Florida City Government Week

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

VIII. APPROVAL OF MINUTES

A. Town Council - September 23, 2024

B. Town Council Budget Hearings - September 23, 2024

C. Joint Session, Town Council w/CELCAB - September 18, 2024

IX. CONSENT AGENDA

A. Resolutions 24-193 through 24-196; Extension 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.**

- B. Resolutions 24-197 through 24-200; Extension of Local Emergency - Hurricane Idalia

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

- C. Resolutions 24-201 through 24-204; Extension of Local Emergency - Tropical Storm Debby

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO TROPICAL STORM DEBBY 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.

- D. Resolutions 24-205 through 24-208; Extension of Local Emergency - Hurricane Helene

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 HELENE (FORMERLY KNOWN AS POTENTIAL TROPICAL CYCLONE NINE) 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.

X. ITEMS REMOVED FROM CONSENT AGENDA

XI. PUBLIC HEARINGS

- A. Ordinance 24-28; CPD20240015 1836 & 1840 Estero Blvd - EIBC

First reading and public hearing on proposed ordinance entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING A TOWN OF FORT MYERS BEACH ORDINANCE, AND APPROVING THE CONDITIONS FOR THE COMMERCIAL PLANNED DEVELOPMENT REZONING FOR THE PROPERTIES LOCATED AT 1836 AND 1840 ESTERO BLVD. (LESS THE AREA WITHIN THE ENVIRONMENTALLY CRITICAL ZONING DISTRICT), GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W4-03200.00CE AND 19-46-24-W4-03200.1010 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 public hearing and schedule for second reading and final adoption on October 28, 2024 at 9:00 AM.

B. EMERGENCY ORDINANCE 24-33; Advisory Committees

AN EMERGENCY ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2-94 "QUALIFICATIONS AND APPOINTMENTS OF MEMBERS" AND SECTION 2-96 "REMOVAL OF AGENCY, BOARD, COMMITTEE OR COMMISSION MEMBERS" OF DIVISION 2 "PROCEDURES FOR THE ESTABLISHMENT OF BOARDS, COMMITTEES AND COMMISSIONS" OF ARTICLE IV "BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES" OF CHAPTER 2 "ADMINISTRATION" AND SECTION 34-113 "COMPOSITION, APPOINTMENT AND COMPENSATION OF MEMBERS" OF DIVISION 3 "LOCAL PLANNING AGENCY" OF ARTICLE II "ZONING PROCEDURES" OF CHAPTER 34 "ZONING DISTRICTS, DESIGN STANDARDS AND NONCONFORMITIES" OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, FLORIDA, REMOVING PROPERTY OWNERSHIP AS A QUALIFICATION REQUIREMENT FOR THE MEMBERS OF THE TOWN'S AGENCY, BOARDS, COMMITTEES OR COMMISSIONS, AND ADDING A VOTING REGISTRATION REQUIREMENT FOR MEMBERS OF THE LOCAL PLANNING AGENCY AND AUDIT COMMITTEE; ELIMINATING DUPLICATIVE AND UNENFORCEABLE LANGUAGE; ADDING A PROVISION TO SECTION 34-113, REGARDING THE MANDATORY ANNUAL FINANCIAL DISCLOSURE FORM AS REQUIRED BY THE FLORIDA COMMISSION ON ETHICS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.

C. Ordinance 24-17; Advisory Committees

First Reading and introduction of a proposed Ordinance 24-17 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2-94 "QUALIFICATIONS AND APPOINTMENTS OF MEMBERS" AND SECTION 2-96 "REMOVAL OF AGENCY, BOARD, COMMITTEE OR COMMISSION MEMBERS" OF DIVISION 2 "PROCEDURES FOR THE ESTABLISHMENT OF BOARDS, COMMITTEES AND COMMISSIONS" OF ARTICLE IV "BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES" OF CHAPTER 2 "ADMINISTRATION" AND SECTION 34-113 "COMPOSITION, APPOINTMENT AND COMPENSATION OF MEMBERS" OF DIVISION 3 "LOCAL PLANNING AGENCY" OF ARTICLE II "ZONING PROCEDURES" OF CHAPTER 34 "ZONING DISTRICTS, DESIGN STANDARDS AND NONCONFORMITIES" OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, FLORIDA, REMOVING PROPERTY OWNERSHIP AS A QUALIFICATION REQUIREMENT FOR THE

MEMBERS OF THE TOWN'S AGENCY, BOARDS, COMMITTEES OR COMMISSIONS AND ADDING A VOTING REGISTRATION REQUIREMENT FOR MEMBERS OF THE LOCAL PLANNING AGENCY AND AUDIT COMMITTEE; ELIMINATING DUPLICATIVE AND UNENFORCEABLE LANGUAGE; ADDING A PROVISION TO SECTION 34-113, REGARDING THE MANDATORY ANNUAL FINANCIAL DISCLOSURE FORM AS REQUIRED BY THE FLORIDA COMMISSION ON ETHICS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE. Open the public hearing and schedule for second reading and final adoption on October 28, 2024 at 9:00 AM

D. Resolution 24-178; Updating Town Council Policies and Procedures Manual

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTIONS 2 AND 5 OF THE TOWN'S POLICIES AND PROCEDURES MANUAL TO MAKE IT CONSISTENT WITH ELIGIBILITY REQUIREMENTS FOR MEMBERS OF THE TOWN'S AGENCIES, BOARDS, COMMITTEES AND COMMISSIONS AND TO UPDATE REFERENCE TO REQUIRED FINANCIAL DISCLOSURE FORMS; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Ordinance 24-31; Codification of 2020 Charter Amendments

First reading and Public Hearing on proposed Ordinance 24-31 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTIONS 4.02 "MAYOR," 4.03 "VICE MAYOR," 5.01 "ELECTIONS," AND 5.03 "TERMS OF OFFICE" OF FORT MYERS BEACH TOWN CHARTER, TO CODIFY CHANGES TO THE DATE OF TOWN ELECTIONS FROM MARCH TO NOVEMBER AND TO ESTABLISH FOUR (4) YEAR TERMS OF OFFICE FOR TOWN COUNCIL MEMBERS, AS APPROVED BY THE VOTERS AT THE MARCH 2020 MUNICIPAL ELECTION; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE. Open the public hearing and schedule for second reading and final adoption on Monday, October 28, 2024 at 9:00 AM

F. Ordinance 24-32; Amendment to Ordinance 05-04

First Reading and Public Hearing on proposed Ordinance 24-32 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2 OF ORDINANCE 2005-04 TO REFLECT THE CHANGES TO THE TOWN CHARTER APPROVED BY THE TOWN VOTERS AT THE MUNICIPAL ELECTION ON MARCH 17, 2020; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE. Open the public hearing and schedule for second reading and final adoption on October 28, 2024 at 9:00 AM.

XII. ADMINISTRATIVE AGENDA

- A. Resolution 24-191; Marine Debris & Vegetation Removal
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN AGREEMENT FOR DISASTER RECOVERY SERVICES FOR DEBRIS & VEGETATION REMOVAL FROM WATERWAYS, CANALS AND NATURAL CREEKS WITH AFTERMATCH DISASTER RECOVERY, INC., BASED ON COMPETITIVE PRICING PROCURED BY LEE COUNTY; AUTHORIZING THE MAYOR OR TOWN MANAGER TO SIGN THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
- B. DOAH Amended and Restate Contract for Special Magistrate Services
A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND RESTATING ITS CONTRACT WITH THE FLORIDA DEPARTMENT OF ADMINISTRATIVE HEARINGS FOR DELIVERY OF SPECIAL MAGISTRATE SERVICES; AUTHORIZING THE TOWN MANAGER OR MAYOR TO SIGN THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.
- C. Resolution 24-209, Budget Amendment #1 - Purchase of 6221 Estero Blvd
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, APPROVING BUDGET ADJUSTMENT (#1) TO FUND PURCHASE OF 6221 ESTERO BLVD; PROVIDING AUTHORITY; EFFECTIVE DATE.
- D. Fee waiver - Salty Sam's
Waive fees associated with pumping out the Salty Sam's pirate ship.
- E. Local Planning Agency (LPA)
Appoint Members to the FY2024-2025 Local Planning Agency (LPA)
- F. Anchorage Advisory Committee
Appoint Members to the FY2024-2025 Anchorage Advisory Committee (AAC)
- G. Audit Committee
Appoint Members to the FY2024-2025 Audit Committee
- H. Bay Oaks Recreational Campus Advisory Board
Appoint Members to the FY2024-2025 Bay Oaks Recreational Campus Advisory Board (BORCAB)
- I. Cultural & Environmental Learning Center Advisory Board
Appoint Members to the FY2024-2025 Cultural and Environmental Learning Center Advisory Board (CELCAB)
- J. Marine & Environmental Resources Task Force
Appoint Members to the FY2024-2025 Marine and Environmental Resources Task Force (MERTF)
- K. Public Safety Committee

Appoint Members to the FY2024-2025 Public Safety Committee (PSC)**XIII. FINAL PUBLIC COMMENT****XIV. TOWN MANAGER'S ITEMS****XV. TOWN ATTORNEY'S ITEMS****A. Collection of Demolition Costs****XVI. COUNCILMEMBERS ITEMS AND REPORTS****XVII. ADJOURNMENT**

NOTE: THIS MEETING IS STREAMED LIVE ON YOUTUBE.

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



For special accommodation, please notify the Town Clerk's Office at least 72 hours in advance. (239) 765-0202

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Board's proceedings should contact the Town Clerk's Office not later than three days prior to the proceedings.

1. **Request:**

Meeting Date: October 21, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21 – 27, 2024, ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

LOCAL ACHIEVEMENTS AND
RECOGNITIONS

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Nicole Berzin, Communications
Director

5. **Background:**

Florida City Government Week, held annually in October, is a time for cities across the state to celebrate, showcase and engage citizens in the work of municipal government. Municipal government is the government closest to the people and generally receives higher approval ratings than other levels of government. Yet, many residents are unaware of how city services impact their lives. This year Florida City Government Week will be held October 21-27, 2024.

Attachments:

1. 24-188, FL Cities Week 2024 (1) ns

Financial Impact:

None

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
Nicole Berzin, Communications Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 9/19/2024
Approved - 9/19/2024
Approved - 9/26/2024
Approved - 9/27/2024
Final Approval - 9/27/2024

RESOLUTION NUMBER 24-188

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, RECOGNIZING FLORIDA CITY GOVERNMENT WEEK, OCTOBER 21 – 27, 2024, ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, City government is the government closest to most citizens and the one with most daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

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

Section 1. That the Town of Fort Myers Beach encourages all citizens, town government officials and employees to participate in events that recognize and celebrate Florida City Government Week.

Section 2. That the Town of Fort Myers Beach encourages educational partnerships between the Town and schools, as well as civic groups and other organizations.

Section 3. That the Town of Fort Myers Beach supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

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 King, Council Member
Scott Safford, Council Member
Karen Woodson, Council Member

ADOPTED this 7th day of October 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 SOLELY:

Vose Law Firm, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of October 2024.



Fort Myers Beach Town Council

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

Minutes

Monday, September 23, 2024

6:00 PM

ORDER OF BUSINESS

DRAFT

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

Mayor Allers listed changes in Public Hearings. Items C, E, H and I will be continued to October 7, 2024, at 9:00 a.m. and Item L. will be continued to October 21, 2024, at 9:00 a.m. Under the Administrative Agenda, remove Item E. Town Attorney Nancy Stuparich stated that they were discussing the settlement and that the appeal would be resolved if a resolution was reached. Item G. under Public Hearings will be opened for discussion and the town council will decide whether it should be continued to October 7, 2024.

Town Manager Hyatt stated that the governor declared a state of emergency, including Lee County, and he requested a resolution under the consent agenda declaring a state of emergency.

Council Member King moved to approve the amended final agenda, seconded by Council Member Safford.

Vice Mayor Atterholt asked Town Manager Hyatt to review the evacuation and reentry process for severe weather events. Fire Chief Scott Wirth encouraged people to make sure they have a hurricane plan and supplies. He described the process for people returning to the island.

The motion carried unanimously.

V. PUBLIC COMMENT

Tyler Spradling, resident, introduced himself and stated he was applying for a seat on the LPA (Local Planning Agency).

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member King stated that Doug Hattaway from the Trust for Public Land gave him a poetry book by Eleanor Newton and a pamphlet regarding Mr. Newton. He donated them to the town.

Council Member Safford expressed condolences for the loss of Mike Yost last week. He commented that he was a legend and the outpouring was incredible. Mayor Allers indicated that Mr. Yost's mother wanted to donate some of his items to the Historical Society.

No items from other members.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

No items.

VIII. APPROVAL OF MINUTES**A. Town Council - September 9, 2024**

Council Member King moved to approve the minutes, seconded by Council Member Woodson.

The motion carried unanimously.

B. Town Council Budget Hearing - September 9, 2024

Council Member King moved to approve the minutes, seconded by Council Member Woodson.

The motion carried unanimously.

IX. CONSENT AGENDA

Mayor Allers read the title of Resolution 24-192, declaring a state of local emergency due to the potential tropical cyclone 9.

Council Member King moved to approve the consent agenda, seconded by Council Member Woodson.

The motion carried unanimously.

X. ITEMS REMOVED FROM CONSENT AGENDA

XI. PUBLIC HEARINGS

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

A. Resolution 24-189; SEZ20240200, 6500 & 6502 Estero Privateer

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/DENYING SPECIAL EXCEPTION SEZ20240200 TO ALLOW REPAIRS TO A RETAINING WALL IN THE EC ZONING DISTRICT AS AUTHORIZED BY SECTION 6-366 OF THE TOWN OF FORT MYERS LAND DEVELOPMENT CODE FOR PROPERTY LOCATED AT 6500 AND 6502 ESTERO BOULEVARD; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. No ex parte communications were disclosed. The applicant confirmed receipt of the agenda and background materials.

Community Development Principal Planner Judith Frankel reviewed the background of the request as stated on the blue sheet. She noted the staff recommended two conditions.

John Siekmann from Stokes Marine represented the applicant. He stated it was a repair to the existing retaining wall and the footprint would not change. No public comment.

Council Member King moved to approve the resolution, seconded by Council Member Safford.

The motion carried unanimously by roll call vote.

B. Resolution 24-187; SEZ20240024, 1400 Estero Blvd, Lani Kai

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVE/ APPROVE WITH CONDITIONS/ DENY SPECIAL EXCEPTION FOR 1400 ESTERO BLVD, LANI KAI RESORT TO REBUILD PAVER DECKS, BEACH-BAR STRUCTURES, WALKWAYS, COVERED SCREENED AREAS, GAZEBO, PLANTING AREAS AND WOOD DECKING TO PRE-IAN CONDITION FULLY IN THE EC ZONING.

Mayor Allers read the title of the resolution. No ex parte communications were disclosed, although all are familiar with the property. The applicant confirmed receipt of the agenda and background materials.

Community Development Senior Planner Jason Smalley reviewed the background of the request as stated on the blue sheet. He noted that the structures would break away during a storm and the applicant was asking for what existed prior to the hurricane. He added that one of the conditions in the staff report was updating their permit application from the FDEP (Florida Department of Environmental Protection).

Greg Stuart from Stuart & Associates Planning and Design Services represented the applicant. He stated that they agreed with the conditions and were not requesting more than what they had.

Kara Stewart represented the applicant and explained that FEMA allowed quick disconnect accessory structures and that there were several steps in the approval process. Ken Conidaris, applicant, commented that they were trying to open, and it would be better than ever. Mike Conidaris, applicant, stated that they should open on November 1, 2024. Mayor Allers asked whether they would downsize some of the paver area and they agreed. Ms. Stewart clarified they were approximately 140 feet from the mean high-water line. No public comment.

Vice Mayor Atterholt moved to approve the resolution with conditions, seconded by Council Member Woodson.
The motion carried unanimously by roll call vote.

C. Resolution 24-190; 3030 Shell Mound FMB Art Association

Request to continue to a date certain of October 7, 2024 at 9:00 AM

A RESOLUTION VACATING AN UTILITY EASEMENT LOCATED OVER REAL PROPERTY OWNED BY FORT MYERS BEACH ART ASSOCIATION, GENERALLY LOCATED AT 3030 SHELL MOUND BOULEVARD, FORT MYERS BEACH; ACCEPTING AND ACCEPTING AND APPROVING A COMPARABLE REPLACEMENT EASEMENT TO BE LOCATED ON THE SAME REAL PROPERTY, SUBJECT TO TERMS AND CONDITIONS AS CONTAINED IN A SECOND AMENDED AND RESTATED UTILITY EASEMENT AGREEMENT; DIRECTING THE TOWN COUNCIL TO ACCEPT THE SECOND AMENDED AND RESTATED UTILITY EASEMENT AND AGREEMENT; DIRECTING CLERK TO RECORD THIS RESOLUTION; AUTHORIZING THE MAYOR TO SIGN ALL NEEDED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

Continued.

D. Ordinance 24-27; DCI20240155, 2545 & 2555 Estero Blvd., FMB Fire Control District

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 2545 AND 2555 ESTERO BLVD., GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W3-00458.0000; 19-46-24-W3-00458.0010 IN FORT MYERS BEACH, TO ALLOW A FIRE STATION AND A MIXED USE DEVELOPMENT INCLUDING CIVIC, RESIDENTIAL, LODGING, RETAIL, OFFICE AND MARINE USES; PROVIDING FOR OTHER 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 ordinance. Council Member Safford disclosed that his wife is a fire commissioner, but they have not discussed the project. There were no disclosures from other members. The applicant confirmed receipt of the agenda and background materials.

Principal Planner Frankel reviewed the background of the request as stated on the blue sheet.

Greg Stuart from Stuart & Associates Planning and Design Services represented the applicant. His presentation included The New FMB Fire Station Location - Enhancing the Civic Core, The Existing CPD - ORD 08-08, The New Master Concept Plan, The New Fire Station Design, Elevations, Findings and Deviations Findings.

No public comment.

Council Member King moved to approve the ordinance for a second reading on October 7, 2024, at 9:00 a.m., seconded by Council Member Woodson. The motion carried unanimously by roll call vote.

- E. Ordinance 24-28; CPD20240015 1836 & 1840 Estero Blvd - EIBC Request to continue to a date certain of October 7, 2024 at 9:00 AM AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING A TOWN OF FORT MYERS BEACH ORDINANCE, AND APPROVING THE CONDITIONS FOR THE COMMERCIAL PLANNED DEVELOPMENT REZONING FOR THE PROPERTIES LOCATED AT 1836 AND 1840 ESTERO BLVD. (LESS THE AREA WITHIN THE ENVIRONMENTALLY CRITICAL ZONING DISTRICT), GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W4-03200.00CE AND 19-46-24-W4-03200.1010 FORT MYERS BEACH; PROVIDING FOR OTHER 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 ordinance and Town Attorney Stuparich read a slightly different title. Mayor Allers indicated that the applicant requested a continuance to October 7, 2024.

Council Member Woodson moved to move forward with the first reading and have the second reading on October 7, 2024, at 9:00 a.m. No second.

Vice Mayor Atterholt moved to continue the ordinance to October 7, 2024, at 9:00 a.m., seconded by Council Member King.

The motion carried 4-1 by roll call vote, with Council Member Woodson dissenting.

- F. Ordinance 24-26; CB Zoning District Amendment

First reading and Public Hearing on a proposed ordinance entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING 1) TABLE 34-2 TITLED "USE SUB-GROUPS PERMITTED IN EACH ZONING DISTRICT" IN CHAPTER 34, ARTICLE III, DIVISION 2 TO AMEND THE ALLOWED SUB-GROUPS, FOR THE CB ZONING DISTRICT, FROM LIMITED TO OPEN FOR THE LODGING, OFFICE, AND RETAIL USE GROUPS; 2) THE LAND DEVELOPMENT CODE SUBDIVISION V. – CB ZONING DISTRICT FOUND IN CHAPTER 34, ARTICLE III, DIVISION 5. – REDEVELOPMENT ZONING DISTRICT TO PLACE LIMITATIONS ON NEW OUTDOOR DINING AND OUTDOOR ENTERTAINMENT USES; PROVIDING FOR SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS; CONFLICTS OF LAW; AND PROVIDING AN EFFECTIVE DATE. Open the public hearing and schedule for second reading and final adoption on October 7, 2024 at 9:00 a.m.

Mayor Allers read the title of the ordinance. No ex parte communications were disclosed.

Community Development Planner Sarah Propst reviewed the background of the ordinance as stated on the blue sheet and explained the special exception process. She displayed maps showing which areas were zoned CB and noted the majority were already commercial. She thought the uses were reasonable and there were safeguards in place to prevent them from going above and beyond. No public comment.

Council Member Safford moved to approve moving the ordinance to a second reading on October 7, 2024, seconded by Vice Mayor Atterholt. The motion carried unanimously.

G. Ordinance 24-20; DCI20240130 Margaritaville Signs

Request to Continue to a date certain of October 7, 2024

First Reading and Public Hearing on a proposed ordinance entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING TOWN OF FORT MYERS BEACH ORDINANCE NO. 24-01, AND APPROVING DEVIATIONS FOR THE COMMERCIAL PLANNED DEVELOPMENT ZONING FOR THE PROPERTY LOCATED AT 1170, 1180/1192, 1204/1206 ESTERO BLVD., 251 CRESCENT ST., 1150 FIFTH ST. AND UNADDRESSED PARCELS, PARCELS GENERALLY IDENTIFIED AS STRAP NUMBERS 24-46-23-W3-00205.0070 (MCP PARCEL #3), 24-46-23-W3-00006.0000 (MCP PARCEL #1), 24-46-23-W3-00206.0060 (MCP PARCEL #1), 24-46-23-W3-00009.0000 (MCP PARCELS #2 AND #5), 19-46-24-W4-U0494.2609 (MCP PARCEL #2), 24-46-23-W3-00205.0070, 19-46-24-W4-U0491.2610 (MCP PARCEL #2), 19-46-24-W4-0140B.0070 (MCP PARCELS #2 AND #5), 19-46-24-W4-U0496.2608 (MCP PARCEL #2), AND 19-46-24-W4-U0498.2607 (MCP PARCELS #2 AND #6) 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 public hearing and schedule for second reading and final adoption on September 23, 2024 at 6:00 PM.

Mayor Allers read the title of the ordinance.

Council Member King moved to continue to October 7, 2024, at 9:00 a.m., seconded by Council Member Safford.

The motion carried 4-0 by roll call vote, with Mayor Allers abstaining due to a business agreement with Margaritaville. He will complete Form 8B.

H. Ordinance 24-17; Advisory Committees

Request to continue to a date certain of October 7, 2024 at 9:00 AM Second Reading and Final Public Hearing of an Ordinance entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2-94 "QUALIFICATIONS AND APPOINTMENTS OF MEMBERS" AND SECTION 2-96 "REMOVAL OF AGENCY, BOARD, COMMITTEE OR COMMISSION MEMBERS" OF DIVISION 2 "PROCEDURES FOR THE ESTABLISHMENT OF BOARDS, COMMITTEES AND COMMISSIONS" OF ARTICLE IV "BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES" OF CHAPTER 2 "ADMINISTRATION" AND SECTION 34-113 "COMPOSITION, APPOINTMENT AND COMPENSATION OF MEMBERS" OF DIVISION 3 "LOCAL PLANNING AGENCY" OF ARTICLE II "ZONING PROCEDURES" OF CHAPTER 34 "ZONING DISTRICTS, DESIGN STANDARDS AND NONCONFORMITIES" OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, FLORIDA, REMOVING PROPERTY OWNERSHIP AS A QUALIFICATION REQUIREMENT FOR THE MEMBERS OF THE TOWN'S AGENCIES, BOARDS, COMMITTEES OR COMMISSIONS, INCLUDING THE TOWN'S LOCAL PLANNING AGENCY; ELIMINATING DUPLICATIVE LANGUAGE; ADDING A GRANDFATHER PROVISION FOR CURRENT NON-QUALIFYING MEMBERS OF THE TOWN'S BOARDS, AGENCIES, COMMISSIONS, AND COMMITTEES; ADDING A PROVISION TO SECTION 34-113, REGARDING THE MANDATORY ANNUAL FINANCIAL DISCLOSURE FORM AS REQUIRED BY THE FLORIDA COMMISSION ON ETHICS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.

Continued.

I. Resolution 24-178; Updating Town Council Procedure and Policy Manual

Request to continue to a date certain of October 7, 2024

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTIONS 2 AND 5 OF THE TOWN'S POLICIES AND PROCEDURES MANUAL TO MAKE IT CONSISTENT WITH ELIGIBILITY REQUIREMENTS FOR MEMBERS OF THE TOWN'S AGENCIES, BOARDS, COMMITTEES AND COMMISSIONS AND TO UPDATE REFERENCE TO REQUIRED FINANCIAL DISCLOSURE FORMS; AND PROVIDING FOR AN EFFECTIVE DATE.

Continued.

- J. Ordinance 24-19; Amendment for Immobilization Payment Options **Second and Final Reading of proposed Ordinance 24-19 entitled AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 28-30 "IMMOBILIZATION AND IMPOUNDING OF ILLEGALLY PARKED VEHICLES" OF DIVISION 1 "GENERALLY" OF ARTICLE II "STOPPING, STANDING AND PARKING" OF CHAPTER 28 "TRAFFIC AND VEHICLES" OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, TO INCLUDE THE ACCEPTED METHODS OF PAYMENT OF ANY FINES AND CHARGES RELATED TO ILLEGAL PARKING AND IMMOBILIZATION OF ILLEGALLY PARKED VEHICLES; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.**

Mayor Allers read the title of the ordinance. Director Kropacek stated that this was a rehash of the payment terms.

No public comment.

Council Member King moved to approve the ordinance, seconded by Council Member Woodson.

The motion carried unanimously.

- K. Ordinance 24-25; Public Camping or Sleeping **Second Reading and Final Public Hearing on proposed Ordinance 24-25 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING CHAPTER 16, ARTICLE I OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH BY CREATING SECTION 16-1 "PUBLIC CAMPING OR SLEEPING ON ANY PUBLIC PROPERTY, PUBLIC BUILDING, OR PUBLIC RIGHT-OF-WAY PROHIBITED," AND AMENDING ARTICLE IV OF CHAPTER 32, TO REMOVE SECTIONS 32-70 "APPLICABILITY," 32-71 "INTENT," AND 32- 72 "PROHIBITED"; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.**

Mayor Allers read the title of the ordinance. Town Attorney Stuparich stated that the Florida statutes have changed, and this ordinance helps to protect the town against lawsuits.

No public comment.

Council Member King moved to approve the ordinance, seconded by Council Member Woodson.

The motion carried unanimously.

L. Ordinance 24-30; Unsafe Building Code Appeals

Request to continue to a date certain of October 21, 2024 at 9:00 a.m. Second Reading and Final Public Hearing on proposed Ordinance entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING: 1) DIVISION 3 “UNSAFE BUILDING ABATEMENT CODE” OF ARTICLE I “PROPERTY MAINTENANCE CODES”; AND 2) DIVISION 2 “LEE COUNTY’S BOARDS OF ADJUSTMENT AND APPEALS” OF ARTICLE II “BUILDING CODES” OF CHAPTER 6 “MAINTENANCE CODES, BUILDING CODES AND COASTAL REGULATIONS” OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, TO AMEND EXISTING PROVISIONS RELATED TO APPEALS OF THE BUILDING OFFICIAL’S DECISIONS; DIVESTING THE LEE COUNTY CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE RESPONSIBILITY FOR REVIEW OF APPEALS OF THE TOWN BUILDING OFFICIAL’S DECISIONS INCLUDING BUT NOT LIMITED TO DETERMINATION OF AN UNSAFE BUILDING; AUTHORIZING THE TOWN OF FORT MYERS BEACH SPECIAL MAGISTRATES TO HEAR APPEALS OF THE TOWN’S BUILDING OFFICIAL’S DECISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.

Mayor Allers read the title of the ordinance. Town Attorney Stuparich explained that the ordinance would come back with additional options.

Council Member King moved to approve a continuance to October 21, 2024, at 9:00 a.m., seconded by Council Member Woodson. The motion carried unanimously by roll call vote.

M. Ordinance 24-24; Building Coverage Instead of FAR

Second Reading and Public Hearing of an ordinance entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING 1) TABLE 34-3 TITLED “DIMENSIONAL REGULATIONS IN CONVENTIONAL ZONING DISTRICTS” IN CHAPTER 34, ARTICLE III, DIVISION 4 TO CREATE NOTE (10) TO PROVIDE THAT DETACHED SINGLE-FAMILY AND TWO-FAMILY HOMES WITHOUT A COMMERCIAL USE, IN ANY CONVENTIONAL ZONING DISTRICT WHERE THAT USE IS ALLOWED, MAY BE EVALUATED BY BUILDING COVERAGE RATHER THAN FAR; 2) SECTION 34-675(C) IN CHAPTER 34, ARTICLE III, DIVISION 5 TO PROVIDE THAT BUILDING INTENSITY OF COMMERCIAL AND MIXED-USE BUILDINGS SHALL BE EVALUATED USING FLOOR AREA RATIO (FAR) AND DETACHED SINGLE-FAMILY AND TWO-FAMILY RESIDENCE INTENSITY SHALL BE EVALUATED USING BUILDING COVERAGE NOT TO EXCEED 40% IN THE DOWNTOWN ZONING DISTRICT; 3) SECTION 34-683 IN CHAPTER 34, ARTICLE III, DIVISION 5 RELATED TO THE CREATION OF NEIGHBORHOOD CENTERS IN THE SANTINI ZONING DISTRICT TO PROVIDE THAT DETACHED SINGLE-FAMILY AND TWO-FAMILY RESIDENCE BUILDING COVERAGE SHALL NOT EXCEED 40%; 4) SECTION 34-693 IN THE

VILLAGE ZONING DISTRICT REGULATIONS TO PROVIDE THAT COMMERCIAL AND MIXED-USE BUILDING INTENSITY SHALL BE EVALUATED USING FLOOR AREA RATIO (FAR) AND DETACHED SINGLE-FAMILY AND TWO-FAMILY RESIDENCE INTENSITY SHALL BE EVALUATED USING BUILDING COVERAGE AND SHALL NOT EXCEED 40%; 5) SECTION 34-705 IN THE CB ZONING DISTRICT TO PROVIDE THAT FOR COMMERCIAL AND MIXED-USE DEVELOPMENTS FLOOR AREA RATIOS SHALL NOT EXCEED 1.0 AND BUILDING COVERAGE FOR DETACHED SINGLE-FAMILY AND TWO-FAMILY RESIDENCES, BUILDING COVERAGE SHALL NOT EXCEED 40%; PROVIDING FOR SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS; CONFLICTS OF LAW; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the ordinance. Planner Propst reviewed the background of the request as stated on the blue sheet. Mayor Allers clarified this affected one and two-family residential structures and did not increase intensity or density.

No public comment.

Council Member Safford moved to approve the ordinance, seconded by Council Member Woodson.

The motion carried unanimously by roll call vote.

XII. ADMINISTRATIVE AGENDA

A. Ratification of Mayors signatures and changes to resolution

Motion to ratify the Mayor's signature and the changes made to Resolution 24-183 which was approved on September 9, 2024 Finance Director Joe Onzick explained that FEMA requested they delete section nine and renumber the remaining sections.

Vice Mayor Atterholt moved to approve, seconded by Council Member Woodson.

The motion carried unanimously by roll call vote.

B. CDBG-DR Public Facilities and Critical Infrastructure Awards

Accept CDBG-DR Funding awards in the amounts of up to \$8,336,753.00 and \$4,681,844.90 for the projects submitted to the Public Facilities and Critical Infrastructure CDBG-DR programs.

Director Kropacek stated that this was to accept the awards, and he described the projects.

Vice Mayor Atterholt moved to accept the funding, seconded by Council Member Woodson.

The motion carried unanimously.

C. Lobbyist Ronald L. Book, P.A. Contract Renewal

Authorize the Town Manager to renew and execute an agreement in the amount of \$45,000 with the Town's State Lobbyist, Ronald L. Book, P.A. Town Manager Hyatt noted the amount did not change.

Vice Mayor Atterholt moved to authorize, seconded by Council Member King.

The motion carried unanimously.

D. Contract for Sale, 6221 Estero Boulevard

Authorize the Mayor or Town Manager to sign all needed closing documents and for both to sign the closing statement approving the final expenditure of Town funds for the property at 6221 Estero Boulevard.

Town Manager Hyatt noted they were moving forward with purchasing the property and two demolition companies were lined up.

Vice Mayor Atterholt moved to authorize, seconded by Council Member Woodson.

The motion carried unanimously by roll call vote.

E. Settlement Agreement (131 Estero, LLC)

Proposed settlement agreement between the Town of Fort Myers Beach, Florida, and Kaminskiy at 131 Estero, LLC, the Owner of 131/133 Estero Blvd.

This item was removed.

F. Bandes Construction 3rd Amendment

Authorize the Mayor to execute Amendment #3 to the previous Non-Exclusive Right of Way Agreement with Bandes Construction Company, Inc. to extend the agreement for one additional month under the same terms and conditions.

Director Kropacek stated that they requested an extension because of an elevator repair.

Council Member King moved to authorize, seconded by Council Member Woodson.

The motion carried unanimously.

XIII. FINAL PUBLIC COMMENT

No public comment.

XIV. TOWN MANAGER'S ITEMS

Town Manager Hyatt indicated that a memorial service would be held at Santini Plaza on Saturday, September 28, 2024, at 8:00 a.m. to celebrate the town's resiliency and recovery. He was working with the architect on the design for the first floor on the new Town Hall and was hopeful they could move in by the first of the year. The landscaping design on Estero was moving forward and a water truck would be purchased.

Director Kropacek stated that notices of violation for trailers were drafted, and he explained that a third party would hear appeals. He noted that the town received the first violation because they could not move the trailers by November 18, 2024. He indicated that the town would go through the same process as others and encouraged people to contact him with questions.

Mayor Allers commented that people asked whether and when they needed to move trailers before the upcoming storm. Town Manager Hyatt replied that he was monitoring the weather and would have more information tomorrow.

XV. TOWN ATTORNEY'S ITEMS

Town Attorney Stuparich stated that one of the foreclosures was approved and the property would be auctioned on November 7, 2024, at 9:00 a.m. She added that the property might be sold privately before the auction date. The court found that the amount owed to the town was \$713,900.00.

Vice Mayor Atterholt questioned whether there was a way to encourage the owner of Key Estero to open shops in his plaza, as Mayor Allers mentioned. Town Attorney Stuparich explained that the Magistrate imposed a fine, which would be certified as a lien. After three months, the town can authorize foreclosure on the property. She noted that she could talk to the attorney to try to resolve the matter. Council Members Safford and Woodson stated that the owner would not change and had not shown any intent to move forward with anything other than a parking lot. Mayor Allers clarified that he was not offering the owner a lifeline. A consensus was reached to authorize the town attorney to negotiate with the owner's attorney.

Town Attorney Stuparich discussed the foreclosure case with Jesse Schmid and stated she was trying to bring it to completion. Mayor Allers asked for an update on unsafe structures. Director Kropacek responded that out of seven properties, a couple had come into compliance. Two vendors would inspect the other structures and submit prices to demolish. Town Attorney Stuparich added that only three unsafe properties were left to demo and notices would be posted on the property and in Town Hall when they had a demolition date.

XVI. COUNCILMEMBERS ITEMS AND REPORTS

Council Member King indicated that Doug Hattaway would like to give a presentation about the Bonita Estero rail trail project. The council agreed to invite him to an M&P and formal action could be taken at the following regular council meeting.

No items from other members.

XVII. ADJOURNMENT

Council Member King moved to adjourn, seconded by Council Member Safford. The motion carried unanimously.

The meeting was adjourned at 8:37 p.m.



Fort Myers Beach Town Council

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

Minutes

Monday, September 23, 2024

5:01 PM

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. APPROVAL OF FINAL AGENDA

Vice Mayor Atterholt moved to approve the final agenda with Item C. moved before Item A., seconded by Council Member Safford.
The motion carried unanimously.

III. PUBLIC COMMENT

No public comment.

IV. PUBLIC HEARINGS

A. Resolution 24-184; FY25 Final Millage Rate

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE FINAL AD VALOREM MILLAGE RATE FOR THE TOWN OF FORT MYERS BEACH, FLORIDA FOR FISCAL YEAR 2024-2025 COMMENCING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 FOR THE PURPOSE OF PROVIDING SUFFICIENT FUNDS FOR THE GENERAL FUND; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Director Onzick reviewed the presentation with Maintaining Millage Rate, Roll Back Rate, Final Millage Rate Compared to Roll Back Rate, Stabilizing the Millage Rate, Use of Revenue Generated by Final Millage Rate, Fort Myers Beach Share of Property Tax Bill and Surrounding Millage Rates.

No public comment.

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

The motion carried unanimously by roll call vote

B. Resolution 24-185; FY25 Final Budget

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2024-2025 COMMENCING OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Allers read the title of the resolution. Director Onzick displayed slides including Overview, Changes to Budget Document Since 1st Budget Hearing, Required Amendments to Budget Document and Guiding Principles. He corrected the Bay Oaks Recreational Campus Redevelopment Grant to \$1 million instead of \$2 million and its capital expense budget had to be lowered by \$1 million.

He explained that the Mound House and other capital projects were not in the budget yet because they could not be obligated without knowing how they would be paid for. He noted that adjustments could be made throughout the year as information comes to light. He recommended considering using ARPA (American Rescue Plan Act) funds of \$877,000.00 for the underground exhibit repairs in the Mound House. Culture, Parks & Recreation Director Jeff Hauge stated that it would cost approximately \$200,000.00 to put it back to the way it was, but that was not the best setup. He explained how Ian damaged the exhibit. Town Manager Hyatt will decide how to allocate ARPA funds before expiring at the year's end. Director Onzick added that the ARPA funds were in the budget to be spent this year but have not been specified.

Compliance and Operations Director Frankie Kropacek explained that the Tier 1 stormwater was a capital project with its own funding and a priority for the town.

Director Onzick continued with the Bridge Loan Calculation, Changes in Position Count by Department Since FY24, General Fund Revenue by Source as Percent of Whole, General Fund Expense by Category as Percent of Whole, General Fund Expense Categories by Year, General Fund Expenses by Department, All Funds Revenue by Source as Percent of Whole, Use of Reserves, Grant Revenue, Other Revenue Detail, All Funds Expense by Category as Percent of Whole, All Funds Expense Categories by Year, All Funds Expense Budgets by Fund, Capital Budget Items, FDEM FEMA Project Loan, Fund Balance Projection by Fund, Cash Balance Projection by Fund, \$10 MM Capital Improvement Note, DEO Bridge Loan, Florida State Revolving Fund and The Requested Amendment to Budget: "as amended to include \$1 million reduction in FDEP grant and \$1 million reduction in capital budget for Bay Oaks Recreational Campus."

No public comment.

Council Member King moved to approve the resolution as amended to include \$1 million reduction in FDEP grant and \$1 million reduction in capital budget for Bay Oaks Recreational Campus, seconded by Council Member Safford.

The motion carried unanimously by roll call vote.

C. Resolution 24-186; FY25 Final Fee Schedule

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, ADOPTING THE FINAL FEE SCHEDULE FOR FISCAL YEAR 2024-2025 COMMENCING OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025; ADOPTING A FEE REFUND POLICY; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Allers read the title of the resolution. Finance Director Joe Onzick presented a change to the Mooring Field Fee Schedule. Harbormaster Cutis Ludwig explained that increasing the monthly rate would put them out of competition, but increasing the daily rate kept them in the middle of the range. The credit card processing fee will be adjusted. Director Onzick reviewed the Resident Parking Permit Data. Mayor Allers stated he was interested in the data and did not intend to proceed with any action. Director Onzick continued with a Summary of Fee Schedule Changes and the Fee Refund Policy Update. Town Attorney Stuparich suggested adding a sentence that the "Town Council shall hear and decide appeals of application of the refund policy" in case refund charges were accidentally duplicated.

Council Member King moved to approve the amended resolution, seconded by Council Member Safford.

The motion carried unanimously by roll call vote.

V. FINAL PUBLIC COMMENT

No public comment.

VI. ADJOURNMENT

Council Member King moved to reconvene at 6:00 p.m., seconded by Council Member Safford.

The motion carried unanimously.

The meeting was adjourned at 5:55 p.m.



Fort Myers Beach Management & Planning Session

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

Minutes

Wednesday, September 18, 2024

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

CELCAB Chair Barbara Hill called the meeting to order.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

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

CELCAB Members present: CELCAB Chair Hill, CELCAB Member Henderson (virtually), CELCAB Member Simpson, CELCAB Member Smith, CELCAB Member Vaughan and CELCAB Member Werner.

Chair Hill moved to allow CELCAB Member Henderson to participate virtually with no second.

The motion carried unanimously.

Vice Mayor Atterholt moved to allow CELCAB Member Henderson to participate virtually, seconded by Council Member Safford.

The motion carried unanimously.

IV. PUBLIC COMMENT

No public comment.

V. ITEMS FOR DISCUSSION

- A. Defining roles and responsibilities of staff, CELCAB, and Town Council
Museum Manager Adam Knight stated that the meeting was to discuss the Mound House's future and ensure everyone was on the same page. Dr. Scott Neil introduced himself and reviewed his background. He described the museum assessment and noted this meeting was focused on the governance portion. After the meeting, he will give recommendations and suggestions to make things work better.

Dr. Neil asked what the mission of the Mound House was. Vice Mayor Atterholt described how the Town Council and CELCAB worked together to govern the Mound House. CELCAB Member Vaughan described the close-knit beach community and stated the mission was to preserve the history of the Mound House and everyone who lived there. CELCAB Member Smith added that they wanted to bring the culture and knowledge of their past heritage to the area.

Dr. Neil asked whether the town considered the museum a town museum or a separate entity within the Mound House. CELCAB Member Vaughan replied that they were a Venn diagram. Mayor Allers commented that it was a town museum. CELCAB Member Smith agreed and indicated that was a part of her speech as a docent of the Mound House.

Dr. Neil questioned the role of governance. Vice Mayor Atterholt explained that CELCAB was respected; they managed the day-to-day operations and oversaw policy dynamics. He noted that the Friends of the Mound House were in charge of fundraising but also kept the community engaged in the Mound House. He added that the town council delegated oversight to CELCAB and the town council approved the budget. The Town Council showed deference and yielded to CELCAB recommendations. Council Member Safford indicated that everyone in the community chipped in to promote the Mound House.

Dr. Neil asked whether there was a relationship with the Historical Society. CELCAB Member Simpson explained that the Historical Society was inactive for a while because its building was damaged, but there was no conflict with the Mound House. They were trying to increase participation and a couple of events were scheduled for the end of the year. She noted there were new people interested in the historical cottage, but they did not mention the Mound House at the meeting.

Chair Hill agreed with Vice Mayor Atterholt's description of the symbiotic relationship between the town council and CELCAB. She pointed out that the town council provided direction for staff to do the actual work.

Dr. Neil asked who had recently visited the Mound House and everyone replied. Vice Mayor Atterholt stated that meetings were held there after the hurricane. The Public Safety Committee and other entities still hold meetings there.

Dr. Neil felt that they needed to look at making the Mound House a wedding destination. He questioned where they thought the Mound House should be in five, ten or fifteen years. He stated that they needed a strategic plan for the Mound House. Council Member Safford described having more events like movie nights and concerts in addition to weddings. Council Member Woodson commented that after the town council had its strategic plan in place, advisory committees could align their strategic plans with the town.

CELCAB Member Vaughan noted that CELCAB had been having strategic planning sessions. CELCAB Member Smith described how popular the underground exhibit was and she would like to see resources go to repairing

it. Mayor Allers mentioned incorporating a ferry service to the Mound House as a destination stop and would like to see the fishing tournaments expanded. Vice Mayor Atterholt stated that a private entity was looking at a ferry service and the Mound House was a proposed stop. He suggested that the Mound House could take advantage of a loan exhibit program to drive attendance. Dr. Neil suggested that the collection be in the Mound House so the museum registrar would not have to travel so far to do her work. He felt the flow in the house would have to change in order to display rotating exhibits. Chair Hill asked whether storing the collection on the island at the new town hall would suffice. Dr. Neil replied that it would have to be secure. Chair Hill added that having rotating exhibits was part of CELCAB's mission. Mayor Allers brought up acquiring land close by for parking and a secure facility for the collection. Dr. Neil mentioned public trust foundations that purchased and donated the land to the town.

Chair Hill described how the Sunshine Laws challenged CELCAB, volunteers and the non-profit Friends of the Mound House. Town Attorney Stuparich explained the Sunshine Laws and risk management. Chair Hill questioned whether there was a policy to protect individuals on two boards simultaneously, like CELCAB and the Friends of Mound House board. Town Attorney Stuparich thought one person could serve on both boards, but she would double-check. CELCAB Member Werner commented that if the Friends board were separate from CELCAB, there would be no one left.

Dr. Neil described why he felt the Mound House and staff were a gem. He questioned whether there was an educational requirement in Florida to learn Florida's history. He described how they satisfied the requirements in Oklahoma. He was told that fourth graders in Florida must learn Florida's history. He indicated they could teach classes about the Mound House online with the right technology. Dr. Neil noted the limitation was one road in and one out, although a ferry would help.

Mayor Allers asked what they could easily implement to attract visitors. Dr. Neil replied that establishing a temporary exhibit would be easy to do and figure out the flow of the house. He suggested that graduate students, interns and the tribes assist in aspects of the Mound House. Chair Hill stated getting the underground exhibit operational was a core part of the programming. Although funds were not in the budget this year, it was imperative to fix what was there.

Council Member Woodson discussed the lack of resources. Dr. Neil will include grant opportunities in his report. He indicated that the Friends could write and manage grants. CELCAB Member Werner stated they needed more people on the island. Dr. Neil commented they had to grow and not remain static. He suggested that CELCAB step back and trust Museum Manager Knight to do his thing. CELCAB Member Smith addressed the lack of signage. Dr. Neil agreed and shared his experience of driving there yesterday.

Dr. Neil addressed marketing and Museum Manager Knight described receiving a Bay Oaks brochure at a restaurant. Dr. Neil brought up educational outreach to schools. He described the next steps and noted the report would be sent to Museum Manager Knight. He would follow up in a year.

- B. Mound House's Current Role
See A.
- C. Mound House's Future Role
See A.

VI. ADJOURNMENT

CELCAB moved to adjourn with no second.

The motion carried unanimously.

Council Member King moved to adjourn, seconded by Vice Mayor Atterholt. The motion carried unanimously.

1. **Request:**

Meeting Date: October 21, 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. 24-193, Extending Declaration of Local Emergency Ian 10.8.24-10.14.24
2. 24-194, Extending Declaration of Local Emergency Ian 10.15.24-10.21.24
3. 24-195, Extending Declaration of Local Emergency Ian 10.22.24-10.28.24
4. 24-196, Extending Declaration of Local Emergency Ian 10.29.24-11.4.24

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 - 9/24/2024
Approved - 9/26/2024
Approved - 9/27/2024
Final Approval - 9/27/2024

RESOLUTION 24-193

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 8th day of October 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 _____ 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 7th day of October 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 the ____ day of October 2024.

RESOLUTION 24-194

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 15th day of October 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 _____ 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 7th day of October 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 the ____ day of October 2024.

RESOLUTION 24-195

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 22nd day of October 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 _____ 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 7th day of October 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 the ____ day of October 2024.

RESOLUTION 24-196

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 29th day of October 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 _____ 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 7th day of October 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 the ____ day of October 2024.

1. **Request:**

Meeting Date: October 21, 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. 24-197, Extension of Local Emergency - Idalia 10.8.24-10.14.24
2. 24-198, Extension of Local Emergency - Idalia 10.15.24-10.21.24
3. 24-199, Extension of Local Emergency - Idalia 10.22.24-10.28.24
4. 24-200, Extension of Local Emergency - Idalia 10.29.24-11.4.24

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 - 9/25/2024
Approved - 9/25/2024
Approved - 9/25/2024
Final Approval - 9/25/2024

RESOLUTION NUMBER 24-197

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 Wood _____ son, 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 7th day of October 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 October 2024.

RESOLUTION NUMBER 24-198

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 Wood _____ son, 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 7th day of October 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 October 2024.

RESOLUTION NUMBER 24-199

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:
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 - (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 Wood _____ son, 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 7th day of October 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 October 2024.

RESOLUTION NUMBER 24-200

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.**

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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:
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 - 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.
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- (c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.
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 - (e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.
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 - (i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
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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.

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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 Wood _____ son, 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 7th day of October 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 October 2024.

1. **Request:**

Meeting Date: October 21, 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 TROPICAL STORM DEBBY 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 Tropical Storm Debby

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 24-154.

Attachments:

1. 24-201, Extension of Local Emergency - Debby 10.8.24-10.14.24
2. 24-202, Extension of Local Emergency - Debby 10.15.24-10.21.24
3. 24-203, Extension of Local Emergency - Debby 10.22.24-10.28.24
4. 24-204, Extension of Local Emergency - Debby 10.29.24-11.4.24

Financial Impact:

6. **Alternative Action**

Do not approve and end the Local State of Emergency for Tropical Storm Debby

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

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

Created/Initiated - 9/25/2024
Approved - 9/25/2024
Final Approval - 9/25/2024

RESOLUTION NUMBER 24-201

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO TROPICAL STORM DEBBY; 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 Tropical Storm Debby impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on August 5, 2024, 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 therefore, 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 7th day of October 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 October 2024.

RESOLUTION NUMBER 24-202

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO TROPICAL STORM DEBBY; 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 Tropical Storm Debby impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on August 5, 2024, 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 therefore, 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 7th day of October 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 October 2024.

RESOLUTION NUMBER 24-203

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO TROPICAL STORM DEBBY; 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 Tropical Storm Debby impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on August 5, 2024, 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 therefore, 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 7th day of October 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 October 2024.

RESOLUTION NUMBER 24-204

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE OF LOCAL EMERGENCY DUE TO TROPICAL STORM DEBBY; 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 Tropical Storm Debby impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on August 5, 2024, 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 therefore, 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 7th day of October 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 October 2024.

1. **Request:**

Meeting Date: October 21, 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 HELENE (FORMERLY KNOWN AS POTENTIAL TROPICAL CYCLONE NINE) 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 Helene

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 24-192

Attachments:

1. 24-205, Extension of Local Emergency - Helene 10.8.24-10.14.24
2. 24-206, Extension of Local Emergency - Helene 10.15.24-10.21.24
3. 24-207, Extension of Local Emergency - Helene 10.22.24-10.28.24
4. 24-208, Extension of Local Emergency - Helene 10.29.24-11.4.24

Financial Impact:

6. **Alternative Action**

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

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

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

Created/Initiated - 9/25/2024
Approved - 9/25/2024
Final Approval - 9/25/2024

RESOLUTION NUMBER 24-205

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 HELENE (FORMERLY KNOWN AS POTENTIAL TROPICAL CYCLONE NINE); 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 Helene impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on September 23, 2024, 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 therefore, 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 7th day of October 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 October 2024.

RESOLUTION NUMBER 24-206

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 HELENE (FORMERLY KNOWN AS POTENTIAL TROPICAL CYCLONE NINE); 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 Helene impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on September 23, 2024, 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.
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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 therefore, 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 7th day of October 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 October 2024.

RESOLUTION NUMBER 24-207

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 HELENE (FORMERLY KNOWN AS POTENTIAL TROPICAL CYCLONE NINE); 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 Helene impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on September 23, 2024, 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 therefore, 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 7th day of October 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 October 2024.

RESOLUTION NUMBER 24-208

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 HELENE (FORMERLY KNOWN AS POTENTIAL TROPICAL CYCLONE NINE); 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 Helene impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on September 23, 2024, 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 therefore, 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 7th day of October 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 October 2024.

1. **Request:**

Meeting Date: October 21, 2024

First reading and public hearing on proposed ordinance entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING A TOWN OF FORT MYERS BEACH ORDINANCE, AND APPROVING THE CONDITIONS FOR THE COMMERCIAL PLANNED DEVELOPMENT REZONING FOR THE PROPERTIES LOCATED AT 1836 AND 1840 ESTERO BLVD. (LESS THE AREA WITHIN THE ENVIRONMENTALLY CRITICAL ZONING DISTRICT), GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W4-03200.00CE AND 19-46-24-W4-03200.1010 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 public hearing and schedule for second reading and final adoption on October 28, 2024 at 9:00 AM.

Why the action is necessary:

An ordinance must be approved to allow the applicant to re-develop their timeshare building, the number of units is being vested through the use of the Post Disaster Buildback policy, the CPD would allow them to propose deviations based on building design and inconsistencies with developing their building and having to meet some of the architectural standards.

What the action accomplishes:

Approval of the CPD ordinance and the requested deviations will allow for the rebuild of the 75 timeshare units that existed pre-storm.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

Jason Smalley, Senior Planner

5. **Background:**

The applicant is requesting a Commercial Planned Development (CPD) ordinance for the re-development of a 75-unit timeshare condominium. The applicant is requesting four deviations: 1) an additional 46-feet in height above the Design Flood Elevation (DFE); 2) relief from the requirement to screen under-building parking areas; 3) relief from requirements that the building provide an entrance on Estero Blvd.; 4) relief from requirements that building with more than 50-feet of frontage on Estero Blvd. provide operable doors for public access no more than 50-feet apart, and; 5) a request to increase FAR from 1.4 to 1.67 if the deviation to remove the ground-floor area is not approved.

The LPA voted 5-2 to recommend that the Town Council approve the application and the addition of two Conditions of Approval.

The case was continued at the September 23rd Town Council hearing.

Attachments:

1. 24-28, CPD EIBC CPD Ordinance 1st TC
2. TC Staff Report Oct 7
3. Exhibit A - Schedule of Uses_Conditions of Approval
4. Exhibit B - Master Concept Plan
5. Comprehensive Plan_Applicant Narrative
6. Deviations_Applicant Narrative
7. Landscape Plan
8. EIBC Architectural Renderings

Financial Impact:

Unknown

6. Alternative Action

APPROVE WITH CONDITIONS or DENY

7. Management Recommendations:

Approve with conditions

8. Recommended Approval:

Sarah Propst, Community Development, Planning Manager
Frankie Kropacek, Operations & Compliance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 9/30/2024
Approved - 9/30/2024
Approved - 9/30/2024
Approved - 9/30/2024
Final Approval - 9/30/2024

ORDINANCE 24-28
(Estero Beach Club)

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING A REQUEST TO REZONE PROPERTY LOCATED AT 1836 AND 1840 ESTERO BLVD. (LESS THE AREA WITHIN THE ENVIRONMENTALLY CRITICAL ZONING DISTRICT), GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W4-03200.00CE AND 19-46-24-W4-03200.1010 FORT MYERS BEACH FROM DOWNTOWN DISTRICT TO COMMERCIAL PLANNED DEVELOPMENT; APPROVAL OF FIVE (5) DEVIATIONS FROM THE FORT MYERS BEACH CODE OF ORDINANCES, A SCHEDULE OF USES AND A MASTER CONCEPT PLAN; 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, Estero Island Beach Club Association, Inc., owner, and Fred Drovdlc, AICP with RVi Planning & Landscape Architecture, as agents for the owner (collectively "Applicant") of property generally located 1836 and 1840 Estero Blvd, Fort Myers Beach and identified as STRAP numbers 19-46-24-W4-03200.00CE and 19-46-24-W4-03200.1010 ("the Property"), filed an application to rezone the Property from Downtown zoning district to Commercial Planned Development, with an attached Master Concept Plan (MCP) in order to redevelop a timeshare condominium and associated facilities, on the Property's 1.92+/- acres more or less; and

WHEREAS, the Property is located in the Pedestrian Commercial Future Land Use Category of the Comprehensive Plan of the Town of Fort Myers Beach; and

WHEREAS, the applicant has indicated the subject property is under common control and Estero Island Beach Club Association serves as the managing entity listed in the public records of Lee County Property Appraiser; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on June 11, 2024; and

WHEREAS, at the September 3, 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 Section 34-85 of the Town of Fort Myers Beach Land Development Code ("LDC"); and

WHEREAS, at the September 3, 2024 public hearing the LPA recommended approval by

a 5 to 2 vote based on a finding that the approval is in compliance and consistent with the Town of Fort Myers Beach Comprehensive Plan and the LDC; and

WHEREAS, a Business Impact Estimate has been prepared and timely published on the Town's website; and

WHEREAS, on September 23, 2024 the Town Council continued the case to the October 7, 2024 hearing; and

WHEREAS, on October 7, 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 Section 34-85 of the LDC; and

WHEREAS, the Town Council voted to have a second reading of the proposed Ordinance and a public hearing on this matter was legally advertised in on the ____ day of _____, 2024, which is 10 days prior to the Town Council second reading on the ____ day of _____, 2024; and

WHEREAS, at the _____, 2024 public hearing, 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 Section 34-85 of the LDC; and

WHEREAS, there are no outstanding fees associated with any notice, advertisement, and consulting services required by the Town; and

WHEREAS, Exhibit A contains a schedule of uses and development regulations and conditions associated with this proposed development and is incorporated by reference into the Ordinance; and

WHEREAS, Exhibit B contains a Master Concept Plan associated with this proposed development and is incorporated by reference into the Ordinance; and

WHEREAS, the Town Council finds that this request to APPROVE/ APPROVE WITH CONDITIONS/ DENY, is a unique and individual application which does not set precedent for future development or rezoning applications.

WHEREAS, approval of this request and Ordinance requires approval of the following deviations from the LDC:

Deviation #1

Deviate from LDC §34-675(b)(3)c that requires a maximum height of 40 feet above base flood elevation and no taller than three stories for properties on the south side of Estero Boulevard east of the main pedestrian crossing in the Downtown zoning district to allow a height of:

- 91 feet as measured from one foot over base flood elevation (BFE+1) or
- 87 feet above FDEP design flood elevation (DFE) and

- eight (8) stories (seven (7) stories over ground level parking).

Deviation #2

Deviate from LDC §34-992(c) requiring the principal facades of hotel buildings that will not contain commercial uses below base flood elevation to screen under-building parking areas in a manner acceptable to the town manager or designee to allow no screening of the parking area.

Deviation #3

Deviate from LDC §34-995(b)(1) regarding entrances requires a primary entrance and views into the first floor of commercial buildings to allow the primary entrance to all buildings to face the street.

Deviation #4

Deviate from LDC §34-995(b)(4) regarding entrances requires a primary entrance and views into the first floor of commercial buildings to allow where building frontages exceed 50 feet, operable doors or entrances with public access shall be provided along streets at intervals averaging no greater than 50 feet.

Deviation #5

Deviate from LDC §34-633 which requires the gross floor area to include the total floor area of all stories of a building within the surrounding exterior walls (whether the walls are solid or screened), plus all area below an elevated building that is six feet or more in height, plus all stories of covered parking to allow not counting the ground level covered parking area towards FAR and therefore meeting the required 1.4 FAR for this Property or approval of an increase of the FAR from 1.4 to 1.67.

WHEREAS, the Town Council considered all relevant factors and made the following formal findings of fact regarding the rezoning request before making its final decision on the Ordinance as required by Sections 34-85 and 34-216 of the LDC:

- Minor ambiguities were resolved through the deviation process.
- Long-standing blighted conditions on the subject property can be ameliorated through approval of this rezoning.
- The rezoning would carry out the policies and requirements of the Comprehensive Plan and LDC.
- The Town Council carefully considered the testimony of the Applicant, the recommendations of staff and of the LPA, and testimony from the public.
- The rezoning would be consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses in the Comprehensive Plan.
- The rezoning would meet or exceed all performance and locational standards set forth for the proposed use.
- Urban services are available and adequate to serve the proposed use.
- The rezoning would protect, conserve, or preserve environmentally critical areas and natural resources.
- 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, LDC, 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.
- o. The rezoning meets all specific requirements of the Comprehensive Plan that are relevant to the request, including the following:
 - Policy 4-C-4 on building heights taller than the standard height limit
 - Policy 4-C-6 on hotel/motel densities
 - Policy 4-C-8 on density transfers
 - Policy 7-J-2 on traffic impact analyses and potential design improvements that could offset traffic impacts

WHEREAS, the Town Council made the following formal findings before making final decisions on the four requested deviations from "by-right" requirements of the LDC (see LDC 34-216 and 34-1803):

1. All aspects of the proposed development, as limited by the special conditions being imposed by the Town Council, are compatible with the surrounding area, including building height, traffic flow, and intensity of use.
2. The proposed development, as modified by these deviations, clearly exceeds all standards of the Fort Myers Beach Comprehensive Plan.
3. The proposed development, with the modified deviations being approved, does not exceed any maximum intensities contained in the Fort Myers Beach Comprehensive Plan.
4. Granting these deviations will enhance the achievement of the objectives of the proposed development.
5. The general intent of the LDC to protect public health, safety, and welfare will be preserved and promoted with these deviations.
6. These deviations operate to the benefit, or at least not to the detriment, of the public interest.
7. These deviations are consistent with the Fort Myers Beach Comprehensive Plan.

WHEREAS, the Town Council finds that this application to APPROVE/ APPROVE WITH CONDITIONS/ DENY Ordinance 24-__ as provided herein **consistent/ not consistent** with the Town of Fort Myers Beach Comprehensive Plan and LDC.

**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 meet its burden of proof that the requested rezoning in Ordinance No. 24-___ **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 hereby **DENIES/ APPROVES/ APPROVES WITH CONDITIONS** the requested rezoning.

Section 3. Town Ordinance 24-___ is adopted subject to the Schedule of Uses and conditions of approval in Exhibit A and the Master Concept Plan in Exhibit B, both of which are attached hereto and incorporated herein by this reference.

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 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 _____ day of August 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, LLP, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this _____ day of August 2024.

EXHIBITS

Exhibit A – Schedule of Uses and Conditions of Approval

Exhibit B – Master Concept Plan



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

TYPE OF CASE: Commercial Planned Development (CPD)

CASE NUMBER: CPD20240015

CASE NAME: 1836 Estero Blvd (incl. all associated addresses) CPD rezoning request to develop a timeshare building with five (5) deviations from the Land Development Code.

TOWN COUNCIL HEARING DATE: October 7, 2024, at 9AM
Continued from the September 23, 2024 Hearing

LPA HEARING DATE: September 3rd, 2024, at 9 AM

STAFF RECOMMENDATION: Approve with Conditions

**PREPARED/
SUBMITTED BY:** Jason Smalley- Senior Planner

I. LPA OUTCOME

Discussion during the meeting focused on the redesign of the building and pushing the mass of the building further towards to rear of the property. There were questions from LPA members and the public on whether the proposed building separation would cause loss of views across the property or create permanently shaded areas along the Town's beach access on Palm Ave.

The LPA voted 5-2 to recommend that the Town Council approve the application and the addition of two Conditions of Approval.

II. APPLICATION SUMMARY

Applicant/Owner: Estero Island Beach Club Association Timeshare

Request: A Commercial Planned Development (CPD) rezoning for the re-development of a 75-unit timeshare condominium. The applicant is requesting five deviations: 1) an additional

58-feet in height above the Design Flood Elevation (DFE); 2) relief from the requirement to screen under-building parking areas; 3) relief from requirements that the building provide an entrance facing Estero Blvd.; 4) relief from requirements that buildings with more than 50-feet of frontage on Estero Blvd. provide operable doors for public access no more than 50-feet apart, and; 5) a request to remove the lowest floor area from FAR calculations.

Subject property: See attached Master Concept Plan

Physical Address: 1836 Estero Blvd; 1840 Estero Blvd (building address)

STRAP #: 19-46-24-W4-03200.00CE & 19-46-24-W4-03200.1010

FLU: Pedestrian Commercial + Recreation

Zoning: Downtown + Environmentally Critical (Not part of rezone)

Adjacent zoning and land uses:

North: DOWNTOWN
Temporarily Occupied Commercial

South: ENVIRONMENTALLY CRITICAL AREA (EC)
Beach

East: DOWNTOWN
Hotel

West: DOWNTOWN
Commercial/ Residential

III. BACKGROUND AND ANALYSIS

Background:

Estero Island Beach Club was originally developed in 1981 under Lee County. The building was developed with 75 units, across two buildings that were two and three stories tall. The northernmost building on the property appears to have been very minimally seaward of the CCCL. The site contained multiple recreation facilities, like swimming pools, one of which was originally developed seaward of the CCCL. The applicant states that they will need to apply later for a Special Exception to repair the

remaining pool which appears to be seaward of the control-line. The proposal for redevelopment has been designed to ensure that all new structures will be constructed landward of the 1978 CCCL.

The applicant's lot is situated in the Downtown zoning district, surrounded by a multitude of uses, including resort uses which makes the redevelopment of the 75 timeshare units in-line with the other uses in the area.

Analysis:

Deviation #1: Deviate from LDC §34-675(b)(3)c that requires a maximum height of 40 feet above base flood elevation and no taller than three stories for properties on the south side of Estero Boulevard east of the main pedestrian crossing in the Downtown zoning district; to allow a height of:

- 102 feet as measured from one foot over base flood elevation (BFE+1) or
- 98 feet above FDEP design flood elevation (DFE) and
- ten (10) stories [nine (9) stories over ground level parking].

APPLICANT JUSTIFICATION: The permitted height in the Downtown District at this location is a maximum of 40 feet above base flood elevation per LDC [§34-675(b)(3)c. The BFE+1 at this location is 16 feet and the FDEP design flood elevation (DFE) to the Lowest Horizontal Structural Member (LHSM) is 20.3 feet. The proposed structure is a single building of 118 feet in total height from sea level.

The purpose of the Downtown zoning district is to create a desired quality and character of the center of the pedestrian-oriented commercial activities within the town. There is a mix of resort/hotel, rental and commercial properties that surround the subject property to the south and east with three (3) single-family homes to the north.

To the immediate south of the site is Beach Access #30 at the end of Palm Avenue and the Diamond Head Beach Resort – a 13-story resort that includes 121 hotel rooms, event space, commercial space, restaurant and bars, and other associated amenities.

Also, in the general vicinity are some of Fort Myers Beach's most high intensity establishments, including the Lani Kai Resort approximately 900 feet north of the site and the new Margaritaville Resort just ¼ mile north. 700 feet to the south of the subject property is the Neptune Resort, which recently filed for redevelopment of a 6-story structure and doubling the number of hotel rooms from 71 to 140 keys. Thus, the site is well located for redevelopment of timeshare resort uses in relation to similar uses, densities, and intensities in the Town's Downtown area.

Finally, the revised layout uses height to create a vertical development rather than sprawled horizontal layout that significantly increase the viewsheds to the Gulf of Mexico and the beach.

STAFF ANALYSIS: Staff recognizes that the location of the applicant's lot is adjacent and relatively close to multiple resorts which are both more intense and are taller than the proposed structure.

During review staff had recommended that the applicant consider redeveloping multiple buildings to avoid having to stack all 75 units within a taller, more intense structure. The applicant and the timeshare owners have priorities which include making the logistics of running the timeshare (housekeeping, maintenance etc.) easier if the staff of the complex doesn't have to move between separate building, and across the property. The applicant has also prioritized beach views for the owners—which is required in their HOA by-laws—but staff cannot review based on this requirement of their private deed restrictions and have noted that the open view requirements could be developed along with redevelopment of the 75 units while providing minimum landscaping and parking counts.

[*]To provide clarity regarding the overall height proposed, the building will be 112-feet above grade, not above sea level as was mentioned in the applicant's deviation justifications.

Deviation #2: Deviate from LDC §34-992(c) requiring the principal facades of hotel buildings that will not contain commercial uses below base flood elevation to screen under-building parking areas in a manner acceptable to the town manager or designee; to allow no screening of the parking area.

APPLICANT JUSTIFICATION: The use before the storm and the proposal is for timeshare units. Even though timeshare is categorized as hotel/motel and considered a commercial use, there is no storefront or retail/office uses on the ground floor. Because of the V-Zone screening is not desired. Moreover, because of the increased design flood elevations as determined by FEMA being nearly 21 feet from ground there is an opportunity to leave the parking under the first habitable floor unscreened to allow a view through the understory parking. Now, with that said, the property is proposing a 5-foot landscape buffer around the perimeter of the property, landscape islands in the new parking areas that will provide landscape-based improvements.

STAFF ANALYSIS: The applicant has proposed a series of plantings around the building which will partially obscure the ground-floor area, including parked vehicles. This requirement is somewhat at-odds with the LDC requirement that ground-floors on the beach-side of Estero be developed free of obstructions to mitigate risks during a storm event. Staff believes that with the proposed landscape

screening that the intent of the code has been respected, while at the same time meeting floodplain safety regulations.

Deviation #3: Deviate from LDC §34-995(b)(1) regarding entrances requires a primary entrance and views into the first floor of commercial buildings where:

- (1) The primary entrance to all buildings shall face the street

APPLICANT JUSTIFICATION: The use before the storm and the proposal is for timeshare units. Even though timeshare is categorized as hotel/motel and considered a commercial use, there is no storefront or retail/office uses on the ground floor that would dictate the needs for pedestrian interaction or entrances into storefronts.

STAFF ANALYSIS: The requirement to provide an entrance on Estero is less relevant when the proposed building is a condominium or timeshare since they do not plan to attract pedestrians or guests who are not renting/ occupying a unit. Not having an entrance on Estero will not largely affect their business or visitors to the island.

Deviation #4: Deviate from LDC §34-995(b)(4) regarding entrances requires a primary entrance and views into the first floor of commercial buildings where:

- (4) Where building frontages exceed 50 feet, operable doors or entrances with public access shall be provided along streets at intervals averaging no greater than 50 feet;

APPLICANT JUSTIFICATION & STAFF ANALYSIS: Please see Deviation #3

Deviation #5: Deviate from LDC §34-633 which requires the gross floor area include the total floor area of all stories of a building within the surrounding exterior walls (whether the walls are solid or screened), plus all area below an elevated building that is six feet or more in height, plus all stories of covered parking; to eliminate counting the ground level covered parking area towards FAR and meet the required 1.4 FAR for this subject property.

APPLICANT JUSTIFICATION: The LDC §34-675(c)(2) that limits the FAR of properties fronting on Estero Boulevard and fronting on the Bayfront pedestrian plazas to a maximum of 1.4.

The area of the subject property landward of the 1978 Lee County CCCL is 1.92 acres or 83,635.2 square feet. The land area used in the calculation is the gross

square footage within the site's private property line, minus wetlands, canals or other waterbodies, and minus any land designated "recreation" on the comprehensive plan's future land use map. Schedule of Deviations & Justifications Estero Island Beach Club CPD Page 2 of 3 The proposed building has an approximate footprint of 16,500 square feet on the parking level and a mix of floor areas on the 3-4 story building on Estero Boulevard and the nine (9) livable stories over 1st floor parking.

- The total proposed floor area is 120,000 square feet resulting in an FAR of 1.43.
- Approval of the deviation to eliminate counting the first-floor parking area in the FAR calculation reduces the floor area to 103,000 square feet. The result is an FAR of 1.23 in compliance with the maximum FAR of 1.4 permitted in the Downtown zoning district at this location.

It is our understanding that the Town staff, LPA and Council have moved towards future LDC amendments making this request permanent thus the request meets the intent of the will of the Town. If the deviation were to not be approved the project intends to comply with the maximum FAR of 1.4 by adjusting the building floor area.

STAFF ANALYSIS: Staff agrees that the Town uses a relatively unique method for determining the Floor Area Ratio (FAR) which includes the calculation of ground-floor area in the calculation of maximum development on a property. The Town Council has previously allowed for applicants to request, through deviation, that the ground-floor area be removed from the calculation.

Staff wishes to note that should the request to remove ground-floor area from the FAR calculation be denied by Council that the applicant must request a deviation from the LDC maximum FAR for the location in the Downtown zoning district, they would need to request an increase from 1.4 FAR to 1.43 FAR. Should the request to remove the ground-floor area from the calculation be approved then the plans would meet the maximum allowable development area for this portion of Downtown, 1.4 FAR.

IV. FINDINGS AND CONDITIONS

LDC Sec. 34-85(b) and (c) and 34-216(2) sets forth the required considerations and findings for the approval of a rezoning.

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.

Staff response: No errors or ambiguities exist.

(2) Whether there exist changed or changing conditions which make approval of the request appropriate.

Staff response: 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.

Staff response: 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.

Staff response: The proposed development is in compliance with the intensity of the district. If we were to apply density to the use, it would exceed the density without the Post Disaster-buildback that is requested. 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.

Staff response: The proposed development will meet performance standards set forth in 34-2031. There are no special location standards for mixed use developments.

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

Staff response: The urban services exist in this location.

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

Staff response: The request will have no impact on environmentally critical areas and natural resources. The applicant may be required to request Special Exceptions at a later time to address at least one of the pools which existed pre-storm and which may extend further seaward of the 1978 CCCL.

(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.

Staff response: The property has provided short-term rentals (timeshare) for a number of years, without incident. The proposed redevelopment of the 75 units and the proposed site-changes to not present a hazard, nuisance or reasonably be a detriment to the wider area.

(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.

Staff response: This use in this location will not place an 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.

Staff response: The proposed uses and requested deviations for the CPD comply with the Comprehensive Plan.

(2) This chapter.

Staff response: The proposed uses comply with this chapter except in regard to the deviations.

(3) Any other applicable town ordinances or codes.

Staff response: 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.

a. The proposed use or mix of uses is appropriate at the subject location;

Staff response: The proposed mix of uses is appropriate in this location, it is in the Boulevard Future land use and Civic Center Mixed-Use District.

b. Sufficient safeguards to the public interest are provided by the recommended special conditions to the concept plan or by other applicable regulations;

Staff response: 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;

Staff response: 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.

Staff response: Not applicable.

2. Policies 4-B-5 and 4-C-3 on commercial rezonings in the "boulevard" category.

Staff response: The proposal is in compliance with these policies.

3. Policy 4-C-4 on building heights taller than the standard height limit.

Staff response: The request for additional height is proposed as part of the planned development rezoning process. The requested height appears to be appropriate for the location, providing a relatively open area, free from structures on the side of the building adjacent to a residential area.

4. Policy 4-C-8 on density transfers.

Staff response: Not applicable.

5. Policy 4-E-1 on pre-disaster build back.

Staff response: Not applicable.

6. Policy 7-J-2 on traffic impact analyses and potential design improvements that could offset traffic impacts.

Staff response: The proposed development has a similar use to the previous development and, no adverse impact on traffic is anticipated.

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

Staff response: The requested deviations allow the development of the site.

b. The general intent of this chapter to protect the public health, safety and welfare will be preserved and promoted; and

Staff response: The proposed deviations preserve public health.

c. Each deviation operates to the benefit, or at least not to the detriment, of the public interest; and

Staff response: The deviations are not a detriment to the public interest, additional parking may need to be provided at a later date depending on impacts to surrounding uses.

d. Each deviation is consistent with the Fort Myers Beach Comprehensive Plan.

Staff response: The deviations are consistent with the comprehensive plan.

V. CONDITIONS OF APPROVAL

1. Development shall provide signage warning exiting vehicles of pedestrian traffic within the Town's Palm Ave. and Palm Ave. beach accesses.
2. The final architectural design shall be substantially similar to the design approved by the Town Council.
3. The applicant shall provide a more detailed landscaping plan utilizing a type-B buffer and using largely 'Florida Friendly' species, or other salt-tolerant plants and trees.
4. 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. STAFF RECOMMENDATIONS

Staff has reviewed the site plans, elevations and deviations for the redevelopment of Estero Island Beach Club

Staff recommends **APPROVAL** of Ord. 24-28 with the five (5) deviations contained therein.

VII. EXHIBITS

Exhibit A – Schedule of Uses

Exhibit B – Master Concept Plan

Exhibit A – Schedule of Uses and Conditions of Approval

Schedule of Uses

Principal:

- Administrative offices
- Beach access
- Essential services and essential service equipment
- Home occupation, no outside help
- Hotel/motel
- Hotel/condo
- Parking, surface and garage
- Recreational facilities –private on-site
- Rental of any permitted dwelling unit for periods of one day or longer
- Resort accessory uses
- Timeshare units (fractional ownership)
- Temporary uses

Accessory:

Resort accessory uses, including:

- Rental of beach furniture and cabanas
- Meeting space
- Signs
- Business center
- Subordinate commercial uses

Conditions of Approval

1. Development shall provide signage warning exiting vehicles of pedestrian traffic within the Town's Palm Ave. and Palm Ave. beach accesses.
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.

ESTERO ISLAND BEACH CLUB

MASTER CONCEPT PLAN

**RESIDENTIAL MEDIUM DENSITY (RM)
1836-1840 ESTERO BLV , FORT MYERS
Fort Myers Beach, FL 33931.**

JOB DESCRIPTION

ESTERO ISLAND BEACH CLUB SCOPE OF WORK AIMED AT CONSTRUCTING 75 TIMESHARE UNITS INCLUDING THE LANDSCAPING AND THE STORM WATER MANAGEMENT DEVICES PER THE INITIALLY PERMITTED SPECIFICATIONS.

AUTHORITY HAVING JURISDICTION

TOWN OF FORT MYERS BEACH

GOVERNING CODES

- FLORIDA BUILDING CODE - BUILDING - 8TH EDITION (2023)
FLORIDA BUILDING CODE - EXISTING - 8TH EDITION (2023)

DRAWING INDEX

SHEET #	Description
T-0	COVER SHEET
C-0	AERIAL MAP & SITE PLAN
C-1	MASTER CONCEPT PLAN
C-2	EMERGENCY ACCESS
C-3	ELEVATIONS



Location Map

SCALE: 1:300



Vicinity Map

SCALE: 1:300

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**ESTERO ISLAND BEACH CLUB
MASTER CONCEPT PLAN
1836-1840 ESTERO BLV, FORT MYERS
BEACH, FL 33931**

Project No.: FL-32-901

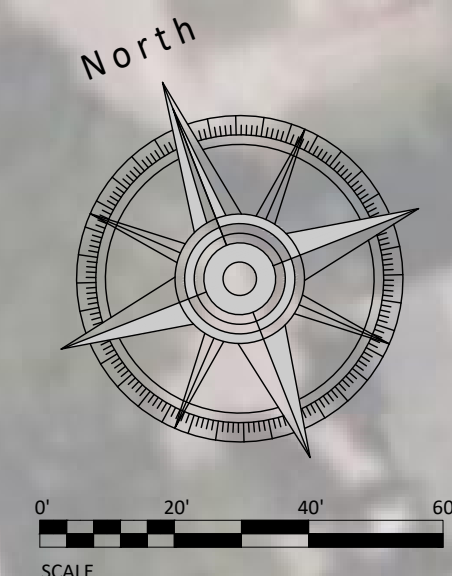
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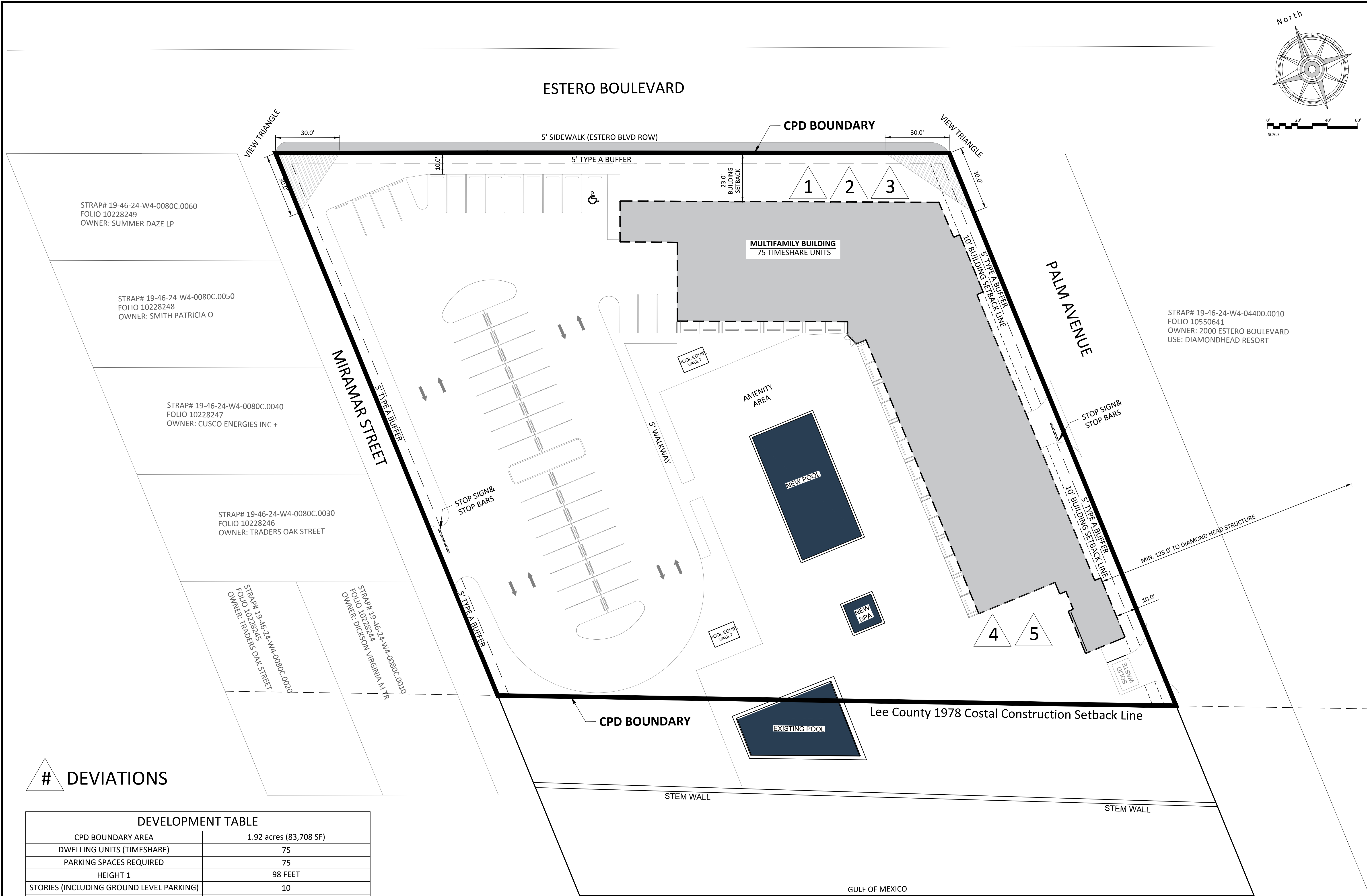
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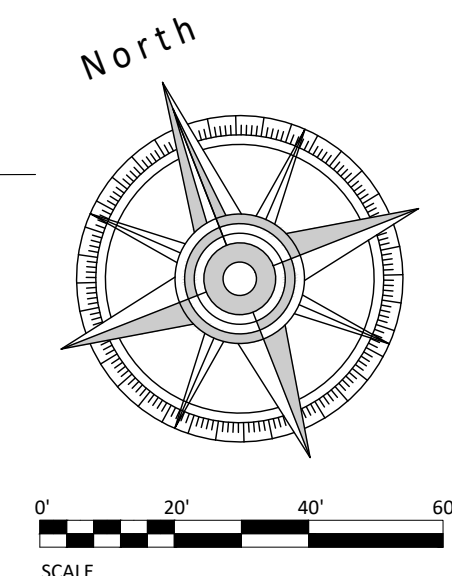


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DEVELOPMENT TABLE	
CPD BOUNDARY AREA	1.92 acres (83,708 SF)
DWELLING UNITS (TIMESHARE)	75
PARKING SPACES REQUIRED	75
HEIGHT 1	98 FEET
STORIES (INCLUDING GROUND LEVEL PARKING)	10
SETBACK, STREET (ESTERO BOULEVARD)	23 FEET (BUILDING)
	10 FEET (PARKING)
SETBACK, STREET (PALM)	10 FEET
SETBACK, STREET(MIRAMAR)	50 FEET
REAR/1978 CCCL SETBACK	0 FEET
FLOOR AREA RATIO 2	1.23 (PENDING PER DEVIATION APPROVAL)

ESTERO ISLAND BEACH CLUB MASTER CONCEPT PLAN 1836-1840 ESTERO BLV, FORT MYERS BEACH, FL 33931		Project No.: FL-32-901		8	
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Sheet Number: C-1				3	
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ESTERO ISLAND BEACH CLUB
MASTER CONCEPT PLAN
1836-1840 ESTERO BLV, FORT MYERS
BEACH, FL 33931

Project No.: FL-32-901

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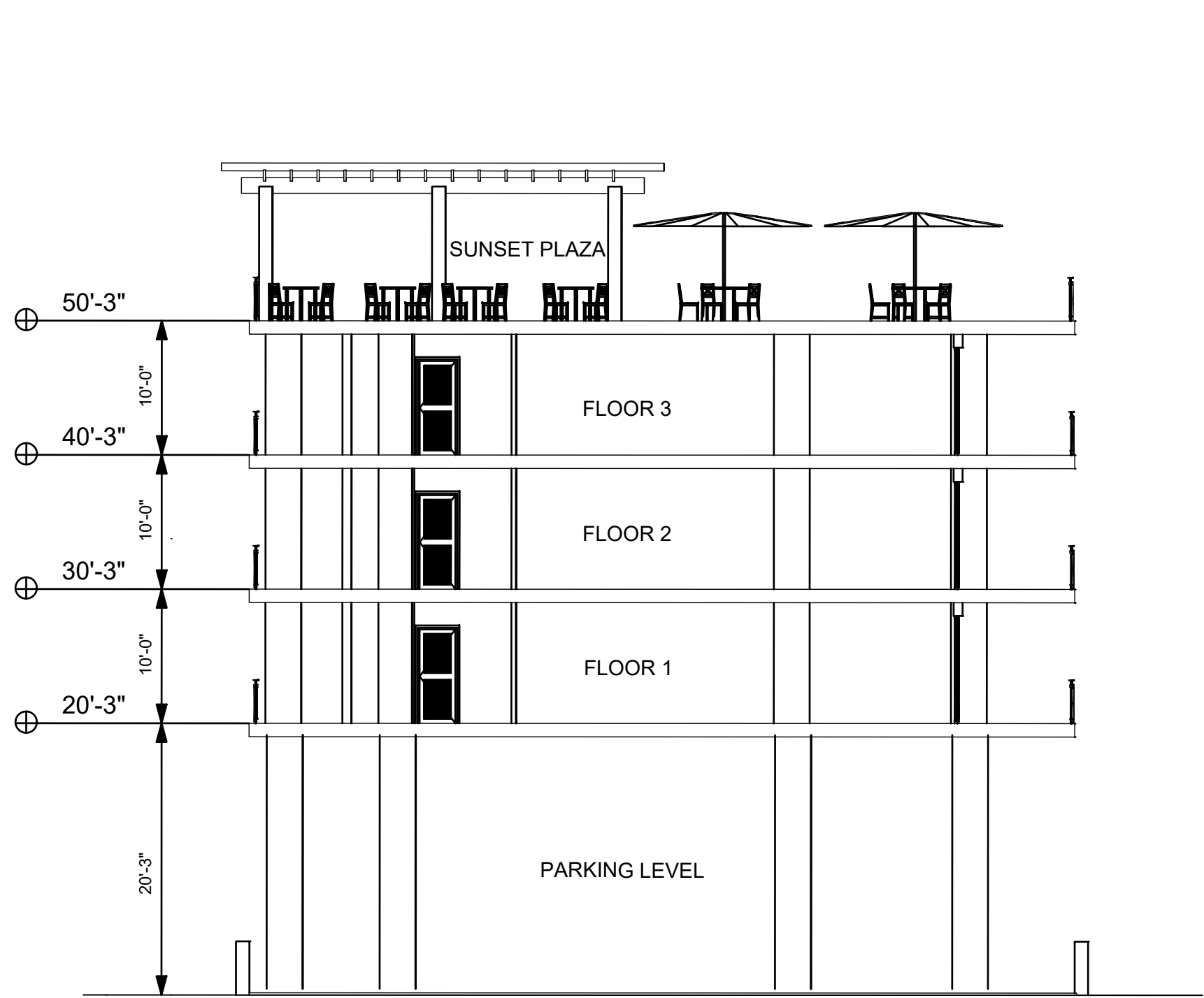
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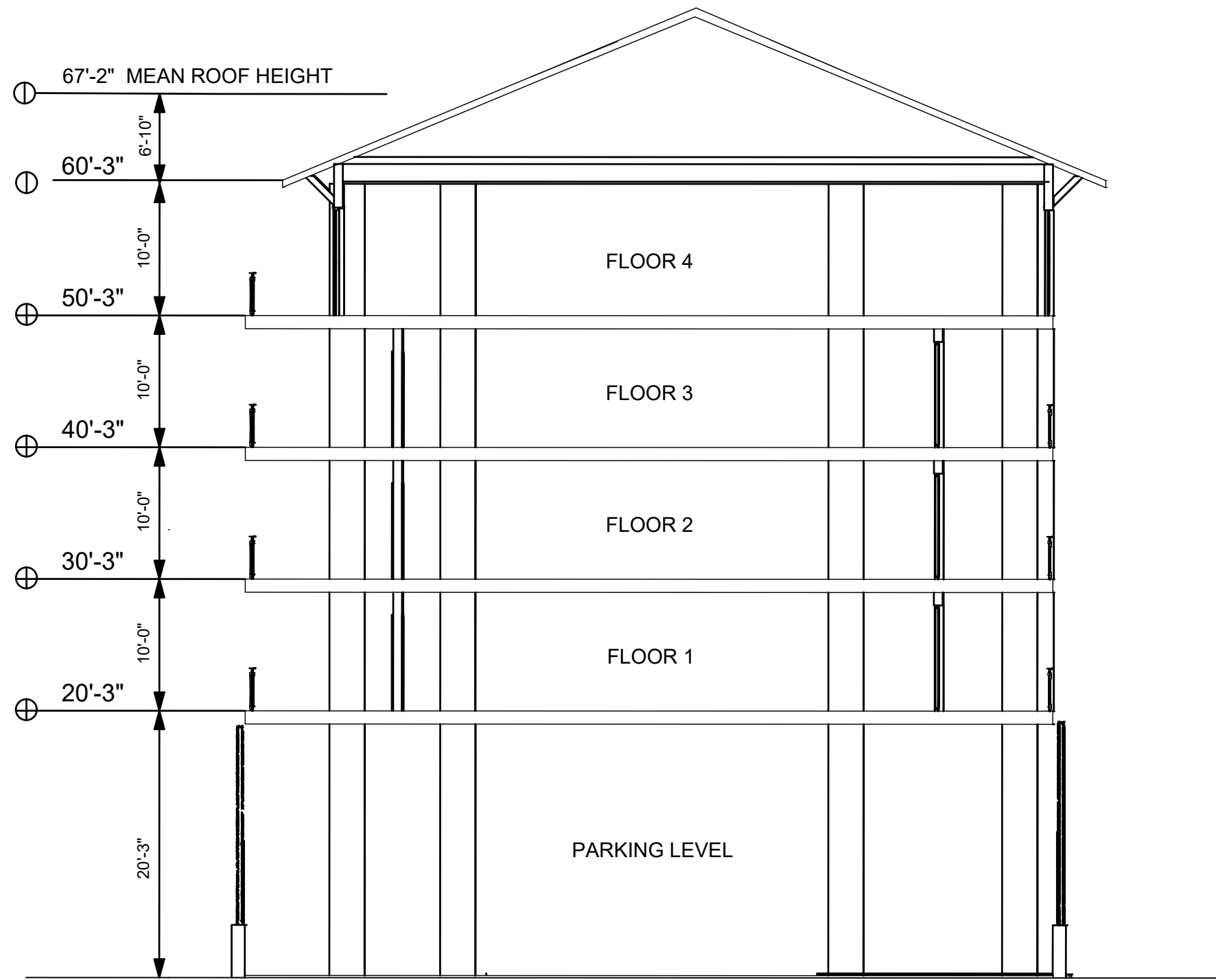
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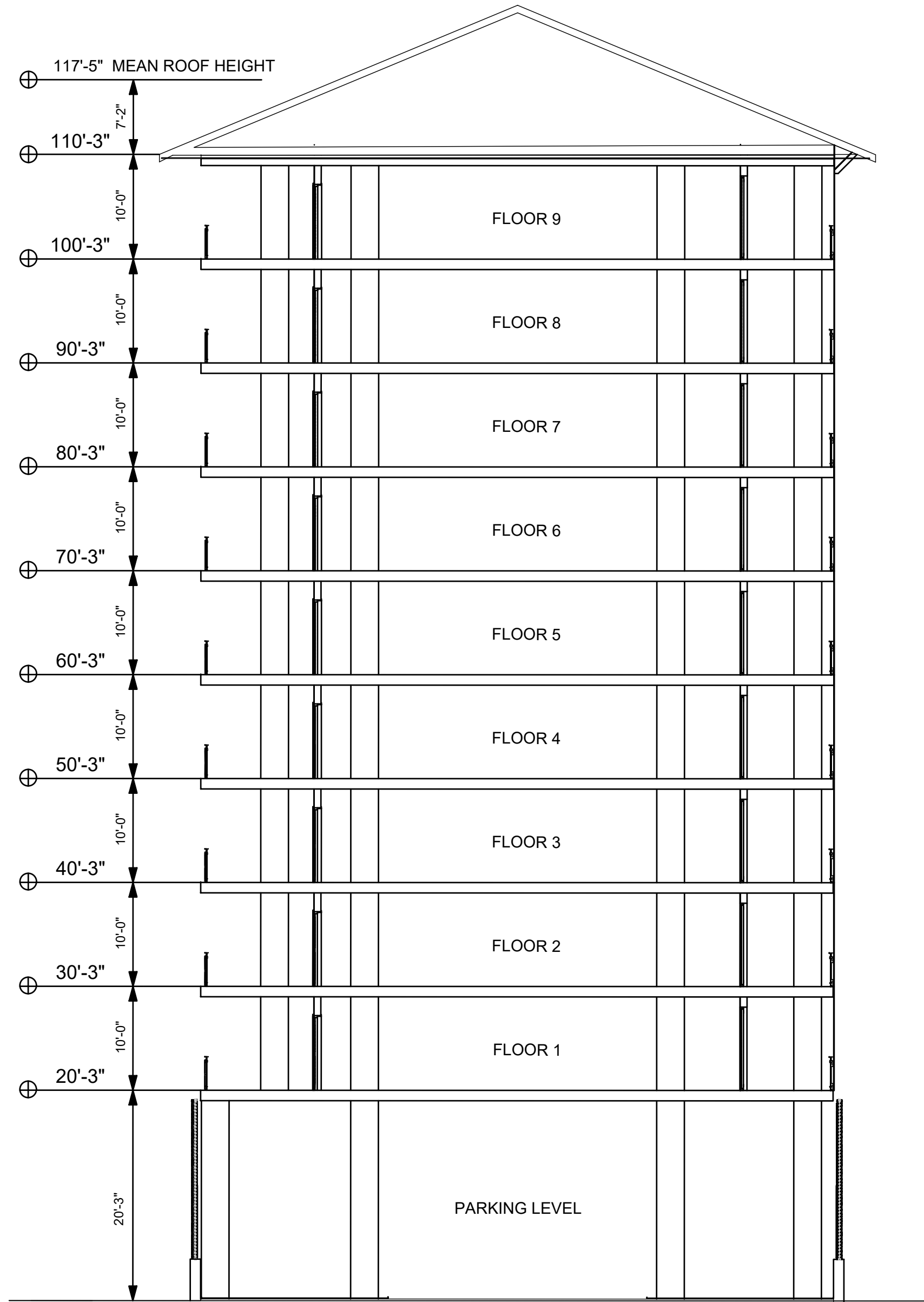
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BUILDING SECTION AT 3-STORY OVER PARKING



BUILDING SECTION AT 4-STORY OVER PARKING



BUILDING SECTION AT 9-STORY OVER PARKING

ESTERO ISLAND BEACH CLUB
MASTER CONCEPT PLAN
1836-1840 ESTERO BLV, FORT MYERS
BEACH, FL 33931

Project No.: FL-32-901
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THESE DRAWINGS
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BY THE
ENGINEER
ON THE DATE
OF 07/22/24
AND ARE
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TO BE
TRUE AND
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ENGINEER
NO. 36919



MECA Engineering Corporation
5237 Summerlin Commons Blvd, Suite 460
Fort Myers, FL 33907
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ESTERO ISLAND BEACH CLUB CPD Request Narrative & Comprehensive Plan Compliance

I. Request

Estero Island Beach Club Association, Inc. ("Applicant") is requesting approval to rezone two (2) parcels totaling 1.92+/-acres, from the Downtown zoning district to Commercial Planned Development (CPD), while maintaining 0.78+/-acres of land seaward of the 1978 Lee County Coastal Construction Control Line (CCCL) within the EC zoning district. The CPD will allow for the post-disaster redevelopment of the site with the 75 timeshare units, the same density existing prior to Hurricane Ian. Maximum building height requested is 118 feet over sea level and ten (10) stories [nine (9) stories of units over ground level of parking], for a height of 102 feet, as measured from one foot over base flood elevation (BFE+1), or 98 feet, as measured from FDEP design flood elevation (DFE) to the Lowest Horizontal Structural Member (LHSM). The site will connect to centralized utilities, provide on site parking on surface lots and under the building and move access points to secondary streets.

II. Property History & Existing Conditions

The subject property is generally located on the gulf side of Estero Boulevard approximately 1/2 mile southeast of Times Square. The location is the designated "Downtown" area with the heaviest concentration of resort-tourism and commercial businesses, as well as multi-story buildings, such as the Diamond Head Beach Resort to the immediate south.

Per the LDC requirements for height, stories and floor-to-area ratio (FAR) the project is located on the south side of Estero Boulevard east of the main pedestrian crossing fronting on Estero Boulevard.

The property was developed as the Estero Island Beach Club in 1981 with 75 timeshare units in two (2) buildings. The northern structure abutting Miramar Street was three stories tall, while the southern structure abutting Palm Avenue was two stories tall. These buildings were arranged perpendicular to the gulf with an "L" shape to the southern building that limited the view corridor to the Gulf to 40+/- feet from Estero Blvd. The property included three (3) pool areas serving as private, on-site amenities for the guests, including a pool located seaward of the 1978 Lee County CCCL, and beach access.

The site has two direct access points onto Estero Blvd., multiple access points from Miramar Street, and surface parking backing out onto Palm Avenue. The site provided 87 parking spaces with direct pull in spaces on Palm Avenue.

The existing site was permitted and built prior to the incorporation of the Town of Fort Myers Beach, which resulted in the property and its improvements being legal non-conforming, as the Town adopted a maximum building height of three stories and 40 feet in the Downtown District in this location, and a maximum density of 6 units per acre. The built site density was 39 du/ac (75 DUs on 1.92 acres landward of the CCCL).

Like much of Fort Myers Beach, the site was significantly impacted due to Hurricane Ian. The buildings are not habitable and must be demolished and rebuilt. The beachfront pool and pool deck are intact, a portion of which extends beyond the 1978 Lee County CCCL. The intention is to redevelop the entire property to the prior density to current Florida Building Code and FEMA standards, while resurfacing the pool that is mostly seaward of the 1978 Lee County CCCL and replacing the pool equipment, which is landside of the 1978 Lee County CCCL.

III. Surrounding Land Uses

The underlying future land use category ("FLU") is Pedestrian Commercial landward of the 1978 Lee County CCCL and Recreation seaward of the 1978 Lee County CCCL. The property is zoned Downtown landward of the CCCL and Environmentally Critical seaward of the 1978 Lee County CCCL. Likewise, all surrounding properties are in the Downtown zoning district, and the Pedestrian Commercial future land use category.

The purpose of the Downtown zoning district is to create a desired quality and character of the center of the pedestrian-oriented commercial activities within the town. There is a mix of resort/hotel, rental and commercial properties that surround the subject property to the south and east with three (3) single-family homes to the north.

To the immediate south of the site is Beach Access #30 at the end of Palm Avenue and the Diamond Head Beach Resort – a 13-story resort that includes 121 hotel rooms, event space, commercial space, restaurant and bars, and other associated amenities.

Also, in the general vicinity are some of Fort Myers Beach's most high intensity establishments, including the Lani Kai Resort approximately 900 feet north of the site and the new Margaritaville Resort just ¼ mile north. 700 feet to the south of the subject property is the Neptune Resort, which recently filed for redevelopment of a 6-story structure and doubling the number of hotel rooms from 71 to 140 keys. Thus, the site is well located for redevelopment of timeshare resort uses in relation to similar uses, densities and intensities in the Town's Downtown area.

Table 1 – Surrounding Land Uses

	Future Land Use	Zoning	Existing Land Uses
North	Pedestrian Commercial	Downtown	Single Family homes
South	Pedestrian Commercial	Downtown	Hotel / Resort (Diamond Head Beach Resort)
West	Recreation	Environmental Conservation	Gulf of Mexico
East	Pedestrian Commercial	Downtown	Commercial

IV. Proposed Development

The enclosed Master Concept Plan provides the proposed layout of the redesigned site. As noted above, the Applicant is requesting post-disaster buildback of the 75 units that existed prior to Hurricane Ian in a manner that is modern/marketable, attractive, and safe. The proposed redevelopment will provide a more resilient structure to protect public health, safety, and welfare, as well as property values amidst future storm-surge and wind events.

HEIGHT, STORIES and FAR

Per the LDC requirements for height, stories and floor-to-area ratio (FAR) the project is located on the south side of Estero Boulevard east of the main pedestrian crossing [§34-675(b)(3)c] fronting on Estero Boulevard [§34-675(c)(2)].

Height

The permitted height in the Downtown District at this location is a maximum of 40 feet above base flood elevation per LDC [§34-675(b)(3)c. The BFE+1 at this location is 16 feet and the FDEP LHSM is 20.3 feet.

The proposed structure is a single building of 118 feet in total height from sea level:

- 10 stories (9 stories over 1 story of ground-level structured parking)
- 102 feet measured from Base Flood Elevation plus 1-foot (16 feet)
- 98 feet measured from FDEP LHSM (20.3 feet)

Stories

Per LDC [§34-675(b)(3)c at this location in the Downtown District a building may be no taller than three (3) stories.

The proposed building is ten (10) stories with the bottom floor consisting of parking and the remaining nine (9) floors containing timeshare units, office, and accessory uses.

FAR

The FAR permitted at this location in the Downtown zoning district per LDC §34-675(c)(2) is 1.4. Per LDC §34-633 the gross floor area includes the total floor area of all stories of a building within the surrounding exterior walls (whether the walls are solid or screened), plus all area below an elevated building that is six feet or more in height, plus all stories of covered parking, but not including any area whose roof is screened rather than solid (such as swimming pool enclosures).

The land area used in the calculation is the gross square footage within the site's private property line, minus wetlands, canals or other waterbodies, and minus any land designated "recreation" on the comprehensive plan's future land use map. The area of the subject property landward of the 1978 Lee County CCCL is 1.92 acres or 83,635.2 square feet.

The proposed building has an approximate footprint of 16,500 square feet on the parking level and a mix of floor areas on the 3-4 story building on Estero Boulevard and the nine (9) livable stories over 1st floor parking.

- The total proposed floor area is 120,000 square feet resulting in an FAR of 1.43.
- Approval of the deviation to eliminate counting the first-floor parking area in the FAR calculation reduces the floor area to 103,000 square feet. The result is an FAR of 1.23 in compliance with the maximum FAR of 1.4 permitted in the Downtown zoning district at this location.

It is our understanding that the Town staff, LPA and Council have moved towards future LDC amendments making this request permanent thus the request meets the intent of the will of the Town.

If the deviation were to not be approved the project intends to comply with the maximum FAR of 1.4 by adjusting the building floor area.

DENSITY

The density of 75 dwelling units results in a density of 27.8 dwelling units per acre (du/ac) using the entire 2.7 acres or 39 du/ac using the 1.92 acres landward of the 1978 Lee County CCCL. This density is vested per the Post-Disaster Buildback provisions.

IMPROVED VIEW CORRIDOR

The view corridor created by the proposed building design is approximately 90+/- feet wide measured from the Miramar Street right-of-way to the proposed building edge. As noted above, the existing structures only provided a view shed of 40+/- feet in width. Thus, the CPD proposes a significant public benefit via enhanced Gulf of Mexico views from Estero Blvd. and adjoining properties by more than doubling the width of the view corridor the beach. The single building design will cluster the development towards Palm Avenue and the shared property line with Diamond Head, while maintaining expansive view corridors and mitigating impacts to the single-family uses along Miramar Street.

INGRESS/EGRESS

Access and circulation are accommodated as shown on the MCP to provide improved ingress and egress when compared to existing conditions by eliminating an access point onto Estero Blvd in compliance with LDC §34-676(d)(1). Access will no longer be permitted directly to parking spaces from Palm Avenue. A single access point from Palm Avenue is now proposed to reach internal parking spaces with parking block facing Palm Avenue. Finally, the access point on Miramar Street that was closest to the Estero Boulevard intersection has been removed creating greater intersection separation and improving safety.

PARKING

Parking will be improved. The major change is code compliance by not having parking spaces that back out into a right-of way on Palm Avenue.

The former site provided 87 parking spaces. The proposed site plan proposed 87. The parking requirements are determined in LDC §34-2020(d) for standard residential units, while timeshare units are under hotel parking in §34-1804 that requires for 1.5 spaces per unit larger than 450 square feet. The worst-case parking requirement would be 75 dwelling units x 1.5 spaces per unit = 112.5 spaces. §34-676(a) provides off-street parking reductions in the Downtown district, which in this location is by multiplying the requirement by 67 percent; therefore, the worst-case requirement would be 112.5 spaces x .67 = 75 spaces.

EXISINTG AMENITIES

The MCP proposes to maintain the existing pool that is seaward of the 1978 Lee County CCCL and only make minor cosmetic improvements such as painting, as the amenity remains structurally intact post-lan, in conformance with the LDC provisions governing post disaster buildback.

V. Infrastructure

The subject property was developed with 75 timeshare units since 1981 and has been adequately served by public utilities and services due to its urban location and general proximity to the Town's and County's investment in infrastructure. No increase in units is proposed through this CPD, thus additional evidence of infrastructure availability is not required by the application.

VI. Post-Disaster Buildback Compliance

Pursuant to LDC §34-3238(2), a property that is more than 50% damaged may be rebuilt according to the post-disaster buildback regulations in the Town's Land Development Code. Outlined below are the regulations pertaining to Post-Disaster Buildback and the CPD's compliance with the Town's requirements in LDC §34-3238(2).

A. The building must meet the floodplain regulations for new buildings, as provided in Article IV of Ch. 6 of this LDC.

To comply with local, state, and federal regulations the building will be constructed to meet or exceed modern floodplain regulations. The minimum finished floor of the building will be constructed to FDEP LHSM.

B. The building must meet the coastal construction requirements that apply to new structures and portions thereof, as provided in Article III of Ch. 6 of this LDC and in state regulations. Due to these requirements, habitable major structures and most minor structures that are damaged by more than 50 percent must be rebuilt landward of the 1978 coastal construction control line (CCCL).

The existing development placed all major structures landward of the 1978 Lee County CCCL, except for a beachfront pool that extends seaward of the CCCL. The proposed building will comply with this regulation and be placed entirely landward of the CCCL. The existing pool will be maintained seaward of the CCCL, as it was not damaged beyond 50 percent. Any improvements to this pool will be limited to "cosmetic" updates, pool equipment replacement and maintenance, such as repainting.

C. The building must comply with all current building, life safety, and accessibility codes.

As previously noted, the newly constructed building will comply with local, state, and federal regulations. This includes the Florida Building Code, safety, and accessibility requirements. All structural modifications to the site will obtain required permits and inspections from the Town and applicable agencies.

D. Residential buildings. A rebuilt residential building may exceed the density limits for new buildings on vacant land but cannot exceed the legally documented number of dwelling units in the building immediately before the natural disaster.

This does not directly apply as the former and proposed building is a timeshare building which is a commercial use. However, the plan proposes to develop the same density (75 units) that existing prior to Hurricane Ian as documented in the recorded Declaration of Condominium documents.

F. All buildings. The new building must comply with all other zoning and development regulations except where compliance with such regulations would preclude reconstruction otherwise intended by Policy 4-D-1 of the comprehensive plan.

The proposed request is to rezone the property from Downtown to a Commercial Planned Development (CPD) zoning category. The proposed development is to comply with the development regulations of the Downtown zoning district except for those identified in the deviations request for height, number of stories and design standards regarding primary entrance locations and screening of parking areas and to allow the density of the former

building. Through this rezoning petition the proposed building will comply with all LDC regulations as outlined in the development standards portion of this application. Further, §VII of this request narrative provides detailed consistency between the proposed project and the town's comprehensive plan.

VII. Decision-making Compliance

The following is an analysis of the CPD's consistency with the criteria for Rezoning in the LDC §34-85(b) in bold.

(1) Whether there exists an error or ambiguity which must be corrected.

The rezoning of the property does not create error or ambiguity but rather prevents future discrepancy issues. The CPD zoning district allows for with specific development regulations to meet unique site designs such as those constructing a legal non-conforming use using post disaster buildback in a restrictive zoning district. The CPD allows for a unique design to promote things such as larger view corridors through greater height and unique setbacks.

(2) Whether there exist changed or changing conditions which make approval of the request appropriate.

The Town of Fort Myers Beach and Estero Island have been changed by Hurricane Ian. Furthermore, the building code and flood zones have changed significantly since the site was first developed over 40 years ago. The proposed CPD will allow for development of a safe and modern structure, that complies with current development standards, and is more resilient to future weather events.

(3) The impact of a proposed change on the intent of this chapter.

N/A

(4) The testimony of any applicant.

As a quasi-judicial process, the CPD zoning will allow for substantive and competent evidence to be presented to and considered by the Local Planning Agency for recommendation and Town Council for a decision or conditions for approval. The testimony presented will conclude that the request is consistent with the goals, objective and policies of the Comprehensive Plan and all applicable development regulations.

(5) The recommendation of staff and of the local planning agency.

The Town Council will consider the staff report and recommendation as well as the report and recommendation of the LPA, which will be rendered after a public hearing where the staff and applicant will present evidence, the public will speak, and the LPA is permitted to ask questions of all parties.

(6) The testimony of the public.

During the quasi-judicial process, the public is invited to present evidence for support, concerns, or issues with the proposed development in an advertised forum according to Sunshine laws of Florida.

(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 considers Fort Myers Beach Comprehensive Plan and does not seek to increase density or change use. The site will comply with modern post-disaster buildback policies in the Comprehensive Plan and LDC, by meeting flood regulations and life safety and ADA requirements. The requested height increases will be compatible with surrounding building heights in this intensive Downtown core of the Town, while providing increased view corridors to the Gulf of Mexico for the benefit of the public.

(8) Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.

The existing structures have been significantly damaged. With the ability to buildback the site under the same density and use, the development program will meet or exceed performance and locational standards. The newly constructed building will remove direct access onto Estero Boulevard helping with traffic flow and be served by the side streets as required by LDC 34-676(b)(1). It will also contribute to improved performance and functionality of the Downtown area by addressing safety, Gulf viewsheds, and an enhanced built form along Estero Blvd.

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

The proposed request does not increase density or intensity of the site. The 75 units have been served by adequate services and will continue to be served post-redevelopment.

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

The proposed development will occur on impacted portions of the site where development historically occurred. No new impacts to environmentally sensitive areas are proposed. The project will comply with all local and state regulations pertaining to the area seaward of the CCCL through compliance with the stringent EC zoning district.

(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 development is identical in use and density with the former use of the property. The increased height and stories will be designed in such a way to not create negative impacts to the surrounding land uses by locating the building closest to Diamond Head and maximizing the setback to the single-family uses to the north. The CPD will enhance compatibility in terms of public viewsheds based on the building location.

(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.

The proposed development will serve to improve the vehicular and pedestrian access by eliminating curb cuts from Estero Boulevard improving circulation. The use will be identical to the existing density which already is served by Estero Boulevard. No TIS has been provided as the site will not generate more trips than the development that existed pre-Hurricane Ian.

According to LDC §34-216, Planned Development Rezonings must also comply with the following criteria:

a. The proposed use or mix of uses is appropriate at the subject location;

The use and location are appropriate for the proposed CPD, as the same use and density has existed on the site since 1981. It has long been a multifamily timeshare development with 75 units. The proposed request will not increase the density or intensity of the site. Additionally, the proposed development is similar in height and size to those in the surrounding area.

b. Sufficient safeguards to the public interest are provided by the recommended special conditions to the concept plan or by other applicable regulations;

The MCP, development standards and schedule of uses ensure there are sufficient safeguards to the public interest, relating to access, building placement, view corridors, and setbacks.

c. All recommended special conditions are reasonably related to the impacts on the public's interest created by or expected from the proposed development;

The Applicant will coordinate with Staff relating to appropriate conditions of approval for the CPD.

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.

N/A

2. Policies 4-B-5 and 4-C-3 on commercial rezonings in the "boulevard" category.

N/A

3. Policy 4-C-4 on building heights taller than the standard height limit.

The proposed building height demonstrates consistency with the surrounding development patterns, both existing and proposed. The proposed eight (8) story structure will be located on the southernmost portion of the site adjacent to the 13-story Diamond Head Beach Resort. This

will maximize separation from nearby single-family homes and also significantly increase the public viewshed of the Gulf of Mexico from Estero Blvd. Surrounding heights are analyzed on the Surrounding Heights Map to further demonstrate the proposed height will be compatible with the built form in this Downtown core of the Town.

4. Policy 4-C-8 on density transfers.

N/A

5. Policy 4-E-1 on pre-disaster buildback.

N/A

6. Policy 7-J-2 on traffic impact analyses and potential design improvements that could offset traffic impacts.

The CPD will not result in significant traffic impacts as the site's existing density and intensity will remain the same.

VII. Comprehensive Plan Consistency Narrative

The following is an analysis of how the proposed Comprehensive Plan Amendment is consistent with the goals, objectives, and policies (GOPs) of the Town of Fort Myers Beach Comprehensive Plan. The adopted GOP headings are listed below, and the Applicant's compliance analysis is shown in **bold**.

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 proposed CPD rezone includes enhanced pedestrian safety and streetscape aesthetics via building placement, in direct compliance with this policy, including the elimination of two driveways directly onto Estero Boulevard that have historically brought pedestrian and car traffic into conflict. The MCP will provide sidewalk connectivity throughout and increase views of the Gulf of Mexico that generally improve the aesthetics of Estero Boulevard.

POLICY 1-B-3 Identify potential mechanisms to implement and maintain special amenities such as entry features, monuments, or other special landscape projects.

The CPD proposes a widened view shed (90-feet-wide) to the Gulf and greater focus on the public beach access #30.

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

The MCP and development parameters propose ground floor parking and a narrow façade with the building arranged perpendicularly to the beach and Estero

Boulevard. In doing so, the pedestrian walkway along Estero boulevard will benefit from a larger view of the Gulf, which is increasing from 40 feet to 90+/- feet.

POLICY 4-A-5 The town contains many important natural resources despite its urbanized character. Preservation of those resources is of the highest importance and is a frequent theme throughout this plan.

Uses and development in the areas waterward of the 1978 Coastal Construction Control Line (CCCL) will continue to comply with the above policy. Minor cosmetic repair to the pool seaward of the CCCL is proposed in accordance with the provisions of the LDC. Other portions of the Property are disturbed/developed. The development program will be designed and constructed to the latest South Florida Water Management District and Department of Environmental Protection standards to ensure high-quality development that protects natural resources.

POLICY 4-B-8 "RECREATION": applied to public parks, schools, undevelopable portions of Bay Beach, and those parts of Gulf beaches that lie seaward of the 1978 coastal construction control line. Additional accretions of beach, whether by natural causes or through beach renourishment, will automatically be assigned to this category. No new residential development is permitted (although several existing buildings were legally constructed partially seaward of the 1978 control line). The maximum density of residential development here is 1 dwelling units per 20 acres, with all dwelling units to be constructed outside this category. Allowable uses are parks, schools, libraries, bathing beaches, beach access points, and related public facilities. Non-recreational uses (such as the elementary school) now comprise 2.7% of the land in this category; additional school sites and public buildings shall not increase this percentage beyond 6%.

The proposed request takes into consideration the Recreation portion of the site and is only requesting to rezone those areas within the Downtown district zoning category. Because the Recreation category will remain, the uses and development in this area will continue to comply with the above policy based on restriction.

The design and scale of the proposed development has been carefully planned to remain consistent with the surrounding developments and provides a new building with softened landscaping and architectural details.

OBJECTIVE 7-E UPGRADE ESTERO BOULEVARD.

The proposed development increases pedestrian safety on Estero Boulevard by proposing access points off side streets rather than by direct curb cuts on Estero Boulevard.

OBJECTIVE 6-E DUNES AND BEACHES

The proposed development will contribute to the beach renourishment efforts by the Town and state agencies, as well as implement localized dune renourishment, as required by the Town.

POLICY 6-H-5 WATER QUALITY

The proposed project will abide by any required reviews by the FDEP and SFWMD to ensure water quality is maintained and the project meet the current standards will be applied.

VIII. Conclusion

In sum, the CPD rezoning request will allow for the redevelopment of the Estero Island Beach Club with a modern, attractive and safe structure that enhances the property's and Town's resiliency in the long-term.

The CPD will not increase the site's established density and is primarily requested to allow specific site development regulations that do not meet the requirements under the conventional Downtown zoning district.

The newly constructed building will contribute to Fort Myers Beach's aesthetic character, including substantial increases to views of the Gulf, and improved community appearance and safety along Estero Blvd.

As proposed through the CPD request and the Master Concept Plan, the CPD rezoning will be consistent with the vision and implementing goals, objectives and policies of the Town's Comprehensive Plan and Land Development Code Regulations. For these reasons, the Applicant respectfully requests approval of this petition.



Estero Island Beach Club CPD

Schedule of Deviations and Justifications

1. Deviate from LDC §34-995(b)(1) and (4) regarding entrances requires a primary entrance and views into the first floor of commercial buildings where:

(1) The primary entrance to all buildings shall face the street and

(4) Where building frontages exceed 50 feet, operable doors or entrances with public access shall be provided along streets at intervals averaging no greater than 50 feet;

to allow the proposed timeshare residential building relief under the requirements.

JUSTIFICATION: The use before the storm and the proposal is for timeshare units. Even though timeshare is categorized as hotel/motel and considered a commercial use, there is no storefront or retail/office uses on the ground floor that would dictate the needs for pedestrian interaction or entrances into storefronts.

2. Deviate from LDC §34-992(c) requiring the principal facades of hotel buildings that will not contain commercial uses below base flood elevation to screen under-building parking areas in a manner acceptable to the town manager or designee; to allow no screening of the parking area.

JUSTIFICATION: The use before the storm and the proposal is for timeshare units. Even though timeshare is categorized as hotel/motel and considered a commercial use, there is no storefront or retail/office uses on the ground floor. Because of the V-Zone screening is not desired. Moreover, because of the increased design flood elevations as determined by FEMA being nearly 21 feet from ground there is an opportunity to leave the parking under the list habitable floor unscreened to allow a view through the understory parking. Now, with that said, the property is proposing a 5-foot landscape buffer around the perimeter of the property, landscape islands in the new parking areas that will provide landscape-based improvements.

3. Deviate from LDC §34-673(a)(1) that requires build to lines in the Downtown District in this location be from five feet to ten feet; to allow not require build to lines but rather minimum building setbacks for the building on Estero Boulevard to 23 feet, a minimum building setback of 10 feet from Palm Avenue, and a minimum building setback of 50 feet from Miramar Street.

JUSTIFICATION: The minimum 23-foot setback on Estero Boulevard is to provide for softening of the mass and height by providing distance from the right-of-way/property line. to be used for landscaping and shade enhancement.

The setback on Miramar ensures no buildings abutting the single-family homes on the other side of the street.

The setback on Palm allows for increased view corridor between the applicant's propose building and Diamondhead Resort and allows for flexibility for some of the façade to be greater than 10 feet from the right-of-way/property line.

4. Deviate from LDC §34-675(b)(3)c that requires a maximum height of 40 feet above base flood elevation and no taller than three stories for properties on the south side of Estero Boulevard east of the main pedestrian crossing in the Downtown zoning district; to allow a height of:
- 102 feet as measured from one foot over base flood elevation (BFE+1) or
 - 98 feet above FDEP design flood elevation (DFE) and
 - Ten (10) stories [nine (9) stories over ground level parking].

JUSTIFICATION: The permitted height in the Downtown District at this location is a maximum of 40 feet above base flood elevation per LDC [§34-675(b)(3)c. The BFE+1 at this location is 16 feet and the FDEP design flood elevation (DFE) to the Lowest Horizontal Structural Member (LHSM) is 20.3 feet. The proposed structure is a single building of 118 feet in total height from sea level.

The purpose of the Downtown zoning district is to create a desired quality and character of the center of the pedestrian-oriented commercial activities within the town. There is a mix of resort/hotel, rental and commercial properties that surround the subject property to the south and east with three (3) single-family homes to the north.

To the immediate south of the site is Beach Access #30 at the end of Palm Avenue and the Diamond Head Beach Resort – a 13-story resort that includes 121 hotel rooms, event space, commercial space, restaurant and bars, and other associated amenities.

Also, in the general vicinity are some of Fort Myers Beach's most high intensity establishments, including the Lani Kai Resort approximately 900 feet north of the site and the new Margaritaville Resort just ¼ mile north. 700 feet to the south of the subject property is the Neptune Resort, which recently filed for redevelopment of a 6-story structure and doubling the number of hotel rooms from 71 to 140 keys. Thus, the site is well located for redevelopment of timeshare resort uses in relation to similar uses, densities, and intensities in the Town's Downtown area.

Finally, the revised layout uses height to create a vertical development rather than sprawled horizontal layout that significantly increase the viewsheds to the Gulf of Mexico and the beach.

5. Deviate from LDC §34-633 where the gross floor area includes the total floor area of all stories of a building within the surrounding exterior walls (whether the walls are solid or screened), plus all area below an elevated building that is six feet or more in height, plus all stories of covered parking; to eliminate counting the ground level covered parking area towards FAR and meet the required 1.4 FAR for this subject property.

JUSTIFICATION: The LDC §34-675(c)(2) that limits the FAR of properties fronting on Estero Boulevard and fronting on the Bayfront pedestrian plazas to a maximum of 1.4.

The area of the subject property landward of the 1978 Lee County CCCL is 1.92 acres or 83,635.2 square feet. The land area used in the calculation is the gross square footage within the site's private property line, minus wetlands, canals or other waterbodies, and minus any land designated "recreation" on the comprehensive plan's future land use map.

The proposed building has an approximate footprint of 16,500 square feet on the parking level and a mix of floor areas on the 3-4 story building on Estero Boulevard and the nine (9) livable stories over 1st floor parking.

- The total proposed floor area is 120,000 square feet resulting in an FAR of 1.43.
- Approval of the deviation to eliminate counting the first-floor parking area in the FAR calculation reduces the floor area to 103,000 square feet. The result is an FAR of 1.23 in compliance with the maximum FAR of 1.4 permitted in the Downtown zoning district at this location.

It is our understanding that the Town staff, LPA and Council have moved towards future LDC amendments making this request permanent thus the request meets the intent of the will of the Town.

If the deviation were to not be approved the project intends to comply with the maximum FAR of 1.4 by adjusting the building floor area.



NOTE: TREES WITHING THE R.O.W BUFFER MUST BE APPROPRIATELY SIZED TO AVOID CONFLICTS WITH OVERHEAD UTILITIES, LIGHTING, AND SIGNS. THE CLUSTERING OF TREES AND USE OF PALMS WITHING THE R.O.W BUFFER ADD DESIGN FLEXIBILITY AND REDUCE CONFLICTS. TREES AND SHRUBS MAY NOT BE PLANTED CLOSER THAN THREE FEET TO ANY SIDEWALK OR BIKE PATH OF TO THE RIGHT-OF-WAY OF ESTERO BOULEVARD (SEE §6-4 OF FORT MYERS BEACH LDC).

NOTE: CONTINUOUS HEDGE MAINTAINED AT 5 FEET TALL WHERE UNDER BUILDING PARKING IS VISIBLE FROM THE RIGHT-OF-WAY.

PALMS	SIZE	NATIVE	SALT TOLERANCE
Sabal palmetto / Cabbage Palm	10'-18' CT, Staggered Heights	Yes	High
Roystonea regia / Royal Palm	12' CT	Yes	Low
Ravenea madagascariensis / Travelers Palm	10'-12' OA	No	Low
Coccothrinax argentata / Silver Thatch Palm	5'-6' OA	Yes	High
Phoenix sylvestris / Sylvester Date Palm	10-12' CT	No	Moderate
Wodyetia bifurcata / Foxtail Palm	10'-12' CT	No	Moderate
MIDSTORY		NATIVE	SALT TOLERANCE
Caesalpinia pulcherrima / Dwarf Poinciana	8' HT	No	Moderate
Coccoloba uvifera / Seagrape	8' HT	Yes	High
Conocarpus erectus / Green Buttonwood	8' HT	Yes	High
Conocarpus erectus sericeus / Silver Buttonwood	8' HT	Yes	High
Cordia sebestena / Orange Geiger	6' HT	No	High
Coccoloba diversifolia / Pigeon Plum	8' HT	Yes	Moderate
Capparis cynophallophora / Jamaican Caper	6' HT	Yes	High
SHRUBS & ACCENTS		NATIVE	SALT TOLERANCE
Chrysobalanus icaco 'Red Tip' / Red Tip Cocoplum	24"H x 18"S	Yes	High
Hibiscus rosa-sinensis / Hibiscus	36"H x 24"S	No	Low
Conocarpus erectus / Green Buttonwood	24"H x 18"S	Yes	High
Conocarpus erectus sericeus / Silver Buttonwood	24"H x 18"S	Yes	High
Chamaerops humilis / European Fan Palm	36" H	No	Low
Serenoa repens 'Silver' / Silver Saw Palmetto	24"x 24"S	Yes	High
Uniola paniculata / Sea Oats	24"H x 18"S	Yes	High
Chrysobalanus icaco 'Horizontal' / Horizontal Cocoplum	18H x 18"S	Yes	High
Pittosporum tobira 'Variegata' / Variegated Pittosporum	24"H x 18"S	No	High
GROUNDCOVER		NATIVE	SALT TOLERANCE
Ipomoea pes-caprae / Railroad Vine	15"H x 20"S	Yes	High
Helianthus debilis / Dune Sunflower	18"H x 15"S	Yes	High
Muhlenbergia capillaris / Pink Muhly Grass	24"H x 18"S	Yes	High
Tripsacum floridanum / Dwarf Fakahatchee Grass	24"H x 18"S	Yes	Moderate
Evolvulus glomeratus / Blue Daze	18"H x 18"S	No	High
Paspalum vaginatum / Seashore paspalum	18"H x 18"S	Yes	High
Panicum amarum / Bitter Panic Grass	4"	Yes	High
Sesuvium portulacastrum / Sea Purslane	6"	Yes	High
Phyla nodiflora / Frogfruit	4"	Yes	Moderate
Mimosa strigillosa / Sunshine Mimosa	6"	Yes	Moderate

CONCEPTUAL SPECIES LIST

PLAN

Disclaimer: The artistic renderings, specifications, and interpretation contained within are conceptual in nature and reflect development plans at various stages of completion. All graphical representations should be considered incomplete and subject to change. All presentation graphics, notes and narratives are part of larger presentations involving considerable oral commentary, and require intimate project knowledge for a thorough understanding. This is a conceptual landscaping plan being provided for illustrative purposes only. The conceptual species list is not intended to be all inclusive and is being provided for illustrative purposes only. The final landscaping plan, which is subject to approval by Florida Department of Environmental Protection (FDEP) and the Town of Fort Myers Beach, will be submitted for review at the time of the application for development order.

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ESTERO ISLAND BEACH CLUB • CONCEPTUAL LANDSCAPE PLAN

📍 Fort Myers Beach, Florida
📅 July 25, 2024
23006387

PALMS



ROYAL PALM



SABAL PALM



TRAVELERS PALM



SILVER THATCH PALM

MIDSTORY



SILVER BUTTONWOOD



GEIGER



GREEN BUTTONWOOD

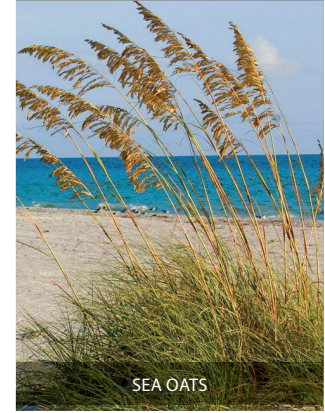


DWARF POINCIANA



SEAGRAPE

SHRUBS & ACCENTS



SEA OATS



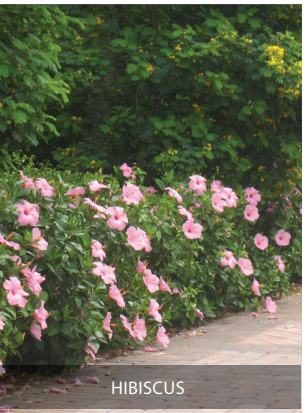
COCOPLUM



EUROPEAN FAN PALM



SILVER SAW PALMETTO



HIBISCUS

GROUND COVER



MUHLY GRASS



FAKAHATCHEE GRASS



RAILROAD VINE



DUNE SUNFLOWER



BLUE DAZE



SEASHORE PASPALUM

Copyright RVI

Aerial photography circa MM-DD-YYYY









DIAMONDHEAD BEACH RESORT

115'

PALM AVE. VIEW
CORRIDOR

ESTERO ISLAND BEACH CLUB

170'

MIRAMAR SIDE VIEW CORRIDOR

SINGLE FAMILY HOMES

A NEW REBUILD FOR ESTERO
ISLAND BEACH CLUB
FORT MYERS BEACH, FLORIDA

VIEW CORRIDORS FROM ESTERO BOULEVARD



1. **Request:**

Meeting Date: October 21, 2024

AN EMERGENCY ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2-94 "QUALIFICATIONS AND APPOINTMENTS OF MEMBERS" AND SECTION 2-96 "REMOVAL OF AGENCY, BOARD, COMMITTEE OR COMMISSION MEMBERS" OF DIVISION 2 "PROCEDURES FOR THE ESTABLISHMENT OF BOARDS, COMMITTEES AND COMMISSIONS" OF ARTICLE IV "BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES" OF CHAPTER 2 "ADMINISTRATION" AND SECTION 34-113 "COMPOSITION, APPOINTMENT AND COMPENSATION OF MEMBERS" OF DIVISION 3 "LOCAL PLANNING AGENCY" OF ARTICLE II "ZONING PROCEDURES" OF CHAPTER 34 "ZONING DISTRICTS, DESIGN STANDARDS AND NONCONFORMITIES" OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, FLORIDA, REMOVING PROPERTY OWNERSHIP AS A QUALIFICATION REQUIREMENT FOR THE MEMBERS OF THE TOWN'S AGENCY, BOARDS, COMMITTEES OR COMMISSIONS, AND ADDING A VOTING REGISTRATION REQUIREMENT FOR MEMBERS OF THE LOCAL PLANNING AGENCY AND AUDIT COMMITTEE; ELIMINATING DUPLICATIVE AND UNENFORCEABLE LANGUAGE; ADDING A PROVISION TO SECTION 34-113, REGARDING THE MANDATORY ANNUAL FINANCIAL DISCLOSURE FORM AS REQUIRED BY THE FLORIDA COMMISSION ON ETHICS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.

Why the action is necessary:

Provides an opportunity to avoid delay in appointment of individuals to the Town's Boards, Agencies, Committees and Commissions.

What the action accomplishes:

Provides authority to appoint individuals to the Town's Boards, Agencies, Committees and Commissions while proposed ordinance changes are in progress.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

5. **Background:**

Several positions on the Town's advisory Boards, Agencies, Committees and Commissions expire on October 1, 2024. The Town Council is in the middle of amending its ordinances related to appointments to these Boards, Agencies, Committees, and Commissions. An emergency ordinance is needed to allow the appointments to be made, while the final ordinance containing similar provisions as in the emergency ordinance completes the formal ordinance adoption process. The emergency ordinance is temporary in nature and expires in 60 days after adoption.

Attachments:

1. Emergency Ordinance 24-33 Committee Member Requirements

Financial Impact:

None

6. **Alternative Action**

Do not adopt the emergency ordinance and make appointments consistent with existing code

provisions.

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 - 9/30/2024
Approved - 9/30/2024
Approved - 9/30/2024
Final Approval - 9/30/2024

EMERGENCY ORDINANCE NO. 24-33

AN EMERGENCY ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2-94 “QUALIFICATIONS AND APPOINTMENTS OF MEMBERS” AND SECTION 2-96 “REMOVAL OF AGENCY, BOARD, COMMITTEE OR COMMISSION MEMBERS” OF DIVISION 2 “PROCEDURES FOR THE ESTABLISHMENT OF BOARDS, COMMITTEES AND COMMISSIONS” OF ARTICLE IV “BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES” OF CHAPTER 2 “ADMINISTRATION” AND SECTION 34-113 “COMPOSITION, APPOINTMENT AND COMPENSATION OF MEMBERS” OF DIVISION 3 “LOCAL PLANNING AGENCY” OF ARTICLE II “ZONING PROCEDURES” OF CHAPTER 34 “ZONING DISTRICTS, DESIGN STANDARDS AND NONCONFORMITIES” OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, FLORIDA, REMOVING PROPERTY OWNERSHIP AS A QUALIFICATION REQUIREMENT FOR THE MEMBERS OF THE TOWN’S AGENCY, BOARDS, COMMITTEES OR COMMISSIONS, AND ADDING A VOTING REGISTRATION REQUIREMENT FOR MEMBERS OF THE LOCAL PLANNING AGENCY AND AUDIT COMMITTEE; ELIMINATING DUPLICATIVE AND UNENFORCEABLE LANGUAGE; ADDING A PROVISION TO SECTION 34-113, REGARDING THE MANDATORY ANNUAL FINANCIAL DISCLOSURE FORM AS REQUIRED BY THE FLORIDA COMMISSION ON ETHICS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER’S 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, Section 166.041(3)(b), Florida Statutes, permits the governing body of a municipality, by a two-thirds vote, to enact an emergency ordinance without complying with the requirements of paragraph (a) of Section 166.041; and

WHEREAS, the Town Council is in the process of amending several sections of its Code of Ordinances, as provided in more detail herein, regarding individuals appointed to serve on its Boards, Agencies, Committees and Commissions, which may not be completed until October 21, 2024; and

WHEREAS, the terms of several individuals serving on the Town’s voluntary Boards, Agencies, Committees and Commissions expire on October 1, 2024; and

WHEREAS, the Town Council desires to adopt an emergency ordinance so that its appointments to vacancies on the Town’s Boards, Agencies, Committee, and Commissions can be expeditiously filled prior to final adoption of proposed ordinance changes; and

WHEREAS, the Town Council determined that adoption of this emergency ordinance as provided herein is in the best interests of the health, safety, welfare, and morals of the Town’s residents.

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

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

Section 2. This Emergency Ordinance is adopted to address a situation in the Town of Fort Myers Beach in the interests of the public health, safety, welfare, and morals, and for the following purposes:

- a. To address the fact that vacancies on the Town’s Boards, Agencies, Committees, and Commissions will be created as of October 1, 2024; and
- b. To avoid disruption and delay in the vital role individuals perform in voluntary positions on advisory Boards, Agencies, Committees, and Commissions; and
- c. To provide the Town with time to formally amend sections 6- 2-94 and 2-96 of the Code of Ordinances and 34-113 of Land Development Code.

As a result, immediate revisions to the referenced sections of the Code of Ordinances and Land Development Code are needed as set forth herein.

Section 3. Section 2-94 “Qualifications and appointments of members” and Section 2-96 “Removal of agency, board, committee or commission members” of Division 2 “Procedures for the Establishment of Boards, Committees and Commissions” of Article IV “Boards, Commissions, Committees and Other Agencies” of Chapter 2 “Administration” of the Code of Ordinances of the Town of Fort Myers Beach, Florida, as well as Section 34-113 “Composition, appointment and compensation of members” of Division 3 “Local Planning Agency” of Article II “Zoning Procedures” of Chapter 34 “Zoning Districts, Design Standards and Nonconformities” of the Town’s Land Development Code, are hereby amended to read as follows:

Sec. 2-94. - Qualifications and appointments of members.

In addition to qualifications, which may be specified for membership by state statutes, Charter, ordinance, or resolution, a person appointed to an agency, board, committee, or commission shall give preference to a registered voter within the town's jurisdiction, or a property owner within the town's jurisdiction, other individuals with specialized experience or knowledge, or individuals who have shown interest in the subject matter. ~~Although no~~ No specific experience requirements shall be necessary as a prerequisite to appointment. ~~consideration shall be given to applicants who have experience or who have shown interest in the subject matter.~~ If any member is no longer a qualified elector or is convicted of a felony, an offense involving moral turpitude while in office, or has unpaid fines or liens due the Town of Fort Myers Beach, the town council shall terminate the appointment of such person as a member of the agency, board, committee, or commission.

(1) *Anchorage advisory committee.* The anchorage advisory committee shall advise the town council concerning all matters relevant to the management and use of the waters of the town for mooring and anchoring. The anchorage advisory committee shall prepare and submit the Matanzas Harbor Management Plan and any amendments thereto for review and approval by the town council and make recommendations for the establishment of managed municipal anchorages and mooring fields where warranted by objective evidence of environmental damage or user conflicts; or any other topics as assigned by the town council.

(2) *Audit committee.* All members of the audit committee shall be registered voters within the territorial boundaries of the Town of Fort Myers Beach ~~town residents~~ who do not have any direct financial or business interests involving the town. The town council may waive the residency requirements by majority vote if there are an insufficient number of applicants who reside in the town. All members should, through education and experience, possess a basic understanding of governmental financial reporting and auditing. At least one member of the audit committee shall have accounting, auditing, or related financial management expertise that is specifically relevant to the government sector. The audit committee shall advise the town council on these matters and other matters pursuant to F.S. § 218.391, or any other topics as assigned by the town council.

(3) ~~Bay Oaks Recreational Campus Advisory Board.~~ The purpose of BORCAB is to serve the town as a community center and recreational facility providing individuals and groups passive and active recreational, social and community activities and events for both residents and visitors. BORCAB members shall work closely and in cooperation with the parks and recreation director, and advise the town council regarding matters concerning the Bay Oaks Recreational Campus and the community pool; or any other topics as assigned by the town council.

~~b.~~ (4) *Community resource advisory board.* The broad objectives of CRAB are to further the welfare of the citizens of the town in the implementation of our community as a "living park" as defined in the comprehensive plan and make recommendations to the town council on acquisition and management of public areas including, but no limited to, pools, parks, beach accesses, streetscapes and other public easements and property to further the living park concept. The CRAB shall advise the town council on these matters or any other topics as assigned by the town council.

~~c.~~ (5) *Cultural and environmental learning center advisory board.* The broad objectives of CELCAB are to ensure and promote the mission of the Mound House and Newton Beach Park to be accomplished through stewardship, advocacy and oversight according to best practices of museums and the requirement as stated in the Florida Communities Trust Agreements for each property. The CELCAB shall advise the town council on these matters or any other topics as assigned by the town council.

~~(4)~~ (6) *Marine and environmental resource and task force.* The broad objectives of MERTF are to further the welfare of the business owners, residents, and visitors of the town by helping to promote a better, more healthful, safe, and attractive community environment and to ensure that the unique and natural characteristics of our marine and environmental resources are preserved; or any other topics as assigned by the town council.

~~(5)~~ (7) *Public safety committee.* The PSC shall address any safety and transportation issues specifically assigned to the committee by the town council for the purpose of the health, safety and welfare of the business owners, residents, and visitors to the town. The committee shall review, discuss, and evaluate the most significant safety and transportation issues within the town. The PSC shall advise the town council on these matters or any other topics as assigned by the town council.

(8) Local Planning Agency. Notwithstanding the criteria set forth herein, the criteria for the members of the Local Planning Agency of Fort Myers Beach as outlined in section 34-113 shall prevail.

Sec. 2-96. – Removal of agency, board, committee or commission members.

Unless otherwise precluded by state statutes, ordinance, or resolution, any member of an agency, board, committee or commission shall serve at the pleasure of town council and may be removed by town council with or without cause. In the event that any member is no longer possesses the required qualifying criteria, ~~a registered voter within the town's jurisdiction or a property owner within the town's jurisdiction,~~ or is convicted of a felony, ~~an offense involving moral turpitude,~~ while in office or has unpaid fines or liens due the Town of Fort Myers

Beach, the town council shall terminate the appointment of such person as a member of the agency, board, committee or commission for cause.

Sec. 34-113. - Composition, appointment and compensation of members.

(a) The local planning agency shall consist of up to seven members appointed by the town council. No members of the local planning agency shall be salaried officials of the town. Membership on the local planning agency shall not affect a person's eligibility for membership on any other advisory committee for the Town of Fort Myers Beach during his/her term of office. One spouse per household will be eligible for membership on the local planning agency during any given term of office. No current member of town council shall be eligible to serve on the local planning agency. Except for inclusion of members required under Florida law, all members must be ~~residents of, or owners of real property located within, the territorial limits of~~ registered voters within the territorial boundaries of the Town of Fort Myers Beach at the time of application for membership on the local planning agency and during the period of service on the local planning agency. All applicants must apply on or before October 1 of the appointment year. Each application must include a short biography and short explanation as to why the applicant wishes to serve on the local planning agency.

(b) The members of the local planning agency shall serve without compensation but may be reimbursed for expenses as are necessary to conduct the work of the agency from funds appropriated by the town council.

(c) In addition to the up to seven voting members, the local planning agency shall also include as a nonvoting member a representative of the Lee County School District, as designated by the Lee County School Board, to attend and participate in those meetings at which the local planning agency considers comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application (see F.S. 163.3174(1), 2002).

(d) All appointed members of the local planning agency must file an annual financial disclosure as required by the Florida Commission on Ethics.

Section 4. 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. The provisions of this Emergency Ordinance shall not be codified as it is temporary in nature.

Section 5. If any section, subsection, sentence, clause, word, 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 this Emergency Ordinance as a whole, or any part thereof, other than the part so declared.

Section 6. This Ordinance shall become effective upon adoption by the Town Council and shall terminate no later than 60 days from the date of adoption.

The foregoing Emergency 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 were 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, Town 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.

1. **Request:**

Meeting Date: October 21, 2024

First Reading and introduction of a proposed Ordinance 24-17 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2-94 "QUALIFICATIONS AND APPOINTMENTS OF MEMBERS" AND SECTION 2-96 "REMOVAL OF AGENCY, BOARD, COMMITTEE OR COMMISSION MEMBERS" OF DIVISION 2 "PROCEDURES FOR THE ESTABLISHMENT OF BOARDS, COMMITTEES AND COMMISSIONS" OF ARTICLE IV "BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES" OF CHAPTER 2 "ADMINISTRATION" AND SECTION 34-113 "COMPOSITION, APPOINTMENT AND COMPENSATION OF MEMBERS" OF DIVISION 3 "LOCAL PLANNING AGENCY" OF ARTICLE II "ZONING PROCEDURES" OF CHAPTER 34 "ZONING DISTRICTS, DESIGN STANDARDS AND NONCONFORMITIES" OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, FLORIDA, REMOVING PROPERTY OWNERSHIP AS A QUALIFICATION REQUIREMENT FOR THE MEMBERS OF THE TOWN'S AGENCY, BOARDS, COMMITTEES OR COMMISSIONS AND ADDING A VOTING REGISTRATION REQUIREMENT FOR MEMBERS OF THE LOCAL PLANNING AGENCY AND AUDIT COMMITTEE; ELIMINATING DUPLICATIVE AND UNENFORCEABLE LANGUAGE; ADDING A PROVISION TO SECTION 34-113, REGARDING THE MANDATORY ANNUAL FINANCIAL DISCLOSURE FORM AS REQUIRED BY THE FLORIDA COMMISSION ON ETHICS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE. Open the public hearing and schedule for second reading and final adoption on October 28, 2024 at 9:00 AM

Why the action is necessary:

The passage of this ordinance is necessary to ensure only involved members of the community with a vested interest in the Town's operations can be appointed to the Town's boards, agencies, commissions, and committees; to streamline the Town Code by removing duplicative language; and to add a clause regarding the mandatory annual financial disclosure for the members of the Town's local planning agency as required by the Florida Commission on Ethics.

What the action accomplishes:

The ordinance restricts the appointment of individuals to the Town's Local Planning Agency and Audit Committee to registered voters in the Town's territorial boundaries, eliminates duplicative language from the Code, and adds a reference to the mandatory annual financial disclosure required by Florida Commission on Ethics.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

Nancy Stuparich, Town
Attorney

5. **Background:**

On June 17, 2024, the first reading of the title of Ordinance 24-17 was read into the record. Following a discussion, the Town Council gave the Town Attorney a directive to research the statutory requirements, if any, for members of the Town's committees and to revise Ordinance 24-17 to add a grandfather provision to the Ordinance, which resulted in a substantial change to the title of that Ordinance, necessitating a second first reading of this proposed Ordinance at the August 7, 2024 Town Council meeting.

The title of Ordinance 24-17 was read a second time during a public hearing held at the September 9, 2024 Town Council meeting. At that meeting, the Town Council further directed the Town Attorney to remove voter registration as a requirement for all committees except for

the Local Planning Agency and the Audit Committee. The agenda item was continued to September 23, 2024 at which time the agenda item was again continued.

While the Town Council previously discussed the necessity for inclusion of a grandfather provision, the Town Council's recent discussion at the September 9, 2024, meeting eliminated the need for such provision. The language has been eliminated from the proposed ordinance.

The proposed ordinance also continues to add a provision to Section 34-113 of the Town's Land Development Code, obligating the members of the Town's local planning agency to comply with mandatory annual financial disclosure pursuant to the requirements set forth by the Florida Commission on Ethics.

Because the most recent changes impact the advertised title of the proposed ordinance, the proposed ordinance is presented to the Town Council as a first reading.

Lastly, to ensure uniformity between the Town Code and the Town's procedural rules and policies, the Town's procedural rules and policies will require an amendment to Section 5 as it pertains to the residency requirements of the members of the Town's advisory boards, agencies, and committees.

Attachments:

1. First Reading Ord. 24-17, Committee Member Requirements 200
2. Fort Myers Beach, FL Code of Ordinances Sec. 2-94
3. Fort Myers Beach, FL Code of Ordinances Sec. 2-96
4. Fort Myers Beach, FL Code of Ordinances Sec. 34-113
5. Business Impact Estimate 10-7-2024

Financial Impact:

None

6. Alternative Action

Continue or deny proposed ordinance.

7. Management Recommendations:

Approve the ordinance.

8. Recommended Approval:

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

Created/Initiated - 9/20/2024
Approved - 9/28/2024
Approved - 9/29/2024
Final Approval - 9/30/2024

ORDINANCE NO. 24-17

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2-94 “QUALIFICATIONS AND APPOINTMENTS OF MEMBERS” AND SECTION 2-96 “REMOVAL OF AGENCY, BOARD, COMMITTEE OR COMMISSION MEMBERS” OF DIVISION 2 “PROCEDURES FOR THE ESTABLISHMENT OF BOARDS, COMMITTEES AND COMMISSIONS” OF ARTICLE IV “BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES” OF CHAPTER 2 “ADMINISTRATION” AND SECTION 34-113 “COMPOSITION, APPOINTMENT AND COMPENSATION OF MEMBERS” OF DIVISION 3 “LOCAL PLANNING AGENCY” OF ARTICLE II “ZONING PROCEDURES” OF CHAPTER 34 “ZONING DISTRICTS, DESIGN STANDARDS AND NONCONFORMITIES” OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, FLORIDA, REMOVING PROPERTY OWNERSHIP AS A QUALIFICATION REQUIREMENT FOR THE MEMBERS OF THE TOWN’S AGENCY, BOARDS, COMMITTEES OR COMMISSIONS, AND ADDING A VOTING REGISTRATION REQUIREMENT FOR MEMBERS OF THE LOCAL PLANNING AGENCY AND AUDIT COMMITTEE; ELIMINATING DUPLICATIVE AND UNENFORCEABLE LANGUAGE; ADDING A PROVISION TO SECTION 34-113, REGARDING THE MANDATORY ANNUAL FINANCIAL DISCLOSURE FORM AS REQUIRED BY THE FLORIDA COMMISSION ON ETHICS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER’S 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, on June 6, 2024, the Town Council held a discussion regarding the proposed changes to the Code of Ordinances of the Town of Fort Myers Beach, specifically as it pertains to the required criteria, qualifying individuals for service on the Town’s agencies, boards, committees or commissions; and

WHEREAS, on June 17, 2024, the Town Council held a first reading of Ordinance 24-17 and gave direction to the Town Attorney to revise Ordinance 24-17 to add a grandfather provision; and

WHEREAS, the revisions proposed by the Town Council resulted in a substantial change to the title of Ordinance 24-17, necessitating a second first reading of the Ordinance; and

WHEREAS, on August 7, 2024, the Town Council held a second first reading of this Ordinance and gave full and complete consideration to the request of the proposed ordinance, the recommendation of staff, the documents in the record, and the testimony of all interested persons. The Town Council directed staff to schedule a second reading on September 9, 2024; and

WHEREAS, on the 9th day of September, 2024, the Town Council held a second reading of this Ordinance and, after giving full and complete consideration to the request of the proposed ordinance, the recommendation of staff, the documents in the record, and the testimony of all interested persons, the Town Council requested a continuance of the second reading to September 23, 2024, which was thereafter continued again to October 7, 2024; and

WHEREAS, on September 9, 2024, the Town Council directed the Town Attorney to make further changes to the Ordinance, removing the grandfather provision, including a requirement that all members of the Town's Audit Committee and Local Planning Agency must be registered voters within the Town's jurisdiction, and leaving property ownership as the only required criteria, qualifying an individual for service on all other Town's boards, agencies, commissions or committees; and

WHEREAS, changes to the advertised title necessitated another first reading of the proposed ordinance to amend Sections 2-94 and 2-96 as directed by the Town Council on October 7, 2024; and

WHEREAS, the Town further desires to amend Section 34-113 of the Town's Land Development Code to add a provision regarding the filing of mandatory annual financial disclosure by the members of the Town's local planning agency, as required by Florida Commission on Ethics; and

WHEREAS, a Business Impact Estimate was prepared and posted on the Town's website on the ____ day of _____, 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 _____ on the ____ day of _____, 2024, which is 10 days prior to the final reading of the proposed Ordinance as required by Section 166.041, Florida Statutes; and

WHEREAS, the Town Council determined that adoption of the ordinance as provided herein is in the best interests of the health, safety, welfare, and morals of the Town's residents.

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

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

Section 2. Section 2-94 “Qualifications and appointments of members” and Section 2-96 “Removal of agency, board, committee or commission members” of Division 2 “Procedures for the Establishment of Boards, Committees and Commissions” of Article IV “Boards, Commissions, Committees and Other Agencies” of Chapter 2 “Administration” of the Code of Ordinances of the Town of Fort Myers Beach, Florida, as well as Section 34-113 “Composition, appointment and compensation of members” of Division 3 “Local Planning Agency” of Article II “Zoning Procedures” of Chapter 34 “Zoning Districts, Design Standards and Nonconformities” of the Town’s Land Development Code, are hereby amended to read as follows:

Sec. 2-94. - Qualifications and appointments of members.

In addition to qualifications, which may be specified for membership by state statutes, Charter, ordinance, or resolution, a person appointed to an agency, board, committee, or commission shall give preference to a registered voter within the town’s jurisdiction, or a property owner within the town’s jurisdiction, other individuals with specialized experience or knowledge, or individuals who have shown interest in the subject matter. ~~Although no~~ No specific experience requirements shall be necessary as a prerequisite to appointment. ~~consideration shall be given to applicants who have experience or who have shown interest in the subject matter. If any member is no longer a qualified elector or is convicted of a felony, an offense involving moral turpitude while in office, or has unpaid fines or liens due the Town of Fort Myers Beach, the town council shall terminate the appointment of such person as a member of the agency, board, committee, or commission.~~

(1) *Anchorage advisory committee.* The anchorage advisory committee shall advise the town council concerning all matters relevant to the management and use of the waters of the town for mooring and anchoring. The anchorage advisory committee shall prepare and submit the Matanzas Harbor Management Plan and any amendments thereto for review and approval by the town council and make recommendations for the establishment of managed municipal anchorages and mooring fields where warranted by objective evidence of environmental damage or user conflicts; or any other topics as assigned by the town council.

(2) *Audit committee.* All members of the audit committee shall be registered voters within the territorial boundaries of the Town of Fort Myers Beach ~~town residents~~ who do not have any direct financial or business interests involving the town. The town council may waive the residency requirements by majority vote if there are an insufficient number of applicants who reside in the town. All members should, through education and experience, possess a basic understanding of governmental financial reporting and auditing. At least one member of the audit committee shall have accounting, auditing, or related

financial management expertise that is specifically relevant to the government sector. The audit committee shall advise the town council on these matters and other matters pursuant to F.S. § 218.391, or any other topics as assigned by the town council.

~~(3) a-~~ *Bay Oaks Recreational Campus Advisory Board.* The purpose of BORCAB is to serve the town as a community center and recreational facility providing individuals and groups passive and active recreational, social and community activities and events for both residents and visitors. BORCAB members shall work closely and in cooperation with the parks and recreation director, and advise the town council regarding matters concerning the Bay Oaks Recreational Campus and the community pool; or any other topics as assigned by the town council.

~~b-~~ *(4) Community resource advisory board.* The broad objectives of CRAB are to further the welfare of the citizens of the town in the implementation of our community as a "living park" as defined in the comprehensive plan and make recommendations to the town council on acquisition and management of public areas including, but no limited to, pools, parks, beach accesses, streetscapes and other public easements and property to further the living park concept. The CRAB shall advise the town council on these matters or any other topics as assigned by the town council.

~~c-~~ *(5) Cultural and environmental learning center advisory board.* The broad objectives of CELCAB are to ensure and promote the mission of the Mound House and Newton Beach Park to be accomplished through stewardship, advocacy and oversight according to best practices of museums and the requirement as stated in the Florida Communities Trust Agreements for each property. The CELCAB shall advise the town council on these matters or any other topics as assigned by the town council.

~~(4) (6)~~ *Marine and environmental resource and task force.* The broad objectives of MERTF are to further the welfare of the business owners, residents, and visitors of the town by helping to promote a better, more healthful, safe, and attractive community environment and to ensure that the unique and natural characteristics of our marine and environmental resources are preserved; or any other topics as assigned by the town council.

~~(5) (7)~~ *Public safety committee.* The PSC shall address any safety and transportation issues specifically assigned to the committee by the town council for the purpose of the health, safety and welfare of the business owners, residents, and visitors to the town. The committee shall review, discuss, and evaluate the most significant safety and transportation issues within the town. The PSC shall advise the town council on these matters or any other topics as assigned by the town council.

(8) Local Planning Agency. Notwithstanding the criteria set forth herein, the criteria for the members of the Local Planning Agency of Fort Myers Beach as outlined in section 34-113 shall prevail.

Sec. 2-96. – Removal of agency, board, committee or commission members.

Unless otherwise precluded by state statutes, ordinance, or resolution, any member of an agency, board, committee or commission shall serve at the pleasure of town council and may be removed by town council with or without cause. In the event that any member is no longer possesses the required qualifying criteria, ~~a registered voter within the town's jurisdiction or a property owner within the town's jurisdiction~~, or is convicted of a felony, ~~an offense involving moral turpitude~~, while in office or has unpaid fines or liens due the Town of Fort Myers Beach, the town council shall terminate the appointment of such person as a member of the agency, board, committee or commission for cause.

Sec. 34-113. - Composition, appointment and compensation of members.

(a) The local planning agency shall consist of up to seven members appointed by the town council. No members of the local planning agency shall be salaried officials of the town. Membership on the local planning agency shall not affect a person's eligibility for membership on any other advisory committee for the Town of Fort Myers Beach during his/her term of office. One spouse per household will be eligible for membership on the local planning agency during any given term of office. No current member of town council shall be eligible to serve on the local planning agency. Except for inclusion of members required under Florida law, all members must be ~~residents of, or owners of real property located within, the territorial limits of~~ registered voters within the territorial boundaries of the Town of Fort Myers Beach at the time of application for membership on the local planning agency and during the period of service on the local planning agency. All applicants must apply on or before October 1 of the appointment year. Each application must include a short biography and short explanation as to why the applicant wishes to serve on the local planning agency.

(b) The members of the local planning agency shall serve without compensation but may be reimbursed for expenses as are necessary to conduct the work of the agency from funds appropriated by the town council.

(c) In addition to the up to seven voting members, the local planning agency shall also include as a nonvoting member a representative of the Lee County School District, as designated by the Lee County School Board, to attend and participate in those meetings at which the local planning agency considers comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application (see F.S. 163.3174(1), 2002).

(d) All appointed members of the local planning agency must file an annual financial disclosure as required by the Florida Commission on Ethics.

Section 3. That the Town Council intends that the provisions of this ordinance be made a part of the Fort Myers Beach, Florida, Code of Ordinances, 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 4. 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 5. If any section, subsection, sentence, clause, word, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 6. This Ordinance 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 were 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, Town 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.

Sec. 2-94. - Qualifications and appointments of members.

In addition to qualifications, which may be specified for membership by state statutes, Charter, ordinance, or resolution, a person appointed to an agency, board, committee, or commission shall give preference to a registered voter within the town's jurisdiction or a property owner within the town's jurisdiction. Although no specific experience requirements shall be necessary as a prerequisite to appointment, consideration shall be given to applicants who have experience or who have shown interest in the subject matter. If any member is no longer a qualified elector, or is convicted of a felony, an offense involving moral turpitude while in office, or has unpaid fines or liens due the Town of Fort Myers Beach, the town council shall terminate the appointment of such person as a member of the agency, board, committee, or commission.

- (1) *Anchorage advisory committee.* The anchorage advisory committee shall advise the town council concerning all matters relevant to the management and use of the waters of the town for mooring and anchoring. The anchorage advisory committee shall prepare and submit the Matanzas Harbor Management Plan and any amendments thereto for review and approval by the town council and make recommendations for the establishment of managed municipal anchorages and mooring fields where warranted by objective evidence of environmental damage or user conflicts; or any other topics as assigned by the town council.
- (2) *Audit committee.* All members of the audit committee shall be town residents who do not have any direct financial or business interests involving the town. The town council may waive the residency requirements by majority vote if there are an insufficient number of applicants who reside in the town. All members should, through education and experience, possess a basic understanding of governmental financial reporting and auditing. At least one member of the audit committee shall have accounting, auditing, or related financial management expertise that is specifically relevant to the government sector. The audit committee shall advise the town council on these matters and other matters pursuant to F.S. § 218.391, or any other topics as assigned by the town council.
- (3)
 - a. *Bay Oaks Recreational Campus Advisory Board.* The purpose of BORCAB is to serve the town as a community center and recreational facility providing individuals and groups passive and active recreational, social and community activities and events for both residents and visitors. BORCAB members shall work closely and in cooperation with the parks and recreation director, and advise the town council regarding matters concerning the Bay Oaks Recreational Campus and the community pool; or any other topics as assigned by the town council.
 - b. *Community resource advisory board.* The broad objectives of CRAB are to further the welfare of the citizens of the town in the implementation of our community as a "living park" as defined in the comprehensive plan and make recommendations to the town

council on acquisition and management of public areas including, but no limited to, pools, parks, beach accesses, streetscapes and other public easements and property to further the living park concept. The CRAB shall advise the town council on these matters or any other topics as assigned by the town council.

c. *Cultural and environmental learning center advisory board.* The broad objectives of CELCAB are to ensure and promote the mission of the Mound House and Newton Beach Park to be accomplished through stewardship, advocacy and oversight according to best practices of museums and the requirement as stated in the Florida Communities Trust Agreements for each property. The CELCAB shall advise the town council on these matters or any other topics as assigned by the town council.

(4) *Marine and environmental resource and task force.* The broad objectives of MERTF are to further the welfare of the business owners, residents, and visitors of the town by helping to promote a better, more healthful, safe, and attractive community environment and to ensure that the unique and natural characteristics of our marine and environmental resources are preserved; or any other topics as assigned by the town council.

(5) *Public safety committee.* The PSC shall address any safety and transportation issues specifically assigned to the committee by the town council for the purpose of the health, safety and welfare of the business owners, residents, and visitors to the town. The committee shall review, discuss, and evaluate the most significant safety and transportation issues within the town. The PSC shall advise the town council on these matters or any other topics as assigned by the town council.

(Ord. No. 18-06, § 2, 5-7-2018; Ord. No. 22-10, § 2, 6-6-2022)

Sec. 2-96. - Removal of agency, board, committee or commission members.

Unless otherwise precluded by state statutes, ordinance, or resolution, any member of an agency, board, committee or commission shall serve at the pleasure of town council and may be removed by town council with or without cause. In the event that any member is no longer a registered voter within the town's jurisdiction or a property owner within the town's jurisdiction, or is convicted of a felony, an offense involving moral turpitude while in office or has unpaid fines or liens due the Town of Fort Myers Beach, the town council shall terminate the appointment of such person as a member of the agency, board, committee or commission.

(Ord. No. 18-06, § 4, 5-7-2018)

Sec. 34-113. - Composition, appointment and compensation of members.

- (a) The local planning agency shall consist of up to seven members appointed by the town council. No members of the local planning agency shall be salaried officials of the town. Membership on the local planning agency shall not affect a person's eligibility for membership on any other advisory committee for the Town of Fort Myers Beach during his/her term of office. One spouse per household will be eligible for membership on the local planning agency during any given term of office. No current member of town council shall be eligible to serve on the local planning agency. Except for inclusion of members required under Florida law, all members must be residents of, or owners of real property located within, the territorial limits of the Town of Fort Myers Beach at the time of application for membership on the local planning agency and during the period of service on the local planning agency. All applicants must apply on or before October 1 of the appointment year. Each application must include a short biography and short explanation as to why the applicant wishes to serve on the local planning agency.
- (b) The members of the local planning agency shall serve without compensation but may be reimbursed for expenses as are necessary to conduct the work of the agency from funds appropriated by the town council.
- (c) In addition to the up to seven voting members, the local planning agency shall also include as a nonvoting member a representative of the Lee County School District, as designated by the Lee County School Board, to attend and participate in those meetings at which the local planning agency considers comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application (see F.S. 163.3174(1), 2002).



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 Fort Myers Beach 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, AMENDING SECTION 2-94 "QUALIFICATIONS AND APPOINTMENTS OF MEMBERS" AND SECTION 2-96 "REMOVAL OF AGENCY, BOARD, COMMITTEE OR COMMISSION MEMBERS" OF DIVISION 2 "PROCEDURES FOR THE ESTABLISHMENT OF BOARDS, COMMITTEES AND COMMISSIONS" OF ARTICLE IV "BOARDS, COMMISSIONS, COMMITTEES AND OTHER AGENCIES" OF CHAPTER 2 "ADMINISTRATION" AND SECTION 34-113 "COMPOSITION, APPOINTMENT AND COMPENSATION OF MEMBERS" OF DIVISION 3 "LOCAL PLANNING AGENCY" OF ARTICLE II "ZONING PROCEDURES" OF CHAPTER 34 "ZONING DISTRICTS, DESIGN STANDARDS AND NONCONFORMITIES" OF THE CODE OF ORDINANCES OF THE TOWN OF FORT MYERS BEACH, FLORIDA, REMOVING VOTER REGISTRATION AS A QUALIFICATION CRITERIA FOR THE MEMBERS OF THE TOWN'S AGENCIES, BOARDS, COMMITTEES OR COMMISSIONS; MAKING VOTER REGISTRATION A REQUIRED CRITERIA, QUALIFYING AN INDIVIDUAL FOR SERVICE ON THE TOWN'S AUDIT COMMITTEE OR LOCAL PLANNING AGENCY; ELIMINATING DUPLICATIVE LANGUAGE; ADDING A PROVISION TO SECTION 34-113, REGARDING MANDATORY ANNUAL FINANCIAL DISCLOSURE FORM AS REQUIRED BY THE FLORIDA COMMISSION ON ETHICS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND 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 Fort Myers Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Fort Myers Beach 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;

¹ See Section 166.041(4)(c), Florida Statutes.

- ☐ 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 Fort Myers Beach 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 language of Sections 2-94 and 2-96 of Division 2 of Article IV of Chapter 2 and Section 34-113 of Division 3 of Article II of Chapter 34 of the Code of Ordinances of the Town of Fort Myers Beach, Florida, restricting the appointment of individuals to the Town's boards, agencies, committees and commissions, exclusively to property owners within the Town's territorial boundaries, and leaving voter registration as the sole qualification criteria for service on the Town's audit committee or local planning agency, deleting duplicative language from the Code, and adding a reference to the mandatory annual financial disclosure required by the Florida Commission on Ethics to Section 34-113. The proposed ordinance promotes the health, safety, welfare, and morals of the residents of the Town by restricting appointment of the members of the Town's boards, agencies, commissions or committees solely to those individuals who have a vested interest in the Town's operations.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Fort Myers Beach, 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 Fort Myers Beach regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: Fort Myers Beach staff solicited comments from businesses in the Fort Myers Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on Fort Myers Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that 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].

Not applicable.

1. **Request:**

Meeting Date: October 21, 2024

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTIONS 2 AND 5 OF THE TOWN'S POLICIES AND PROCEDURES MANUAL TO MAKE IT CONSISTENT WITH ELIGIBILITY REQUIREMENTS FOR MEMBERS OF THE TOWN'S AGENCIES, BOARDS, COMMITTEES AND COMMISSIONS AND TO UPDATE REFERENCE TO REQUIRED FINANCIAL DISCLOSURE FORMS; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The passage of this proposed Resolution is necessary to ensure the Town Council's Policies and Procedures manual is updated pursuant to the recent changes in the Florida law regarding mandatory financial disclosure forms required from the local government officials every year, and revised for uniformity and consistency with the newly amended Town Code.

What the action accomplishes:

The proposed resolution updates the language of the Town Council's Policies and Procedures Manual by (1) replacing the reference to Form 6 with a reference to Form 1, in compliance with the recent change in the Florida law regarding the required annual financial disclosure forms from the members of the local government, and (2) ensuring uniformity and consistency with the recent changes to the Town's Code of Ordinances after adoption of Ordinance 24-17.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

nancy stuparich, Town Attorney

5. **Background:**

On June 6, 2024, the Town Council discussed proposed amendments to the Town Code, eliminating property ownership as a qualifying criteria for a member of the Town's board, agency, committee or commission, and leaving only voter registration within the Town's jurisdiction as a qualification criteria. The Town Council directed the Town Attorney to draft a corresponding Ordinance.

On June 17, 2024, the Town Council held a first reading of a proposed Ordinance to revise qualifications of members of its Committees, Boards, Agencies, and Commissions. Following several discussions and changes to the proposed ordinance, the Town Council clarified the requirements for service. Following adoption of the Ordinance, the Town Council's Policies and Procedures Manual required revisions to be consistent with the newly amended Town Code.

Additionally, on June 10, 2024, the US District Court for the Southern District of Florida held that elected officials were not required to file a Form 6 (Full and Public Disclosure of Financial Interests) and instead must file a Form 1 (Statement of Financial Interests).

For the foregoing reasons, the Town Council's Policies and Procedures Manual needs to be amended by resolution to be consistent with the amended language of the Town Code and the recent changes in Florida law.

Attachments:

1. Resolution 23-182 Town Council Manual
2. Final Resolution 24-178, Amending Resolution 23-182, Sections 2 and 5 of the Town's Manual

Financial Impact:

None

6. Alternative Action

Amend the Manual at a future date.

7. Management Recommendations:

Pass the Resolution.

8. Recommended Approval:

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

Created/Initiated - 9/24/2024
Approved - 9/30/2024
Approved - 9/30/2024
Final Approval - 9/30/2024

RESOLUTION NUMBER 23-182

**A RESOLUTION OF THE TOWN OF FORT MYERS
BEACH, FLORIDA, ADOPTING AND AMENDING THE
TOWN COUNCIL POLICIES AND PROCEDURES
MANUAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Article VIII, Section 2 of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

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

WHEREAS, the Town Council has adopted a Policies and Procedures Manual to standardize the way the Town Council conducts its meetings, acts on items before it and adopts, amends, and implements legislative and policy decisions; and

WHEREAS, the Town Council desires to amend and update the Town Council Policies and Procedures Manual previously approved by Resolution 23-30.

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

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

Section 2. The amended Town Council Policies and Procedures Manual, attached as Exhibit "A" is approved.

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

THE FOREGOING RESOLUTION was adopted by the Town Council upon motion by Council Member Woodson and seconded by Council Member King, and upon being put to a roll vote, the result was as follows:

Dan Allers, Mayor	Aye
Jim Atterholt, Vice Mayor	Aye
John King, Council Member	Aye
Vacant, Council Member	N/A
Karen Woodson, Council Member	Aye

ADOPTED this 22nd day of January 2024, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers
Dan Allers (Mar 6, 2024 08:29 EST)
Dan Allers, Mayor

ATTEST:

Amy Baker
Amy Baker (Mar 6, 2024 15:53 EST)
Amy Baker, Town Clerk

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

Nancy March
Nancy March (Mar 5, 2024 09:52 EST)
Vose Law Firm LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 12th day of February 2024.

EXHIBIT “A”

Town of Fort Myers Beach Town Council Policies and Procedures Manual Table of Contents

1. Introduction.....	3
2. Town Council Mission and Job Description.....	3
Mission:	3
Functions, Powers and Duties:.....	3
Council Member Requirements:	4
3. How Town Council Will Operate	4
Code of Conduct:	4
Code of Ethics:.....	5
Assignment of a Town Council Representative:.....	7
Sunshine Issues:	7
Email and Texting Policy:	8
Public Records:	8
4. Training Materials and First Meeting	9
Training Materials:.....	9
Training Recommendations:	9
Election of Officers:.....	10
Outside Committee Representation:	10
5. Town Advisory Committees, Boards and Agencies Standing Advisory Committees	11
Council Selection of Advisory Board, Agency, and Committee Members:	11
Ad Hoc Committees:.....	13
6. Meeting Preparation and Planning	14
Meeting Schedule:	14
Source of Items:	14
Timetable and Preparation Process:.....	14
Continued Hearings and Legislative Issues:	15
Attendance Policy:	15
Participation by Videoconference:.....	15
7. Meeting Procedures	16
Generally, the Order of Agenda Items:	16
Conduct of Council Meetings:	16
Rules of Civility:.....	17
Minutes:	18

EXHIBIT “A”

Council Members Items and Reports:.....	19
Agenda Management:	19
Action List:	19
How Voting Order is Established for Roll Call Votes:.....	19
Voting Conflicts:.....	19
Guidelines for Legislative Hearing Procedures:	20
Guidelines for Quasi-Judicial Land Use Hearing:	21
8. Reimbursement Procedures	22
Travel Expenses:.....	22
Business Expenses:	22
Educational Reimbursement:	22
9. Council Communications Policy and Processing Procedures	22
Council Communications Policy:	22
Mail Processing Procedures:.....	23
Communications with Potential Applicants for Zoning and Communications with Vendors or Service Providers:	23
10. Non-Discrimination and Harassment.....	23
Policies:.....	23
11. Interview/Selection Process for Legal Services	24
12. Interview/Selection Process for Town Manager.....	27
13.Appointment to Vacant Council Seats	30

EXHIBIT “A”

1. Introduction

This Town Council Policies and Procedures Manual is for the purpose of helping the Council Members in the discharge of their duties. They are intended to be guidelines, not “rules” on how to conduct business. Town Council may vary from these policies and procedures on a case-by-case basis by a majority vote unless in conflict with Florida law, the Town Charter, the Land Development Code, Code of Ordinances, Comprehensive Plan or other Town guiding documents. As the Town Council continues to discover situations that are unique to Fort Myers Beach, it will want to update and amend this manual. Experience may show that some of these policies and procedures need to be modified or eliminated and new ones adopted.

By adopting this manual, members of Council will find in one handy reference, answers to policy and procedure questions that come up from time to time. By having an agreed-upon guide, members of Council also may develop common expectations on proper conduct of Council meetings, dealings with the public, and the roles of Town staff and committees.

This manual should be used in conjunction with the Town Charter, Comprehensive Land Use Plan (Comp Plan), Land Development Code (LDC), Code of Ordinances, and the annual budget as necessary. In the event of a conflict between this document and Florida statutes, Town Charter or other Town guiding documents, such other document shall prevail over the language in the Policies and Procedures manual.

2. Town Council Mission and Job Description

Mission:

To legislate and police the powers of the Town, including establishing boards, commissions and committees; to perform all duties and obligations imposed on the municipality by law; to insure by strategic planning and clear policies that the unique and natural characteristics of the island are preserved; to supervise the Town Manager and Town Attorney; to perform all actions for the welfare of the residents, owners, businesspersons, and guests of the Island in adherence to the Town Charter, State and Federal Law.

Functions, Powers and Duties:

- Review and interpret the Comprehensive Plan and conduct public hearings as needed to make changes.
- Review and interpret the Land Development Code and conduct public hearings as needed to make changes.
- Conduct hearings regarding land use matters.
- Introduce and approve Charter Amendments for adoption by referendum.
- Appoint a Town Manager.
- Appoint a Town Attorney.
- Introduce and enact ordinances.

EXHIBIT “A”

- Introduce and adopt resolutions.
- Review and adopt the Operations and Capital Improvement budgets.
- Review and approve budget amendments.
- Create Special Assessment Districts as may be needed.
- Establish advisory committees as needed.
- Review and approve inter-local agreements.
- Review and approve contracts with the Town above the threshold limit allowed to Town Manager.
- Elect a Mayor and Vice Mayor.
- Perform any other duties that are lawfully defined by the Charter and Florida statutes.

Council Member Requirements:

- Electronically file a Statement of Financial Interests and Ethics Training (Form 6) on the Florida Commission on Ethics website every year.
- Complete and file Form 6F – Final Statement of Financial Interest, within 60 days of leaving office.
- Pursuant to state law, all Council members must complete 4 hours of ethics training each calendar year, which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of the State of Florida.

3. How Town Council Will Operate

Code of Conduct:

Recognizing that persons holding a position of public trust are under constant observation, and recognizing that maintaining the integrity and dignity of the public office is essential for maintaining high levels of public confidence in our institutions of government, every member of the Town Council pledges to adhere to the following CODE OF CONDUCT:

1. Regularly attend all scheduled meetings of the Town Council as well as special or called meetings relevant to the office.
2. Regularly attend all scheduled meetings of outside committees of which they are a member.
3. Prepare for each meeting.
4. Create a positive environment in meetings of Town Council.
5. Maintain an attitude of courtesy and consideration toward colleagues, residents, and staff during all discussions and deliberations.
6. Allow residents, colleagues, and staff sufficient opportunity to present their views within the prescribed rules for conduct of meetings of Town Council.

EXHIBIT “A”

7. Avoid the use of abusive, threatening, or intimidating language or gestures directed at colleagues, residents, or staff.
8. Avoid comments, body language or distracting activity that conveys a message of disrespect and lack of interest.
9. Respect all local, state, and federal laws, rules, and other regulations.
10. Electronically submit completed financial disclosure forms via the Florida Commission on Ethics website by the specified deadline.
11. Publicly acknowledge the adopted position when asked about a decision of Town Council.
12. Read the Town Comprehensive Plan and follow its directives in all decision-making processes for the Town.
13. Follow the procedural and substantive requirements of the LDC.

Code of Ethics:

Members should ethically serve the public interest by making decisions and taking actions that will enhance the public health, safety and welfare of the region and the residents served by the Town Council and by promoting public confidence in the integrity, independence, ability and impartiality of Town Council.

1. Members shall not convey the impression that they can influence the outcome of a decision of Town Council and shall not attempt to use their office to direct or influence staff recommendations, the Town Manager or Town Attorney without the concurrence of the Town Council.
2. Members shall discharge their duties and responsibilities without favor, bias or prejudice toward any person or group. Members should not allow personal or business relationships to impact upon their conduct or decisions in connection with Town Council business and shall not lend their influence towards the advancement of personal interests, towards the advancement of the interests of friends or business associates or other conflict of interest situations.
3. Members shall avoid creating the appearance of impropriety by refraining from engaging in private discussions with an applicant – or their representatives about specific upcoming Town Council quasi-judicial agenda items unless the ex parte communication is disclosed as required. If a member receives a private written, telephonic or electronic communication about an agenda item, the member will promptly forward the information to the Town Manager and the Town Clerk, or to the member’s Town e-mail account so that it may be shared with all other members and filed with the Town official records to comply with the Public Records Law requirement. Any private written, telephonic, or electronic communication about an agenda item, must be submitted to the Town Clerk prior to the commencement of the Town Council meeting at which the agenda item is discussed or it cannot be mentioned or read by any member unless otherwise allowed by majority vote of the Town Council.

EXHIBIT “A”

4. No member shall communicate, receive, send, or solicit any private written, telephonic, or electronic communication during a Town Council meeting if disruptive to the orderly conduct of the meeting, unless it pertains to an emergency situation (example: audio or video feed of Council meeting not working properly).
5. Members shall refrain from any private discussion of Town Council business, or matters that could come before the Town Council, with other members per the requirements of Florida’s Government-in-the-Sunshine Law, Chapter 286, Florida Statutes.
6. Consistent with Florida law, Members shall not accept or solicit a gift, loan, payment, favor, service, promise of employment or business contract, meal, transportation or anything else of value, if such thing is given with the understanding or possibility that it will influence the official action of the Members during Town Council proceedings. Florida law prohibits the spouse or minor child of that member from soliciting or accepting these as well, and the Member shall be vigilant in ensuring compliance from those family members. Members should contact the Town Attorney or the Florida Commission on Ethics if they have any questions about compliance with Florida law as to gifts.
7. A member whose personal employment or business relationship with a person or entity that is subject to a recommendation of Town Council shall seek the advice and counsel of the Town Attorney, if such relationship could conceivably influence the members’ impartiality during Town Council discussion of the subject. The provisions of Chapter 112, Florida Statutes and the Code of Ethics for Public Officers and Employees, shall govern conflict of interest determinations.
8. Members shall remain vigilant against deviations from Town Council policies and procedures.

As a legislative and quasi-judicial body, Town Council must be ever cognizant of the important legal requirements of due process and equal protection. These principles are derived from the United States Constitution, the Constitution of the State of Florida, and Florida Statutes, the Town Charter, Town code and LDC, and apply to legislative and quasi-judicial actions. The legal requirement for due process is separated into two prongs: substantive due process and procedural due process. The principle of substantive due process requires the benefits of a given regulation be within the scope of governmental authority, i.e., health, safety, morals, or general welfare, and that the regulations be accomplished in a rational manner, i.e., not be unreasonable, arbitrary or capricious. This is a principle of fundamental fairness in the substance of a given regulatory scheme or provision.

The other due process prong, procedural due process, requires a fair method of adjudicating the rights of property owners, requiring notice and an opportunity to be heard by an impartial decision maker. In legislative matters, this requirement is derived from Florida Statutes, the Town Code and LDC that provide the type and period of notice depending on the nature of the property interest subject to regulation at a public hearing. Quasi-judicial decisions have an underlying Constitutional requirement for procedural due process.

EXHIBIT “A”

Equal protection limits governmental regulation from establishing irrational classifications, protects the rights of suspect and quasi-suspect classes, and assures against the exercise of fundamental or important rights of persons in ways different from others. Key overarching principles to keep in mind are that every person must be treated equally and reasonably by the quasi-judicial or legislative substance and process and that decisions and recommendations be deliberated in an open process with adequate notice and allowance for participation of affected parties. Reasonable, consistent, and timely notifications in quasi-judicial matters to be heard by the Town Council provide an applicant and other parties potentially affected by a requested decision these fundamental protections.

Assignment of a Town Council Representative:

Town Council may choose to assign a member to lead a project or assess an issue. The Town Council Representative, or often called a “Point Person” may be assigned to do fact-finding and/or research, recommend a course of action and report back to Town Council for direction. Final decisions are made by a majority of Town Council.

Sunshine Issues:

Members of Town Council and all Town advisory committees, boards and agencies are subject to the Sunshine Law (F.S. 286.011). This means that any gathering of, or communication between, two or more members of the same advisory committee, board or agency must comply with all the Sunshine Law requirements if they participate in any discussion, directly or indirectly, regarding any matter where there is known or could be foreseeable action taken by communication through a spouse or other go-between.

Town Council members cannot engage in discussions with each other (directly or indirectly) at outside meetings such as the Chamber of Commerce or civic groups regarding any matter on which it is known or foreseeable that action may be taken, unless the Sunshine requirements are met. These rules apply equally to any gathering, formal or casual, such as a Rotary Club (or other business or fraternal club gathering), fund-raiser, etc. They also apply to social events and functions unconnected to the advisory committee, such as a neighbor’s backyard barbeque. They also apply to casual discussions between or among members coming in the door for the committee meeting, at breaks during the meeting, and going out the door after the meeting. Every component of the decision-making process must occur in the Sunshine.

The penalties for violating the Sunshine law are severe and can include criminal and civil sanctions. The process of investigation of Sunshine violations is always unpleasant, embarrassing, and expensive, even if the person is ultimately cleared.

EXHIBIT “A”

Email and Texting Policy:

Email and texting are convenient ways to communicate with staff, Town Council, residents, and others. However, it presents unique legal and ethical challenges. All email and texts regarding Town business must be properly retained as a public record. Furthermore, any email or text regarding an issue that will come before Council in a quasi-judicial hearing must be properly disclosed as an ex-parte communication as appropriate. Council members must be vigilant to not accidentally violate Sunshine Law requirements. Emailing or texting anyone stating a position on an issue that will come before Town Council is particularly risky. Email and text actions to avoid include:

1. Sending an email to another Council member with anything that could be construed as a position.
2. Copying another Council member on a response to an email sent by a resident, staff member or other person.
3. If another Town Council member’s email is inadvertently forwarded to you, respond to the sender recognizing its accidental nature, the fact that it is a Sunshine issue and retain a copy of your response.
4. Sending an email “Reply All” when more than one Council member is also on the email that was received.

Florida has a very broad public records law. Most written communications to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email and text communications and email address and mobile phone number may be subject to public disclosure. (This statement must be included in the closing of any email regarding Town business).

Public Records:

It is the policy of the State of Florida that municipal records shall be open for personal inspection by any person (s. 119.01, F.S.). To that end, the Legislature has enacted the Public Records Law (Ch. 119, F.S.), which contains requirements that public records, as defined in s. 119.011, F.S., be made available for public inspection, they be kept in usable condition, they be kept in safe places, they be kept in convenient places, and copying of records be provided at reasonable costs. A public record is “any material prepared in connection with official agency business which is intended to perpetuate, communicate, or formalize knowledge of some type.”

Council members’ responsibility is to ensure their own public records are properly handled and preserved, and to see that the law is adhered to by all employees of the Town. The Town Clerk has been assigned the responsibility of being the custodian of public records. Council members must further understand that their public record must be retained even after leaving office.

Any use of personal electronic equipment or email accounts for government business is allowed, but for a council member’s own protection, it is suggested that a copy of any documents produced is sent to their Town email account for proper retention. Materials prepared for Town Council meetings, hearings, minutes, and workshop will already be managed by the custodian of public

EXHIBIT “A”

records and do not need to be retained by the Council member. If there are any questions on retention of a particular document, consult with the custodian of public records and/or the Town Attorney before destroying.

4. Training Materials and First Meeting

Training Materials:

The Town Clerk will provide each new member of the Town Council with copies of:

- Town Charter.
- Comprehensive Plan.
- Land Development Code.
- Code of Ordinances.
- Florida Code of Ethics.
- Florida Sunshine and Public Records Laws.
- Emergency Operations Plan.
- Town Council Policies and Procedures Manual.
- Local Planning Agency Policies and Procedures Manual.
- Town Personnel Manual.
- Town Purchasing and Procurement Manual.
- Other materials as determined by the Town Attorney, Town Manager and Town Council members.

As part of a Council member’s orientation, they will be provided a tour of the Town facilities with introductions with all staff members. ~~Pursuant to state law, all Council members must complete 4 hours of ethics training each calendar year, which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of the State of Florida.~~

Training Recommendations:

- Successful completion of all courses required by the National Incident Management System (NIMS).
- Florida League of Cities, Inc., Institute of Elected Municipal Officials (IEMO) Basic Course.
- Making Good Planning Decisions.
- Hands-on Emergency Operations Training.
- Other courses as determined by the Town Attorney, Town Manager and Town Council members.

EXHIBIT “A”

Election of Officers:

At the first meeting after the second Tuesday in November, the Council’s Mayor and Vice Mayor will be chosen. Each Council member may nominate a person for each of these positions. A second is not required. The voting procedure will be agreed upon in advance.

Outside Committee Representation:

Charlotte Harbor National Estuary Program – www.chnep.org

Meetings: The Policy Committee meets the third Monday every other month at 9:30 am*.
Mission: The CHNEP is a partnership that protects the estuaries and watersheds from Venice to Bonita Springs to Winter Haven. This partnership gives citizens, elected officials, resource managers, and commercial and recreational resource users in the 4,700-square mile study area a voice to address diverse resource management concerns including fish and wildlife habitat loss, water quality and water flow. The watershed in the study area includes all or parts of Lee, Charlotte, Sarasota, Manatee, Polk, Hardee and DeSoto counties.

Coastal Advisory Committee – <https://www.leegov.com/naturalresources/marine/beachmgmnt/CAC>

Meetings: Last Monday of each month at 9:30 am.*
Mission: The Council’s charge is to advise the Board of County Commissioners, staff and the various related advisory boards when proceeding with a project affecting beach and shoreline preservation regarding the proper methods in helping to conserve the Beaches of Lee County.

Horizon Council – <https://www.leecountybusiness.com/horizon-council/>

Meetings: First Friday of each month*
Mission: The Horizon Council is the advisory board to the county commission on economic development issues. This unique public-private partnership is made up of 62 members from government, education, business, and community organizations. Established in 1991, the mission of the Horizon Council is to:

- Work toward improving the business environment in Lee County; and
- Retain and encourage the expansion of existing businesses; and
- Attract new and diversified employment to the area

Human Services Council – <https://www.leegov.com/dhs>

Meetings: Third Tuesday of each month*
Mission: The Council will ensure the efficient delivery of community health and human services through:

- Communication
- Coordination
- Strategic Planning
- Innovation
- Integration and collaboration
- Measurable Outcomes

EXHIBIT “A”

Metropolitan Planning Organization – <https://leempo.com/>

Meetings: Third Friday of each month at 9 am*

Mission: The MPO is responsible for conducting a continuing, cooperative, and comprehensive transportation planning process for all of Lee County. It must plan for the movement of both people and goods within the county by all modes of travel – including highways, public transportation, bicycles, and foot. It also plans for the connections (such as airports, seaports, or bus, railroad, and pipeline terminals) linking these modes or tying us to the rest of the world.

The MPO sets priorities among surface transportation improvement projects within Lee County for state or federal funding. To be eligible for federal funds, federal law requires that the MPO endorse a transportation improvement program identifying the projects to be done over the next few years.

Southwest Florida Regional Planning Council – www.swfrpc.org

Meetings: Third Thursday of each month at 9 am*

Mission: The Southwest Florida Regional Planning Council is a locally formed regional planning agency serving six counties: Charlotte, Collier, Glades, Hendry, Lee, and Sarasota. Its mission is to protect and improve the region’s physical, economic, and social environment. The agency is directed by a thirty-four-member Council composed of local elected officials and gubernatorial appointees. The activities of the Southwest Florida RPC can be classified into three major areas: long range planning, tactical planning, and transportation planning.

Estero Bay Agency on Bay Management – <https://www.esterobayabm.org/contact>

Meetings: Second Monday of each month at 9:30 am*

Mission: Its directive is to make comments and recommendations regarding the management of Estero Bay and its watershed. The ABM collects and maintains data and it reviews and comments to regulatory agencies on issues affecting the watershed

*Meeting times are subject to change.

5. Town Advisory Committees, Boards and Agencies Standing Advisory Committees

Council Selection of Advisory Board, Agency, and Committee Members:

Residency: ~~Except as required by Town Charter, Town Ordinance or Florida statute, residency on Fort Myers Beach will not be a requirement for nomination or election to a committee, commission, or board of the Town.~~ As provided by Sec 2-94 of the Town Code, committee members shall be a registered voter or a property owner in the Town’s jurisdiction.

Advertising: All advisory committees are listed on the Town website. Information included will be the committee mission, current projects, when the committee meets and current members on the committee and whether submission of an annual Form 1 (Financial Disclosure) is required by the Florida Commission on Ethics.

EXHIBIT “A”

Openings: In the event of an opening for an advisory board or committee, Town staff will list the opening on the website with a date when applications must be submitted to the Town Clerk for consideration by Town Council. Whenever possible, committee selection will be scheduled 30 days after proper notification. Advertising in local newspapers can be considered if approved by the Town Manager. Committee candidates will be encouraged to appear for interviews during the selection process.

Preliminary matters: The Council should decide how to go about voting prior to any voting taking place and decide the number of members on a committee ahead of time.

Voting:

1. Each Council member makes selections, marking no more than the total number of seats available (or writes the names down), and initials his ballot.
2. Those receiving the most votes are selected to seats available.
3. If there is a tie for any number of seats still left open, there will be a runoff consisting only of the persons who are tied.

Examples of voting procedure:

First Ballot:

Seats available – 9

Candidates – 15

Votes on First Ballot: Results of First Ballot

3 get 5 votes apiece 3 are elected

3 get 4 votes apiece 3 are elected

4 get 3 votes apiece 4 go on a second ballot

3 get 2 votes apiece 3 are eliminated

2 get 0 votes apiece 2 are eliminated

There would be a second ballot containing only the names of the four candidates who got three votes. Council would vote for three candidates. This process would be repeated in case of a tie until all seats are filled. A variation on this method of voting is that after the first ballot, if there is a tie which prevents all the seats from being filled, the runoff would consist of all the un-selected candidates, not just the ones involved in the tie.

4. The ballots are given to the Town Clerk, who conducts the tallying and announces the results.
5. Once all selections are made, Council adopts a motion containing the new members' names.

EXHIBIT “A”

Effective Date of Appointment and Follow Up:

Newly appointed advisory board, agency and committee members who are required to file a Financial Disclosure Statement, will be notified of the disclosure requirements no later than the date of appointment. The Town Manager or designee is responsible for such notification. These appointments should be made effective as of some future date, so that there is sufficient time to provide the required notification. For convenience, the notice could be accompanied by a copy of the required disclosure forms, which are available on-line from the Florida Commission on Ethics (<http://www.ethics.state.fl.us/>)

Ad Hoc Committees:

Town Council has the authority to form ad hoc committees requesting participation by volunteers. Ad hoc Committees can be used at Town Council’s discretion to address specialized and or short-term Town issues.

The mission, specific objectives, expected products, membership and timelines of an ad hoc committee should be clearly stated and agreed to by Town Council. One Town Council member will be an ex-officio member of each ad hoc committee. Where possible, an attempt will be made to have a balanced committee membership. Minutes or verbal reports will keep Town Council informed on a regular basis. A final report will document findings and recommendations and will be presented at a Town Council meeting or workshop.

Ad hoc committees are subject to the public records laws, sunshine laws, quorum, and statutory ethical requirements. It is the Town’s responsibility to ensure that each committee member is educated on these issues.

Outline of Committee Orientation Material:

- Meeting Requirements
 - Notice
 - Location Requirements, such as ADA compliance
 - Agendas
 - Quorum
- Sunshine Requirements
- Public Records Requirements
- Statutory Ethical Requirements

EXHIBIT “A”

6. Meeting Preparation and Planning

Meeting Schedule:

Regular meetings of Town Council may be found on the website calendar. Management and Planning meetings (M&Ps) are work sessions and are scheduled to discuss financial and other issues before the Town. The need for workshops special meetings, continuances, or rescheduled meetings will be determined by consensus of the Town Council members or the Town Manager and Town Attorney.

Source of Items:

Items for Town Council agendas are generated by requests and/or legislation (ordinances or resolutions) from members of Town Council prepared by the Town Attorney, requests and actions from the Local Planning Agency, continuations from previous council meetings, in addition to anything Council members, the Town Manager or Town Attorney may wish to have included. Some of these inquiries are routine and can be handled by staff because Town Council policy and procedures have been previously approved which apply.

When an item arises that requires Town Council action either to make a decision or to direct staff or the Town Attorney how to proceed it will appear on the agenda identified as a Council member's request or as an item under the Town Manager's section of the agenda which is the “catch all” for miscellaneous items, or Town Attorney's section, as appropriate. For an item to appear on an agenda, at least two Council members must agree and shall direct the Town Manager to do so, provided time schedules allow. (Note the agenda preparation timetable below).

Whenever possible, any material written and distributed by Council members as part of the agenda should be included in Council members' packets – allowing ample time for review. This preserves the integrity of the seated Council, conforms to the Florida Public Records law, and lessens the opportunity for misunderstandings and miscommunication. No significant Town staff or Town Attorney time will be spent on an agenda item requested by an individual Council member without advance approval by a majority of the Council. Written requests to be placed on a Council agenda from the public should be submitted directly to the Town Manager. Agenda Management for future meetings is reviewed at each Management & Planning Session.

Timetable and Preparation Process:

A draft agenda will be sent to Town Council for review and comment within 24 hours. The Town Council chair may modify the order of the agenda subject to the approval of the Town Council. Absent an emergency or pressing need, by close of business on the Wednesday prior to the next regular Council meeting, a packet including the finalized agenda and supporting material will be placed in the Council members' mailboxes and placed on the Town website.

The Council members' packets include complete documentation for agenda items (actions required, implications, backup information, memos, ordinances, resolutions, etc.). A sincere effort is made to see that Council packets are complete; if something is not available, a written

EXHIBIT “A”

explanation will be provided. Generally, items requiring documentation (recommendations, memos, ordinances, resolutions, etc.) will not be included on an agenda until the documentation is complete.

The agenda is posted at Town Hall and on the Town website. Meetings may be announced in local newspapers. Hearing notices will be advertised as required by law and may be provided as a service to local newspapers. Occasionally an item comes up late and may be placed on an amended agenda, or as an “add on” (added too late to be included on the published agenda). Such additions should be an exception and require a majority vote prior to the approval of the final agenda at the beginning of the meeting.

Continued Hearings and Legislative Issues:

It is the goal of the Town Council to complete a hearing during the scheduled meeting. If additional time is required and the hearing must be continued to a later date, any Town Council member who missed the initial hearing should attempt to review the DVD prior to participating in the continued hearing or legislative discussion and resolution. If the applicant submits new information or modification(s) to previously submitted information at the hearing, or immediately prior to the hearing, the Town Council shall consult with the Town Manager and the Town Attorney to determine if a continuance of the hearing is appropriate and proceed accordingly. Nothing contained in this section shall be construed to limit the Director’s discretion to defer or continue the public hearing as set forth in LDC Section 34-213(3).

Attendance Policy:

The Charter states “A member of Council may forfeit the office, if the member: (d) Misses three consecutive regularly scheduled council meetings without an excused absence.” This statement recognizes that because of the significant meeting preparation required by staff, applicants, and other supporting personnel, it is important that a quorum of the Town Council members be present for all noticed meetings. The Town Manager should be notified of a planned Council member’s absence as soon as known. The Town Manager or designee will notify the Town Attorney and Mayor. It is important that the Town Council know that it will have a quorum of its members prior to notification of a meeting/hearing. Work session attendance is equally important since that is often when information is shared, and issues resolved before putting the item on an agenda of a regular meeting for a vote.

Participation by Videoconference:

A Council member may participate in a Town Council meeting via videoconference if one of the following conditions is met:

1. Permission is granted from the Council for an “extraordinary circumstance”, including but not limited to a medical situation, unexpected travel delay, transportation issue, etc. or.
2. An emergency order or executive order authorizes the use of communications media technology, as provided in s. 120.54(5)(b)2, F.S.

EXHIBIT “A”

A quorum of Town Council members must be met without the missing Council member(s) in attendance unless this requirement is suspended by emergency order or executive order.

7. Meeting Procedures

Generally, the Order of Agenda Items:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Approval of Final Agenda
5. Public Comment (Any issue can be discussed, but if an agenda item is addressed, the speaker cannot comment at the time such agenda item comes up. For testimony to be considered for a public hearing, it must be made during the hearing).
6. Local Achievements and Recognitions
7. Advisory Committee Items / Reports / Appointments
8. Approval of Minutes
9. Consent Agenda
10. Items Removed from Consent Agenda
11. Public Hearings of proposed ordinances (At conclusion of hearing, requires motion and roll call vote)
12. Administrative Agenda
 - a. Introduction of proposed ordinances (Requires a motion and a majority vote for scheduling the hearing).
 - b. Resolutions (Requires a motion and vote for passage)
 - c. Unfinished business (Items from previous agendas scheduled by Town Manager – should be listed separately on the agenda)
13. Final Public Comment (not limited to agenda items)
14. Town Manager’s Items and Reports
15. Town Attorney’s Items and Reports
11. Council Members Items and Reports
17. Adjournment (Requires a motion and vote – no second is required. It is a privileged motion allowing no discussion before vote)

Conduct of Council Meetings:

- The Mayor will conduct Council meetings, and in the Mayor’s absence the Vice Mayor will do so.
- The Town Clerk shall deliver a nondenominational invocation.
- Robert’s Rules of Order shall be the reference for parliamentary procedure governing the conduct of Town Council meetings when not in conflict with the Town Charter, Town Ordinances, Florida Statutes or these Policies and Procedures. It is not intended that

EXHIBIT “A”

Council meetings be unnecessarily formalistic, but rather that parliamentary procedure will be invoked only when necessary to facilitate the business of the meeting.

- All participants and audiences at Town Council meetings are expected to exhibit common courtesy and proper decorum. No personal attacks will be tolerated. The Chair may request that someone who is being disruptive be removed from chambers after providing the individual with notice that the continuation of the disruption will result in removal.
- Individuals wishing to speak during the Public Comment times are requested to (1) fill out an index card (available in the meeting room) indicating their name and the topic they will address and (2) give that card to the Clerk prior to the start of the meeting. When recognized by the Chair, the speakers will advance to the podium and state their name for the public record.
- Public Comments will generally be limited to three minutes per speaker. The Chair may modify the three-minute limit with approval by vote of the Council. The Public Comment times are intended as opportunities for interested parties to present their viewpoints to the Council members. They are not intended as question-and-answer sessions or as dialog with the Council. Response to questions and/or clarifications requested during public comment may, with the approval of Town Council, be answered immediately if there is a straight-forward, short answer, directed to the appropriate person for response at a later time or placed on an agenda for a future Council meeting.
- After a proper motion and second, discussion by the Council members shall be limited to agenda items with expression of ideas, facts, and conclusions. No member will speak twice on the item until all others who want to speak have spoken.
- The discussion by Council members is intended as an opportunity for Council members to share their viewpoints with each other. Since this opportunity does not exist outside of Council meetings under the Florida Sunshine Law, this is the primary purpose of this time and it generally should not be used to obtain information from the Town Manager or Town Attorney, which could be obtained outside of the Council meeting. While there is no time limit or censorship on comments, Council members should take into consideration the total time available in the meeting for the published agenda and the time allocated for the specific item in the agenda.

Any Council member may present resolutions related to celebrations or in support of causes for the benefit of the Town, which must be previously reviewed for form and sufficiency by the Town Attorney and subject to a vote by the Town Council.

Rules of Civility:

The Town of Fort Myers Beach Town Council recognizes that public discourse is essential to the democratic system of government. It also embraces civility in public deliberations. Rules for Council discussion and public participation while conducting meetings and workshops are as follows:

1. Speakers are permitted to deliver his or her comments without interruption, absent inappropriate language, conduct or personal attacks.
2. Speakers and debates should focus on issues, not on persons or personalities.
3. Persons are encouraged to participate in the governmental process.

EXHIBIT “A”

4. To allow time to hear all points of view, speakers are allotted 3 minutes.
5. Sidebar discussions while others are speaking are discouraged in Council Chambers. These discussions are to be removed from the chambers so as not to be disruptive to those conducting and following Council business.
6. Only the speaker recognized by the Chairperson has the floor. Speakers should identify themselves for the record. Speakers should utilize the microphone so that their comments can be recorded.
7. We seek to understand one another's points of view.
8. Anger, rudeness, ridicule, impatience, and lack of respect for others are not acceptable behavior. Demonstrations in support or opposition to a speaker or idea such as clapping, cheering, booing, or hissing or intimidating body language are not permitted in Council Chambers or workshop facilities.
9. We should all take initiative to make things better. Our goal is to foster an environment which encourages a fair discussion and exchange of ideas without fear of personal attacks.
10. No use of profanity will be tolerated.
11. Any email or other digital or internet platform used to communicate with the Town Council, individual members of the Town Council, Town Manager, Town Attorney, or Town staff that contain personal attacks, offensive language or slurs; that are belligerent, sarcastic, accusatory or unsigned shall be deemed by the Town Council as non-compliant with these “Rules of Civility.” Such communications place absolutely no obligation upon Town Council Members, the Town Manager, the Town Attorney or Town staff to respond.

Minutes:

Notes will be taken of all meetings and work sessions. The notes are then transcribed into summary minutes that become the written record of subjects discussed, conclusions reached, actions taken, and assignments given. The minutes include the names of all those participating in the meeting including Council members, staff, the Town Attorney, applicants, their attorneys and witnesses, and people who offer public comments. The minutes also serve as a record of motions and votes on all Council decisions.

Once completed, the minutes are provided to Council members for approval at their next meeting. The approval of the minutes is intended for Council members to accurately document the proceedings of the Town Council. Before moving approval, the minutes should be amended, if necessary, to portray more accurately what occurred at a Council meeting. This time is not intended for comment or discussion on what should have or should not have been done, but rather to document what was done. Once approved by Council, the original is filed in a secure file and a copy is placed on the Town's web page.

EXHIBIT “A”

Video and/or audio recordings when made are available at the request of the public or anyone who wishes to listen to the meeting or a portion of the meeting. The original video and audio recordings are stored in a secured area for safekeeping. Any request for production of a verbatim transcript, in whole or in part, of any meeting, workshop or other function of the Town Council or any Town committee thereof by a member of the public shall be paid for by the member of the public. Any need for a verbatim transcript requested by Town staff shall require prior consent of payment by the Town Council, except when such requests are required by a court of competent jurisdiction or quasi-judicial officer in the proper exercise of its powers. Video and audio recordings are only the legal record in the absence of approved minutes.

Council Members Items and Reports:

Items and Reports time is set aside for Council Members to report on activities of interest to fellow members, staff, and the public. Council Members are encouraged to send as much information as possible prior to the meeting. Unless an issue is time sensitive, the item will be placed on a future agenda if a vote is required.

Agenda Management:

The Town Manager is responsible for compiling and distributing a schedule of future meetings and work sessions.

Action List:

The Town Manager is responsible for compiling and distributing a list of action items that includes a short status and expected date of completion.

How Voting Order is Established for Roll Call Votes:

The voting order for calling the roll-on Town Council votes shall be conducted at the direction of the Town Clerk. Votes on ordinances require a roll call vote; any Council member may call for a roll call vote on any motion before the Council.

Voting Conflicts:

Florida Statute has very specific rules regarding voting conflicts. If a Town Council member has a voting conflict, he/she must publicly disclose that conflict at the latest at the beginning of the discussion of the subject at the meeting. A Town Council member is permitted to participate in the discussion but cannot vote on the subject. The specific rules are set out in s. 112.3143(3)(a), F.S. as amended, quoted below:

“(3)(a) No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or

EXHIBIT “A”

business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer’s interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.”

NOTE: s. 112.3143(b) F.S. defines “relative” as follows: “any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. Also, Section 112.3143(4) prohibits participation by an appointed (as opposed to an elected) official in the event of a voting conflict of interest.

Guidelines for Legislative Hearing Procedures:

1. The Chair opens the hearing.
2. Staff presents Affidavit of Publication or copy of the legal advertisement from the newspaper of record when applicable and a copy of the business impact estimate when applicable, which shall be maintained by Town staff with the hearing’s resulting ordinance or resolution as required.
3. The Chair or Town Attorney reads the ordinance or resolution title.
4. Staff and/or the Town Attorney present(s) a brief overview of the ordinance or resolution.
5. Public input is taken.
6. Public input is closed.
7. Town Council members ask questions, if any, of staff/Town Attorney
8. Town Council members discuss ordinance or resolution, including changes, deletions, etc.
9. A motion is made and seconded to either approve the ordinance or resolution as is, or with modifications, or to take some other action.
10. The motion is discussed and voted upon, with roll call voting as appropriate. Upon consideration and passage of all appropriate motions, the Chair declares the hearing on the ordinance or resolution to be concluded, continued, tabled, or other action in conformity with the motion.
11. If an ordinance is approved, the Town Council shall schedule a second reading of the ordinance for adoption.

Notes: There is no ex parte disclosure for legislative hearings.
Members of the public are not sworn in.

The above is intended as a guide and the Council may conduct the legislative hearing utilizing another procedure, so long as due process requirements are met.

EXHIBIT “A”

Guidelines for Quasi-Judicial Land Use Hearing:

1. The Chair opens the hearing.
2. Staff present an Affidavit of Publication or copy of the legal advertisement from the newspaper of record when applicable, which shall be kept by Town staff with the hearing’s resulting resolution or Order.
3. The Chair asks if any Council member has a conflict of interest or has had an ex parte communication regarding this matter. This includes any site visit, receipt of expert opinion, conducting of investigations, discussions with any person, or any direct or indirect communication in any form with any person outside a public hearing and not on the record. See section 34-52 of the Land Development Code.
4. All witnesses are sworn in. This includes Town staff, applicant and applicant’s representatives, and anyone who wishes to make public sworn testimony on this case. All persons are requested to state their name for the record when they address the Council and if presenting testimony as an expert, shall state their qualifications and area of expertise. Town Council shall vote to accept or reject the testimony as expert testimony. No statement of qualifications or additional vote is needed if the individual has been previously accepted as an expert in a particular area and this is stated in the record.
5. The applicant presents its case, including any testimony by its experts or others in support of the applicant’s request. Town Council may ask clarification questions of the applicant and others giving testimony in support of the applicant’s request. *
6. Town staff presents its report and recommendation. Town Council may ask for clarification or questions of staff. *
7. Local Planning Agency representative, if available, presents LPA recommendation. Town Council may ask clarification questions of the LPA representative.
8. Public sworn testimony is opened. At its conclusion, the Chair closes the public sworn testimony portion of the hearing.
9. Applicant presents rebuttal, if any. Town Council may ask detailed informational questions of applicant. **
10. Staff presents rebuttal, if any. Town Council may ask detailed informational questions of staff. **
11. The testimony portion of the hearing is closed, and Council discussion starts.
12. Council votes on a resolution or Order, or takes other action if approval by ordinance is required.
13. Thereafter the hearing is closed or continued, or other action is taken in conformity with the successful motion, and the time of closure is verbally noted for the record.

*Council has determined that these Council questions are to clarify the applicant’s and staff’s presentations of information and are intended to be short Qs and As.

**Council has determined that these Council questions are to discuss detailed, substantive matters involving the application.

EXHIBIT “A”

NOTE: The above is intended as a guide and the Council may conduct the quasi-judicial hearing utilizing another procedure, so long as due process requirements are met.

If new evidence is submitted prior to or at a Town Council hearing for a quasi-judicial matter after the final LPA hearing, Town Council can choose to:

1. Send the matter back to the LPA for review and recommendation.
2. To continue the hearing to provide sufficient time for the staff and Town Attorney to make recommendations; or
3. To complete the hearing if agreeable to the staff and Town Attorney.

8. Reimbursement Procedures

Travel Expenses:

It is the desire of the Town of Fort Myers Beach that Town Council members be reimbursed for certain expenses incurred while traveling on Town business. Appropriate allowances, forms and procedures are documented in the Town Personnel Manual.

Business Expenses:

From time to time, it may be necessary for members of Town Council to entertain various Federal, State and County officials while transacting official Town business. Such business expenses would normally include lunches and/or dinners. A Direct Expense Voucher may be submitted for reimbursement and must be signed by the person requesting reimbursement, and the Town Manager. Invoices must be attached as supporting documentary evidence.

Educational Reimbursement:

The Educational Reimbursement Program is used to encourage Town Council members to improve their knowledge and skills needed for the Town’s effectiveness. Reimbursement conditions, forms and procedures are documented in the Town Personnel Manual.

9. Council Communications Policy and Processing Procedures

Council Communications Policy:

Any communication by individual Council members to the media, other governmental agencies, or in public forums should, as clearly as possible, distinguish between personal opinions and actions or direction taken by Town Council. This policy in no way means to censor viewpoints or restrict individual rights but is solely suggested to preserve the integrity of the Council, staff, and the Town.

EXHIBIT “A”

Mail Processing Procedures:

Mail for the Town should be addressed to the current address. All mail is opened stamped and distributed (it is all public record). Council mail is given to the Administrative Assistant to log and process. Any Council mail that needs a prompt or detailed answer is pulled, copied, and a draft response is prepared for review, usually by the Mayor. The original is distributed, along with other mail, with a note stating a draft response is being prepared. When the response is finalized, it is copied and distributed to all Council members for reading at their leisure.

Communications with Potential Applicants for Zoning and Communications with Vendors or Service Providers:

Section 34-52 of the LDC specifies regulations regarding communications with public officials in non-quasi-judicial matters and ex parte communications with public officials in quasi-judicial matters.

10. Non-Discrimination and Harassment

Policies:

These policies are documented in the Town Personnel Manual

EXHIBIT “A”

11. Interview/Selection Process for Legal Services

The Town Council shall competitively procure Legal Services (Town Attorney) candidates in accordance with the Town’s adopted procurement policies and procedures. The following applicant form, and ranking sheet shall be used in the selection of Legal Services candidates. The Town Council may direct the Town Manager or designee to review the proposals submitted by the applicants for Legal Services and provide the Town Council with a list of five (5) candidates, with two (alternates) for interviews as provided for herein. If there are less than five (5) qualified candidates (i.e., meet the criteria in the RFP/RFQ) all candidates shall be interviewed.

INTERVIEW PROCESS FOR LEGAL SERVICES

Individual 30-minute blocks for private interviews by each Councilor with each applicant.

RFP#: _____. Interview date: _____

	9:00-9:30 (Public Gathering)	9:30 – 10:00	10:00- 10:30	10:30- 11:00	11:00- 11:30	11:30- 12:00	12:00- 1:00
Councilor 1		Applicant 1	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Lunch
Councilor 2		Applicant 2	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Lunch
Councilor 3		Applicant 3	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Lunch
Councilor 4		Applicant 4	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Lunch
Councilor 5		Applicant 5	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Lunch

Applicant 1: _____

Applicant 2: _____

Applicant 3: _____

Applicant 4: _____

Applicant 5: _____

NOTE: Chart for town councilor and applicant names shall be in alphabetical order for impartiality.

AFTERNOON SCHEDULE: Each applicant has 15-minute question and answer session in town hall chambers with all five Town Councilors present (5-minute transition between applicants in schedule). Applicants will address Council in alphabetical order.

TIME	Applicant Name
1:00 – 1:15	Applicant 1
1:20 – 1:35	Applicant 2
1:40 – 1:55	Applicant 3
2:00 – 2:15	Applicant 4
2:20 – 2:35	Applicant 5

EXHIBIT “A”

2:40 – 3:00	Break
3:00	Town Councilors have open discussion. Each Councilmember uses RANKING SHEET to list order of selection, with 1 being the top choice. The Town Clerk will tally the votes and announce each applicant’s combined ranking score with the lowest score being the candidate selected. In case of a tie, Town Council will have a head-to-head discussion of only the tied candidates and use another RANKING SHEET to list their order for only the tied candidates. Ranking scores are tallied and announced by Town Clerk. Contract negotiator from Town Council is selected. Transition period of legal services, if necessary, is discussed including assignment of representation for ongoing municipal litigation cases.
FIRST AVAILABLE COUNCIL MEETING AFTER INTERVIEW PROCESS	When contract negotiations are complete, contract is presented to Town Council for approval. Transition period, if necessary, is approved.
IF SELECTED APPLICANT DOES NOT COME TO AGREEMENT WITH TOWN ON CONTRACT	Town Council shall vote to negotiate with second ranked candidate or resolicit for applications and repeat interview process if necessary. Town Council shall vote at the first Town Council meeting following opening of applications to rank the applicants using the RANKING SHEET.

EXHIBIT “A”

TOWN COUNCIL RANKING SHEET FOR LEGAL SERVICES

RFP# _____

DATE: _____

Councilor Name:

Councilor Signature:

Ranking (#1 is top choice)

1. _____
2. _____
3. _____
4. _____
5. _____

EXHIBIT “A”

12. Interview/Selection Process for Town Manager

The Town Council shall competitively procure Town Manager candidates in accordance with the Town’s adopted procurement policies and procedures. The following applicant form, and ranking sheet shall be used in the selection of Manager candidates. The Town Council may direct the acting current Town Manager or designee to review the proposals submitted by the applicants for Town Manger Services and provide the Town Council with a list of five (5) candidates, with two (alternates) for interviews as provided for herein. If there are less than five (5) qualified candidates (i.e., meet the criteria in the RFP/RFQ) all candidates shall be interviewed.

INTERVIEW PROCESS FOR TOWN MANAGER

Councilors rank top 5 candidates from applications. Top 5 overall are invited and scheduled for individual 30-minute blocks for private interviews by each Councilor with each applicant.

RFP# _____ Interview date: _____

	9:00-9:30 Public Gathering	9:30 – 10:00	10:00- 10:30	10:30- 11:00	11:00- 11:30	11:30- 12:00	12:00- 1:00
Councilor 1		Applicant 1	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Lunch
Councilor 2		Applicant 2	Applicant 3	Applicant 4	Applicant 5	Applicant 1	Lunch
Councilor 3		Applicant 3	Applicant 4	Applicant 5	Applicant 1	Applicant 2	Lunch
Councilor 4		Applicant 4	Applicant 5	Applicant 1	Applicant 2	Applicant 3	Lunch
Councilor 5		Applicant 5	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Lunch

Applicant

1: _____

Applicant

2: _____

Applicant

3: _____

Applicant

4: _____

Applicant

5: _____

NOTE: Chart for town councilor and applicant names shall be in alphabetical order for impartiality.

AFTERNOON SCHEDULE: Each applicant has 15-minute question and answer session in town hall chambers with all five Town Councilors present (5-minute transition between applicants in schedule). Applicants will address Council in alphabetical order.

EXHIBIT “A”

TIME	Applicant Name
1:00 – 1:15	Applicant 1
1:20 – 1:35	Applicant 2
1:40 – 1:55	Applicant 3
2:00 – 2:15	Applicant 4
2:20 – 2:35	Applicant 5
2:40 – 3:00	Break
3:00	Town Councilors have open discussion. Each Councilmember uses RANKING SHEET to list order of selection, with 1 being the top choice. The Town Clerk will tally the votes and announce each applicant’s combined ranking score with the lowest score being the candidate selected. In case of a tie, Town Council will have a head-to-head discussion of only the tied candidates and use another RANKING SHEET to list their order for only the tied candidates. Ranking scores are tallied and announced by Town Clerk. Contract negotiator from Town Council is selected. Transition period, if necessary, is discussed.
FIRST AVAILABLE COUNCIL MEETING AFTER INTERVIEW PROCESS	When contract negotiations are complete, contract is presented to Town Council for approval. Transition period, if necessary, is approved.
IF SELECTED APPLICANT DOES NOT COME TO AGREEMENT WITH TOWN ON CONTRACT	Town Council shall vote to negotiate with second ranked candidate or resolicit for applications and repeat interview process if necessary. Town Council shall vote at the first Town Council meeting following opening of applications to rank the applicants using the RANKING SHEET.

EXHIBIT “A”

TOWN COUNCIL RANKING SHEET FOR TOWN MANAGER

RFP# _____

DATE: _____

Councilor Name: _____

Councilor Signature: _____

Ranking (#1 is top choice)

1. _____
2. _____
3. _____
4. _____
5. _____

EXHIBIT “A”

13.Appointment to Vacant Council Seats

In the event of a vacancy on the Town Council pursuant to Sec. 4-06 of the Town Charter, the Town Council shall:

- 1.Declare and announce at a public meeting the reason the vacancy has been created;
- 2.Direct the Town Manager or designee to notify the public as soon as reasonable by the most appropriate means, including but not limited to posting on the Town’s website, a press release, social media, advertisement, that a vacancy on the Town Council has occurred with instructions on how to apply to serve as a Town Council member and notice that a Form 6 must be filed with the Florida Commission on Ethics pursuant to Florida law.
- 3.Thereafter the Town Council shall appoint an individual, who is qualified as provided in Section 4.01(c) of the Town Charter, to serve as a Town Council member prior to the expiration of the term of the vacant seat.

RESOLUTION NUMBER 24-178

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING RESOLUTION 23-182 TO AMEND SECTIONS 2 AND 5 OF THE TOWN'S POLICIES AND PROCEDURES MANUAL TO MAKE IT CONSISTENT WITH ELIGIBILITY REQUIREMENTS FOR MEMBERS OF THE TOWN'S AGENCIES, BOARDS, COMMITTEES AND COMMISSIONS AND TO UPDATE REFERENCE TO REQUIRED FINANCIAL DISCLOSURE FORMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

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

WHEREAS, on January 22, 2024, the Town Council amended its Policies and Procedures Manual by approval of Resolution 23-182; and

WHEREAS, on October 7, 2024, the Town Council adopted an emergency ordinance modifying the requirements for service on a Town board, agency, committee or commission so that appointments to vacant positions could be made at the October 7, 2024 meeting since several prior appointments expire on October 1, 2024; and

WHEREAS, on October 7, 2024, the Town Council also approved on first reading an ordinance consistent with the terms and conditions of the emergency ordinance to be read on second reading on October 21, 2024; and

WHEREAS, on June 10, 2024, a Federal Court granted a preliminary injunction that changed the form filing requirement for financial disclosures from Form 6 to Form 1 for mayors and city/village/town governing board members, which was effective immediately; and

WHEREAS, the Town Council desires to now amend and update Sections 2 and 5 of the Town's Council Policies and Procedures Manual, previously approved by Resolution 23-182, for consistency with the provisions of the emergency ordinance and to allow appointment of individuals to serve in vacant positions on the Town's Boards, Agencies, Committees, and Commissions; and

WHEREAS, adoption of this Resolution promotes public participation and is in the best interest of the Town and its residents.

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

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

Section 2. Revisions to sections 2 and 5 of the Town Council’s Policies and Procedures Manual, as amended in Exhibit “A,” are approved.

Section 3. This Resolution shall take effect immediately upon its adoption by the Town Council.

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

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

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____ 2024.

EXHIBIT “A”

2. Town Council Mission and Job Description

Mission:

To legislate and police the powers of the Town, including establishing boards, commissions and committees; to perform all duties and obligations imposed on the municipality by law; to insure by strategic planning and clear policies that the unique and natural characteristics of the island are preserved; to supervise the Town Manager and Town Attorney; to perform all actions for the welfare of the residents, owners, businesspersons, and guests of the Island in adherence to the Town Charter, State and Federal Law.

Functions, Powers and Duties:

- Review and interpret the Comprehensive Plan and conduct public hearings as needed to make changes.
- Review and interpret the Land Development Code and conduct public hearings as needed to make changes.
- Conduct hearings regarding land use matters.
- Introduce and approve Charter Amendments for adoption by referendum.
- Appoint a Town Manager.
- Appoint a Town Attorney.
- Introduce and enact ordinances.
- Introduce and adopt resolutions.
- Review and adopt the Operations and Capital Improvement budgets.
- Review and approve budget amendments.
- Create Special Assessment Districts as may be needed.
- Establish advisory committees as needed.
- Review and approve inter-local agreements.
- Review and approve contracts with the Town above the threshold limit allowed to Town Manager.
- Elect a Mayor and Vice Mayor.
- Perform any other duties that are lawfully defined by the Charter and Florida statutes.

Council Member Requirements:

- Electronically file a Statement of Financial Interests and Ethics Training (Form 6 1) on the Florida Commission on Ethics website every year.

- Complete and file Form 1 6F – Final Statement of Financial Interest, within 60 days of leaving office.
- Pursuant to state law, all Council members must complete 4 hours of ethics training each calendar year, which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of the State of Florida.

5. Town Advisory Committees, Boards and Agencies Standing Advisory Committees

Council Selection of Advisory Board, Agency, and Committee Members:

~~Residency: As provided by Sec 2-94 of the Town Code, committee members shall be a registered voter or a property owner in the Town's jurisdiction.~~

Advertising: All advisory committees are listed on the Town website. Information included will be the committee mission, current projects, when the committee meets and current members on the committee and whether submission of an annual Form 1 (Financial Disclosure) is required by the Florida Commission on Ethics.

Openings: In the event of an opening for an advisory board or committee, Town staff will list the opening on the website with a date when applications must be submitted to the Town Clerk for consideration by Town Council. Whenever possible, committee selection will be scheduled 30 days after proper notification. Advertising in local newspapers can be considered if approved by the Town Manager. Committee candidates will be encouraged to appear for interviews during the selection process.

Preliminary matters: The Council should decide how to go about voting prior to any voting taking place and decide the number of members on a committee ahead of time.

Voting:

1. Each Council member makes selections, marking no more than the total number of seats available (or writes the names down), and initials his ballot.
2. Those receiving the most votes are selected to seats available.
3. If there is a tie for any number of seats still left open, there will be a runoff consisting only of the persons who are tied.

Examples of voting procedure:

First Ballot:

Seats available – 9

Candidates – 15

Votes on First Ballot: Results of First Ballot

3 get 5 votes apiece 3 are elected

3 get 4 votes apiece 3 are elected

4 get 3 votes apiece 4 go on a second ballot
3 get 2 votes apiece 3 are eliminated
2 get 0 votes apiece 2 are eliminated

There would be a second ballot containing only the names of the four candidates who got three votes. Council would vote for three candidates. This process would be repeated in case of a tie until all seats are filled. A variation on this method of voting is that after the first ballot, if there is a tie which prevents all the seats from being filled, the runoff would consist of all the un-selected candidates, not just the ones involved in the tie.

4. The ballots are given to the Town Clerk, who conducts the tallying and announces the results.
5. Once all selections are made, Council adopts a motion containing the new members' names.

Effective Date of Appointment and Follow Up:

Newly appointed advisory board, agency and committee members who are required to file a Financial Disclosure Statement, will be notified of the disclosure requirements no later than the date of appointment. The Town Manager or designee is responsible for such notification. These appointments should be made effective as of some future date, so that there is sufficient time to provide the required notification. For convenience, the notice could be accompanied by a copy of the required disclosure forms, which are available on-line from the Florida Commission on Ethics (<http://www.ethics.state.fl.us/>)

Ad Hoc Committees:

Town Council has the authority to form ad hoc committees requesting participation by volunteers. Ad hoc Committees can be used at Town Council's discretion to address specialized and or short-term Town issues.

The mission, specific objectives, expected products, membership and timelines of an ad hoc committee should be clearly stated and agreed to by Town Council. One Town Council member will be an ex-officio member of each ad hoc committee. Where possible, an attempt will be made to have a balanced committee membership. Minutes or verbal reports will keep Town Council informed on a regular basis. A final report will document findings and recommendations and will be presented at a Town Council meeting or workshop.

Ad hoc committees are subject to the public records laws, sunshine laws, quorum, and statutory ethical requirements. It is the Town's responsibility to ensure that each committee member is educated on these issues.

Outline of Committee Orientation Material:

- Meeting Requirements
 - Notice
 - Location Requirements, such as ADA compliance

- Agendas
 - Quorum
- Sunshine Requirements
- Public Records Requirements
- Statutory Ethical Requirements

1. **Request:**

Meeting Date: October 21, 2024

First reading and Public Hearing on proposed Ordinance 24-31 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTIONS 4.02 "MAYOR," 4.03 "VICE MAYOR," 5.01 "ELECTIONS," AND 5.03 "TERMS OF OFFICE" OF FORT MYERS BEACH TOWN CHARTER, TO CODIFY CHANGES TO THE DATE OF TOWN ELECTIONS FROM MARCH TO NOVEMBER AND TO ESTABLISH FOUR (4) YEAR TERMS OF OFFICE FOR TOWN COUNCIL MEMBERS, AS APPROVED BY THE VOTERS AT THE MARCH 2020 MUNICIPAL ELECTION; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE. Open the public hearing and schedule for second reading and final adoption on Monday, October 28, 2024 at 9:00 AM

Why the action is necessary:

The passage of this ordinance is necessary to codify the proposed amendments to the Town Charter related to the date of general election of members of the Town Council from March to November and the term of office, as approved by a majority of voters during the March 2020 Fort Myers Beach municipal election.

What the action accomplishes:

The ordinance amends the Town Charter, changing the date of the general Town election from March to November, and establishing four (4) year terms of office for Town Council members, as approved by the voters during the March 2020 Town election.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

Nancy Stuparich, Town
Attorney

5. **Background:**

On August 5, 2019, the Town Council adopted Ordinance 19-08, to amend the Town's Charter so that the Town's regular election coincides with Federal and State election dates and establishing four (4) year terms of office for Town Council members, and directed the Town's Supervisor of Elections to place the proposed amendments on the ballot for approval by the electorate.

On March 17, 2020, a municipal election was held in the Town of Fort Myers Beach and the voters were presented with two proposed Charter amendments: to amend the Town election date from March to November, and to establish four-year terms of office for Town Council members. The proposed amendment to the Town Charter as it pertains to the election date was approved by a vote of 1,877 to 372, and the proposed amendment to the terms of office was approved by a vote of 1,348 to 891, as certified by the Lee County Supervisor of Elections to the Town on April 3, 2020.

Although the proposed Charter amendments were approved, the changes were never codified or incorporated into the Town Charter. Adoption of this Ordinance will ensure that the voter-approved changes are codified in the Town Charter.

Attachments:

1. Ord. 24-31, Charter Amendments (rev. 9-27-24 mr ns)
2. 2020 Municipal Election Certification
3. Ord. 24-31 - Business Impact Estimate (rev. 9-27-24 mr)

4. 19-08, Ordinance Amending Election Dates and TermsFINAL

Financial Impact:

None

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 9/20/2024
Approved - 9/28/2024
Approved - 9/29/2024
Final Approval - 9/30/2024

ORDINANCE NO. 24-31

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTIONS 4.02 “MAYOR,” 4.03 “VICE MAYOR,” 5.01 “ELECTIONS,” AND 5.03 “TERMS OF OFFICE” OF FORT MYERS BEACH TOWN CHARTER, TO CODIFY CHANGES TO THE DATE OF TOWN ELECTIONS FROM MARCH TO NOVEMBER AND TO ESTABLISH FOUR (4) YEAR TERMS OF OFFICE FOR TOWN COUNCIL MEMBERS, AS APPROVED BY THE VOTERS AT THE MARCH 2020 MUNICIPAL ELECTION; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER’S 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, on August 5, 2019, the Town Council adopted Ordinance 19-08, to amend the Town’s Charter so that the Town’s regular election coincides with Federal and State election dates and to establish four (4) year terms of office for Town Council members, and also directed the Supervisor of Elections to place the proposed amendments on the ballot for consideration by the electorate; and

WHEREAS, on March 17, 2020, a municipal election was held in the Town of Fort Myers Beach in conjunction with the presidential preference primary election; and

WHEREAS, the proposed amendment to the Town Charter as it pertains to the election date was approved by a vote of 1,877 to 372, and the proposed amendment to the terms of office was approved by a vote of 1,348 to 891, as certified by the Lee County Supervisor of Elections to the Town on April 3, 2020; and

WHEREAS, the Town desires to amend Sections 4.02, 4.03, 5.01, and 5.03 of the Town Charter as approved by the Town’s voters during the 2020 municipal election and as provided in Ordinance 2019-08; and

WHEREAS, on the 7th day of October, 2024, the Town Council held a first reading of Ordinance 24-31; and

WHEREAS, a Business Impact Estimate was prepared and posted on the Town’s website on the ____ day of _____, 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 _____ on the ____ day of _____, 2024, which is 10 days prior to the final reading of the proposed Ordinance as required by Section 166.041, Florida Statutes; and

WHEREAS, on the 21st day of October 2024, the Town Council held a second and final reading of Ordinance 24-31; and

WHEREAS, the Town Council determined that adoption of the Ordinance as provided herein is in the best interests of the health, safety, welfare, and morals of the Town's residents.

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

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

Section 2. Sections 4.02 "Mayor," 4.03 "Vice mayor," 5.01 "Elections," and 5.03 "Terms of office" of the Town of Fort Myers Beach Charter, as provided in Ordinance 19-08 and approved by the Town's voters during March 2020 municipal election, are hereby amended to read as follows:

Sec. 5.01. – Elections.

The regular election of the members of the council shall be held on the first ~~second~~ Tuesday after the first Monday in November ~~March, except in presidential preference primary years when it shall be held on the third Tuesday in March~~ or as otherwise provided by general law. The time period that candidates must qualify shall be from noon of the 50th day prior to the election to noon of the 46th day, or as adjusted by a holiday or leap year.

Sec. 5.03. – Terms of office.

The terms for all council seats, #1, #2, #3, #4, and #5, shall be for 3, 4 years, ~~except during the transition period,~~ seats #1 and #2 shall initially be for a term from ~~November, 2000 to March, 2004~~ March, 2019 to November, 2023, and seats #3, #4, & #5 shall be for a term from ~~November 2001 to March 2005~~ March, 2020 to November, 2024. No member of the council shall serve for more than two consecutive full terms. After 1 year out of office, a candidate may re-qualify for any vacant seat.

Sec. 4.02. – Mayor.

At the first meeting after the ~~second Tuesday in March~~ first Tuesday after the first Monday in November, the council, by majority vote, shall elect from its membership a mayor. The mayor shall serve as chairperson during meetings of the

council and shall serve as the head of municipal government for the purpose of execution of legal documents as required by ordinance. The mayor shall also serve as the ceremonial head of the town.

Sec. 4.03. – Vice mayor.

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

Section 3. That the Town Council intends that the provisions of this Ordinance be made a part of the Town of Fort Myers Beach Charter, 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 4. 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 5. If any section, subsection, sentence, clause, word, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 6. This Ordinance 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 were 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, Town 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.



TOMMY DOYLE, SUPERVISOR OF ELECTIONS

LEE COUNTY ELECTIONS

CONSTITUTIONAL COMPLEX
P.O. BOX 2545
FORT MYERS, FLORIDA 33902
(239) LEE-VOTE
(239) 533-8683
FAX: (239) 533-6310
www.lee.vote

April 1, 2020

Michelle Mayher, Town Clerk
Town of Fort Myers Beach
2525 Estero Blvd
Fort Myers Beach, FL 33931

Dear Michelle Maher:

Enclosed, please find the Certification for the Municipal Election of the Town of Fort Myers Beach. This concludes the election of March 17, 2020.

Sincerely,

Tammy Lipa
Administration Support Specialist

APR 03 2020

Received by:



Certificate of Official Returns, March 17, 2020. Town of Fort Myers Beach Regular Election – Council Seats

****Official Results******CERTIFICATE OF COUNTY CANVASSING BOARD****LEE COUNTY**

MUNICIPAL ELECTION HELD IN CONJUNCTION WITH THE

PRESIDENTIAL PREFERENCE PRIMARY ELECTION

TOWN OF FORT MYERS BEACH REGULAR ELECTION

March 17, 2020State of Florida, County of Lee
Town of Fort Myers Beach

We, the undersigned, TARA P. PALUCK, County Judge, BRIAN HAMMAN, County Commissioner, and, TOMMY DOYLE, Supervisor of Elections, constituting the Board of County Canvassers in and for said Town, do hereby certify that we met on the Twenty-seventh day of March, A.D., 2020, and proceeded publicly to canvass the votes given for the office and persons herein specified at the **Town of Fort Myers Beach, Regular Election** held on the Seventeenth day of March, A.D., 2020, as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For the Town Fort Myers Beach, Town Council Seats (Vote for 3), the whole number of votes cast was

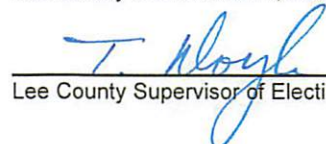
5930 of which:

Dan Allers (NON)	received	<u>1,272</u>	votes
Jim Atterholt (NON)	received	<u>1,443</u>	votes
Robert "Bob" Burandt (NON)	received	<u>395</u>	votes
Bruce Butcher (NON)	received	<u>893</u>	votes
Forrest "Butch" Critser (NON)	received	<u>501</u>	votes
David R. Drumm (NON)	received	<u>330</u>	votes
William "Bill" Veach (NON)	received	<u>1,096</u>	votes

Signed this Twenty-seventh day of March, A.D., 2020:


Lee County Judge, Tara P. Paluck


Lee County Commissioner, Brian Hamman


Lee County Supervisor of Elections, Tommy Doyle

APR 03 2020

Received by: _____

****Official Results****

CERTIFICATE OF COUNTY CANVASSING BOARD
LEE COUNTY
 MUNICIPAL ELECTION HELD IN CONJUNCTION WITH THE
 PRESIDENTIAL PREFERENCE PRIMARY ELECTION
 TOWN OF FORT MYERS BEACH REGULAR ELECTION
 March 17, 2020

State of Florida, County of Lee
 Town of Fort Myers Beach

We, the undersigned, TARA P. PALUCK, County Judge, BRIAN HAMMAN, County Commissioner, and, TOMMY DOYLE, Supervisor of Elections, constituting the Board of County Canvassers in and for said Town, do hereby certify that we met on the Twenty-seventh day of March, A.D., 2020, and proceeded publicly to canvass the votes given for the Proposed Amendments to the Charter of the Town of Fort Myers Beach at the **Town of Fort Myers Beach Regular Election** held on the Seventeenth day of March, A.D., 2020, as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

Charter Amendment One
Election Date

The Town Charter currently provides that the regular election of members of the Town Council shall be held on the second Tuesday in March. It is proposed that the Charter be amended to revise such provisions by moving the regular election of members of the Town Council to the first Tuesday after the first Monday in November, so as to coincide with federal and state election dates.

Shall the above-described Charter amendment be adopted?

Yes

1,877

votes

No

372

votes

Charter Amendment Two
Terms of Office

The Town Charter currently provides for 3 year terms with a maximum of 2 consecutive terms (total of 6 years) for each Councilmember. It is proposed that the Charter be amended to increase the term of office to 4 years with a maximum of 2 consecutive terms (total of 8 years) to ensure that regular Town Council elections coincide with federal and state election dates as set forth in proposed Charter amendment number one.

Shall the above-described Charter amendment be adopted?

Yes

1,348

votes

No

891

votes

Signed this Twenty-seventh day of March, A.D., 2020:



Lee County Judge, Tara P. Paluck



Lee County Commissioner, Brian Hamman



Lee County Supervisor of Elections, Tommy Doyle

APR 03 2020

Received by: _____



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 Fort Myers Beach 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, AMENDING SECTIONS 4.02 "MAYOR," 4.03 "VICE MAYOR," 5.01 "ELECTIONS," AND 5.03 "TERMS OF OFFICE" OF FORT MYERS BEACH TOWN CHARTER, TO UPDATE THE DATE OF TOWN ELECTIONS FROM MARCH TO NOVEMBER AND TO ESTABLISH FOUR (4) YEAR TERMS OF OFFICE FOR TOWN COUNCILMEMBERS, AS APPROVED BY THE VOTERS AT THE MARCH 2020 MUNICIPAL ELECTION; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND 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 Fort Myers Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Fort Myers Beach 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;

¹ See Section 166.041(4)(c), Florida Statutes.

- 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 Fort Myers Beach 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):

Ordinance 24-31 amends the Town Charter, changing the date of the Town election from March to November, and establishing four-year office terms for the members of the Town Council, as approved by the voters during the 2020 municipal election. Both changes were approved by the Town voters, but the changes were never codified or incorporated into the Town Charter. This Ordinance promotes public health, safety, morals, and welfare of the Town's residents by ensuring that the changes approved by the Town's voters are incorporated into and made a part of the Town Charter.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Fort Myers Beach, 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 Fort Myers Beach regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: Fort Myers Beach staff solicited comments from businesses in the Fort Myers Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on Fort Myers Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that 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].

Not applicable.

ORDINANCE NO. 19-08

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH CALLING AN ELECTION ON AMENDMENTS TO THE TOWN CHARTER TO BE HELD ON TUESDAY, MARCH 17, 2020; PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL A PROPOSED AMENDMENT TO THE TOWN CHARTER, SUCH CHARTER AMENDMENT CONCERNING THE DATE OF TOWN ELECTIONS AND TERMS OF OFFICE SO THAT THE TOWN'S REGULAR ELECTION COINCIDES WITH FEDERAL AND STATE ELECTION DATES AND ESTABLISHING FOUR (4) YEAR TERMS OF OFFICE FOR TOWN COUNCILMEMBERS; PROVIDING FOR REQUISITE BALLOT LANGUAGE; PROVIDING FOR PROCEDURE FOR BALLOTING; PROVIDING FOR NOTICE; PROVIDING FOR RELATED MATTERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CHARTER; AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 166.031, Florida Statutes, and following the Town of Fort Myers Beach Council's review the Town of Fort Myers Beach ("Town") has caused the final drafting and preparation of proposed amendments to the Town Charter for submission to the electors of the Town; and

WHEREAS, the Town Council desires to submit the proposed Charter amendments to the electors of the Town;

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

Section 1. The above recitals are true and correct and incorporated herein by this reference.

Section 2. An election is called for Tuesday, March 17, 2020, to present to the electors of the Town each of the ballot questions provided in Section 5 of this Ordinance.

Section 3. Balloting shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. at the regular polling places for Town elections or as otherwise provided by the Lee County Supervisor of Elections in accordance with applicable law. All qualified electors residing within the Town who are timely registered shall be entitled to vote. Early voting may be provided as authorized by law.

Section 4. That notice of the election shall be published in accordance with Section 100.342, *Florida Statutes*, in a newspaper of general circulation within the Town at least thirty (30) days prior to the election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the election, and shall be in substantially the following form:

NOTICE OF ELECTION

PUBLIC NOTICE IS GIVEN THAT PURSUANT TO AN ENABLING ORDINANCE DULY ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA (THE "TOWN"), AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN ON TUESDAY, MARCH 17, 2020, BETWEEN THE HOURS OF 7:00 AM AND 7:00 PM, AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSITION SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN.

There is one (1) proposed amendment to the Town Charter, which proposal is commonly referred to by the following ballot titles:

1. Election Date and Terms of Office

Polling place information, as well as the full text of the proposed Town Charter amendments and the enabling ordinance for this election are available at the Office of the Town Clerk, located at:

2525 Estero Boulevard, Fort Myers Beach, FL 33931
Contact: Michelle Mayher, Town Clerk

The Town Clerk may combine this Notice of Election with other Notices of Election for any other Charter amendments.

Section 5. The form of ballot for each of the proposed Charter amendments shall be as follows:

Section 5. The form of ballot for each of the proposed Charter amendments shall be as follows:

1. ELECTION DATE

The Town Charter currently provides that the regular election of members of the Town Council shall be held on the second Tuesday in March. It is proposed that the Charter be amended to revise such provisions by moving the regular election of members of the Town Council to the first Tuesday after the first Monday in November, so as to coincide with federal and state election dates.

Shall the above-described Charter amendment be adopted?

Yes ☐

No ☐

2. TERMS OF OFFICE.

The Town Charter currently provides that each term of office for Town Councilmembers is three (3) years, with a term limit of two (2) consecutive terms (e.g., a total of six (6) consecutive years in office). It is proposed that the Charter be amended to revise such provisions by increasing the term of office to four (4) years (a one (1) year increase), with a term limit of two (2) consecutive terms (e.g., a total of eight (8) consecutive years in office). Extending the term of office by one (1) year will ensure that all regular Town Council elections coincide with federal and state election dates as set forth in proposed Charter amendment number one above.

Shall the above-described Charter amendment be adopted?

Yes ☐

No ☐

The order of presentation of the above listed ballot items on the ballot may be revised pursuant to Section 8, below. The ballot questions and corresponding Notice of Election may be revised by Council Resolution.

Section 6. The Town Charter is further amended by adding those provisions indicated by underline and deleting those provisions indicated by strikethrough, to read as set forth in Exhibit “A”, a copy of which is attached and incorporated herein by this reference.

Section 7. That the County registration books shall remain open at the office of the Lee County Supervisor of Elections until the date which is provided by law as the date that the registration books shall close in accordance with the provisions of the general election laws.

Section 8. The Town Clerk, with any necessary assistance and services from the Lee County Supervisor of Elections, is authorized to take all appropriate actions necessary to carry into effect and accomplish the provisions of this Ordinance.

Section 9. That the election returns shall be canvassed by the Lee County Canvassing Board as required by law.

Section 10. Copies of this Ordinance are on file in the office of the Town Clerk located at 2525 Estero Boulevard, Fort Myers Beach, Florida 33931, and are available for public inspection during regular business hours.

Section 11. That if a majority of the qualified electors voting on the proposed Charter amendment vote for its adoption, it shall be considered adopted and effective upon certification of the election results. Further, to the extent the Town Attorney determines that certain of the Charter amendments provided by Section 5 above are not dependent upon voter approval under that portion of Section 166.021, *Florida Statutes*, which enables certain charter and special act

provisions which presently exist as they existed prior to the initiation of municipal Home Rule Powers in 1973 to be amended by ordinance without a requirement for referendum approval, those limited Charter amendments identified in writing by the Town Attorney shall be effective without regard to the vote of the electors and shall be included in the revised Charter.

Section 12. The Town Clerk shall file the revised Charter with the Florida Department of State.

Section 13. The Charter amendment, if adopted by the electors shall be applied prospectively only unless otherwise stated by the Charter text.

Section 14. That in the event that the provisions of this Ordinance conflict with any other Town Ordinance, the provisions of this Ordinance – if stricter - shall prevail to the extent of any such conflict.

Section 15. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 16. Subject to the requirements of Section 11 above, it is the intention of the Town Council and it is ordained that the provisions of this Ordinance shall become and made a part of the Charter of the Town of Fort Myers Beach; that the sections of this Charter may be renumbered or re-lettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

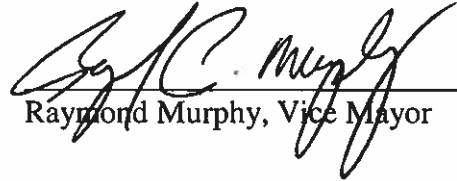
Section 17. That this Ordinance shall become effective immediately upon adoption.

The foregoing Ordinance was adopted by the Town Council upon a motion by Vice Mayor Murphy and seconded by Councilmember Butcher and upon being put to a roll call vote, the result was as follows:

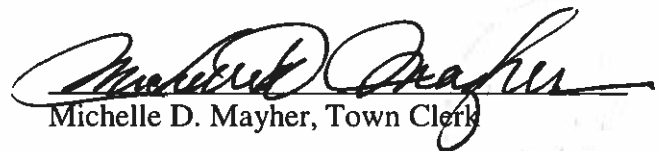
Anita Cereceda, Mayor	excused
Ray Murphy, Vice Mayor	aye
Joanne Shamp, Councilmember	aye
Rexann Hosafros, Councilmember	nay
Bruce Butcher, Councilmember	aye

ADOPTED this 5th day of August, 2019 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH


Raymond Murphy, Vice Mayor

ATTEST:


Michelle D. Mayher, Town Clerk

APPROVED AS TO FORM:

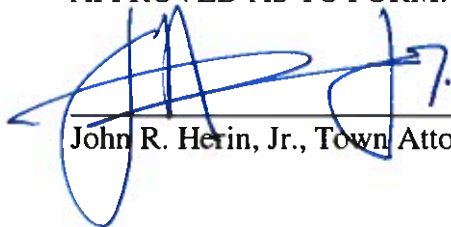

John R. Herin, Jr., Town Attorney

EXHIBIT "A"

The "Town of Fort Myers Beach Charter" adopted as Chapter 95-494, Laws of Florida is amended as follows:¹

Sec. 5.01. - Elections.

The regular election of the members of the council shall be held on the first ~~second~~ Tuesday ~~after the first Monday in November~~ March, ~~except in presidential preference primary years when it shall be held on the third Tuesday in March~~ or as otherwise provided by general law. The time period that candidates must qualify shall be from noon of the 50th day prior to the election to noon of the 46th day, or as adjusted by a holiday or leap year.

Section 5.03 - Terms of office.

The terms for all council seats, #1, #2, #3, #4, and #5, shall be for 3 4 years, ~~except during the transition period~~, seats #1 and #2 shall initially be for a term from ~~November, 2000 to March, 2004~~ March, 2019 to November, 2023, and seats #3, #4, & #5 shall be for a term from March, 2020 to November, 2024. No member of the council shall serve for more than two consecutive full terms. After 1 year out of office, a candidate may re-qualify for any vacant seat.

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

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

^{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 ~~striketrough~~.

1. Request:

Meeting Date: October 21, 2024

First Reading and Public Hearing on proposed Ordinance 24-32 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2 OF ORDINANCE 2005-04 TO REFLECT THE CHANGES TO THE TOWN CHARTER APPROVED BY THE TOWN VOTERS AT THE MUNICIPAL ELECTION ON MARCH 17, 2020; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE. Open the public hearing and schedule for second reading and final adoption on October 28, 2024 at 9:00 AM.

Why the action is necessary:

Although adoption of the Ordinance 24-31 will provide for codification of the approved Charter amendments, that Ordinance will only address the approved changes to the pertinent sections of the Town Charter, and not to the Ordinance 2005-04.

What the action accomplishes:

This proposed Ordinance changes and supersedes the terms of the Ordinance 2005-04, ensuring consistency between Ordinance 2005-04 and the amended Town Charter, as approved by the Town voters during March 2020 municipal election.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Ordinance

4. Submitter of Information:

Nancy Stuparich, Town
Attorney

5. Background:

On February 28, 2005, the Town Council passed Ordinance 05-04, interpreting the language in Sections 4.02 "Mayor" and 4.03 "Vice mayor" of the Town Charter as requiring the month of the election of the Town Mayor and Vice mayor to be in November rather than in March in non-election years.

Thereafter, on August 5, 2019, the Town Council adopted Ordinance 19-08, to amend the Town Charter so that the Town's regular election coincides with Federal and State election dates, and directed the Supervisor of Elections to place the proposed amendments on the ballot for approval by the electorate. On March 17, 2020, the Town of Fort Myers Beach held a municipal election, and the proposed Charter amendment was approved by a vote of 1,877 to 372, as certified by the Lee County Supervisor of Elections to the Town on April 3, 2020. Although the proposed Charter amendments were approved, they were never codified in the Town Charter, necessitating the adoption of an Ordinance that would codify the approved Charter changes and prompting Ordinance 24-31. Although the first reading of the Ordinance 24-31 will be held on October 7, 2024, that Ordinance will only address the approved changes to the pertinent sections of the Town Charter, and not to the Ordinance 2005-04. This proposed Ordinance changes and supersedes the terms of the Ordinance 2005-04, ensuring consistency between that Ordinance and the amended Town Charter, as approved by the Town voters during March 2020 municipal election.

Attachments:

1. Ord. 24-32 - Amendment to Section 2(A) of Ordinance 05-04
2. ORDINANCE 2005-04
3. Ord. 24-32 - Business Impact Estimate 9-30-24 mr ns

Financial Impact:

n/a

6. Alternative Action

Continue or deny ordinance;

7. Management Recommendations:

Approve the Ordinance;

8. Recommended Approval:

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

Created/Initiated - 9/27/2024
Approved - 9/30/2024
Approved - 9/30/2024
Final Approval - 9/30/2024

ORDINANCE NO. 24-32

**AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA,
AMENDING SECTION 2 (A) OF ORDINANCE 2005-04 FOR
CONSISTENCY WITH THE CHANGES TO THE TOWN CHARTER
APPROVED BY THE TOWN VOTERS AT THE MUNICIPAL ELECTION
ON MARCH 17, 2020; PROVIDING FOR CODIFICATION,
SEVERABILITY, SCRIVENER'S 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, Ordinance 2005-04 was adopted on February 28, 2005, clarifying and interpreting the language in Sections 4.02 "Mayor" and 4.03 "Vice mayor" of the Town Charter and changing the month of the election of the Town Mayor and Vice mayor from November to March in non-election years; and

WHEREAS, on August 5, 2019, the Town Council adopted Ordinance 19-08, to amend the Town Charter so that the Town's regular election coincides with Federal and State election dates in November, and directed the Supervisor of Elections to place the proposed amendments on the ballot for approval by the electorate; and

WHEREAS, on March 17, 2020, the Town of Fort Myers Beach held a municipal election, and the proposed Charter amendment was approved by a vote of 1,877 to 372, as certified by the Lee County Supervisor of Elections to the Town on April 3, 2020; and

WHEREAS, Ordinance 2005-04 was not thereafter amended for consistency with the change in the time for municipal elections, necessitating the adoption of this Ordinance; and

WHEREAS, on the 7th day of October, 2024, the Town Council held a first reading of Ordinance 24-32; and

WHEREAS, a Business Impact Estimate was prepared and posted on the Town's website on the ____ day of _____, 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 _____ on the ____ day of _____, 2024, which is 10 days prior to the final reading of the proposed Ordinance as required by Section 166.041, Florida Statutes; and

WHEREAS, on the 21st day of October 2024, the Town Council held a second and final reading of Ordinance 24-32; and

WHEREAS, the Town Council determined that adoption of Ordinance 24-32 as provided herein is in the best interests of the health, safety, welfare, and morals of the Town's residents.

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

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

Section 2. Section 2 of Ordinance 05-04, is hereby amended to read as follows:

SECTION 2. For clarification and as a matter of policy Section 4.02 Mayor and Section 4.03 Vice mayor shall be interpreted to include:

Section 4.02 Mayor.—At the first regularly scheduled meeting following the town's regular election, the council, by majority vote, shall elect from its membership a mayor. The mayor shall serve as a chairperson during meetings of the council and shall serve as the head of municipal government for the purpose of execution of legal documents as required by ordinance. The mayor shall also serve as the ceremonial head of the town.

Section 4.03 Vice mayor.—At the first regularly scheduled meeting following the town's regular election, the council, by a majority vote, shall elect from among its membership a vice mayor who shall serve as mayor during the absence or disability of the mayor and, if a vacancy occurs, shall become interim mayor pursuant to section 4.08 of this charter.

- A. In non-election years the election of mayor and vice-mayor shall be at the first regularly scheduled meeting in ~~November~~ **March November.**
- B. Should the vice mayor become interim mayor, then, the council, by a majority vote, shall elect from its membership an interim vice mayor who shall serve as mayor during the absence or disability of the interim mayor.

Section 3. That the Town Council intends that the provisions of this Ordinance be made a part of the Town of Fort Myers Beach Charter, 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 4. 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 5. If any section, subsection, sentence, clause, word, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 6. This Ordinance 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 were 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, Town 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.

ORDINANCE No. 05-04

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH AMENDING THE ORDINANCE CLARIFYING PROVISIONS OF THE CHARTER OF THE TOWN OF FORT MYERS BEACH, PROVIDING AUTHORITY; FOR CLARIFICATION AND AS A MATTER OF POLICY SECTION 4.02 MAYOR AND SECTION 4.03 VICE MAYOR; SEVERABILITY; EFFECT OF ORDINANCE AND EFFECTIVE DATE.

IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

SECTION 1. Authority. This Ordinance is enacted pursuant to the provisions of Chapter 95-494, Laws of Florida, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. For clarification and as a matter of policy Section 4.02 Mayor and Section 4.03 Vice mayor shall be interpreted to include:

Section 4.02 Mayor.--At the first regularly scheduled meeting following the town's regular election, the council, by majority vote, shall elect from its membership a mayor. The mayor shall serve as chairperson during meetings of the council and shall serve as the head of municipal government for the purpose of execution of legal documents as required by ordinance. The mayor shall also serve as the ceremonial head of the town.

Section 4.03 Vice mayor.--At the first regularly scheduled meeting following the town's regular election, the council, by a majority vote, shall elect from among its membership a vice mayor who shall serve as mayor during the absence or disability of the mayor and, if a vacancy occurs, shall become interim mayor pursuant to section 4.08 of this charter.

- A. In non-election years the election of mayor and vice-mayor shall be at the first regularly scheduled meeting in ~~November~~ March.
- B. Should the vice mayor become interim mayor, then, the council, by a majority vote, shall elect from among its membership an interim vice mayor who shall serve as mayor during the absence or disability of the interim mayor.

SECTION 3. Severability. If any one of the provisions of this ordinance should be held contrary to any express provision of law or contrary to the policy of express law,

although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such provision shall be null and void and shall be deemed separate from the remaining provisions of this ordinance, and in no way affect the validity of all other provisions of this ordinance.

SECTION 4. Effect of Ordinance. The provisions of this Ordinance shall be deemed cumulative and supplemental and shall have no legal effect except as expressly provided.

SECTION 5. Effective Date. This ordinance shall become effective immediately upon its adoption.

The foregoing ordinance was enacted by the Town Council upon a motion by Council Member Rynearson and seconded by Council Member Van Duzer and, upon being put to a vote, the result was as follows:

Howard Rynearson	<u>Aye</u>
Don Massucco	<u>Nay</u>
Bill Thomas	<u>Aye</u>
W. H. "Bill" Van Duzer	<u>Aye</u>
Garr Reynolds	<u>Nay</u>

DULY PASSED AND ENACTED this 28th day of February, 2005.

ATTEST:

TOWN OF FORT MYERS BEACH

By:

Marsha Segal-George
Marsha Segal-George, Town Clerk

By:

Bill Thomas
Bill Thomas, Mayor

Approved as to form by:

Richard V.S. Roosa
Richard V.S. Roosa, Town Attorney



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 Fort Myers Beach 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, AMENDING SECTION 2 (A) OF ORDINANCE 2005-04 FOR CONSISTENCY WITH THE CHANGES TO THE TOWN CHARTER APPROVED BY THE TOWN VOTERS AT THE MUNICIPAL ELECTION ON MARCH 17, 2020; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND 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 Fort Myers Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Fort Myers Beach 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 Fort Myers Beach 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):

Ordinance 24-32 amends Section 2 of Ordinance 2005-04, changing the terms that conflict with the Town Charter, pertaining to the month of the election of the Town Mayor and Vice Mayor in non-election years. The proposed Charter amendment was approved at the municipal election in March 2020, but the changes were never incorporated into the Town Charter, necessitating adoption of an Ordinance 24-31, memorializing the proposed approved changes in the Town Charter. However, Ordinance 24-31 does not address the conflicting provisions of Ordinance 2005-04, which is why adoption of this proposed Ordinance is necessary to ensure consistency between Ordinance 2005-04 and the amended language of the Town Charter, as approved by the Town voters at the March 2020 municipal election. This Ordinance promotes public health, safety, morals, and welfare of the Town's residents by ensuring that the terms of Ordinance 2005-04 are consistent with the Charter amendments, as approved by the voters in 2020.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Fort Myers Beach, 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 Fort Myers Beach regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

None.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: Fort Myers Beach staff solicited comments from businesses in the Fort Myers Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on Fort Myers Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that 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].

Not applicable.

1. **Request:**

Meeting Date: October 21, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN AGREEMENT FOR DISASTER RECOVERY SERVICES FOR DEBRIS & VEGETATION REMOVAL FROM WATERWAYS, CANALS AND NATURAL CREEKS WITH AFTERMATCH DISASTER RECOVERY, INC., BASED ON COMPETITIVE PRICING PROCURED BY LEE COUNTY; AUTHORIZING THE MAYOR OR TOWN MANAGER TO SIGN THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Provides the Town with a pre-positioned contractor for disaster recovery services through pre-negotiated rates.

What the action accomplishes:

Provides the Town with a pre-positioned contractor for disaster recovery services through pre-negotiated rates.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Frankie Kropacek, Operations & Compliance Director

5. **Background:**

The Town has historically solicited an independent pre-positioned contract for disaster recovery services and has a debris monitoring company already in place. The past contract has since expired with no additional renewals and the Town is now working on soliciting for another continuing contract for the next hurricane season and beyond.

The Town has an immediate opportunity through Lee County to make purchases at the terms and conditions of the County's competitively procured contract for disaster recovery services. This procurement process provides the Town with an established contractor quickly and efficiently via a Lee County competitively solicited process. This action does not preclude the Town from issuing a RFP in the near future. However, this option does provide immediate resources to recover marine debris from past and future storms. The Town is currently verifying with FEMA that use of a piggyback for this contract will not preclude reimbursement. This has also been done by another local municipality in the past and would be at the Town Council's discretion to approve the piggyback agreement.

All the Lee County procurement documents for Disaster Recovery Services can be viewed here: https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=6296&fn=Project2024-03-05T08_06_57.xml

The Town also holds an interlocal agreement with Lee County for Solid Waste Services through 2030 which provides for shared use of temporary debris management sites for a particular event or storm upon mutual agreement.

Attachments:

1. 24-191, Disaster Recovery Marine Debris Resolution (1) ns
2. Final Solicitation
3. RFP230596BJB Aftermath Recovery Executed

4. 23313 Post-Ian Residential Canal Debris Assessment Tech Memo with Attachments_20240322
5. Town Contract - Marine Debris ns (rev. 9-29-24 mr)

Financial Impact:

Dependent upon each event.

6. Alternative Action

Do not approve and find alternatives to obtain an agreement for disaster recovery services.

7. Management Recommendations:

Authorize the approval and execution of an agreement.

8. Recommended Approval:

Chadd Chustz, Environmental Projects Manager
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 9/19/2024
Approved - 9/29/2024
Approved - 9/30/2024
Final Approval - 9/30/2024

RESOLUTION NUMBER 24-191

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AN AGREEMENT FOR DISASTER RECOVERY SERVICES FOR DEBRIS & VEGETATION REMOVAL FROM WATERWAYS, CANALS AND NATURAL CREEKS WITH AFTERMATCH DISASTER RECOVERY, INC., BASED ON COMPETITIVE PRICING PROCURED BY LEE COUNTY; AUTHORIZING THE MAYOR OR TOWN MANAGER TO SIGN THE AGREEMENT; 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, Lee County and Aftermath Disaster Recovery, Inc. (“Contractor”) entered into a contract for disaster recovery services on June 21, 2024 (hereinafter the “Contract”), which was subsequently amended; and

WHEREAS, pursuant to the Contract, the Contractor agreed to provide Lee County with disaster recovery services; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, including governmental units outside the State of Florida on the basis of mutual advantage; and

WHEREAS, Section 2-480(f) of the Town’s Code of Ordinances provides that when it is in the best interest of the Town, it may cooperatively purchase goods or services from any other government agency, which has competitively bid and awarded a contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency’s procurement complies with the Town’s competitive bid policy; and

WHEREAS, the Town Council finds Lee County RFP #230596BJB and the resulting Contract were competitively bid with procedural guarantees of fairness and competitiveness equivalent to those of the Town and the Contractor has agreed to allow the Town to take advantage of the opportunity on the competitive pricing provided to Lee County; and

WHEREAS, it is in the best interests of the residents of the Town of Fort Myers Beach to execute an agreement with the Contractor containing similar terms and conditions as contained in the Contract, as amended.

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 Agreement to Piggyback a Contract for Disaster Recovery Services Procured by Lee County, Florida, and authorizes the Mayor or Town Manager to execute the Agreement, which is attached hereto as Exhibit "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 ____ 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, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____ 2024.



Advertise Date: Tuesday, March 05, 2024

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.: **RFP230596BJB**

Solicitation Name: **Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County**

Open Date/Time: **Friday, April 05, 2024** Time: **2:30 PM**

Location: **Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901**

Procurement Contact: **Brian Boehs** Title **Procurement Analyst**

Phone: **(239) 533-8887** Email: **bboehs@leegov.com**

Requesting Dept. **Natural Resources**

Pre-Solicitation Meeting:

Type: No meeting scheduled at this time
Date/Time: N/A
Location: N/A

All solicitation documents are available for download at
www.leegov.com/procurement

FUNDED IN PART OR IN WHOLE BY:
Federal Emergency Management Agency (FEMA)

Vendors are required to comply in accordance with
Federal Grant Requirements, 2 CFR part 200,
terms, conditions, and specifications.



Notice to Contractor / Vendor / Proposer(s)

REQUEST FOR PROPOSAL (RFP)

Lee County, Florida, is requesting proposals from qualified individuals/firms for

RFP230596BJB – Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Friday, April 05, 2024

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.LeeGov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.LeeGov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Brian Boehs, bboehs@LeeGov.com

Sincerely,

A blue ink handwritten signature, appearing to read "Robin Dennard", is written over a blue horizontal line.

Robin Dennard, CPPB
Procurement Manager

*WWW.LeeGov.Com/Procurement is the County's official posting site

Terms and Conditions

Request for Proposal

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Lee County Procurement Management Ordinance 22-06 and 23-21
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. Detailed Scope of Work
 - 2.1.4. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Ordinance 22-06 and 23-21
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statute 218 Public Bid Disclosure Act.

- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. **Local Business Tax:** If applicable, provide with proposal.
 - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
 - 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
 - 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements

shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

- 6.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.

6.3. **Prohibition Against Considering Social, Political Or Ideological Interests in Government Contracting – F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

7. PRE-SOLICITATION CONFERENCE

7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.

7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.

8.3. All Addenda shall become part of the Contract Documents.

8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.

9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warrantied for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)
- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.
11. ADDITIONS, REVISIONS AND DELETIONS
- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.
12. NEGOTIATED ITEMS
- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.
13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)
- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.

- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed “Confidential” the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.
- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- 15.2. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.3. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer’s firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

17. ANTITRUST VIOLATION

- 17.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

18. DRUG FREE WORKPLACE

- 18.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

19. FLORIDA CERTIFIED ENTERPRISES

- 19.1. The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 19.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 20.1. The proposer agrees to comply, in accordance with, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 20.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 20.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 20.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

21. SUB-PROPOSER/CONSULTANT

- 21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

22. RFP - PROJECT GUIDELINES

- 22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.

- 22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

23. RFP – EVALUATION

- 23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
- 23.2. **Evaluation Meeting(s):**
- 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 23.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 23.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
- 23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.lee.gov/procurement (Projects, Award Pending.)

24. RFP – SELECTION PROCEDURE

- 24.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 24.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
- 24.4. The Procurement Management Director reserves the right to exercise their discretion to:
- 24.4.1. Make award(s) to one or multiple proposers.
- 24.4.2. Waive minor informalities in any response;
- 24.4.3. Reject any and all proposals with or without cause;
- 24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

25. RFP – TIEBREAKER

- 25.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
- 25.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
- 25.1.2. Step 2: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.
- 26.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
- 26.3. The RFP results in the award of a contract that will provide the best value to the County.
- 26.4. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

27. WITHDRAWAL OF PROPOSAL

- 27.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
 - 27.3.1. The proposer acted in good faith in submitting the proposal,
 - 27.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
 - 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
 - 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

28. PROTEST RIGHTS

- 28.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 28.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.lee.gov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 28.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 28.4. In order to preserve the right to protest, a written **“Notice Of Intent To File A Protest” must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
 - 28.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 28.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 28.5. Following receipt of the Notice of Intent to File a Protest, a **“Protest Bond”** and **“Formal Written Protest”** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 28.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 29.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

30. CONTRACT ADMINISTRATION

30.1. **Designated Contact:**

- 30.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 30.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

30.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
- 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

30.3. **RFP – Basis of Award:**

- 30.3.1. Award will be made to the most responsible and responsive proposer who offers the Best Value based on the evaluation criteria.

30.4. **Agreement/Contract:**

- 30.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.

30.5. **Records:**

- 30.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 30.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 30.5.2.1. Keep and maintain public records required by the County to perform the service.
- 30.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 30.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 30.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**

30.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

30.6. Termination:

30.6.1. MATERIAL BREACH A Contractor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder; 6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Agreement.

30.6.2. OPPORTUNITY TO CURE In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Contractor may have a period of time in which to cure. The County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, or otherwise affect any other remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Contractor from receiving future solicitations or other opportunities; 6. Require Contractor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

30.6.3. TERMINATION FOR CAUSE In the event the Procurement Management Director, in his/her sole discretion, determines that the Contractor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar

days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- 30.6.4. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Contractor for such termination.
- 30.6.5. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.
- 30.6.6. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 30.6.7. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
 - 30.6.7.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 30.6.7.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
 - 30.6.7.3. Contractor has engaged in business operations in Cuba or Syria;
 - 30.6.7.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

31. WAIVER OF CLAIMS

- 31.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

32. LEE COUNTY PAYMENT PROCEDURES

- 32.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 32.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

- 32.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
33. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)
- 33.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.
34. DEBRIS DISPOSAL (if applicable)
- 34.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
35. SHIPPING (if applicable)
- 35.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 35.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
36. LOCAL VENDOR PREFERENCE
- 36.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06, and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 36.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 36.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.
37. INSURANCE (AS APPLICABLE)
- 37.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.
- 37.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Maritime Remedies

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. **Maritime Remedies** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence for General Maritime Laws, including but not limited to:

Maintenance & Cure;
Unseaworthiness;
Wrongful Death;
Jones Act;

Revised 08/14/2018 – Page 1 of 2

d. Maritime Remedies cont.

Death on the High Seas Act;
Longshore and Harbor Workers' Act;
Protection and Indemnity;

And or any other state workers' compensation law, or other federal occupational disease law that your employees might be exposed to.

**The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Revised 08/14/2018 – Page 2 of 2

End of Insurance Guide section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) five-year (5) period.

2. FEMA REIMBURSEMENT

2.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. The Vendor shall comply with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications, as applicable.

3. COST BREAKDOWN NOTICE

3.1. Upon request of the County, the Vendor may be expected to provide a proposal or fee that includes a detailed cost breakdown including General and Administrative Expenses, Overhead, and Profit rates, if requested by the County. The Vendor must advise if audited rates are available and shall provide such rates and documentation for use in negotiation and Cost Analysis if such method is used. The Vendor shall provide fee and cost breakdown supporting documentation where and as requested by the County.

4. LOCAL VENDOR PREFERENCE EXCLUSION:

4.1. Local Vendor Preference Ordinance has been waived for this solicitation and any and all references contain herein are non-applicable to this solicitation and subsequent contract and/or purchase order(s).

5. PAYMENT BOND

5.1. The County reserves the right to require the Vendor to furnish to the County, a payment bond after a Notice to Proceed has been issued by the County, but prior to the commencement of operations by the Vendor. Payment Bond shall be in an amount equal to the value established within an issued Work Order or Work Authorization, which shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all Sub-Vendors, materials, and laborers. If the value of the contracted work increases, the Vendor shall be required to provide an updated Payment Bond in an amount equal to the new value.

6. CONDUCT

6.1. The Vendor's officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner whenever conducting County business. All aspects of the Vendor's performance, including complaints received from the public, may impact the County's decision to renew or terminate this Agreement in accordance with the provision contained herein. The Vendor shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

End of Special Conditions

**SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS**

NOTICE TO CONSULTANT/CONTRACTOR/VENDOR REGARDING FEDERAL FUNDING

When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, Sections 200.318 through 200.327.

CONTRACTOR, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:

- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
- (2) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- (3) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- (4) 31 CFR Part 25 Rules and Procedures for Funds Transfers

Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the CONSULTANT/CONTRACTOR/VENDOR, the CONSULTANTS/CONTRACTORS/VENDORS investment, the amount of subcontracting necessary, the quality of the CONSULTANTS/CONTRACTORS/VENDOR’s record and past performance, and industry profit rates for the surrounding geographical area. “Cost Plus Percentage” methods for determining profit may not be used.

1. EQUAL EMPLOYMENT OPPORTUNITY:

1.1. During the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR agrees as follows:

- 1.1.1. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 1.1.2. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 1.1.3. The CONSULTANT/CONTRACTOR/VENDOR will not discharge or in any other manner discriminate

against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.

- 1.1.4. The CONSULTANT/CONTRACTOR/VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.1.5. The CONSULTANT/CONTRACTOR/VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.1.6. The CONSULTANT/CONTRACTOR/VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 1.1.7. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.1.8. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

2. MAINTENANCE OF RECORDS:

- 2.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will

be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

- 2.2. CONSULTANT/CONTRACTOR/VENDOR shall provide when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 2.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 2.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 2.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- 2.6. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this agreement, and during the period as outlined in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the County.

3. DHS SEAL, LOGO, AND FLAGS:

- 3.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval. The CONSULTANT/CONTRACTOR/VENDOR shall include this provision in any subcontracts.

4. LOCAL VENDOR PREFERENCE EXCLUSION:

- 4.1. Local Vendor Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).

5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS:

- 5.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used to fund all or a portion of the contract. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

6. NO OBLIGATION BY THE FEDERAL GOVERNMENT:

- 6.1. The Federal Government is not a party to this solicitation and/or contract and is not subject to any obligations or liabilities to the non- Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.

7. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS:

- 7.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORS actions pertaining to this solicitation and/or contract.

8. SUBCONTRACTS:

- 8.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORS.

9. CONFLICT OF INTEREST:

- 9.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORS or parties to subcontracts.

10. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):

- 10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying the employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.
- 10.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORS.
- 10.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.
- 10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

11. ENERGY POLICY AND CONSERVATION ACT:

- 11.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

- 12.1. If subcontracts are to be let, the prime CONSULTANT/CONTRACTOR/VENDOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - a) Place qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- d) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- e) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

13. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322):

- 13.1. As appropriate and to the greatest extent consistent with law, the CONSULTANT/CONTRACTOR/VENDOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.
 - 13.1.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 13.1.2. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216):

- 14.1 The Contractor shall comply with 2 C.F.R. § 200.216, Prohibition on Contracting for Covered Telecommunications Equipment or Services:
 - (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
 - (b) Prohibitions.
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or sub-recipient unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent the use or submission of covered telecommunications equipment or services and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

15. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

15.1. The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause, in whole or in part, when the County determines in its sole discretion that it is in the County’s best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.

15.2. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

16. CHANGES:

- 2.1. Changes to any federal grant or federally funded cooperative agreement shall be in writing, executed by change order and the costs of any change, modification, change order, or constructive change must be allowable, allocable, and within the original scope of the federal grant or federal cooperative agreement. Changes should be reasonable and necessary for the completion of the original project scope. Any changes must be permissible under state, local and federal laws. Any change recommended and accepted by both parties, in writing, will not be considered a contract breach. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same is in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and the County.

17. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS:

- 17.1. The CONSULTANT/CONTRACTOR/VENDOR grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including preparing derivative works, distributing copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT/CONTRACTOR/VENDOR will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.”

18. TIME & MATERIAL, TIME & EQUIPMENT, FIRM FIXED PRICE LUMP SUM CONTRACTS:

- 18.1. The following applies to purchases made or reimbursed with Federal funds as per 2 CFR 200.318(j) and other Federal Regulations. For a firm fixed price, lump sum, Time & Material (T&M), and/or Time & Equipment (T&E) procurements, a Purchase Order represents a CONSULTANT/CONTRACTOR/VENDOR’s Notice to Proceed (NTP). Line-item Extended Price(s) shall be considered Not to Exceed (NTE) ceiling value(s). Additionally, the Total Order value for a Purchase Order represents an NTE ceiling value. If the CONSULTANT/CONTRACTOR/VENDOR anticipates exceeding either of these NTE values, they should contact the Lee County Procurement Department for a change order. If a CONSULTANT/CONTRACTOR/VENDOR exceeds a Line Item or Total Order NTE value, it does so at its own risk.

19. SUSPENSION AND DEBARMENT:

- 19.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).
- 19.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

19.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

19.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

20. RECOVERED MATERIALS:

20.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

20.2. Information about this requirement is available on the EPA'S Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

20.3. The CONSULTANT/CONTRACTOR/VENDOR also agrees to comply with all other applicable requirements of Section 6002 or the Solid Waste Disposal Act.

21. REMEDIES:

21.1. In the event the CONSULTANT/CONTRACTOR/VENDOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the CONSULTANT/CONTRACTOR/VENDOR and upon the CONSULTANT/CONTRACTOR/VENDOR's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

- 21.1.1. Withhold or suspend the payment of all or any part of a payment request.
- 21.1.2. Require that the CONSULTANT/CONTRACTOR/VENDOR refund to the County any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 21.1.3. Exercise any corrective or remedial actions, including but not limited to:
- 21.1.4. Requesting additional information from the CONSULTANT/CONTRACTOR/VENDOR to determine the reasons for or the extent of non-compliance or lack of performance;
- 21.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- 21.1.6. Advising the CONSULTANT/CONTRACTOR/VENDOR to suspend, discontinue or refrain from incurring costs for any activities in question; or
- 21.1.7. Requiring the CONSULTANT/CONTRACTOR/VENDOR to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

22. OTHER REMEDIES AND RIGHTS:

22.1. Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the County waives any right or remedy in this

Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend, or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the CONSULTANT/CONTRACTOR/VENDOR.

- 22.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes, and other matters in question between the County and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such a dispute is in state court, the venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, the venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

23. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708).:

- 23.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 23.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause outlined in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause outlined in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause outlined in paragraph (1) of this section.
- 23.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause outlined in paragraph (2) of this section.
- 23.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses outlined in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses outlined in paragraphs (1) through (4) of this section.

24. CLEAN AIR ACT:

- 24.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 24.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the

Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- 24.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

25. FEDERAL WATER POLLUTION CONTROL ACT:

- 25.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 25.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 25.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

26. BYRD ANTI-LOBBYING AMENDMENT:

- 26.1. CONSULTANT/CONTRACTOR/VENDORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:

- 27.1. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and Lee County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency. See 2 C.F.R. Part 200, Appendix II(F).

28. FLY AMERICA REQUIREMENTS:

- 28.1. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance

with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

29. AMERICANS WITH DISABILITIES ACT (ADA):

- 29.1. All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

30. CARGO PREFERENCE:

- 30.1. The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.
- 30.2. Use of United States – Flag Vessels:
- 30.3. The CONSULTANT/CONTRACTOR/VENDOR agrees to use privately owned United States- Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.
- 30.4. Furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding 6 paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to LCBOCC (through the Contractor in the case of a subcontractor's bill-of-lading.)
- 30.5. Include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

31. SEISMIC SAFETY REQUIREMENTS FOR THE CONSTRUCTION OF NEW BUILDINGS OR ADDITION TO EXISTING BUILDINGS:

- 31.1. CONSULTANT/CONTRACTOR/VENDOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify compliance to the extent required by the regulation. The CONSULTANT/CONTRACTOR/VENDOR also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

32. ENERGY CONSERVATION:

- 32.1. CONSULTANT/CONTRACTOR/VENDOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 USC § 6321 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with Federal funds required under Federal regulations, "Requirements for Energy Assessment," 49 CFR part 622, subpart C.

End of Supplemental Conditions

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide a variety of disaster recovery related services within waterways, canals and natural creeks located within Lee County, Florida. These services will be on an as-needed basis countywide with no work guaranteed. Not all tasks will be assigned for all events.
- 1.2. The Vendor shall furnish all the required equipment with operators, laborers, and superintendents to perform the work directed by the County's designated Project Manager. Work shall consist of the removal and proper disposal of debris (both vegetative and non-vegetative) from waterways, canals and creeks located within Lee County.
- 1.3. Services shall include but is not limited to the following:
 - Large and small scale debris removal;
 - Vegetative, construction and demolition debris removal;
 - Separation, demolition, staging and disposal work;
 - Damaged or undamaged marine property removal;
 - Tree trimming, stump grinding and removal; and
 - Open and operate Debris Management Site (DMS)
- 1.4. All work under this RFP shall be performed in accordance with FEMA rules and guidelines for federal reimbursements and with 2 CFR 200.318-326 as updated and where applicable.

2. DEFINITIONS

- **Vendor / Vendor / Firm** – The successful proposer(s)
- **Debris Monitoring Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** – Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, damaged or undamaged marine property, and personal property.
- **Marine property** – Docks and/or accessories (i.e., furniture, canopies or covers) and vessels and trailers that have been broken, destroyed, or displaced by a disaster; and have been found or placed within navigable and non-navigable waterways, canals and natural creeks.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **DMS** – Debris Management Site – A predetermined site location for either temporary staging or final destination.

3. VENDOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

- 3.1. The Vendor may be called upon throughout the contract to render services to assist the County with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters. Each year of this contract, the Vendor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre-event training of County's emergency management and recovery personnel at no additional charge to the County.

- 3.2. The Vendor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the Vendor shall provide trained administrative support, onsite management staff to work with County officials, field supervisors, operators, drivers, laborers, and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation.
- 3.3. The Vendor shall be responsible for knowledge and compliance with all federal, state, and local laws, rules, practices, and regulations. Upon execution of the agreement, the Vendor shall request from the County a copy of its currently approved debris management plan in order for the Vendor to familiarize themselves with the plan prior to an event.
- 3.4. No guarantee is expressed or implied as to the quantity or amount of services to be procured under this request for proposal; no work is guaranteed.

4. INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

- 4.1 When a disaster occurs or is imminent, the County will contact the firm(s) holding Disaster Recovery Services for Debris and Vegetation removal from Waterways, Canals and Natural Creeks in Lee County Contract(s) to advise them of the County's intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or located in waterways, canals and natural creeks, unless otherwise directed.
- 4.2 The County, upon contacting the Vendor, will issue a Notice to Proceed and work order assignment/task authorization. The issuance of the work order/task authorization will allow the Vendor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Vendor shall also begin coordination with County personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.
- 4.3 The Vendor shall have a maximum of 24 hours from notification to proceed by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another Vendor.
- 4.4 The Vendor shall be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations, including regulated hazardous waste. County will determine the primary location of the reduction and disposal sites in consultation with Vendor. Additional sites may be utilized as directed and/or approved by County.
- 4.5 For "Event Types" that require Temporary Debris Staging and Reduction Sites (DMS) the Vendor shall be available for technical assistance to assist the County in determining which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task, the result will be a map of the various sites and a basic operation plan for each site.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL VENDOR

- 5.1 The County's Debris Monitoring Consultant and/or County Staff provide inspection, engineering, and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Vendor and the Consultant is crucial to the success of the response operation. Therefore, the Vendor shall be capable of working with different accounting and tracking systems.
- 5.2 Prior to the beginning of each hurricane season, the Vendor shall meet with the County and the Debris Monitoring Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually or may be included as part of the required training day.

6. SCOPE OF WORK

6.1. Vendor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris within waterways, canals and natural creeks; and shall be provided in accordance with the Standards of Performance as set forth in Section 8. Emergency push, debris removal and demolition of structures will be limited to:

- a) That which is determined to eliminate immediate threats to life, public health, and safety;
- b) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
- c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated within waterways, canals and natural creeks, as may be directed by County. Contracted services shall only be performed when requested and as designated by County via task order.

The Vendor shall load and haul the debris from within the legal boundaries of the County to a final disposal location defined by the County, or to Debris Management Site (DMS) site(s) and as specified by the County and set out in Section 9.7 of this Contract.

Furthermore, the Vendor shall provide services as necessary to assist in the event of any Local, State, or Federal State of Emergency is declared.

6.2. **Emergency Push / Clearance:** If directed by the County, the Vendor shall accomplish the cutting, tossing and/or pushing of debris from the primary waterways, canals and / or natural creeks, as identified by and directed by County to eliminate immediate threats to life, public health and safety. This operational aspect of the scope of services shall be for the first 70 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 8.2. Once this task is accomplished, the following additional tasks shall begin as required.

6.3. **Waterways, Canals and Natural Creeks:** The Vendor shall remove all debris from waterways, canals and natural creeks when directed to do so by County. The Vendor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 9.3.

6.4. **Right-of-Entry (ROE) Removal (if Task Authorized by County):** The Vendor shall exercise due diligence in removing ROE debris from private property, as authorized and directed by the County. The Vendor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, , etc.). Vendor shall exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but the County does not warrant that all utilities will be located before debris removal operations begin, nor does Vendor warrant that utility damages will not occur as a result of properly conducting Contracted services.

6.5. **Marine Property Removal (if Task Authorized by County):** The Vendor shall remove marine property designated for removal by and at the direction of County, in a timely manner as determined by County, to be hauled off to a designated DMS to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

6.6. **Private Property Waivers:** The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from waterways, canals and natural creeks.

- 6.7. **Disaster Recovery Technical Assistance:** The Vendor shall provide Disaster Recovery Technical Assistance, to officials within County and designated staff members, to assist a local government with guidance and consultation on all aspects of the recovery process.
- 6.8. **Vegetative Debris Reduction:** Vegetative debris reduction shall only take place by the Vendor if they have opened and are currently managing a Debris Management Site (DMS) as requested by the County. Vegetative debris reduction shall be performed in accordance with section 9.7 of this agreement. Otherwise, no reduction of vegetative debris collected from waterways, canals and natural creeks shall be performed by the Vendor. Vegetative debris shall be hauled directly to a County authorized Debris Management Site (DMS).
- 6.9. **Construction and Demolition (C&D) Debris Removal:** Vendor shall collect, consolidate, and remove C&D debris to a location designated by the County. The production rate of this effort will be determined by the County and will be based on the volume of C&D estimated. The production rate should be similar to the vegetation rate.
- 6.10. **Construction and Demolition (C&D) Debris Recycling & Reduction:** When directed, the Vendor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process shall be used to reduce the final cost to the County. The Vendor is responsible for the handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc., as identified by the County. Items shall be hauled off to a designated DMS to be disposed of in accordance with all applicable Federal, State and local laws, standards and regulations.
- 6.11. **Specialized Crews:** If requested by the County, the Vendor shall provide a dedicated crew to collect specific debris (i.e., hazardous waste) that cause health and safety issues, from waterways, canals and natural creeks.

7. PERFORMANCE OF SERVICES

- 7.1. **Description of Service:** Vendor agrees to perform Contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship shall be acceptable. Services, equipment, and workmanship not conforming to the intent of Contract or meeting the approval of County may be rejected. Replacements and/or rework, as required, shall be accomplished at no additional cost to the County.
- 7.2. **Cost of Services:** Vendor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.
- 7.3. **Sub-Contractor(s):** Vendor may utilize the services of Sub-Contractors and shall be responsible for the acts or omissions of its Sub-Contractors to the same extent Vendor is responsible for the acts and omissions of its own employees. Vendor shall ensure that all its Sub-Contractors have and carry the same major provisions of this agreement and that the work of their Sub-Contractors is subject to said provisions. Nothing contained in this agreement shall create any contractual relationship between any Sub-Contractor and County. Vendor shall supply the names and addresses of Sub-Contractors and materials suppliers when requested to do so by County.

8. STANDARDS OF PERFORMANCE

- 8.1. **Vendor Representative:** Vendor shall have a knowledgeable and responsible representative report to County's designated Contract representative within 24 hours of an issued Notice to Proceed. The Vendor's representative shall have the authority to implement all actions required to begin the performance of contracted services as required by this agreement. A Vendor representative shall remain locally during the duration of recovery efforts

and be readily available to routinely meet with the County contract administrator. The Vendor shall also provide reports on debris removal operational progress as requested.

- 8.2. **Mobilization:** The Vendor shall have sufficient equipment and forces in Lee County within 4 days of “notification to proceed” to begin removal operations. Additional resources may be required to meet the debris activities based on the scope and impact of the event. Adjustments to these minimums may be approved by the County based on the size and scope of the disaster event.
- 8.3. **Time to Complete:** The Vendor shall use all efforts to complete all work directed under this Contract as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the County. County will direct the scope and nature of the work to be performed once the extent of damage has been determined.
- 8.4. **Completion of Work:** The Vendor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor and all DMS mitigation and damages by Vendor have been resolved.

9. **GENERAL RESPONSIBILITIES**

- 9.1. **County Obligations:** The County will furnish all information and documents necessary for the commencement of contracted services, including a written Notice To Proceed. A representative will be designated by County to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed.

County will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Vendor may assist County with the development of debris management PSAs, if so requested.

- 9.2. **Supervision by Vendor:** Vendor shall supervise and/or direct all contracted services performed by its employees, agents and Sub-Vendors. Vendor is solely responsible for all means, methods, techniques, safety, and other procedures. Vendor shall employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Vendor. All communications given to the supervisor by County’s authorized representative shall be as binding as if given to Vendor. Multiple work sites shall require equal supervision as outlined above. Vendor must ensure that sufficient supervision is provided to manage multifaceted debris management operations that may include projects that require separate coordination, tracking, and documentation; additional supervision and/or project management staff shall be provided if requested by the County for these projects.
- 9.3. **Damages by Vendor:** Vendor shall be responsible for conducting all operations, in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Vendor shall also be responsible for any damages due to the negligence of its employees and Sub-Vendors. Should any property be damaged due to negligence on the part of Vendor, the Vendor shall repair damages promptly and at no additional cost to the County; repairs must be sufficient and a release from claim of damage must be signed by the parties involved. If repairs are not made promptly or sufficiently as to obtain the signed release from claim, the County may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Vendor for the damages or withhold funds due to the Vendor. County shall make the determination of whether “negligence” has occurred. Vendor shall respond to all damage complaints within 48 hrs. of receipt and maintain a Damage Log tracking all damage complaints including date and point of contact, proposed resolution, status of repairs or settlement, and date of documented release. Vendor shall review this list with the County’s designated Project Manager a minimum of weekly and provide copies of all releases. All Vendor damages must be resolved prior to project closeout unless otherwise agreed to by County. If at any time the damage list exceeds 25 open claims

without scheduled repairs or at the discretion of the County, the Vendor shall provide, at no additional cost to the County, a dedicated staff member to resolve damage claims.

9.4. Vendor's Duty Regarding Other Vendor(s): Vendor acknowledges the presence of other Vendors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

9.5. Vendor's Ownership of Debris: Unless otherwise directed by County, All debris, including regulated hazardous waste, shall become the property of Vendor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods, and household solid waste. Disposal costs at Non-County managed disposal locations shall be passed through to the County without mark-up on the monthly invoices.

9.6. Vendor's Disposal of Debris: Unless otherwise directed by County, Vendor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Vendor. Additional sites may be utilized as directed and/or approved by County.

9.7. Debris Management Site (DMS):

At the County's discretion and upon request, the Vendor may be required to open a Debris Management Site (DMS) for the proper disposal of debris (both vegetative and non-vegetative) from waterways, canals and creeks located within Lee County. Upon notification by the County, the Vendor shall be required to coordinate and perform the following services associated with this task:

9.7.1. Site Setup: Prior to beginning operation at a debris management site, the condition of the site shall be photographed, or video recorded by the Vendor and its condition documented and agreed upon by the County, Vendor, and Property Owner if applicable. As directed by County, baseline environmental assessments shall be performed and supplied for County review. Site setup shall be completed by the Vendor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials if determined necessary to provide for safe access to the site, costs for these materials shall be a pass-through cost without mark-up.

9.7.2. Site Operation: Debris shall be stored in accordance with all federal, state, and local regulations. Fire lanes and adequate access shall be provided. Debris reduction activities shall be performed at each DMS as to maintain the safe and efficient operation of the site.

9.7.3. Site Remediation: Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Vendor shall be responsible for any damages pursuant to section 9.3.

9.7.4. Site Security: Vendor shall supply twenty-four (24) hours per day security for the DMS sites to ensure unlawful or unauthorized dumping of debris does not occur. Unauthorized debris shall become the responsibility of the Vendor and must be disposed of lawfully and without additional costs to the County.

9.7.5. Designated Locations and Sites: The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Lee County will designate the DMS to be activated. The County will select these sites, at the beginning of each hurricane season.

9.7.6. DMS Preparation, Maintenance, and Operation of DMS:

The preparation, maintenance and operation of the designated DMS facility is entirely the Vendor's responsibility.

Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The Vendor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

If needed, additional Vendor identified DMS sites may be considered for approval by the County. Lease agreements, between the Vendor and the property owner, for these properties may be executed by the Vendor with approval from the County. Management of these sites shall be subject to all terms outlined in this document, including but not limited to DMS management, environmental controls, and site remediation.

9.7.7. DMS Debris Removal Operations Plan and Environmental Protection Plan:

Vendor shall provide within 3 days of notification to open a site. Vendor shall provide a generic site management plan. Once the debris management site is selected for use, the VENDOR shall provide a Site Management Plan. This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans shall include pre and post video and other checklists to assure proper management of the site. Vendor shall submit three (3) copies of the plan. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

- Access to site
- Site preparation -clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, Vendor work area, and inspection tower
- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
- Location of existing structures or sensitive areas requiring protection
- Restoration of Site

9.7.8. Debris Processing and Classification: All debris shall be processed in accordance with local, state and federal law, standards, and regulations. Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated by common waste material classifications; e.g., vegetative debris, construction and demolition debris, recyclable debris, white goods, hazardous waste, etc.

9.7.9. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the County is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

9.7.10. Debris Disposal:

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process shall be in accordance with all applicable Federal, State, and local laws, standards, and regulations. Unless otherwise directed by the County, the Vendor shall be responsible for paying all landfill tipping or disposal fees and provide all scale tickets or other related & required documentation to the Debris Monitoring Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.

Tipping or Disposal Fees at Final Disposal Sites shall be passed through to the County at cost without mark-up or escalation.

Unless otherwise notified, Tipping or Disposal costs for debris disposed of at approved County owned and operated Final Disposal Sites, shall be the responsibility of the County; in lieu of pass-through debris disposal costs. Disposal fees shall be the normally posted gate fees and be reconciled against load and scale tickets in the same manner as Vendor paid disposal fees. Tipping fees for debris from ineligible work, not approved by the County, shall be the responsibility of the Vendor and deducted from the invoice.

9.7.11. Debris Monitoring Assistance:

Assistance to the Debris Monitoring Consultant by the Vendor shall include, but is not limited to the following:

- Monitoring multiple Vendors and multiple trucks delivering materials to the DMS.
- Verify that each truck that delivers to the DMS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.
- Photograph of each loaded truck bed and attach photograph to truck's manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the DMS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the DMS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by County personnel, e.g., conduct final inspections and issue closeout reports.

10. SCOPE OF SERVICES

- 10.1. **Geographic Assignment:** The geographic boundary for work by Vendor's crews shall be only as directed by County and will be limited to properties located within the County's jurisdictional boundaries. Collection activities shall be monitored, and crews shall be responsible for providing detailed information of collection locations as requested.
- 10.2. **Multiple, Scheduled Passes:** Vendor shall make complete scheduled passes at the direction of County and/or unscheduled passes of each area impacted by the storm event. County shall direct the interval timing of all passes. Passes shall be complete only when County deems they meet the definition outlined in section 8.4. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.
- 10.3. **Operation of Equipment:** Vendor shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed, i.e., chain link fencing, etc. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Vendor or its representative shall be the Vendors responsibility and repaired at no additional cost to the County as outlined

in section 9.3. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 6.4 of this Contract.

- 10.4. Certification of Load Carrying Capacity:** Vendor shall submit to the County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. This report shall be maintained, updated, and provided to the County whenever equipment is added or deleted.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by County, County's Debris Monitoring Vendor, and Vendor representatives at a County designated location. A standard measurement form certifying actual physical measurements of each piece of equipment, including side boards and deductions shall be an attachment to the certified reports submitted to County.

Each vehicle shall be measured for cubic yard capacity. Each vehicle shall have one numbered certification form prepared with a written description of the measurements, detailed diagram showing the overall inside dimensions, the dimensions of any and all, side boards, and/or deductions, and photograph attached. Deductions, such as doghouses, slant plates, etc. shall be shown as a deduction from the total cubic yards. Example: Measure and diagram length times Width times Height divided by 27= Total CY. Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that shall be certified on the certification form and the placard placed on the vehicle. Certification forms shall be in triplicate, sequentially numbered and verified by a County representative. County shall retain the original certification copy, the Vendor shall retain the second copy, and the third copy shall remain in the certified vehicle.

Any changes to the equipment size or capacity (i.e., adding or removing sideboards, tailgates etc.) shall require it to be recertified. This new certification shall be attached to the original certification and documented as to when and/or why recertification was required and occurred. Any vehicle may at any time be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity shall be reflected on any previous loads and reconciled as such. Digital copies of truck certifications, forms, and photographs may be used in place of hard copies when applicable technologies are both available and if conform with and are compatible with an approved ADMS used by the debris monitoring Vendor.

- 10.5. Vehicle Information:** The maximum load capacity of each hauling vehicle shall be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 shall be rounded down and decimal values of .5 through .9 shall be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed shall be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Vendor name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling shall have and use a County / Vendor-approved tailgate. A complete list of all certified vehicles with total adjusted CY information including details of tailgates, sideboards, and deductions shall be supplied, maintained, and updated by the Vendor when any changes occur at all DMS sites.

- 10.6. Security of Debris during Hauling:** Vendor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Vendor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction or vertically above FDOT maximum height requirements; tailgates must be closed. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Vendor shall regularly survey the primary transportation routes used by Vendor & its subs and recover fallen or blown debris from the roadway(s).

- 10.7. Traffic Control:** The Vendor shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Vendor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) (see <http://mutcd.fhwa.dot.gov> OR other appropriate address for manual). Vendor shall

provide sufficient signage, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

- 10.8. **Workdays/Hours:** The Vendor may conduct debris removal operations 30 minutes prior to and 30 minutes after the published sunrise/sunset, seven (7) days per week unless prohibited by ordinance. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to workdays and/or work hours shall be as directed by County following consultation and notification to Vendor.
- 10.9. **Marine Property:** The Vendor shall remove and lawfully dispose of docks and/or accessories such as furniture and canopies or covers, vessels and trailers, broken, destroyed, or displaced by a disaster, found or placed within navigable and non-navigable waterways, canals and natural creeks. Vendor shall provide for proper notification and disposal of all registered vehicles in accordance with local, state, and federal regulations, ordinances, and alike.
- 10.10. **Work Safety:** The Vendor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Vendor shall provide such safety equipment, training, and supervision as may be required by County and/or other governmental regulations. Vendor shall ensure that its subcontracts contain a similar safety provision.
- 10.11. **Inspection and Testing:** All debris shall be subject to inspection by County and other public authorities to ensure compliance with Contract, applicable federal, state, and local laws, and in accordance with generally accepted standards of emergency management professionals. The County or its representatives will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.
- 10.12. **Retention of Collection Equipment:** The Vendor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project in accordance with the collection rates established herein or as approved by County to complete the final stages of the project within the established timelines. Collection equipment shall remain in force until the debris collection is complete or when determined by County and Vendor to be adequate to complete the recovery effort. Equipment leaving the County prior to completion of the recovery effort shall be replaced with equal or better equipment. Unless the County determines that downsizing of the operation is warranted.
- 10.13. **Chainsaw Crews:** Crews shall work only as directed by task order by the County; the number of crewmembers and scope of work to be performed shall be outlined in the task order. Following the initial cut and toss phase of the project, chainsaw crews must be monitored by the County's debris monitoring firm. Unauthorized work shall not be paid for. Detailed invoices consisting of at a minimum the number of crewmen, hours worked, location, and description of work performed shall be submitted with the monthly invoice.
- 10.14. **Hazardous Trees:** Hazardous Trees are to be removed if the condition was caused by the disaster, it is an immediate threat to health and safety, and has a diameter breast height of six inches (6") or greater, and one of the following criteria is met:
- More than 50% of the crown is damaged or destroyed; or
 - The trunk is split, or it has broken branches that expose the heartwood of the tree; or
 - It is leaning at an angle greater than 30 degrees

Trees determined to be hazardous and that have less than 50% of the root-ball exposed should be cut flush at ground level.

FEMA policy for documentation shall be followed but at a minimum the following minimum documentation must be obtained for each hazardous tree prior to its removal:

- Photographs and GPS coordinates that establish the location is in a waterway, canal or natural creek
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County or designated Debris Monitor, written authorization shall be given to the Vendor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

10.15. **Hanging Limbs:** Limbs, authorized as eligible for reimbursement by the County must be:

- Located in a waterway, canal or natural creek
- Greater than two inches (2") in diameter at the point of breakage
- Still hanging in a tree and threatening a public use area

FEMA policy for documentation shall be followed but at a minimum the following documentation must be obtained for each hanging limb that is removed:

- Photographs and GPS coordinates that establish the location is in a waterway, canal or natural creek
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County or County designated debris monitor, written authorization shall be given to the Vendor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

10.16. **Hand Loaded Collection Equipment:** Hand load trucks, trailers or equipment are discouraged, and shall be used only in areas where typical collection equipment cannot access and only with prior written authorization of the County. These "hand loaders" must remove all eligible debris as outlined in section 8.4. All Vendor equipment must be capable of self-unloading. Equipment that must be unloaded by hand or requires assistance from operator at DMS site shall not be permitted to dump at DMS sites.

10.17. **Dead Animals:** Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the Vendor to remove and lawfully dispose of under this contract.

11. REPORTS, CERTIFICATIONS, and DOCUMENTATION

11.1. **Accountable Debris Load Forms:** County and Vendor shall, after reconciliation, accept the serialized copies of the debris reporting tickets or approved ticket data base as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by County representative. The serialized ticketing system (paper or approved electronic) will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station. These tickets/data base shall be used as the basis of any electronic generated billing and/or reports.

- If requested, the Vendor shall provide, minimum 4 part carbon copy, debris load tickets for use through the recovery operations.
- All debris collection and disposal information required by FEMA or other regulations must be documented on each load ticket
- The Vendor shall submit all original load tickets to the County

At the option and request of the County, the Vendor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

An approved and auditable electronic debris ticket database, established through the use of an approved ADMS provided by the County's debris monitoring Vendor, may be used in place of serialized copies of the debris reporting tickets. In this event, load tickets shall be replaced by ADMS generated receipts or reconciled electronic database where applicable.

- 11.2. **Reports:** Vendor shall submit periodic, written reports to County as requested or required, detailing the progress of debris removal and disposal. These reports shall include, but are not limited to:

- 11.2.1. **Daily Reports:** Daily reports shall detail the locations where passes for debris removal were conducted; the quantity of debris (by type) removed and disposed of; the total number of personnel crews engaged in debris management operations; and the number of grinders, chippers and mulching machines in operation. Vendor shall also report and provide regular repair progress updates of any damages to private property caused by the debris operation or damage claims made by citizens and such other information as shall be required to completely describe the daily conduct of Vendor's operations.
- 11.2.2. **Weekly Summaries:** A summary of all information contained in the daily reports as set out in Section 11.2.1 of this Contract or in a format required by County.
- 11.2.3. **Report Delivery:** The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by County in consultation with Vendor.
- 11.2.4. **Final Project Closeout:** Upon final inspection and/or closeout of the project by County, Vendor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to County. Vendor shall provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for County and/or other government entity. Report shall include a section detailing any private property damages or claims, the satisfaction of these claims, as well as the status of any outstanding claims that require further action by the Vendor.
- 11.2.5. **Additional Supporting Documentation:** Vendor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Vendor as may be required by County and/or other governmental entity to support requests for debris project reimbursement from external funding sources.
- 11.2.6. **Report Maintenance:** The Vendor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Vendor shall maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.
- 11.2.7. **Contract File Maintenance:** The Vendor shall maintain this Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of the County, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. The County may unilaterally cancel this contract for refusal to comply with this provision.

12. **PRICING AND PAYMENTS**

12.1. **Schedule of Values**

- 12.1.1. Category A – Core Services includes pricing for debris removal; debris processing; debris disposal; hazardous limb removal; and storm damage tree removal.

12.1.1.1. Unless specifically assigned to a line item, the following notes are defined and assigned to Category A of the Schedule of Values:

- Note 1 - Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. Tipping fees at final disposal site(s) shall be the responsibility of the Vendor and passed through to the County without mark-up, unless approved otherwise. See section 9.7.10. within scope of services for disposal at County Owned and Operated disposal sites.
- Note 2 - For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage shall begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost shall be applied to each ticketed out of county load and be applicable to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
- Note 3 - For a multi-year contract, the prices shown in Category A will be adjusted and applied every corresponding year on the anniversary date of the Contract, up to the fifth year.
- Note 4 – Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.
- Note 5 – Includes comprehensive management of all debris site activities, including grubbing and establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.7 in the scope of services for more detail.
- Note 6 – All items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including Appendix G, FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility as provided by the Public Assistance Debris Management Guide FEMA-325 / July 2007 or as amended.

12.1.2. Category B – Specialized Labor and Work Crews includes pricing for specialized labor; work crews (typical crew makeup for “first 70 hours of operation); and additional laborers.

12.1.2.1. Unless specifically assigned to a line item, the following notes are defined and assigned to Category B of the Schedule of Values:

- Note 1 - For a multi-year contract, the prices shown in Category B will be adjusted and applied every corresponding year on the anniversary date of the Contract, up to the fifth year.

12.1.3. Category C – Equipment includes pricing for equipment used while performing disaster recovery services.

12.1.3.1. Unless specifically assigned to a line item, the following notes are defined and assigned to Category C of the Schedule of Values:

- Note 1 - For a multi-year contract, the prices shown in Category C will be adjusted and applied every corresponding year on the anniversary date of the Contract, up to the fifth year.

- 12.2. **Billing Cycle:** The Vendor shall invoice County on a 30-day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps shall support all invoices. Electronic copies of supporting documentation may be used if approved by the County.
- 12.3. **Ineligible Work:** The Vendor will not be paid for the removal, transportation, storage, reduction and/or disposal of any materials or stumps that were determined by County and/or other government entity as ineligible debris and for which the Vendor was not formally authorized to perform by the County.
- 12.4. **Eligibility Inspections:** The Vendor and the County or its representatives shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris as determined within this Contract.
- 12.5. **Eligibility Determinations:** If any load is determined to contain material that does not meet the definition of eligible debris, e.g., debris collected from private property or not at the request of the County or its representatives, the load shall be directed to an alternate disposal or processing facility. No payment will be approved, and the Vendor shall not invoice the County for ineligible loads. County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.
- 12.6. **Unit Price/Service Negotiations:** Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices within this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between the County and the Vendor and subject to the review of the government.
In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the schedule of values and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.
- 12.7. **Specialized Services:**
The Vendor may invoice County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under within this Contract. Additional specialized services will only be performed when directed by the County. The rate for specialized services shall be in accordance with the rates provided in the Schedule of Values. Items not included shall be negotiated and shall be fair and reasonable as determined by the County.

End of Detailed Specifications

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **30 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction and Description of Firm

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- Number of years proposer has been in business under present name
- Identify any other former names your organization has operated under
- Proposed responsible office location and the number of full-time employees assigned to the responsible office

Cover Page should be brief and concise not exceeding 1 to 2 pages in length. Cover page does NOT count towards page restriction requested herein.

TAB 1: Experience & References

- Proposer shall provide an Executive Summary, limited to 3 pages, to be written in non-technical language that summarizes the Proposer's overall capabilities, approaches for accomplishing the services specified herein, and demonstrates the proposer has the successful experience and is primarily engaged in year-round debris management services similar to those outlined in this solicitation and typically performed in federally declared events.
- Proposer shall provide written documentation describing similar disaster recovery projects that it has successfully completed within the last fifteen (15) years of this proposal. **A maximum of five (5) projects** shall be provided. The proposer must provide written documentation and details indicative of experience in disaster recovery projects that would allow the evaluation committee to easily

determine whether the work is similar and comparable to disaster events and the scope of work being requested within this RFP document.

- a. Project example information should include:
 - i. Project Name
 - ii. Description of Project
 - iii. Dates of Services
 - iv. Contract Award Amount
 - v. Estimated volume of debris removed (In CY) per day
 - vi. Total amount of debris processed in cubic yards
 - vii. Agency Name
 - viii. Agency Point of Contact
 - ix. Agency Phone Number
 - x. Agency Email Address
- If applicable, Proposer shall provide supporting evidence of previous experience with simultaneous event activations and how this was managed.
- Proposer shall provide a complete list of all **current** clients contracted with for the same type of scope of work for Disaster Recovery Services.
 - a. This list shall include:
 - i. Client Name
 - ii. Client Contact Information
 - Point of Contact Name, Phone, Email
 - iii. Brief Description of Contract
 - iv. Effective/Start Date of Contract
 - v. Expiration Date of Contract

TAB 2: Company Resources: Facilities, Equipment, & Personnel

- Proposer must provide a list of facilities, equipment, personnel and listing of Sub-Vendors available to do the work proposed.
 - Proposer must state how these resources will be sufficient to handle the proposer's total workload including other non-Lee County projects and sufficient for periods of prolonged activation.
 - Proposer shall provide and demonstrate their capability of performing during simultaneous events.
- Provide a detailed description of the firm's **specific** project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes of proposed project management team to be assigned to the Lee County contract.

Resumes are not included within page restrictions but should be limited to one (1) page per person.

TAB 3: Company Capabilities

- Proposer shall provide a Work Plan demonstrating the firm's grasp of the scope of service required for a declared emergency disaster assistance, and the firm's ability to adapt to changing conditions during a recovery project. This Work Plan shall be inclusive of the below specifications:
 - ◆ Provide details and/or demonstrate the firm's experience with the following items;
 - Data management and tracking system; including ADMS.
 - Ability to work with different accounting and tracking systems.
 - Communications systems.
 - Ability to mobilize recovery teams and full scale recovery efforts in a timely manner.
 - The removal of hazardous and special debris/waste.
 - Community relations (public meetings, public outreach, media, etc.)
 - Ability to establish, operate, and remediate DMS sites; including environmental and regulatory experience.
 - ◆ Proposer shall demonstrate their ability to be fully operational in providing all services required within 48 hours of initial notice to proceed, depending upon the service(s) requested.
 - ◆ Proposer shall detail their ability to maintain full operational capability (Minimum of 12 hours a day, seven days a week) for an extended period.
 - ◆ Proposer shall clearly indicate the scope of services to be performed by Sub-Vendors or other third parties hired by the Proposer.

TAB 4: Plan of Approach

- **Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.**

TAB 5: Financial Stability

- Proposer must demonstrate financial stability sufficient for the Evaluation Selection Committee to conclude Proposer has the financial ability to perform and support the required services proposed for the term of the contract and the financial resources and capabilities to assume extensive and large expenditures; including sufficient cash flow such as to not negatively impact staffing and resource levels through uninterrupted timely payment of Sub-Vendor's for the duration of a large scale extended recovery event.
- The Proposer must provide a statement of the Proposer's financial stability, including information regarding any current or previous bankruptcy proceedings.
- The proposer shall provide a listing of any penalties, fines, or settlements exceeding \$10,000.00 for any acts related to environmental regulations and levied by a state or federal agency during the past ten (10) years of providing debris management services.
- Proposer must provide a letter of bond-ability from your firm's Surety, on their letterhead or equivalent, specifying and confirming your firm's bonding capability. Letter of bond-ability provided by the awarded Vendor shall be held by the County and good for the entire duration of the contract.

TAB 6: Price Proposal

- Within Tab 5, the Proposer shall submit the Price Proposal Form containing the Schedule of Values as provided within the attached Excel Price Proposal Form. Proposer shall complete the attachment in its entirety, by providing all rates as requested within the worksheets identified as Categories A, B, and C.
- **Pricing submitted on the worksheet identified as Category A, *Core Services*, is the only pricing that will be utilized for evaluation purposes. However, pricing across all three worksheets will be contracted and shall remain firm for the duration of the contract, inclusive of any renewals.**
- **Vendor shall provide pricing for all line items within Category A - Core Services, to be considered for Award. Failure to do so may deem your firm as non-responsive.**
- The lowest Price Proposal of Category A will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points.
 - For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: $\$150,000.00 / \$160,000.00 = .9375$; $.9375 \times 25 = 23.4375$

TAB 7: Required Forms

- Forms 1- 11

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	EXPERIENCE and REFERENCES (TAB 1)	10
2	COMPANY RESOURCES: FACILITIES, EQUIPMENT & PERSONNEL (TAB 2)	20
3	COMPANY CAPABILITIES (TAB 3)	10
4	PLAN OF APPROACH (TAB 4)	25
5	FINANCIAL STABILITY (TAB 5)	5
6	PRICE PROPOSAL (TAB 6)	30
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Tuesday, March 5, 2024	N/A
Pre-Proposal Meeting	N/A	9:30 AM *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Friday, April 5, 2024	Prior to 2:30 PM
First Committee Meeting Short list discussion	Wednesday, April 24, 2024	TBD
Notify Shortlist Selection via e-mail	Friday, April 26, 2024	N/A
Final Scoring/Selection Meeting	Wednesday, May 8, 2024	TBD
Board Meeting	TBD	9:30 AM
Additional notes on Submission Schedule: <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i> <i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – Procurement Management.</i>		

End of Section

LEE COUNTY DOCUMENT MANAGEMENT FORM

For

RFP230596BJB – Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

These forms are required as indicated below and all required forms should be submitted with the Bidder's/Proposer's submission package. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Bid/Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey <i>*(Requested after opening of lowest Bidder only)</i>	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Sub-Contractor List	Required	
6	Public Entity Crime Form	Required	
7	Certification Regarding Lobbying	Required	
7a	Disclosure of Lobbying Activities	If applicable	
8	E-Verify Affidavit	Required	
9	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Required	
*	Proposal Label	Required	

It is the Bidder's/Proposer's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit required forms may deem your company as non-responsive.

FORMS DESCRIPTION & INSTRUCTIONS

REQUEST FOR PROPOSAL (NON-CCNA)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

<u>Form #</u>	<u>Title/Description</u>
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<i>1</i>	<i>Solicitation Response Form (Required)</i>
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<i>1</i>	<i>Solicitation Response Form (Required)</i> All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) as certification of this required information. Sample attached for your reference. Verify that all addenda and tax identification number have been provided.
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<i>1a</i>	<i>Price Proposal Form (Required)</i>
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<i>1a</i>	<i>Price Proposal Form (Required)</i> This form is used to provide itemization of project cost and a "Schedule of Values".
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<i>*</i>	<i>Business Relationship Disclosure Requirement (if Applicable)</i>
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<i>*</i>	<i>Business Relationship Disclosure Requirement (if Applicable)</i> Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <u>disclosure is applicable, the Bidder must request the form</u> entitled " <i>INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS</i> " (Required by § 112.313(12)(b), F.S.) to be completed and <u>returned with the Solicitation Response</u> . It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive. NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.
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<i>2</i>	<i>Affidavit Certification Immigration Laws (Required)</i>
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<i>2</i>	<i>Affidavit Certification Immigration Laws (Required)</i> Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.
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<i>3</i>	<i>Reference Survey (Required)</i>
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<i>3</i>	<i>Reference Survey (Required)</i> Provide this form to reference respondents. This form <u>will be turned in with the proposal</u> package.
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- | | |
|----------|--|
| <i>3</i> | <i>Reference Survey (Required)</i>
Provide this form to reference respondents. This form <u>will be turned in with the proposal</u> package.
<ol style="list-style-type: none"> 1. Section 1: Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is not the Bidder/Proposer's information.) 2. Section 2: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response. 3. The <u>reference respondent</u> should complete "Section 3." 4. Section 4: The reference respondent to print and sign name 5. Three (3) Reference responses are to be returned with the proposal package. 6. Failure to obtain reference surveys may make your company non-responsive. |
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<i>5</i>	<i>Sub-Contractor/Consultant List (If applicable)</i>
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<i>5</i>	<i>Sub-Contractor/Consultant List (If applicable)</i> To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.
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6 *Public Entity Crimes Form (Required)*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

7 *Certification Regarding Lobbying (Required)*

To be completed and returned by Vendor with submittal. Certifies that no Federal appropriated funds have been paid or will be paid by the Vendor any person for influencing or attempting to influence the awarding of a contract.

7a *Disclosure of Lobbying Activities (if applicable)*

To be completed and returned by the Vendor with submittal if applicable. Provides disclosure of lobbying activities.

8 *Immigration Law Affidavit Certification (E-Verify) (Required)*

To be completed and returned by the Vendor with submittal. Certifies that the Vendor is fully compliant with all immigration laws, comply with and provide proof of enrollment in E-Verify program.

9 *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Required)*

To be completed and returned by the Vendor with submittal. Certifies that the Vendor is not presently debarred, suspended, and ineligible or voluntary excluded from participating in this contract.

***** *Proposal Label (Required)*

Self-explanatory. Please affix to the outside of the sealed submission documents.

It is the Proposer's responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 4/5/2024

SOLICITATION IDENTIFICATION: RFP230596BJB

SOLICITATION NAME: Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals & Natural Creeks

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL _____

ADDRESS MUST MATCH SUNBIZ.ORG _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 **Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form 1 – Solicitation Form, Page 2

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS” (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer’s responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ **Business Relationship Applicable (request form)**

☐ **Business Relationship NOT Applicable**

- 4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE)
Proposer? If yes, please attach a current certificate.

☐

Yes

☐

No

**ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER,
WITNESSED AND SEALED (IF APPLICABLE)**

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative’s Title (printed or typed)

Authorized Representative’s Signature

(Affix Corporate Seal, if applicable)

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County’s Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 655555
 FBI/EIN Number 511111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address

555 N Main Street
 Your Town, USA 99999

Changed 02/11/2012

**Verify either Principal or Mailing
 address is on Form 1**

Mailing Address

555 N Main Street
 MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
 111 Registration Road
 Registration, USA99999

Name Changed:12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail**Name & Address**

Title P

President, First
 555 AVENUE
 Anytown, USA99999

Title V

President, Second
 555 AVENUE
 Anytown, USA99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018



PROCUREMENT MANAGEMENT DEPARTMENT PRICE PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: **RFP230596BJB – Disaster Recovery Services for Debris & Vegetation Removal**

From Waterways, Canals and Natural Creeks in Lee County

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete schedule. The Excel document contains 3 worksheets identified as Category A, Category B and Category C. All highlighted fields in green must be completed. Pricing submitted on the worksheet identified as Category A, *Core Services*, is the only pricing that will be utilized for evaluation purposes. However, pricing across all three worksheets will be contracted and shall remain firm for the duration of the contract, inclusive of any renewals. Estimated quantities provided are for evaluation purposes only and do not guarantee any amounts.

The Excel document provides formulas for convenience; however, it is the Proposer's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel documents(s).

REMINDER: In the event there is a discrepancy between the total proposed amount, or the extended amounts and the unit prices proposed, the unit prices will prevail, and the corrected sum will be considered the quoted price.

The County will only accept proposals submitted on the proposal form provided by the County. Proposals submitted on other forms, other than those provided by the County, will deem Proposer as non-responsive and ineligible for award. Proposers may not adjust or modify data provided within the Price Proposal Form. Proposals received with modified data may deem the Proposer as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid/Proposal Form with your hard copy submission packages and provided the excel version with your digital submission package.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP230596BJB**

SOLICITATION NAME: **Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals & Natural Creeks in Lee County**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: _____

Signature

Title

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:		_____		Bidder/Proposer:	
COMPANY:		_____		Due Date:	
PHONE #:		_____		Total # Pages: 1	
FAX #:		_____		Phone #: Fax #:	
EMAIL:		_____		Bidder/Proposer E-Mail:	
Section 2		Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:		_____			
Reference Project Name:		Project Address:		Project Cost:	
_____		_____		_____	
Summarize Scope:		_____		_____	
_____		_____		_____	
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3		Indicate: "Yes" or "No"			
1. Did this company have the proper resources and personnel by which to get the job done?		_____			
2. Were any problems encountered with the company's work performance?		_____			
3. Were any change orders or contract amendments issued, other than owner initiated?		_____			
4. Was the job completed on time?		_____			
5. Was the job completed within budget?		_____			
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		_____			
7. If the opportunity were to present itself, would you rehire this company?		_____			
8. Please provide any additional comments pertinent to this company and the work performed for you:		_____			
Section 4		Please submit non-Lee County employees as references			

Reference Name (Print Name) _____

Reference Signature _____

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

Company Name: _____

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>

Make as many copies of this sheet as necessary to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write “NONE” in the first “Type of Incident” box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Page Number: _____ Of _____ Total pages

Form 5 - Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

58

RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

(NOTARY PUBLIC)

My Commission Expires: _____

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor/Consultant's Authorized Official

Name & Title of Contractor/Consultant's Authorized Official

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

4040-0013

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
--	--	--

4. Name and Address of Reporting Entity:
☒ Prime ☐ SubAwardee
 * Name:
 * Street 1: Street 2:
 * City: State: Zip:
 Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

6. * Federal Department/Agency: 	7. * Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known: 	9. Award Amount, if known: \$

10. a. Name and Address of Lobbying Registrant:
 Prefix: * First Name: Middle Name:
 * Last Name: Suffix:
 * Street 1: Street 2:
 * City: State: Zip:

b. Individual Performing Services (Including address if different from No. 10a)
 Prefix: * First Name: Middle Name:
 * Last Name: Suffix:
 * Street 1: Street 2:
 * City: State: Zip:

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact, upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 * Signature:
 * Name: Prefix: * First Name: Middle Name:
 * Last Name: Suffix:
 Title: Telephone No.: Date:

Federal Use Only:

Authorized for Local Reproduction
 Standard Form - LLL (Rev. 7-87)

Form 8: E-Verify Affidavit

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with County Procurements where applicable. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by County personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by the County.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, _____
of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is
presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded
from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective
subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

**Cut along the outer border and affix this label to
your sealed solicitation envelope to identify it as
a “Sealed Submission/Proposal”.**

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP230596BJB
SOLICITATION TITLE:	Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals & Natural Creeks in Lee County
DATE DUE:	Friday, April 5, 2024
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	 (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL, 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



***Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY

RFP230596BJB
Disaster Recovery Services for Debris & Vegetation Removal
from Waterways, Canals and Natural Creeks in Lee County
Aftermath Disaster Recovery, Inc

E1 Contract # N/A – P.O.

**AGREEMENT FOR DISASTER RECOVERY SERVICES FOR DEBRIS &
VEGETATION REMOVAL FROM WATERWAYS, CANALS
AND NATURAL CREEKS IN LEE COUNTY**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Aftermath Disaster Recovery, Inc, a Texas corporation authorized to do business in the State of Florida, whose address is 1095 Willy Vester, Van Alstyne, TX 75495, and whose federal tax identification number is 46-3248226, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase disaster recovery services for the removal of debris & vegetation from waterways, canals and natural creeks in Lee County from the Vendor in connection with "Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP230596BJB on March 5, 2024 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on May 8, 2024; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Detailed Specifications Section of RFP230596BJB, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Additionally, Vendor shall provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits, and alike, as set forth in the Exhibit E, Project Funding Package, attached hereto and incorporated herein, which shall be inclusive of the original solicitation with Vendor's executed proposal documents, grant funding provision and addenda. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. RFP230596BJB, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an as needed basis for one (1), five (5) -year period. The effective date shall be June 18, 2024.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C.

These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel

have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.
- B. OPPORTUNITY TO CURE In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the

breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.

- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or
- 3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Melanie Corley
 Title: President
 Address: 1826 Honeysuckle Ln,
Prosper, TX 75078
 Telephone: 972-567-1489
 Facsimile: 972-587-1489
 Email: mkcorley@aftermathdisaster.com

County's Representative

Name: Mary Tucker
 Title: Procurement
Management Director
 Address: P.O. Box 398
Fort Myers, FL 33902
 Telephone: (239) 533-8881
 Facsimile: (239) 485-8383
 Email: mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. County's Purchase Order
 3. Solicitation
 4. Vendor's Submittal in Response to the Solicitation

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By:

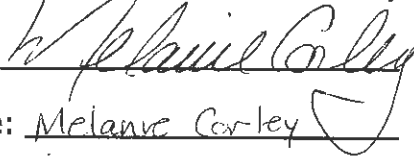
Print Name:


Ann Robert

AFTERMATH DISASTER RECOVERY, INC

Signed By:

Print Name:


Melanne Corley

Title: President

Date: 5/21/24

LEE COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

DocuSigned by:

Signed By:


Mike Greenwell

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Print Name:

Mike Greenwell

Title:

Chair

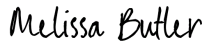
Date:

6/21/2024 | 10:52 AM EDT

**ATTEST:
CLERK OF THE CIRCUIT COURT**

BY:

DocuSigned by:


Melissa Butler

B72C163D219C464...

DEPUTY CLERK

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

BY:

DocuSigned by:


Joseph Adams

DCCCFDFED4580467

OFFICE OF THE COUNTY ATTORNEY

DS



EXHIBIT A

DETAILED SPECIFICATIONS

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide a variety of disaster recovery related services within waterways, canals and natural creeks located within Lee County, Florida. These services will be on an as-needed basis countywide with no work guaranteed. Not all tasks will be assigned for all events.
- 1.2. The Vendor shall furnish all the required equipment with operators, laborers, and superintendents to perform the work directed by the County's designated Project Manager. Work shall consist of the removal and proper disposal of debris (both vegetative and non-vegetative) from waterways, canals and creeks located within Lee County.
- 1.3. Services shall include but is not limited to the following:
 - Large and small scale debris removal;
 - Vegetative, construction and demolition debris removal;
 - Separation, demolition, staging and disposal work;
 - Damaged or undamaged marine property removal;
 - Tree trimming, stump grinding and removal; and
 - Open and operate Debris Management Site (DMS)
- 1.4. All work under this RFP shall be performed in accordance with FEMA rules and guidelines for federal reimbursements and with 2 CFR 200.318-326 as updated and where applicable.

2. DEFINITIONS

- **Vendor / Vendor / Firm** – The successful proposer(s)
- **Debris Monitoring Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** – Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, damaged or undamaged marine property, and personal property.
- **Marine property** – Docks and/or accessories (i.e., furniture, canopies or covers) and vessels and trailers that have been broken, destroyed, or displaced by a disaster; and have been found or placed within navigable and non-navigable waterways, canals and natural creeks.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **DMS** – Debris Management Site – A predetermined site location for either temporary staging or final destination.

3. VENDOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

- 3.1. The Vendor may be called upon throughout the contract to render services to assist the County with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters. Each year of this contract, the Vendor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre-event training of County's emergency management and recovery personnel at no additional charge to the County.

- 3.2. The Vendor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the Vendor shall provide trained administrative support, onsite management staff to work with County officials, field supervisors, operators, drivers, laborers, and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation.
- 3.3. The Vendor shall be responsible for knowledge and compliance with all federal, state, and local laws, rules, practices, and regulations. Upon execution of the agreement, the Vendor shall request from the County a copy of its currently approved debris management plan in order for the Vendor to familiarize themselves with the plan prior to an event.
- 3.4. No guarantee is expressed or implied as to the quantity or amount of services to be procured under this request for proposal; no work is guaranteed.

4. INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

- 4.1 When a disaster occurs or is imminent, the County will contact the firm(s) holding Disaster Recovery Services for Debris and Vegetation removal from Waterways, Canals and Natural Creeks in Lee County Contract(s) to advise them of the County's intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or located in waterways, canals and natural creeks, unless otherwise directed.
- 4.2 The County, upon contacting the Vendor, will issue a Notice to Proceed and work order assignment/task authorization. The issuance of the work order/task authorization will allow the Vendor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Vendor shall also begin coordination with County personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.
- 4.3 The Vendor shall have a maximum of 24 hours from notification to proceed by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another Vendor.
- 4.4 The Vendor shall be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations, including regulated hazardous waste. County will determine the primary location of the reduction and disposal sites in consultation with Vendor. Additional sites may be utilized as directed and/or approved by County.
- 4.5 For "Event Types" that require Temporary Debris Staging and Reduction Sites (DMS) the Vendor shall be available for technical assistance to assist the County in determining which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task, the result will be a map of the various sites and a basic operation plan for each site.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL VENDOR

- 5.1 The County's Debris Monitoring Consultant and/or County Staff provide inspection, engineering, and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Vendor and the Consultant is crucial to the success of the response operation. Therefore, the Vendor shall be capable of working with different accounting and tracking systems.
- 5.2 Prior to the beginning of each hurricane season, the Vendor shall meet with the County and the Debris Monitoring Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually or may be included as part of the required training day.

6. SCOPE OF WORK

6.1. Vendor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris within waterways, canals and natural creeks; and shall be provided in accordance with the Standards of Performance as set forth in Section 8. Emergency push, debris removal and demolition of structures will be limited to:

- a) That which is determined to eliminate immediate threats to life, public health, and safety;
- b) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
- c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated within waterways, canals and natural creeks, as may be directed by County. Contracted services shall only be performed when requested and as designated by County via task order.

The Vendor shall load and haul the debris from within the legal boundaries of the County to a final disposal location defined by the County, or to Debris Management Site (DMS) site(s) and as specified by the County and set out in Section 9.7 of this Contract.

Furthermore, the Vendor shall provide services as necessary to assist in the event of any Local, State, or Federal State of Emergency is declared.

6.2. **Emergency Push / Clearance:** If directed by the County, the Vendor shall accomplish the cutting, tossing and/or pushing of debris from the primary waterways, canals and / or natural creeks, as identified by and directed by County to eliminate immediate threats to life, public health and safety. This operational aspect of the scope of services shall be for the first 70 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 8.2. Once this task is accomplished, the following additional tasks shall begin as required.

6.3. **Waterways, Canals and Natural Creeks:** The Vendor shall remove all debris from waterways, canals and natural creeks when directed to do so by County. The Vendor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 9.3.

6.4. **Right-of-Entry (ROE) Removal (*if Task Authorized by County*):** The Vendor shall exercise due diligence in removing ROE debris from private property, as authorized and directed by the County. The Vendor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, , etc.). Vendor shall exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but the County does not warrant that all utilities will be located before debris removal operations begin, nor does Vendor warrant that utility damages will not occur as a result of properly conducting Contracted services.

6.5. **Marine Property Removal (*if Task Authorized by County*):** The Vendor shall remove marine property designated for removal by and at the direction of County, in a timely manner as determined by County, to be hauled off to a designated DMS to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

6.6. **Private Property Waivers:** The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from waterways, canals and natural creeks.

31 RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

- 6.7. **Disaster Recovery Technical Assistance:** The Vendor shall provide Disaster Recovery Technical Assistance, to officials within County and designated staff members, to assist a local government with guidance and consultation on all aspects of the recovery process.
- 6.8. **Vegetative Debris Reduction:** Vegetative debris reduction shall only take place by the Vendor if they have opened and are currently managing a Debris Management Site (DMS) as requested by the County. Vegetative debris reduction shall be performed in accordance with section 9.7 of this agreement. Otherwise, no reduction of vegetative debris collected from waterways, canals and natural creeks shall be performed by the Vendor. Vegetative debris shall be hauled directly to a County authorized Debris Management Site (DMS).
- 6.9. **Construction and Demolition (C&D) Debris Removal:** Vendor shall collect, consolidate, and remove C&D debris to a location designated by the County. The production rate of this effort will be determined by the County and will be based on the volume of C&D estimated. The production rate should be similar to the vegetation rate.
- 6.10. **Construction and Demolition (C&D) Debris Recycling & Reduction:** When directed, the Vendor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process shall be used to reduce the final cost to the County. The Vendor is responsible for the handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc., as identified by the County. Items shall be hauled off to a designated DMS to be disposed of in accordance with all applicable Federal, State and local laws, standards and regulations.
- 6.11. **Specialized Crews:** If requested by the County, the Vendor shall provide a dedicated crew to collect specific debris (i.e., hazardous waste) that cause health and safety issues, from waterways, canals and natural creeks.

7. PERFORMANCE OF SERVICES

- 7.1. **Description of Service:** Vendor agrees to perform Contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship shall be acceptable. Services, equipment, and workmanship not conforming to the intent of Contract or meeting the approval of County may be rejected. Replacements and/or rework, as required, shall be accomplished at no additional cost to the County.
- 7.2. **Cost of Services:** Vendor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.
- 7.3. **Sub-Contractor(s):** Vendor may utilize the services of Sub-Contractors and shall be responsible for the acts or omissions of its Sub-Contractors to the same extent Vendor is responsible for the acts and omissions of its own employees. Vendor shall ensure that all its Sub-Contractors have and carry the same major provisions of this agreement and that the work of their Sub-Contractors is subject to said provisions. Nothing contained in this agreement shall create any contractual relationship between any Sub-Contractor and County. Vendor shall supply the names and addresses of Sub-Contractors and materials suppliers when requested to do so by County.

8. STANDARDS OF PERFORMANCE

- 8.1. **Vendor Representative:** Vendor shall have a knowledgeable and responsible representative report to County's designated Contract representative within 24 hours of an issued Notice to Proceed. The Vendor's representative shall have the authority to implement all actions required to begin the performance of contracted services as required by this agreement. A Vendor representative shall remain locally during the duration of recovery efforts

and be readily available to routinely meet with the County contract administrator. The Vendor shall also provide reports on debris removal operational progress as requested.

8.2. Mobilization: The Vendor shall have sufficient equipment and forces in Lee County within 4 days of “notification to proceed” to begin removal operations. Additional resources may be required to meet the debris activities based on the scope and impact of the event. Adjustments to these minimums may be approved by the County based on the size and scope of the disaster event.

8.3. Time to Complete: The Vendor shall use all efforts to complete all work directed under this Contract as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the County. County will direct the scope and nature of the work to be performed once the extent of damage has been determined.

8.4. Completion of Work: The Vendor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor and all DMS mitigation and damages by Vendor have been resolved.

9. GENERAL RESPONSIBILITIES

9.1. County Obligations: The County will furnish all information and documents necessary for the commencement of contracted services, including a written Notice To Proceed. A representative will be designated by County to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed.

County will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Vendor may assist County with the development of debris management PSAs, if so requested.

9.2. Supervision by Vendor: Vendor shall supervise and/or direct all contracted services performed by its employees, agents and Sub-Vendors. Vendor is solely responsible for all means, methods, techniques, safety, and other procedures. Vendor shall employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Vendor. All communications given to the supervisor by County’s authorized representative shall be as binding as if given to Vendor. Multiple work sites shall require equal supervision as outlined above. Vendor must ensure that sufficient supervision is provided to manage multifaceted debris management operations that may include projects that require separate coordination, tracking, and documentation; additional supervision and/or project management staff shall be provided if requested by the County for these projects.

9.3. Damages by Vendor: Vendor shall be responsible for conducting all operations, in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Vendor shall also be responsible for any damages due to the negligence of its employees and Sub-Vendors. Should any property be damaged due to negligence on the part of Vendor, the Vendor shall repair damages promptly and at no additional cost to the County; repairs must be sufficient and a release from claim of damage must be signed by the parties involved. If repairs are not made promptly or sufficiently as to obtain the signed release from claim, the County may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Vendor for the damages or withhold funds due to the Vendor. County shall make the determination of whether “negligence” has occurred. Vendor shall respond to all damage complaints within 48 hrs. of receipt and maintain a Damage Log tracking all damage complaints including date and point of contact, proposed resolution, status of repairs or settlement, and date of documented release. Vendor shall review this list with the County’s designated Project Manager a minimum of weekly and provide copies of all releases. All Vendor damages must be resolved prior to project closeout unless otherwise agreed to by County. If at any time the damage list exceeds 25 open claims

without scheduled repairs or at the discretion of the County, the Vendor shall provide, at no additional cost to the County, a dedicated staff member to resolve damage claims.

9.4. Vendor's Duty Regarding Other Vendor(s): Vendor acknowledges the presence of other Vendors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

9.5. Vendor's Ownership of Debris: Unless otherwise directed by County, All debris, including regulated hazardous waste, shall become the property of Vendor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods, and household solid waste. Disposal costs at Non-County managed disposal locations shall be passed through to the County without mark-up on the monthly invoices.

9.6. Vendor's Disposal of Debris: Unless otherwise directed by County, Vendor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Vendor. Additional sites may be utilized as directed and/or approved by County.

9.7. Debris Management Site (DMS):

At the County's discretion and upon request, the Vendor may be required to open a Debris Management Site (DMS) for the proper disposal of debris (both vegetative and non-vegetative) from waterways, canals and creeks located within Lee County. Upon notification by the County, the Vendor shall be required to coordinate and perform the following services associated with this task:

9.7.1. Site Setup: Prior to beginning operation at a debris management site, the condition of the site shall be photographed, or video recorded by the Vendor and its condition documented and agreed upon by the County, Vendor, and Property Owner if applicable. As directed by County, baseline environmental assessments shall be performed and supplied for County review. Site setup shall be completed by the Vendor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials if determined necessary to provide for safe access to the site, costs for these materials shall be a pass-through cost without mark-up.

9.7.2. Site Operation: Debris shall be stored in accordance with all federal, state, and local regulations. Fire lanes and adequate access shall be provided. Debris reduction activities shall be performed at each DMS as to maintain the safe and efficient operation of the site.

9.7.3. Site Remediation: Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Vendor shall be responsible for any damages pursuant to section 9.3.

9.7.4. Site Security: Vendor shall supply twenty-four (24) hours per day security for the DMS sites to ensure unlawful or unauthorized dumping of debris does not occur. Unauthorized debris shall become the responsibility of the Vendor and must be disposed of lawfully and without additional costs to the County.

9.7.5. Designated Locations and Sites: The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Lee County will designate the DMS to be activated. The County will select these sites, at the beginning of each hurricane season.

9.7.6. DMS Preparation, Maintenance, and Operation of DMS:

The preparation, maintenance and operation of the designated DMS facility is entirely the Vendor's responsibility.

Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The Vendor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

If needed, additional Vendor identified DMS sites may be considered for approval by the County. Lease agreements, between the Vendor and the property owner, for these properties may be executed by the Vendor with approval from the County. Management of these sites shall be subject to all terms outlined in this document, including but not limited to DMS management, environmental controls, and site remediation.

9.7.7. DMS Debris Removal Operations Plan and Environmental Protection Plan:

Vendor shall provide within 3 days of notification to open a site. Vendor shall provide a generic site management plan. Once the debris management site is selected for use, the VENDOR shall provide a Site Management Plan. This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans shall include pre and post video and other checklists to assure proper management of the site. Vendor shall submit three (3) copies of the plan. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

- Access to site
- Site preparation -clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, Vendor work area, and inspection tower
- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
- Location of existing structures or sensitive areas requiring protection
- Restoration of Site

9.7.8. Debris Processing and Classification: All debris shall be processed in accordance with local, state and federal law, standards, and regulations. Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated by common waste material classifications; e.g., vegetative debris, construction and demolition debris, recyclable debris, white goods, hazardous waste, etc.

9.7.9. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the County is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

9.7.10. Debris Disposal:

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process shall be in accordance with all applicable Federal, State, and local laws, standards, and regulations. Unless otherwise directed by the County, the Vendor shall be responsible for paying all landfill tipping or disposal fees and provide all scale tickets or other related & required documentation to the Debris Monitoring Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.

Tipping or Disposal Fees at Final Disposal Sites shall be passed through to the County at cost without mark-up or escalation.

Unless otherwise notified, Tipping or Disposal costs for debris disposed of at approved County owned and operated Final Disposal Sites, shall be the responsibility of the County; in lieu of pass-through debris disposal costs. Disposal fees shall be the normally posted gate fees and be reconciled against load and scale tickets in the same manner as Vendor paid disposal fees. Tipping fees for debris from ineligible work, not approved by the County, shall be the responsibility of the Vendor and deducted from the invoice.

9.7.11. Debris Monitoring Assistance:

Assistance to the Debris Monitoring Consultant by the Vendor shall include, but is not limited to the following:

- Monitoring multiple Vendors and multiple trucks delivering materials to the DMS.
- Verify that each truck that delivers to the DMS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.
- Photograph of each loaded truck bed and attach photograph to truck's manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the DMS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the DMS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by County personnel, e.g., conduct final inspections and issue closeout reports.

10. SCOPE OF SERVICES

10.1. **Geographic Assignment:** The geographic boundary for work by Vendor's crews shall be only as directed by County and will be limited to properties located within the County's jurisdictional boundaries. Collection activities shall be monitored, and crews shall be responsible for providing detailed information of collection locations as requested.

10.2. **Multiple, Scheduled Passes:** Vendor shall make complete scheduled passes at the direction of County and/or unscheduled passes of each area impacted by the storm event. County shall direct the interval timing of all passes. Passes shall be complete only when County deems they meet the definition outlined in section 8.4. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.

10.3. **Operation of Equipment:** Vendor shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed, i.e., chain link fencing, etc. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Vendor or its representative shall be the Vendors responsibility and repaired at no additional cost to the County as outlined

in section 9.3. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 6.4 of this Contract.

- 10.4. Certification of Load Carrying Capacity:** Vendor shall submit to the County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. This report shall be maintained, updated, and provided to the County whenever equipment is added or deleted.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by County, County's Debris Monitoring Vendor, and Vendor representatives at a County designated location. A standard measurement form certifying actual physical measurements of each piece of equipment, including side boards and deductions shall be an attachment to the certified reports submitted to County.

Each vehicle shall be measured for cubic yard capacity. Each vehicle shall have one numbered certification form prepared with a written description of the measurements, detailed diagram showing the overall inside dimensions, the dimensions of any and all, side boards, and/or deductions, and photograph attached. Deductions, such as doghouses, slant plates, etc. shall be shown as a deduction from the total cubic yards. Example: Measure and diagram length times Width times Height divided by 27= Total CY. Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that shall be certified on the certification form and the placard placed on the vehicle. Certification forms shall be in triplicate, sequentially numbered and verified by a County representative. County shall retain the original certification copy, the Vendor shall retain the second copy, and the third copy shall remain in the certified vehicle.

Any changes to the equipment size or capacity (i.e., adding or removing sideboards, tailgates etc.) shall require it to be recertified. This new certification shall be attached to the original certification and documented as to when and/or why recertification was required and occurred. Any vehicle may at any time be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity shall be reflected on any previous loads and reconciled as such. Digital copies of truck certifications, forms, and photographs may be used in place of hard copies when applicable technologies are both available and if conform with and are compatible with an approved ADMS used by the debris monitoring Vendor.

- 10.5. Vehicle Information:** The maximum load capacity of each hauling vehicle shall be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 shall be rounded down and decimal values of .5 through .9 shall be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed shall be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Vendor name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling shall have and use a County / Vendor-approved tailgate. A complete list of all certified vehicles with total adjusted CY information including details of tailgates, sideboards, and deductions shall be supplied, maintained, and updated by the Vendor when any changes occur at all DMS sites.
- 10.6. Security of Debris during Hauling:** Vendor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Vendor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction or vertically above FDOT maximum height requirements; tailgates must be closed. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Vendor shall regularly survey the primary transportation routes used by Vendor & its subs and recover fallen or blown debris from the roadway(s).
- 10.7. Traffic Control:** The Vendor shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Vendor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) (see <http://mutcd.fhwa.dot.gov> OR other appropriate address for manual). Vendor shall

37 RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

provide sufficient signage, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

- 10.8. **Workdays/Hours:** The Vendor may conduct debris removal operations 30 minutes prior to and 30 minutes after the published sunrise/sunset, seven (7) days per week unless prohibited by ordinance. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to workdays and/or work hours shall be as directed by County following consultation and notification to Vendor.
- 10.9. **Marine Property:** The Vendor shall remove and lawfully dispose of docks and/or accessories such as furniture and canopies or covers, vessels and trailers, broken, destroyed, or displaced by a disaster, found or placed within navigable and non-navigable waterways, canals and natural creeks. Vendor shall provide for proper notification and disposal of all registered vehicles in accordance with local, state, and federal regulations, ordinances, and alike.
- 10.10. **Work Safety:** The Vendor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Vendor shall provide such safety equipment, training, and supervision as may be required by County and/or other governmental regulations. Vendor shall ensure that its subcontracts contain a similar safety provision.
- 10.11. **Inspection and Testing:** All debris shall be subject to inspection by County and other public authorities to ensure compliance with Contract, applicable federal, state, and local laws, and in accordance with generally accepted standards of emergency management professionals. The County or its representatives will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.
- 10.12. **Retention of Collection Equipment:** The Vendor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project in accordance with the collection rates established herein or as approved by County to complete the final stages of the project within the established timelines. Collection equipment shall remain in force until the debris collection is complete or when determined by County and Vendor to be adequate to complete the recovery effort. Equipment leaving the County prior to completion of the recovery effort shall be replaced with equal or better equipment. Unless the County determines that downsizing of the operation is warranted.
- 10.13. **Chainsaw Crews:** Crews shall work only as directed by task order by the County; the number of crewmembers and scope of work to be performed shall be outlined in the task order. Following the initial cut and toss phase of the project, chainsaw crews must be monitored by the County's debris monitoring firm. Unauthorized work shall not be paid for. Detailed invoices consisting of at a minimum the number of crewmen, hours worked, location, and description of work performed shall be submitted with the monthly invoice.
- 10.14. **Hazardous Trees:** Hazardous Trees are to be removed if the condition was caused by the disaster, it is an immediate threat to health and safety, and has a diameter breast height of six inches (6") or greater, and one of the following criteria is met:

- More than 50% of the crown is damaged or destroyed; or
- The trunk is split, or it has broken branches that expose the heartwood of the tree; or
- It is leaning at an angle greater than 30 degrees

Trees determined to be hazardous and that have less than 50% of the root-ball exposed should be cut flush at ground level.

FEMA policy for documentation shall be followed but at a minimum the following minimum documentation must be obtained for each hazardous tree prior to its removal:

- Photographs and GPS coordinates that establish the location is in a waterway, canal or natural creek
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County or designated Debris Monitor, written authorization shall be given to the Vendor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

10.15. **Hanging Limbs:** Limbs, authorized as eligible for reimbursement by the County must be:

- Located in a waterway, canal or natural creek
- Greater than two inches (2") in diameter at the point of breakage
- Still hanging in a tree and threatening a public use area

FEMA policy for documentation shall be followed but at a minimum the following documentation must be obtained for each hanging limb that is removed:

- Photographs and GPS coordinates that establish the location is in a waterway, canal or natural creek
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County or County designated debris monitor, written authorization shall be given to the Vendor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

10.16. **Hand Loaded Collection Equipment:** Hand load trucks, trailers or equipment are discouraged, and shall be used only in areas where typical collection equipment cannot access and only with prior written authorization of the County. These "hand loaders" must remove all eligible debris as outlined in section 8.4. All Vendor equipment must be capable of self-unloading. Equipment that must be unloaded by hand or requires assistance from operator at DMS site shall not be permitted to dump at DMS sites.

10.17. **Dead Animals:** Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the Vendor to remove and lawfully dispose of under this contract.

11. REPORTS, CERTIFICATIONS, and DOCUMENTATION

11.1. **Accountable Debris Load Forms:** County and Vendor shall, after reconciliation, accept the serialized copies of the debris reporting tickets or approved ticket data base as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by County representative. The serialized ticketing system (paper or approved electronic) will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station. These tickets/data base shall be used as the basis of any electronic generated billing and/or reports.

- If requested, the Vendor shall provide, minimum 4 part carbon copy, debris load tickets for use through the recovery operations.
- All debris collection and disposal information required by FEMA or other regulations must be documented on each load ticket
- The Vendor shall submit all original load tickets to the County

At the option and request of the County, the Vendor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

An approved and auditable electronic debris ticket database, established through the use of an approved ADMS provided by the County's debris monitoring Vendor, may be used in place of serialized copies of the debris reporting tickets. In this event, load tickets shall be replaced by ADMS generated receipts or reconciled electronic database where applicable.

11.2. Reports: Vendor shall submit periodic, written reports to County as requested or required, detailing the progress of debris removal and disposal. These reports shall include, but are not limited to:

- 11.2.1. Daily Reports:** Daily reports shall detail the locations where passes for debris removal were conducted; the quantity of debris (by type) removed and disposed of; the total number of personnel crews engaged in debris management operations; and the number of grinders, chippers and mulching machines in operation. Vendor shall also report and provide regular repair progress updates of any damages to private property caused by the debris operation or damage claims made by citizens and such other information as shall be required to completely describe the daily conduct of Vendor's operations.
- 11.2.2. Weekly Summaries:** A summary of all information contained in the daily reports as set out in Section 11.2.1 of this Contract or in a format required by County.
- 11.2.3. Report Delivery:** The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by County in consultation with Vendor.
- 11.2.4. Final Project Closeout:** Upon final inspection and/or closeout of the project by County, Vendor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to County. Vendor shall provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for County and/or other government entity. Report shall include a section detailing any private property damages or claims, the satisfaction of these claims, as well as the status of any outstanding claims that require further action by the Vendor.
- 11.2.5. Additional Supporting Documentation:** Vendor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Vendor as may be required by County and/or other governmental entity to support requests for debris project reimbursement from external funding sources.
- 11.2.6. Report Maintenance:** The Vendor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Vendor shall maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.
- 11.2.7. Contract File Maintenance:** The Vendor shall maintain this Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of the County, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. The County may unilaterally cancel this contract for refusal to comply with this provision.

12. PRICING AND PAYMENTS

12.1. Schedule of Values

- 12.1.1. Category A – Core Services** includes pricing for debris removal; debris processing; debris disposal; hazardous limb removal; and storm damage tree removal.

40

RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

12.1.1.1. Unless specifically assigned to a line item, the following notes are defined and assigned to Category A of the Schedule of Values:

- Note 1 - Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. Tipping fees at final disposal site(s) shall be the responsibility of the Vendor and passed through to the County without mark-up, unless approved otherwise. See section 9.7.10. within scope of services for disposal at County Owned and Operated disposal sites.
- Note 2 - For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage shall begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost shall be applied to each ticketed out of county load and be applicable to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
- Note 3 - For a multi-year contract, the prices shown in Category A will be adjusted and applied every corresponding year on the anniversary date of the Contract, up to the fifth year.
- Note 4 – Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.
- Note 5 – Includes comprehensive management of all debris site activities, including grubbing and establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.7 in the scope of services for more detail.
- Note 6 – All items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including Appendix G, FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility as provided by the Public Assistance Debris Management Guide FEMA-325 / July 2007 or as amended.

12.1.2. Category B – Specialized Labor and Work Crews includes pricing for specialized labor; work crews (typical crew makeup for “first 70 hours of operation”); and additional laborers.

12.1.2.1. Unless specifically assigned to a line item, the following notes are defined and assigned to Category B of the Schedule of Values:

- Note 1 - For a multi-year contract, the prices shown in Category B will be adjusted and applied every corresponding year on the anniversary date of the Contract, up to the fifth year.

12.1.3. Category C – Equipment includes pricing for equipment used while performing disaster recovery services.

12.1.3.1. Unless specifically assigned to a line item, the following notes are defined and assigned to Category C of the Schedule of Values:

- Note 1 - For a multi-year contract, the prices shown in Category C will be adjusted and applied every corresponding year on the anniversary date of the Contract, up to the fifth year.

- 12.2. **Billing Cycle:** The Vendor shall invoice County on a 30-day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps shall support all invoices. Electronic copies of supporting documentation may be used if approved by the County.
- 12.3. **Ineligible Work:** The Vendor will not be paid for the removal, transportation, storage, reduction and/or disposal of any materials or stumps that were determined by County and/or other government entity as ineligible debris and for which the Vendor was not formally authorized to perform by the County.
- 12.4. **Eligibility Inspections:** The Vendor and the County or its representatives shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris as determined within this Contract.
- 12.5. **Eligibility Determinations:** If any load is determined to contain material that does not meet the definition of eligible debris, e.g., debris collected from private property or not at the request of the County or its representatives, the load shall be directed to an alternate disposal or processing facility. No payment will be approved, and the Vendor shall not invoice the County for ineligible loads. County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.
- 12.6. **Unit Price/Service Negotiations:** Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices within this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between the County and the Vendor and subject to the review of the government.
In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the schedule of values and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.
- 12.7. **Specialized Services:**
 The Vendor may invoice County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under within this Contract. Additional specialized services will only be performed when directed by the County. The rate for specialized services shall be in accordance with the rates provided in the Schedule of Values. Items not included shall be negotiated and shall be fair and reasonable as determined by the County.

End of Detailed Specifications

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) five-year (5) period.

2. FEMA REIMBURSEMENT

- 2.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. The Vendor shall comply with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications, as applicable.

3. COST BREAKDOWN NOTICE

- 3.1. Upon request of the County, the Vendor may be expected to provide a proposal or fee that includes a detailed cost breakdown including General and Administrative Expenses, Overhead, and Profit rates, if requested by the County. The Vendor must advise if audited rates are available and shall provide such rates and documentation for use in negotiation and Cost Analysis if such method is used. The Vendor shall provide fee and cost breakdown supporting documentation where and as requested by the County.

4. LOCAL VENDOR PREFERENCE EXCLUSION:

- 4.1. Local Vendor Preference Ordinance has been waived for this solicitation and any and all references contain herein are non-applicable to this solicitation and subsequent contract and/or purchase order(s).

5. PAYMENT BOND

- 5.1. The County reserves the right to require the Vendor to furnish to the County, a payment bond after a Notice to Proceed has been issued by the County, but prior to the commencement of operations by the Vendor. Payment Bond shall be in an amount equal to the value established within an issued Work Order or Work Authorization, which shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all Sub-Vendors, materials, and laborers. If the value of the contracted work increases, the Vendor shall be required to provide an updated Payment Bond in an amount equal to the new value.

6. CONDUCT

- 6.1. The Vendor's officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner whenever conducting County business. All aspects of the Vendor's performance, including complaints received from the public, may impact the County's decision to renew or terminate this Agreement in accordance with the provision contained herein. The Vendor shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

End of Special Conditions



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
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www.leegov.com/procurement

Posted Date: March 26, 2024

Solicitation No.: RFP230596BJB

Solicitation Name: Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. REVISED PRICE PROPOSAL FORM

The Price Proposal form has been updated and a revised Price Proposal form has been uploaded to the solicitation webpage on the Lee County Procurement website.

Please ensure that your firm has downloaded the revised Price Proposal form and have been able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the revised Price Proposal form needs to contact the Procurement Analyst for this project at their earliest convenience. Do not wait until submission day to download. Procurement is not required to extend a closing due to Vendor delay or difficulty in receipt of download of documents.

Proposers MUST use the Addendum 1 Revised Price Proposal Excel Form when submitting their proposal. Failure to do so will result in Proposer being deemed non-responsive and therefore ineligible for award.

2. REVISIONS

Section 2 – Definitions

- Marine Property – Docks and/or accessories (i.e., furniture, canopies, or covers) ~~and vessels and trailers~~ that have been broken, destroyed, or displaced by a disaster; and have been found or placed within navigable and non-navigable waterways, canals, and natural creeks.

Section 6.10 – Construction and Demolition (C&D) Debris Recycling & Reduction: When directed, the Vendor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process shall be used to reduce the final cost to the County. The Vendor is responsible for the handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes (i.e., paint, chemicals) etc., as identified by the County. Items shall be hauled off to a designated ~~DMS~~ **final disposal site** to be disposed of in accordance with all applicable Federal, State and local laws, standards and regulations.

Section 10.9 – Marine Property: The Vendor shall remove and lawfully dispose of docks and/or accessories such as furniture and canopies or covers, ~~vessels and trailers~~, broken, destroyed, or displaced by a disaster, found or placed within navigable and non-navigable waterways, canals and natural creeks. ~~Vendor shall provide for proper notification and disposal of all registered vehicles in accordance with local, state, and federal regulations, ordinances, and alike.~~ Removal of registered vehicles (vessels and trailers) will be performed under a separate contract.

QUESTIONS/ANSWERS

1.	There does not appear to be a line item in the price schedule for hauling reduced debris from the DMS to Final disposal. Does the County intend to add a line item for this scope of work?
Answer	Line A1-12 has been added to incorporate the removal and hauling of reduced debris from the Debris Management Site (DMS) to the Final Disposal Site. The revision has been applied to the Addendum 1 Revised Price Proposal Form provided with this addendum.

2.	Line item A1-8 has a unit of measure of “LB”, please confirm this is the correct unit of measure.
Answer	Line item A1-8 has been revised to reflect a unit of measure of CY. The revision has been applied to the Addendum 1 Revised Price Proposal Form provided with this addendum.

3.	Line Item A1-9 for “Marine Property”, is defined in the solicitation as “ <i>Docks and/or accessories (i.e., furniture, canopies or covers) and vessels and trailers that have been broken, destroyed, or displaced by a disaster; and have been found or placed within navigable and non-navigable waterways, canals and natural creeks.</i> ” However, The unit of measure is per “unit” which is very vague. Base on the definition of “marine Property” the contractor is being asked to provide a unit rate which would be the same payment for dock furniture as a 50’ vessel. We highly recommend this line item be better defined or separated.
Answer	The definition of “Marine Property” has been revised to remove vessels and trailers. See Item # 2 – Revisions within this addendum. They are considered titled property and there is a separate process from this contract that must be adhered to before their removal. Removal of registered vehicles will be performed under a separate agreement from this one. The unit of measure within Line Item A1-9 has been changed to CY. The revision has been applied to the Addendum 1 Revised Price Proposal Form provided with this addendum.

4.	Please confirm the price for hazardous limbs and trees is a “cut and drop” price and the resulting debris would be hauled under the CY rates.
Answer	Yes. The price for hazardous limbs and trees is a “cut and drop” price and the resulting debris would be hauled under the CY rates.

5.	We do not see a line item for E-waste removal of HHW (Household Hazardous Waste), this would appear to be a gap in scope, does the County intend to add lines items for these scopes?
Answer	Line A1-11 has been added to incorporate the removal of Household Hazardous Waste to the Final Disposal Site. The revision has been applied to the Addendum 1 Revised Price Proposal Form provided with this addendum.

6.	On Line item A1-9 : Marine Property: The county defined Marine Property as "Docks and/or accessories (i.e., furniture, canopies or covers) and vessels and trailers that have been broken, destroyed, or displaced by a disaster." Could the county separate vessels and allow them to be bid per linear foot per industry standards?
Answer	See the answer to question # 3.

7.	There is some confusion as to where the Price Proposal Form with Pricing A, B and C should be in the proposal. In the submittal requirements & evaluation criteria on page 46, the RFP indicates that pricing should be included in Tab 6, however the language in that paragraph states it should be in Tab 5, and on page 49 the Price Proposal Form is listed as a required form to be included within Tab 7. Can you please clarify what Tab the Price Proposal Form should be in?
Answer	The Price Proposal form has been revised. See the attachment to this addendum. The Addendum 1 Revised Price Proposal Form A, B, and C shall be completed and placed within the Price Proposal Section of your submittal (Tab 6).

8.	Is a page limit exempt Table of Contents allowed below the Cover Page before Tab 1?
Answer	A Table of Contents is acceptable and would not count toward the 30-page restriction.

9.	Are licenses and permits exempt from the page count?
Answer	No licenses or permits have been requested.

10.	Is the Letter of Bondability exempt from the page count since it is a required form?
Answer	The Letter of Bondability is exempt from the 30-page restriction.

11.	Would the County consider increasing the page limit to allow room for a detailed answer to each required section?
Answer	The County feels that the 30-page restriction is satisfactory for what is being asked for.

12.	Referring to sections 1, 2, & 3 of the price schedule. I'm asking if the debris generated from hazardous tree and limb removal items will be hauled off using the main vegetation debris removal item or will the tree and limb removal items be all inclusive of the haul? Typically the tree and limb items are for the cut only.
Answer	See the answer to question # 4.

11.	Can the county please provide the bid tabulations from the 2019 bidding cycle? The RFP number was RFP190405BAG.
Answer	There are no bid tabulations to view for RFP190405BAG, as this was solicited as an Request For Proposals, not a bid. To view all documents related to the current contracts, including the pricing within those contracts and their amended amounts, please go to the following Lee County webpage link: https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5335&fn=Project2019-07-30T14 52 59.xml

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Boehs

 Brian Boehs
 Procurement Analyst Direct Line: 239-533-8887
 Lee County Procurement Management



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www.leegov.com/procurement

Posted Date: April 1, 2024

Solicitation No.: RFP240596BJB

Solicitation Name: Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. OPEN DATE / BID DUE DATE EXTENSION NOTICE:

FROM: April 5 2024 at 2:30 PM

TO: April 11, 2024 at 2:30 PM

Bidders must ensure they continue to monitor the Lee County Procurement website for any follow-up information regarding this solicitation.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Bochs

Brian Bochs
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Lee County Procurement Management



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www.leegov.com/procurement

Posted Date: April 3, 2024

Solicitation No.: RFP240596BJB

Solicitation Name: Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	Page 11 states the contract term is for 3 years. Page 17 states it is a 5 year term. Which is correct?
Answer	See page 17, Special Conditions, Section 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an “as needed basis” for one (1) five-year (5) period.

2.	There is a huge difference between debris removal using land-based equipment and having to use marine- based equipment. Would the County consider adding separate line items for each method?
Answer	The County does not make the determination as to what means and methods are used by the Vendor for debris removal.

3.	The Document Management form on p.48 states Reference Surveys are post award, however, p.49 states the form will be returned with the proposal package. Which is correct?
Answer	The three reference surveys shall be submitted with the proposal package.

4.	Can you please clarify whose responsible for disposal fees on RFP230596BJB- Disaster Recovery Services?
Answer	See Section 9.7.10 on page 35 of the solicitation. The Vendor shall be responsible for paying all landfill tipping or disposal fees. Tipping or disposal fees shall be passed through to the County at cost without mark-up or escalation.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Brian Bochs

Brian Bochs

Procurement Analyst Direct Line: 239-533-8887

Lee County Procurement Management

EXHIBIT B

FEE SCHEDULE

The Vendor is the Primary Vendor for services. The County shall contact the Primary Vendor first for services as detailed within the Scope of Work and Specifications. If the Primary Vendor is unable to fulfill the need or meet the timeline required, the County may contact the Secondary Vendor. Products and Services are to be charged in accordance with the unit price provided below.

PRIMARY VENDOR FOR THE FOLLOWING ITEMS:

<i>RFP230596BJB - DISASTER RECOVERY SERVICES for DEBRIS & VEGETATION REMOVAL from WATERWAYS, CANALS AND NATURAL CREEKS IN LEE COUNTY</i>							
<i>CATEGORY A: CORE SERVICES</i>							
<i>SECTION 1: DEBRIS REMOVAL, PROCESSING AND DISPOSAL</i>							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
A1-1	Debris Removal from Waterways / Canals / Natural Creeks and Hauling to Debris Management Sites (DMS)	CY	\$79.90	\$81.50	\$83.00	\$84.65	\$86.35
A1-2	Debris Removal from Waterways / Canals / Natural Creeks and Hauling directly to Final Disposal Site (Note 1 & 2)	CY	\$79.90	\$81.50	\$83.00	\$84.65	\$86.35
A1-3	Cost per mile for alternate disposal sites outside of Lee County. (Note 1 & 2)	Cost /Mile	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
A1-4	Management of a Debris Management Site (DMS) (Note 4&5)	CY	\$1.95	\$2.00	\$2.00	\$2.10	\$2.10
A1-5	Processing (Grinding/Chipping) of Debris at a DMS or Final Disposal Site	CY	\$3.50	\$3.60	\$3.60	\$3.75	\$3.75
A1-6	Processing (Burning) of Debris at a DMS or Final Disposal Site	CY	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
A1-7	White Goods Removal from Waterways / Canals / Natural Creeks and Hauling to nearest County ROW	UNIT	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
A1-8	Construction Debris Removal from Waterways / Canals / Natural Creeks and Hauling to a Debris Management Site (DMS)	CY	\$79.90	\$81.50	\$83.00	\$84.65	\$86.35
A1-9	Marine Property Removal from Waterways / Canals / Natural Creeks and Hauling to a Debris Management Site (DMS)	CY	\$79.90	\$81.50	\$83.00	\$84.65	\$86.35
A1-10	Non Domestic Dead Animal Collection and Transportation to final disposal.	EACH	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
A1-11	Household Hazardous Waste Removal from Waterways / Canals / Natural Creeks and Hauling to Final Disposal Site (Note 1 & 2)	LB	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00
A1-12	Removal of Reduced Debris from Debris Management Site (DMS) to Final Disposal Site (Note 1 & 2)	CY	\$3.95	\$4.00	\$4.10	\$4.20	\$4.25
<i>SECTION 2: HAZARDOUS LIMB REMOVAL</i>							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
A2-1	>2 inches at the point of breakage, or whatever the current minimum is at the time of the storm event	Per Tree	\$145.00	\$145.00	\$145.00	\$145.00	\$145.00

SECTION 3: STORM DAMAGE TREE REMOVAL							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
Trees that require the "Climbing" and "Cut & Drop" method (e.g., trees over waterways, canals, natural creeks)							
A3-1	6" to 12.99" diameter	Per Tree	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
A3-2	13" to 23.99" diameter	Per Tree	\$345.00	\$345.00	\$345.00	\$345.00	\$345.00
A3-3	> 24" diameter	Per Tree	\$470.00	\$470.00	\$470.00	\$470.00	\$470.00
Trees that can only be accessed by "Mechanized Equipment" (i.e., work boats, cranes, buckets, skid steer loaders)							
A3-4	6" to 12.99" diameter	Per Tree	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
A3-5	13" to 23.99" diameter	Per Tree	\$345.00	\$345.00	\$345.00	\$345.00	\$345.00
A3-6	> 24" diameter	Per Tree	\$470.00	\$470.00	\$470.00	\$470.00	\$470.00
Uprooted Trees that have fallen in waterways, canals, natural creeks							
A3-7	6" to 12.99" diameter	Per Tree	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
A3-8	13" to 23.99" diameter	Per Tree	\$345.00	\$345.00	\$345.00	\$345.00	\$345.00
A3-9	> 24" diameter	Per Tree	\$470.00	\$470.00	\$470.00	\$470.00	\$470.00
NOTES - The following notes apply only to Category A							
1	Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda Fl. Tipping fees at final disposal site(s) shall be the responsibility of Vendor and passed through to the County without mark-up, unless approved otherwise. See section 9.7.10 within the scope of services for disposal at County Owned and Operated disposal sites.						
2	For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage shall begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost shall be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.						
3	For a multi-year contract, the prices shown in Category A will be adjusted and applied every corresponding year on the anniversary date of the Contract, up to the fifth year.						
4	Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.						
5	Includes comprehensive management of all debris and debris site activities, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.7 in the scope of services for more detail.						
6	All items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including Appendix G, FEMA DAP9523.11 Hazardous Stump Extraction and Removal Eligibility as provided by the Public Assistance Debris Management Guide FEMA-325 / July 2007 or as amended. This note applies to all lines within the Bid/Proposal Form.						

RFP230596BJB - DISASTER RECOVERY SERVICES for DEBRIS & VEGETATION REMOVAL from WATERWAYS, CANALS AND NATURAL CREEKS IN LEE COUNTY							
CATEGORY B: SPECIALIZED LABOR AND WORK CREWS							
SECTION 1: SPECIALIZED LABOR							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
B1-1	Field Supervisor with truck and cell phone	Hourly	\$90.00	\$93.00	\$95.00	\$98.00	\$101.00
B1-2	Administrative Assistant	Hourly	\$45.00	\$46.00	\$48.00	\$49.00	\$50.00
B1-3	Heavy Equipment Operator	Hourly	\$56.00	\$58.00	\$59.00	\$61.00	\$63.00
B1-4	Tool Operator (Chainsaw)	Hourly	\$45.00	\$46.00	\$48.00	\$49.00	\$50.00
B1-5	Laborer w/ small tools	Hourly	\$39.00	\$40.00	\$41.00	\$42.00	\$44.00
B1-6	Mechanic w/ truck and tools	Hourly	\$98.00	\$101.00	\$104.00	\$107.00	\$110.00
B1-7	Tree Climber w/ chainsaw and gear	Hourly	\$137.00	\$141.00	\$145.00	\$150.00	\$154.00
B1-8	22' - 31' Work Boat with Captain (Inclusive of Fuel, Mooring and Mobilization)	Per Boat / Per day	\$2,800.00	\$2,884.00	\$2,970.00	\$3,059.00	\$3,151.00
B1-9	Services of 2 - 4 Laborers per Vessel	Per Boat / Per day	\$2,800.00	\$2,884.00	\$2,970.00	\$3,059.00	\$3,151.00
SECTION 2: WORK CREWS (typical crew makeup for "First 70 Hours Operation")							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
B2-1	WheelLoader w/ operator, 2.5 cy, Foreman with support vehicle and small equipment, Laborer w/ chainsaw & two (2) laborers with small tools	Hourly (entire crew)	\$325.00	\$335.00	\$345.00	\$355.00	\$366.00
SECTION 3: ADDITIONAL LABORERS							
Item	Description	Unit of Measure	Year 1 Unit Price	Year 2 Unit Price	Year 3 Unit Price	Year 4 Unit Price	Year 5 Unit Price
B3-1	Air Boat Captain	Hourly	\$65.00	\$67.00	\$69.00	\$71.00	\$73.00
B3-2	Marsh Buggy Operator	Hourly	\$45.00	\$46.00	\$48.00	\$49.00	\$50.00
NOTES - The following notes apply only to Category B							
1 - For a multi-year contract, the prices shown in Category B would be adjusted and applied every corresponding year on the anniversary date of the Contract, up to the fifth year							

RFP230596BJB - DISASTER RECOVERY SERVICES for DEBRIS & VEGETATION REMOVAL from WATERWAYS, CANALS AND NATURAL CREEKS IN LEE COUNTY								
CATEGORY C: EQUIPMENT								
SECTION 1: EQUIPMENT								
Item	Description	Specification	Capacity	Year 1 Rate Per Hour	Year 2 Rate Per Hour	Year 3 Rate Per Hour	Year 4 Rate Per Hour	Year 5 Rate Per Hour
C1-1	Aerial Lift	FT	60	\$95.00	\$98.00	\$101.00	\$104.00	\$107.00
C1-2	Chipper	IN	19	\$400.00	\$412.00	\$424.00	\$437.00	\$450.00
C1-3	Crane	MT	70	\$450.00	\$464.00	\$477.00	\$492.00	\$506.00
C1-4	Skid Steer	LBS	6000	\$110.00	\$113.00	\$117.00	\$120.00	\$124.00
C1-5	Wheel Loader	CY	2	\$130.00	\$134.00	\$138.00	\$142.00	\$146.00
C1-6	Pavement Sweeper	TON	55	\$100.00	\$103.00	\$106.00	\$109.00	\$112.00
C1-7	Lowboy Trailer and Tractor			\$125.00	\$129.00	\$132.00	\$137.00	\$140.00
C1-8	Dump Truck	CY	28	\$100.00	\$103.00	\$106.00	\$109.00	\$112.00
C1-9	Knuckle Boom Truck			\$1,745.00	\$180.00	\$185.00	\$190.00	\$195.00
C1-10	Pickup Truck	TON	0.75	\$25.00	\$26.00	\$27.00	\$28.00	\$29.00
C1-11	Truck Tractor			\$75.00	\$77.00	\$79.00	\$82.00	\$84.00
C1-12	Step-Deck or Flatbed Trailer			\$50.00	\$52.00	\$54.00	\$56.00	\$58.00
C1-13	Tub or Horizontal Grinder			\$500.00	\$515.00	\$530.00	\$545.00	\$560.00
C1-14	Light Tower: Trailer Mounted	WATT	500	\$80.00	\$82.00	\$85.00	\$87.00	\$90.00
C1-15	All Terrain Vehicle	CC	1000	\$75.00	\$77.00	\$79.00	\$82.00	\$84.00
C1-16	Water Truck	GAL	4000	\$95.00	\$98.00	\$101.00	\$104.00	\$107.00
C1-17	Marsh Buggy			\$300.00	\$309.00	\$318.00	\$328.00	\$338.00
C1-18	Self-Loading Barge	FT	30-45	\$500.00	\$515.00	\$530.00	\$545.00	\$560.00
C1-19	Air Boat	FT	15-25	\$225.00	\$232.00	\$239.00	\$246.00	\$253.00
NOTES - The following notes apply only to Category C								
1 - For a multi-year contract, the prices shown in Category C will be adjusted and applied every corresponding year on the anniversary date of the Contract, up to the fifth year								

EXHIBIT C

INSURANCE REQUIREMENTS


**Lee County Insurance Requirements
including Maritime Remedies**

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. Maritime Remedies** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence for General Maritime Laws, including but not limited to:

Maintenance & Cure;
Unseaworthiness;
Wrongful Death;
Jones Act;

Revised 08/14/2018 – Page 1 of 2



d. Maritime Remedies cont.

Death on the High Seas Act;
Longshore and Harbor Workers' Act;
Protection and Indemnity;

And or any other state workers' compensation law, or other federal occupational disease law that your employees might be exposed to.

**The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.**

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Revised 08/14/2018 – Page 2 of 2

EXHIBIT D**VENDOR BACKGROUND SCREENING AFFIDAVIT****VENDOR BACKGROUND SCREENING AFFIDAVIT**

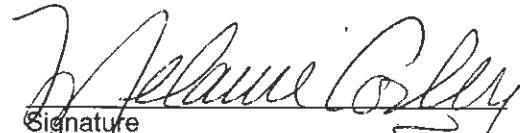
Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

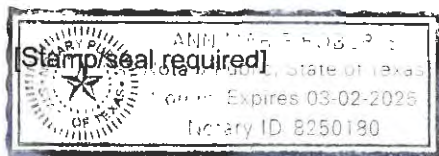
Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 5/21/24

STATE OF Texas
COUNTY OF Collin


Signature
Melanie Corley, President
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 21st day of May, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: TXDL #09687782
Type of Identification



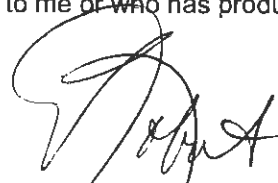

Signature, Notary Public

EXHIBIT E
PROJECT FUNDING PACKAGE



Advertise Date: Tuesday, March 05, 2024

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.:	RFP230596BJB		
Solicitation Name:	Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County		
Open Date/Time:	Friday, April 05, 2024	Time:	2:30 PM
Location:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901		
Procurement Contact:	Brian Boehs	Title	Procurement Analyst
Phone:	(239) 533-8887	Email:	bboehs@leegov.com
Requesting Dept.	Natural Resources		

Pre-Solicitation Meeting:	
Type:	No meeting scheduled at this time
Date/Time:	N/A
Location:	N/A

All solicitation documents are available for download at
www.leegov.com/procurement

FUNDED IN PART OR IN WHOLE BY:
Federal Emergency Management Agency (FEMA)
Vendors are required to comply in accordance with
Federal Grant Requirements, 2 CFR part 200,
terms, conditions, and specifications.

1	RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County
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Exhibit E
Project Funding Package

Advertise Date: Tuesday, March 05, 2024



Notice to Contractor / Vendor / Proposer(s)

REQUEST FOR PROPOSAL (RFP)

Lee County, Florida, is requesting proposals from qualified individuals/firms for

RFP230596BJB – Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Friday, April 05, 2024

to the office of the Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Brian Boehs, bboehs@LeeGov.com

Sincerely,

Robin Dennard, CPPB
Procurement Manager

*WWW.LeeGov.Com/Procurement is the County's official posting site

Exhibit E
Project Funding Package

Terms and Conditions
Request for Proposal

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Lee County Procurement Management Ordinance 22-06 and 23-21
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. Detailed Scope of Work
 - 2.1.4. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Ordinance 22-06 and 23-21
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statute 218 Public Bid Disclosure Act.

Exhibit E
Project Funding Package

- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. **Local Business Tax:** If applicable, provide with proposal.
 - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. **RFP – PREPARATION OF PROPOSAL**
 - 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
 - 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
 - 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. **RESPONSES RECEIVED LATE**
 - 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. **PROPOSER REQUIREMENTS (unless otherwise noted)**
 - 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements

Exhibit E
Project Funding Package

shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

- 6.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.
- 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.
- 6.3. **Prohibition Against Considering Social, Political Or Ideological Interests in Government Contracting – F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

7. PRE-SOLICITATION CONFERENCE

- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.
- 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.
- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.

5	RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County
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Exhibit E
Project Funding Package

- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warrantied for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
 - 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)
- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
 - 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.
11. ADDITIONS, REVISIONS AND DELETIONS
- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.
12. NEGOTIATED ITEMS
- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
 - 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
 - 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.
13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)
- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.

Exhibit E
Project Funding Package

- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will not be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- 15.2. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.3. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

17. ANTITRUST VIOLATION

- 17.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

18. DRUG FREE WORKPLACE

- 18.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

7

RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Exhibit E
Project Funding Package

19. FLORIDA CERTIFIED ENTERPRISES

- 19.1. The County encourages the use of Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 19.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 20.1. The proposer agrees to comply, in accordance with, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 20.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 20.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 20.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

21. SUB-PROPOSER/CONSULTANT

- 21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

22. RFP - PROJECT GUIDELINES

- 22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.

Exhibit E
Project Funding Package

22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

23. RFP – EVALUATION

- 23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
- 23.2. **Evaluation Meeting(s):**
- 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 23.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 23.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
- 23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)

24. RFP – SELECTION PROCEDURE

- 24.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 24.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
- 24.4. The Procurement Management Director reserves the right to exercise their discretion to:
- 24.4.1. Make award(s) to one or multiple proposers.
- 24.4.2. Waive minor informalities in any response;
- 24.4.3. Reject any and all proposals with or without cause;
- 24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

25. RFP – TIEBREAKER

- 25.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
- 25.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
- 25.1.2. Step 2: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

Exhibit E
Project Funding Package

26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.
- 26.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
- 26.3. The RFP results in the award of a contract that will provide the best value to the County.
- 26.4. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

27. WITHDRAWAL OF PROPOSAL

- 27.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
 - 27.3.1. The proposer acted in good faith in submitting the proposal,
 - 27.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
 - 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
 - 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

28. PROTEST RIGHTS

- 28.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 28.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.lee.gov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 28.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 28.4. In order to preserve the right to protest, a written “*Notice Of Intent To File A Protest*” must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.
 - 28.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 28.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 28.5. Following receipt of the Notice of Intent to File a Protest, a “Protest Bond” and “Formal Written Protest” must be filed within ten (10) business days of Posting of the Notice of Intended Decision.
- 28.6. Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.

29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- | | |
|----|---|
| 10 | RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County |
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Exhibit E
Project Funding Package

- 29.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

30. CONTRACT ADMINISTRATION

30.1. **Designated Contact:**

- 30.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 30.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

30.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
- 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

30.3. **RFP – Basis of Award:**

- 30.3.1. Award will be made to the most responsible and responsive proposer who offers the Best Value based on the evaluation criteria.

30.4. **Agreement/Contract:**

- 30.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.

30.5. **Records:**

- 30.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 30.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 30.5.2.1. Keep and maintain public records required by the County to perform the service.
- 30.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 30.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 30.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Exhibit E
Project Funding Package

contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

- 30.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**
- 30.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.
- 30.6. **Termination:**
- 30.6.1. **MATERIAL BREACH** A Contractor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder; 6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Agreement.
- 30.6.2. **OPPORTUNITY TO CURE** In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Contractor may have a period of time in which to cure. The County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, or otherwise affect any other remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Contractor from receiving future solicitations or other opportunities; 6. Require Contractor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- 30.6.3. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Contractor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar

Exhibit E
Project Funding Package

days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- 30.6.4. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Contractor for such termination.
- 30.6.5. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.
- 30.6.6. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a period of **180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 30.6.7. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
 - 30.6.7.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 30.6.7.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
 - 30.6.7.3. Contractor has engaged in business operations in Cuba or Syria;
 - 30.6.7.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

31. WAIVER OF CLAIMS

- 31.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

32. LEE COUNTY PAYMENT PROCEDURES

- 32.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 32.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

13	RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County
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Exhibit E
Project Funding Package

- 32.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
33. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)
- 33.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.
34. DEBRIS DISPOSAL (if applicable)
- 34.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
35. SHIPPING (if applicable)
- 35.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 35.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
36. LOCAL VENDOR PREFERENCE
- 36.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06, and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 36.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 36.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.
37. INSURANCE (AS APPLICABLE)
- 37.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.
- 37.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

Exhibit E
Project Funding Package

INSURANCE REQUIREMENTS



**Lee County Insurance Requirements
including Maritime Remedies**

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. Maritime Remedies** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence for General Maritime Laws, including but not limited to:

Maintenance & Cure;
Unseaworthiness;
Wrongful Death;
Jones Act;

Revised 08/14/2018 – Page 1 of 2

Exhibit E
Project Funding Package



d. Maritime Remedies cont.

Death on the High Seas Act;
Longshore and Harbor Workers' Act;
Protection and Indemnity;

And or any other state workers' compensation law, or other federal occupational disease law that your employees might be exposed to.

"The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

- b. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Revised 08/14/2018 – Page 2 of 2

End of Insurance Guide section

Exhibit E
Project Funding Package

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) five-year (5) period.

2. FEMA REIMBURSEMENT

- 2.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. The Vendor shall comply with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications, as applicable.

3. COST BREAKDOWN NOTICE

- 3.1. Upon request of the County, the Vendor may be expected to provide a proposal or fee that includes a detailed cost breakdown including General and Administrative Expenses, Overhead, and Profit rates, if requested by the County. The Vendor must advise if audited rates are available and shall provide such rates and documentation for use in negotiation and Cost Analysis if such method is used. The Vendor shall provide fee and cost breakdown supporting documentation where and as requested by the County.

4. LOCAL VENDOR PREFERENCE EXCLUSION:

- 4.1. Local Vendor Preference Ordinance has been waived for this solicitation and any and all references contain herein are non-applicable to this solicitation and subsequent contract and/or purchase order(s).

5. PAYMENT BOND

- 5.1. The County reserves the right to require the Vendor to furnish to the County, a payment bond after a Notice to Proceed has been issued by the County, but prior to the commencement of operations by the Vendor. Payment Bond shall be in an amount equal to the value established within an issued Work Order or Work Authorization, which shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all Sub-Vendors, materials, and laborers. If the value of the contracted work increases, the Vendor shall be required to provide an updated Payment Bond in an amount equal to the new value.

6. CONDUCT

- 6.1. The Vendor's officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner whenever conducting County business. All aspects of the Vendor's performance, including complaints received from the public, may impact the County's decision to renew or terminate this Agreement in accordance with the provision contained herein. The Vendor shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

End of Special Conditions

Exhibit E
Project Funding Package

**SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS**

NOTICE TO CONSULTANT/CONTRACTOR/VENDOR REGARDING FEDERAL FUNDING

When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, Sections 200.318 through 200.327.

CONTRACTOR, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:

- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
- (2) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- (3) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- (4) 31 CFR Part 25 Rules and Procedures for Funds Transfers

Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the CONSULTANT/CONTRACTOR/VENDOR, the CONSULTANTS/CONTRACTORS/VENDORS investment, the amount of subcontracting necessary, the quality of the CONSULTANTS/CONTRACTORS/VENDOR’s record and past performance, and industry profit rates for the surrounding geographical area. “Cost Plus Percentage” methods for determining profit may not be used.

1. EQUAL EMPLOYMENT OPPORTUNITY:

1.1. During the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR agrees as follows:

- 1.1.1. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 1.1.2. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 1.1.3. The CONSULTANT/CONTRACTOR/VENDOR will not discharge or in any other manner discriminate

Exhibit E
Project Funding Package

against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.

- 1.1.4. The CONSULTANT/CONTRACTOR/VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.1.5. The CONSULTANT/CONTRACTOR/VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.1.6. The CONSULTANT/CONTRACTOR/VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 1.1.7. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.1.8. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

2. MAINTENANCE OF RECORDS:

- 2.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will

Exhibit E
Project Funding Package

be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

- 2.2. CONSULTANT/CONTRACTOR/VENDOR shall provide when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
 - 2.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 2.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
 - 2.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
 - 2.6. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this agreement, and during the period as outlined in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the County.
- 3. DHS SEAL, LOGO, AND FLAGS:**
- 3.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval. The CONSULTANT/CONTRACTOR/VENDOR shall include this provision in any subcontracts.
- 4. LOCAL VENDOR PREFERENCE EXCLUSION:**
- 4.1. Local Vendor Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).
- 5. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS:**
- 5.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used to fund all or a portion of the contract. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.
- 6. NO OBLIGATION BY THE FEDERAL GOVERNMENT:**
- 6.1. The Federal Government is not a party to this solicitation and/or contract and is not subject to any obligations or liabilities to the non- Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.
- 7. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS:**
- 7.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORS actions pertaining to this solicitation and/or contract.

Exhibit E
Project Funding Package

8. SUBCONTRACTS:

- 8.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORS.

9. CONFLICT OF INTEREST:

- 9.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORS or parties to subcontracts.

10. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY):

- 10.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying the employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.
- 10.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORS.
- 10.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.
- 10.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

11. ENERGY POLICY AND CONSERVATION ACT:

- 11.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

12. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

- 12.1. If subcontracts are to be let, the prime CONSULTANT/CONTRACTOR/VENDOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- a) Place qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Exhibit E
Project Funding Package

- d) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- e) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.

13. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322):

- 13.1. As appropriate and to the greatest extent consistent with law, the CONSULTANT/CONTRACTOR/VENDOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.
 - 13.1.1. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - 13.1.2. Manufactured products means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216):

- 14.1 The Contractor shall comply with 2 C.F.R. § 200.216, Prohibition on Contracting for Covered Telecommunications Equipment or Services:
 - (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
 - (b) Prohibitions.
 - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Exhibit E
Project Funding Package

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or sub-recipient unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent the use or submission of covered telecommunications equipment or services and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

15. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

- 15.1. The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause, in whole or in part, when the County determines in its sole discretion that it is in the County’s best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.
- 15.2. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

Exhibit E
Project Funding Package

16. CHANGES:

- 2.1. Changes to any federal grant or federally funded cooperative agreement shall be in writing, executed by change order and the costs of any change, modification, change order, or constructive change must be allowable, allocable, and within the original scope of the federal grant or federal cooperative agreement. Changes should be reasonable and necessary for the completion of the original project scope. Any changes must be permissible under state, local and federal laws. Any change recommended and accepted by both parties, in writing, will not be considered a contract breach. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same is in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and the County.

17. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS:

- 17.1. The CONSULTANT/CONTRACTOR/VENDOR grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including preparing derivative works, distributing copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT/CONTRACTOR/VENDOR will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County."

18. TIME & MATERIAL, TIME & EQUIPMENT, FIRM FIXED PRICE LUMP SUM CONTRACTS:

- 18.1. The following applies to purchases made or reimbursed with Federal funds as per 2 CFR 200.318(j) and other Federal Regulations. For a firm fixed price, lump sum, Time & Material (T&M), and/or Time & Equipment (T&E) procurements, a Purchase Order represents a CONSULTANT/CONTRACTOR/VENDOR's Notice to Proceed (NTP). Line-item Extended Price(s) shall be considered Not to Exceed (NTE) ceiling value(s). Additionally, the Total Order value for a Purchase Order represents an NTE ceiling value. If the CONSULTANT/CONTRACTOR/VENDOR anticipates exceeding either of these NTE values, they should contact the Lee County Procurement Department for a change order. If a CONSULTANT/CONTRACTOR/VENDOR exceeds a Line Item or Total Order NTE value, it does so at its own risk.

19. SUSPENSION AND DEBARMENT:

- 19.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 19.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

Exhibit E
Project Funding Package

- 19.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 19.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

20. RECOVERED MATERIALS:

- 20.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- 20.2. Information about this requirement is available on the EPA'S Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>
- 20.3. The CONSULTANT/CONTRACTOR/VENDOR also agrees to comply with all other applicable requirements of Section 6002 or the Solid Waste Disposal Act.

21. REMEDIES:

- 21.1. In the event the CONSULTANT/CONTRACTOR/VENDOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the CONSULTANT/CONTRACTOR/VENDOR and upon the CONSULTANT/CONTRACTOR/VENDOR's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
- 21.1.1. Withhold or suspend the payment of all or any part of a payment request.
 - 21.1.2. Require that the CONSULTANT/CONTRACTOR/VENDOR refund to the County any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
 - 21.1.3. Exercise any corrective or remedial actions, including but not limited to:
 - 21.1.4. Requesting additional information from the CONSULTANT/CONTRACTOR/VENDOR to determine the reasons for or the extent of non-compliance or lack of performance;
 - 21.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - 21.1.6. Advising the CONSULTANT/CONTRACTOR/VENDOR to suspend, discontinue or refrain from incurring costs for any activities in question; or
 - 21.1.7. Requiring the CONSULTANT/CONTRACTOR/VENDOR to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

22. OTHER REMEDIES AND RIGHTS:

- 22.1. Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the County waives any right or remedy in this

Exhibit E
Project Funding Package

Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend, or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the CONSULTANT/CONTRACTOR/VENDOR.

- 22.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes, and other matters in question between the County and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such a dispute is in state court, the venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, the venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

23. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708).:

- 23.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 23.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause outlined in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or territory, to such District or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause outlined in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause outlined in paragraph (1) of this section.
- 23.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its action or written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any money payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause outlined in paragraph (2) of this section.
- 23.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses outlined in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses outlined in paragraphs (1) through (4) of this section.

24. CLEAN AIR ACT:

- 24.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 24.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the
- 26 RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Exhibit E
Project Funding Package

Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- 24.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

25. FEDERAL WATER POLLUTION CONTROL ACT:

- 25.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 25.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 25.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

26. BYRD ANTI-LOBBYING AMENDMENT:

- 26.1. CONSULTANT/CONTRACTOR/VENDORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

27. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:

- 27.1. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and Lee County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal Awarding Agency. See 2 C.F.R. Part 200, Appendix II(F).

28. FLY AMERICA REQUIREMENTS:

- 28.1. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance

27	RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County
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Exhibit E
Project Funding Package

with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

29. AMERICANS WITH DISABILITIES ACT (ADA):

- 29.1. All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

30. CARGO PREFERENCE:

- 30.1. The Cargo Preference requirements apply to all contracts involving equipment, materials, or commodities which may be transported by ocean vessels.
- 30.2. Use of United States – Flag Vessels:
- 30.3. The CONSULTANT/CONTRACTOR/VENDOR agrees to use privately owned United States- Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States- Flag commercial vessels.
- 30.4. Furnish within twenty (20) business days following the date of loading for shipments originating within the United States or within thirty (30) business days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding 6 paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to LCBOCC (through the Contractor in the case of a subcontractor's bill-of-lading.)
- 30.5. Include these requirements in all subcontracts issued pursuant to the Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

31. SEISMIC SAFETY REQUIREMENTS FOR THE CONSTRUCTION OF NEW BUILDINGS OR ADDITION TO EXISTING BUILDINGS:

- 31.1. CONSULTANT/CONTRACTOR/VENDOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 C.F.R. Part 41 and will certify compliance to the extent required by the regulation. The CONSULTANT/CONTRACTOR/VENDOR also agrees to ensure that all Work performed under the Contract including Work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

32. ENERGY CONSERVATION:

- 32.1. CONSULTANT/CONTRACTOR/VENDOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the Florida energy conservation plan issued in compliance with the Energy Policy and Conservation Act, as amended, 42 USC § 6321 *et seq.*, and perform an energy assessment for any building constructed, reconstructed, or modified with Federal funds required under Federal regulations, "Requirements for Energy Assessment," 49 CFR part 622, subpart C.

End of Supplemental Conditions

Exhibit E
Project Funding Package

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide a variety of disaster recovery related services within waterways, canals and natural creeks located within Lee County, Florida. These services will be on an as-needed basis countywide with no work guaranteed. Not all tasks will be assigned for all events.
- 1.2. The Vendor shall furnish all the required equipment with operators, laborers, and superintendents to perform the work directed by the County's designated Project Manager. Work shall consist of the removal and proper disposal of debris (both vegetative and non-vegetative) from waterways, canals and creeks located within Lee County.
- 1.3. Services shall include but is not limited to the following:
 - Large and small scale debris removal;
 - Vegetative, construction and demolition debris removal;
 - Separation, demolition, staging and disposal work;
 - Damaged or undamaged marine property removal;
 - Tree trimming, stump grinding and removal; and
 - Open and operate Debris Management Site (DMS)
- 1.4. All work under this RFP shall be performed in accordance with FEMA rules and guidelines for federal reimbursements and with 2 CFR 200.318-326 as updated and where applicable.

2. DEFINITIONS

- **Vendor / Vendor / Firm** – The successful proposer(s)
- **Debris Monitoring Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** – Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, damaged or undamaged marine property, and personal property.
- **Marine property** – Docks and/or accessories (i.e., furniture, canopies or covers) and vessels and trailers that have been broken, destroyed, or displaced by a disaster; and have been found or placed within navigable and non-navigable waterways, canals and natural creeks.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **DMS** – Debris Management Site – A predetermined site location for either temporary staging or final destination.

3. VENDOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

- 3.1. The Vendor may be called upon throughout the contract to render services to assist the County with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters. Each year of this contract, the Vendor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre-event training of County's emergency management and recovery personnel at no additional charge to the County.

Exhibit E
Project Funding Package

- 3.2. The Vendor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the Vendor shall provide trained administrative support, onsite management staff to work with County officials, field supervisors, operators, drivers, laborers, and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation.
- 3.3. The Vendor shall be responsible for knowledge and compliance with all federal, state, and local laws, rules, practices, and regulations. Upon execution of the agreement, the Vendor shall request from the County a copy of its currently approved debris management plan in order for the Vendor to familiarize themselves with the plan prior to an event.
- 3.4. No guarantee is expressed or implied as to the quantity or amount of services to be procured under this request for proposal; no work is guaranteed.

4. INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

- 4.1 When a disaster occurs or is imminent, the County will contact the firm(s) holding Disaster Recovery Services for Debris and Vegetation removal from Waterways, Canals and Natural Creeks in Lee County Contract(s) to advise them of the County's intent to activate the contracts. Debris removal will generally be limited to debris in, upon, or located in waterways, canals and natural creeks, unless otherwise directed.
- 4.2 The County, upon contacting the Vendor, will issue a Notice to Proceed and work order assignment/task authorization. The issuance of the work order/task authorization will allow the Vendor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Vendor shall also begin coordination with County personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.
- 4.3 The Vendor shall have a maximum of 24 hours from notification to proceed by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another Vendor.
- 4.4 The Vendor shall be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations, including regulated hazardous waste. County will determine the primary location of the reduction and disposal sites in consultation with Vendor. Additional sites may be utilized as directed and/or approved by County.
- 4.5 For "Event Types" that require Temporary Debris Staging and Reduction Sites (DMS) the Vendor shall be available for technical assistance to assist the County in determining which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task, the result will be a map of the various sites and a basic operation plan for each site.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL VENDOR

- 5.1 The County's Debris Monitoring Consultant and/or County Staff provide inspection, engineering, and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Vendor and the Consultant is crucial to the success of the response operation. Therefore, the Vendor shall be capable of working with different accounting and tracking systems.
- 5.2 Prior to the beginning of each hurricane season, the Vendor shall meet with the County and the Debris Monitoring Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually or may be included as part of the required training day.

Exhibit E
Project Funding Package

6. SCOPE OF WORK

6.1. Vendor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris within waterways, canals and natural creeks; and shall be provided in accordance with the Standards of Performance as set forth in Section 8. Emergency push, debris removal and demolition of structures will be limited to:

- a) That which is determined to eliminate immediate threats to life, public health, and safety;
- b) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
- c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated within waterways, canals and natural creeks, as may be directed by County. Contracted services shall only be performed when requested and as designated by County via task order.

The Vendor shall load and haul the debris from within the legal boundaries of the County to a final disposal location defined by the County, or to Debris Management Site (DMS) site(s) and as specified by the County and set out in Section 9.7 of this Contract.

Furthermore, the Vendor shall provide services as necessary to assist in the event of any Local, State, or Federal State of Emergency is declared.

6.2. **Emergency Push / Clearance:** If directed by the County, the Vendor shall accomplish the cutting, tossing and/or pushing of debris from the primary waterways, canals and / or natural creeks, as identified by and directed by County to eliminate immediate threats to life, public health and safety. This operational aspect of the scope of services shall be for the first 70 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 8.2. Once this task is accomplished, the following additional tasks shall begin as required.

6.3. **Waterways, Canals and Natural Creeks:** The Vendor shall remove all debris from waterways, canals and natural creeks when directed to do so by County. The Vendor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 9.3.

6.4. **Right-of-Entry (ROE) Removal (*if Task Authorized by County*):** The Vendor shall exercise due diligence in removing ROE debris from private property, as authorized and directed by the County. The Vendor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, , etc.). Vendor shall exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but the County does not warrant that all utilities will be located before debris removal operations begin, nor does Vendor warrant that utility damages will not occur as a result of properly conducting Contracted services.

6.5. **Marine Property Removal (*if Task Authorized by County*):** The Vendor shall remove marine property designated for removal by and at the direction of County, in a timely manner as determined by County, to be hauled off to a designated DMS to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

6.6. **Private Property Waivers:** The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from waterways, canals and natural creeks.

31 RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Exhibit E
Project Funding Package

- 6.7. Disaster Recovery Technical Assistance:** The Vendor shall provide Disaster Recovery Technical Assistance, to officials within County and designated staff members, to assist a local government with guidance and consultation on all aspects of the recovery process.
- 6.8. Vegetative Debris Reduction:** Vegetative debris reduction shall only take place by the Vendor if they have opened and are currently managing a Debris Management Site (DMS) as requested by the County. Vegetative debris reduction shall be performed in accordance with section 9.7 of this agreement. Otherwise, no reduction of vegetative debris collected from waterways, canals and natural creeks shall be performed by the Vendor. Vegetative debris shall be hauled directly to a County authorized Debris Management Site (DMS).
- 6.9. Construction and Demolition (C&D) Debris Removal:** Vendor shall collect, consolidate, and remove C&D debris to a location designated by the County. The production rate of this effort will be determined by the County and will be based on the volume of C&D estimated. The production rate should be similar to the vegetation rate.
- 6.10. Construction and Demolition (C&D) Debris Recycling & Reduction:** When directed, the Vendor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process shall be used to reduce the final cost to the County. The Vendor is responsible for the handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc., as identified by the County. Items shall be hauled off to a designated DMS to be disposed of in accordance with all applicable Federal, State and local laws, standards and regulations.
- 6.11. Specialized Crews:** If requested by the County, the Vendor shall provide a dedicated crew to collect specific debris (i.e., hazardous waste) that cause health and safety issues, from waterways, canals and natural creeks.

7. PERFORMANCE OF SERVICES

- 7.1. Description of Service:** Vendor agrees to perform Contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship shall be acceptable. Services, equipment, and workmanship not conforming to the intent of Contract or meeting the approval of County may be rejected. Replacements and/or rework, as required, shall be accomplished at no additional cost to the County.
- 7.2. Cost of Services:** Vendor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.
- 7.3. Sub-Contractor(s):** Vendor may utilize the services of Sub-Contractors and shall be responsible for the acts or omissions of its Sub-Contractors to the same extent Vendor is responsible for the acts and omissions of its own employees. Vendor shall ensure that all its Sub-Contractors have and carry the same major provisions of this agreement and that the work of their Sub-Contractors is subject to said provisions. Nothing contained in this agreement shall create any contractual relationship between any Sub-Contractor and County. Vendor shall supply the names and addresses of Sub-Contractors and materials suppliers when requested to do so by County.

8. STANDARDS OF PERFORMANCE

- 8.1. Vendor Representative:** Vendor shall have a knowledgeable and responsible representative report to County's designated Contract representative within 24 hours of an issued Notice to Proceed. The Vendor's representative shall have the authority to implement all actions required to begin the performance of contracted services as required by this agreement. A Vendor representative shall remain locally during the duration of recovery efforts

Exhibit E
Project Funding Package

and be readily available to routinely meet with the County contract administrator. The Vendor shall also provide reports on debris removal operational progress as requested.

8.2. Mobilization: The Vendor shall have sufficient equipment and forces in Lee County within 4 days of “notification to proceed” to begin removal operations. Additional resources may be required to meet the debris activities based on the scope and impact of the event. Adjustments to these minimums may be approved by the County based on the size and scope of the disaster event.

8.3. Time to Complete: The Vendor shall use all efforts to complete all work directed under this Contract as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the County. County will direct the scope and nature of the work to be performed once the extent of damage has been determined.

8.4. Completion of Work: The Vendor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor and all DMS mitigation and damages by Vendor have been resolved.

9. GENERAL RESPONSIBILITIES

9.1. County Obligations: The County will furnish all information and documents necessary for the commencement of contracted services, including a written Notice To Proceed. A representative will be designated by County to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed.

County will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Vendor may assist County with the development of debris management PSAs, if so requested.

9.2. Supervision by Vendor: Vendor shall supervise and/or direct all contracted services performed by its employees, agents and Sub-Vendors. Vendor is solely responsible for all means, methods, techniques, safety, and other procedures. Vendor shall employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Vendor. All communications given to the supervisor by County’s authorized representative shall be as binding as if given to Vendor. Multiple work sites shall require equal supervision as outlined above. Vendor must ensure that sufficient supervision is provided to manage multifaceted debris management operations that may include projects that require separate coordination, tracking, and documentation; additional supervision and/or project management staff shall be provided if requested by the County for these projects.

9.3. Damages by Vendor: Vendor shall be responsible for conducting all operations, in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Vendor shall also be responsible for any damages due to the negligence of its employees and Sub-Vendors. Should any property be damaged due to negligence on the part of Vendor, the Vendor shall repair damages promptly and at no additional cost to the County; repairs must be sufficient and a release from claim of damage must be signed by the parties involved. If repairs are not made promptly or sufficiently as to obtain the signed release from claim, the County may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Vendor for the damages or withhold funds due to the Vendor. County shall make the determination of whether “negligence” has occurred. Vendor shall respond to all damage complaints within 48 hrs. of receipt and maintain a Damage Log tracking all damage complaints including date and point of contact, proposed resolution, status of repairs or settlement, and date of documented release. Vendor shall review this list with the County’s designated Project Manager a minimum of weekly and provide copies of all releases. All Vendor damages must be resolved prior to project closeout unless otherwise agreed to by County. If at any time the damage list exceeds 25 open claims

Exhibit E
Project Funding Package

without scheduled repairs or at the discretion of the County, the Vendor shall provide, at no additional cost to the County, a dedicated staff member to resolve damage claims.

9.4. Vendor's Duty Regarding Other Vendor(s): Vendor acknowledges the presence of other Vendors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

9.5. Vendor's Ownership of Debris: Unless otherwise directed by County, All debris, including regulated hazardous waste, shall become the property of Vendor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods, and household solid waste. Disposal costs at Non-County managed disposal locations shall be passed through to the County without mark-up on the monthly invoices.

9.6. Vendor's Disposal of Debris: Unless otherwise directed by County, Vendor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Vendor. Additional sites may be utilized as directed and/or approved by County.

9.7. Debris Management Site (DMS):

At the County's discretion and upon request, the Vendor may be required to open a Debris Management Site (DMS) for the proper disposal of debris (both vegetative and non-vegetative) from waterways, canals and creeks located within Lee County. Upon notification by the County, the Vendor shall be required to coordinate and perform the following services associated with this task:

9.7.1. Site Setup: Prior to beginning operation at a debris management site, the condition of the site shall be photographed, or video recorded by the Vendor and its condition documented and agreed upon by the County, Vendor, and Property Owner if applicable. As directed by County, baseline environmental assessments shall be performed and supplied for County review. Site setup shall be completed by the Vendor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials if determined necessary to provide for safe access to the site, costs for these materials shall be a pass-through cost without mark-up.

9.7.2. Site Operation: Debris shall be stored in accordance with all federal, state, and local regulations. Fire lanes and adequate access shall be provided. Debris reduction activities shall be performed at each DMS as to maintain the safe and efficient operation of the site.

9.7.3. Site Remediation: Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Vendor shall be responsible for any damages pursuant to section 9.3.

9.7.4. Site Security: Vendor shall supply twenty-four (24) hours per day security for the DMS sites to ensure unlawful or unauthorized dumping of debris does not occur. Unauthorized debris shall become the responsibility of the Vendor and must be disposed of lawfully and without additional costs to the County.

9.7.5. Designated Locations and Sites: The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Lee County will designate the DMS to be activated. The County will select these sites, at the beginning of each hurricane season.

9.7.6. DMS Preparation, Maintenance, and Operation of DMS:

The preparation, maintenance and operation of the designated DMS facility is entirely the Vendor's responsibility.

34 RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Exhibit E
Project Funding Package

Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The Vendor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

If needed, additional Vendor identified DMS sites may be considered for approval by the County. Lease agreements, between the Vendor and the property owner, for these properties may be executed by the Vendor with approval from the County. Management of these sites shall be subject to all terms outlined in this document, including but not limited to DMS management, environmental controls, and site remediation.

9.7.7. DMS Debris Removal Operations Plan and Environmental Protection Plan:

Vendor shall provide within 3 days of notification to open a site. Vendor shall provide a generic site management plan. Once the debris management site is selected for use, the VENDOR shall provide a Site Management Plan. This plan is to address site setup, pre-use activities, post-use activities and operational activities. The plans shall include pre and post video and other checklists to assure proper management of the site. Vendor shall submit three (3) copies of the plan. The plan shall be drawn to a scale of 1" = 50' and address the following functions:

- Access to site
- Site preparation -clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, Vendor work area, and inspection tower
- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
- Location of existing structures or sensitive areas requiring protection
- Restoration of Site

9.7.8. Debris Processing and Classification: All debris shall be processed in accordance with local, state and federal law, standards, and regulations. Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated by common waste material classifications; e.g., vegetative debris, construction and demolition debris, recyclable debris, white goods, hazardous waste, etc.

9.7.9. Generated Hazardous Waste Abatement: Abatement of hazardous waste identified by the County is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

9.7.10. Debris Disposal:

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process shall be in accordance with all applicable Federal, State, and local laws, standards, and regulations. Unless otherwise directed by the County, the Vendor shall be responsible for paying all landfill tipping or disposal fees and provide all scale tickets or other related & required documentation to the Debris Monitoring Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.

Exhibit E
Project Funding Package

Tipping or Disposal Fees at Final Disposal Sites shall be passed through to the County at cost without mark-up or escalation.

Unless otherwise notified, Tipping or Disposal costs for debris disposed of at approved County owned and operated Final Disposal Sites, shall be the responsibility of the County; in lieu of pass-through debris disposal costs. Disposal fees shall be the normally posted gate fees and be reconciled against load and scale tickets in the same manner as Vendor paid disposal fees. Tipping fees for debris from ineligible work, not approved by the County, shall be the responsibility of the Vendor and deducted from the invoice.

9.7.11. Debris Monitoring Assistance:

Assistance to the Debris Monitoring Consultant by the Vendor shall include, but is not limited to the following:

- Monitoring multiple Vendors and multiple trucks delivering materials to the DMS.
- Verify that each truck that delivers to the DMS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.
- Photograph of each loaded truck bed and attach photograph to truck's manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the DMS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the DMS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by County personnel, e.g., conduct final inspections and issue closeout reports.

10. SCOPE OF SERVICES

10.1. Geographic Assignment: The geographic boundary for work by Vendor's crews shall be only as directed by County and will be limited to properties located within the County's jurisdictional boundaries. Collection activities shall be monitored, and crews shall be responsible for providing detailed information of collection locations as requested.

10.2. Multiple, Scheduled Passes: Vendor shall make complete scheduled passes at the direction of County and/or unscheduled passes of each area impacted by the storm event. County shall direct the interval timing of all passes. Passes shall be complete only when County deems they meet the definition outlined in section 8.4. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.

10.3. Operation of Equipment: Vendor shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed, i.e., chain link fencing, etc. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Vendor or its representative shall be the Vendors responsibility and repaired at no additional cost to the County as outlined

Exhibit E
Project Funding Package

in section 9.3. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 6.4 of this Contract.

- 10.4. Certification of Load Carrying Capacity:** Vendor shall submit to the County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. This report shall be maintained, updated, and provided to the County whenever equipment is added or deleted.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by County, County's Debris Monitoring Vendor, and Vendor representatives at a County designated location. A standard measurement form certifying actual physical measurements of each piece of equipment, including side boards and deductions shall be an attachment to the certified reports submitted to County.

Each vehicle shall be measured for cubic yard capacity. Each vehicle shall have one numbered certification form prepared with a written description of the measurements, detailed diagram showing the overall inside dimensions, the dimensions of any and all, side boards, and/or deductions, and photograph attached. Deductions, such as doghouses, slant plates, etc. shall be shown as a deduction from the total cubic yards. Example: Measure and diagram length times Width times Height divided by 27= Total CY. Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that shall be certified on the certification form and the placard placed on the vehicle. Certification forms shall be in triplicate, sequentially numbered and verified by a County representative. County shall retain the original certification copy, the Vendor shall retain the second copy, and the third copy shall remain in the certified vehicle.

Any changes to the equipment size or capacity (i.e., adding or removing sideboards, tailgates etc.) shall require it to be recertified. This new certification shall be attached to the original certification and documented as to when and/or why recertification was required and occurred. Any vehicle may at any time be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity shall be reflected on any previous loads and reconciled as such. Digital copies of truck certifications, forms, and photographs may be used in place of hard copies when applicable technologies are both available and if conform with and are compatible with an approved ADMS used by the debris monitoring Vendor.

- 10.5. Vehicle Information:** The maximum load capacity of each hauling vehicle shall be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 shall be rounded down and decimal values of .5 through .9 shall be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed shall be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Vendor name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling shall have and use a County / Vendor-approved tailgate. A complete list of all certified vehicles with total adjusted CY information including details of tailgates, sideboards, and deductions shall be supplied, maintained, and updated by the Vendor when any changes occur at all DMS sites.
- 10.6. Security of Debris during Hauling:** Vendor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Vendor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction or vertically above FDOT maximum height requirements; tailgates must be closed. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Vendor shall regularly survey the primary transportation routes used by Vendor & its subs and recover fallen or blown debris from the roadway(s).
- 10.7. Traffic Control:** The Vendor shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Vendor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) (see <http://muted.fhwa.dot.gov> OR other appropriate address for manual). Vendor shall

Exhibit E
Project Funding Package

provide sufficient signage, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

- 10.8. **Workdays/Hours:** The Vendor may conduct debris removal operations 30 minutes prior to and 30 minutes after the published sunrise/sunset, seven (7) days per week unless prohibited by ordinance. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to workdays and/or work hours shall be as directed by County following consultation and notification to Vendor.
- 10.9. **Marine Property:** The Vendor shall remove and lawfully dispose of docks and/or accessories such as furniture and canopies or covers, vessels and trailers, broken, destroyed, or displaced by a disaster, found or placed within navigable and non-navigable waterways, canals and natural creeks. Vendor shall provide for proper notification and disposal of all registered vehicles in accordance with local, state, and federal regulations, ordinances, and alike.
- 10.10. **Work Safety:** The Vendor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Vendor shall provide such safety equipment, training, and supervision as may be required by County and/or other governmental regulations. Vendor shall ensure that its subcontracts contain a similar safety provision.
- 10.11. **Inspection and Testing:** All debris shall be subject to inspection by County and other public authorities to ensure compliance with Contract, applicable federal, state, and local laws, and in accordance with generally accepted standards of emergency management professionals. The County or its representatives will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.
- 10.12. **Retention of Collection Equipment:** The Vendor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project in accordance with the collection rates established herein or as approved by County to complete the final stages of the project within the established timelines. Collection equipment shall remain in force until the debris collection is complete or when determined by County and Vendor to be adequate to complete the recovery effort. Equipment leaving the County prior to completion of the recovery effort shall be replaced with equal or better equipment. Unless the County determines that downsizing of the operation is warranted.
- 10.13. **Chainsaw Crews:** Crews shall work only as directed by task order by the County; the number of crewmembers and scope of work to be performed shall be outlined in the task order. Following the initial cut and toss phase of the project, chainsaw crews must be monitored by the County's debris monitoring firm. Unauthorized work shall not be paid for. Detailed invoices consisting of at a minimum the number of crewmen, hours worked, location, and description of work performed shall be submitted with the monthly invoice.
- 10.14. **Hazardous Trees:** Hazardous Trees are to be removed if the condition was caused by the disaster, it is an immediate threat to health and safety, and has a diameter breast height of six inches (6") or greater, and one of the following criteria is met:
- More than 50% of the crown is damaged or destroyed; or
 - The trunk is split, or it has broken branches that expose the heartwood of the tree; or
 - It is leaning at an angle greater than 30 degrees
- Trees determined to be hazardous and that have less than 50% of the root-ball exposed should be cut flush at ground level.
- FEMA policy for documentation shall be followed but at a minimum the following minimum documentation must be obtained for each hazardous tree prior to its removal:

38	RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County
----	---

Exhibit E
Project Funding Package

- Photographs and GPS coordinates that establish the location is in a waterway, canal or natural creek
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County or designated Debris Monitor, written authorization shall be given to the Vendor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

10.15. Hanging Limbs: Limbs, authorized as eligible for reimbursement by the County must be:

- Located in a waterway, canal or natural creek
- Greater than two inches (2") in diameter at the point of breakage
- Still hanging in a tree and threatening a public use area

FEMA policy for documentation shall be followed but at a minimum the following documentation must be obtained for each hanging limb that is removed:

- Photographs and GPS coordinates that establish the location is in a waterway, canal or natural creek
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County or County designated debris monitor, written authorization shall be given to the Vendor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

10.16. Hand Loaded Collection Equipment: Hand load trucks, trailers or equipment are discouraged, and shall be used only in areas where typical collection equipment cannot access and only with prior written authorization of the County. These "hand loaders" must remove all eligible debris as outlined in section 8.4. All Vendor equipment must be capable of self-unloading. Equipment that must be unloaded by hand or requires assistance from operator at DMS site shall not be permitted to dump at DMS sites.

10.17. Dead Animals: Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the Vendor to remove and lawfully dispose of under this contract.

11. REPORTS, CERTIFICATIONS, and DOCUMENTATION

11.1. Accountable Debris Load Forms: County and Vendor shall, after reconciliation, accept the serialized copies of the debris reporting tickets or approved ticket data base as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by County representative. The serialized ticketing system (paper or approved electronic) will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station. These tickets/data base shall be used as the basis of any electronic generated billing and/or reports.

- If requested, the Vendor shall provide, minimum 4 part carbon copy, debris load tickets for use through the recovery operations.
- All debris collection and disposal information required by FEMA or other regulations must be documented on each load ticket
- The Vendor shall submit all original load tickets to the County

At the option and request of the County, the Vendor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

Exhibit E
Project Funding Package

An approved and auditable electronic debris ticket database, established through the use of an approved ADMS provided by the County's debris monitoring Vendor, may be used in place of serialized copies of the debris reporting tickets. In this event, load tickets shall be replaced by ADMS generated receipts or reconciled electronic database where applicable.

- 11.2. **Reports:** Vendor shall submit periodic, written reports to County as requested or required, detailing the progress of debris removal and disposal. These reports shall include, but are not limited to:

- 11.2.1. **Daily Reports:** Daily reports shall detail the locations where passes for debris removal were conducted; the quantity of debris (by type) removed and disposed of; the total number of personnel crews engaged in debris management operations; and the number of grinders, chippers and mulching machines in operation. Vendor shall also report and provide regular repair progress updates of any damages to private property caused by the debris operation or damage claims made by citizens and such other information as shall be required to completely describe the daily conduct of Vendor's operations.
- 11.2.2. **Weekly Summaries:** A summary of all information contained in the daily reports as set out in Section 11.2.1 of this Contract or in a format required by County.
- 11.2.3. **Report Delivery:** The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by County in consultation with Vendor.
- 11.2.4. **Final Project Closeout:** Upon final inspection and/or closeout of the project by County, Vendor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to County. Vendor shall provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for County and/or other government entity. Report shall include a section detailing any private property damages or claims, the satisfaction of these claims, as well as the status of any outstanding claims that require further action by the Vendor.
- 11.2.5. **Additional Supporting Documentation:** Vendor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Vendor as may be required by County and/or other governmental entity to support requests for debris project reimbursement from external funding sources.
- 11.2.6. **Report Maintenance:** The Vendor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Vendor shall maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.
- 11.2.7. **Contract File Maintenance:** The Vendor shall maintain this Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of the County, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. The County may unilaterally cancel this contract for refusal to comply with this provision.

12. PRICING AND PAYMENTS

12.1. Schedule of Values

- 12.1.1. Category A – Core Services includes pricing for debris removal; debris processing; debris disposal; hazardous limb removal; and storm damage tree removal.

Exhibit E
Project Funding Package

12.1.1.1. Unless specifically assigned to a line item, the following notes are defined and assigned to Category A of the Schedule of Values:

- Note 1 - Prices shall include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda, Florida. Tipping fees at final disposal site(s) shall be the responsibility of the Vendor and passed through to the County without mark-up, unless approved otherwise. See section 9.7.10. within scope of services for disposal at County Owned and Operated disposal sites.
- Note 2 - For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage shall begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost shall be applied to each ticketed out of county load and be applicable to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance.
- Note 3 - For a multi-year contract, the prices shown in Category A will be adjusted and applied every corresponding year on the anniversary date of the Contract, up to the fifth year.
- Note 4 – Includes all site services, including but not limited to, providing monitoring towers, sanitary portable restrooms, and site safety & security.
- Note 5 – Includes comprehensive management of all debris site activities, including grubbing and establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 9.7 in the scope of services for more detail.
- Note 6 – All items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including Appendix G, FEMA DAP9523.11, Hazardous Stump Extraction and Removal Eligibility as provided by the Public Assistance Debris Management Guide FEMA-325 / July 2007 or as amended.

12.1.2. Category B – Specialized Labor and Work Crews includes pricing for specialized labor; work crews (typical crew makeup for “first 70 hours of operation”); and additional laborers.

12.1.2.1. Unless specifically assigned to a line item, the following notes are defined and assigned to Category B of the Schedule of Values:

- Note 1 - For a multi-year contract, the prices shown in Category B will be adjusted and applied every corresponding year on the anniversary date of the Contract, up to the fifth year.

12.1.3. Category C – Equipment includes pricing for equipment used while performing disaster recovery services.

12.1.3.1. Unless specifically assigned to a line item, the following notes are defined and assigned to Category C of the Schedule of Values:

- Note 1 - For a multi-year contract, the prices shown in Category C will be adjusted and applied every corresponding year on the anniversary date of the Contract, up to the fifth year.

41	RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County
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Exhibit E
Project Funding Package

- 12.2. Billing Cycle:** The Vendor shall invoice County on a 30-day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps shall support all invoices. Electronic copies of supporting documentation may be used if approved by the County.
- 12.3. Ineligible Work:** The Vendor will not be paid for the removal, transportation, storage, reduction and/or disposal of any materials or stumps that were determined by County and/or other government entity as ineligible debris and for which the Vendor was not formally authorized to perform by the County.
- 12.4. Eligibility Inspections:** The Vendor and the County or its representatives shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris as determined within this Contract.
- 12.5. Eligibility Determinations:** If any load is determined to contain material that does not meet the definition of eligible debris, e.g., debris collected from private property or not at the request of the County or its representatives, the load shall be directed to an alternate disposal or processing facility. No payment will be approved, and the Vendor shall not invoice the County for ineligible loads. County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.
- 12.6. Unit Price/Service Negotiations:** Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices within this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between the County and the Vendor and subject to the review of the government.
In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the schedule of values and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.
- 12.7. Specialized Services:**
The Vendor may invoice County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under within this Contract. Additional specialized services will only be performed when directed by the County. The rate for specialized services shall be in accordance with the rates provided in the Schedule of Values. Items not included shall be negotiated and shall be fair and reasonable as determined by the County.

End of Detailed Specifications

Exhibit E
Project Funding Package

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **30 pages** printed single-sided; **page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction and Description of Firm

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- Number of years proposer has been in business under present name
- Identify any other former names your organization has operated under
- Proposed responsible office location and the number of full-time employees assigned to the responsible office

**Cover Page should be brief and concise not exceeding 1 to 2 pages in length. Cover page does NOT count towards page restriction requested herein. **

TAB 1: Experience & References

- Proposer shall provide an Executive Summary, limited to 3 pages, to be written in non-technical language that summarizes the Proposer's overall capabilities, approaches for accomplishing the services specified herein, and demonstrates the proposer has the successful experience and is primarily engaged in year-round debris management services similar to those outlined in this solicitation and typically performed in federally declared events.
- Proposer shall provide written documentation describing similar disaster recovery projects that it has successfully completed within the last fifteen (15) years of this proposal. A maximum of five (5) projects shall be provided. The proposer must provide written documentation and details indicative of experience in disaster recovery projects that would allow the evaluation committee to easily

Exhibit E
Project Funding Package

determine whether the work is similar and comparable to disaster events and the scope of work being requested within this RFP document.

- a. Project example information should include:
 - i. Project Name
 - ii. Description of Project
 - iii. Dates of Services
 - iv. Contract Award Amount
 - v. Estimated volume of debris removed (In CY) per day
 - vi. Total amount of debris processed in cubic yards
 - vii. Agency Name
 - viii. Agency Point of Contact
 - ix. Agency Phone Number
 - x. Agency Email Address
- If applicable, Proposer shall provide supporting evidence of previous experience with simultaneous event activations and how this was managed.
- Proposer shall provide a complete list of all **current** clients contracted with for the same type of scope of work for Disaster Recovery Services.
 - a. This list shall include:
 - i. Client Name
 - ii. Client Contact Information
 - Point of Contact Name, Phone, Email
 - iii. Brief Description of Contract
 - iv. Effective/Start Date of Contract
 - v. Expiration Date of Contract

TAB 2: Company Resources: Facilities, Equipment, & Personnel

- Proposer must provide a list of facilities, equipment, personnel and listing of Sub-Vendors available to do the work proposed.
 - Proposer must state how these resources will be sufficient to handle the proposer's total workload including other non-Lee County projects and sufficient for periods of prolonged activation.
 - Proposer shall provide and demonstrate their capability of performing during simultaneous events.
- Provide a detailed description of the firm's **specific** project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes of proposed project management team to be assigned to the Lee County contract.

**Resumes are not included within page restrictions but should be limited to one (1) page per person. **

Exhibit E
Project Funding Package

TAB 3: Company Capabilities

- Proposer shall provide a Work Plan demonstrating the firm's grasp of the scope of service required for a declared emergency disaster assistance, and the firm's ability to adapt to changing conditions during a recovery project. This Work Plan shall be inclusive of the below specifications:
 - ◆ Provide details and/or demonstrate the firm's experience with the following items;
 - Data management and tracking system; including ADMS.
 - Ability to work with different accounting and tracking systems.
 - Communications systems.
 - Ability to mobilize recovery teams and full scale recovery efforts in a timely manner.
 - The removal of hazardous and special debris/waste.
 - Community relations (public meetings, public outreach, media, etc.)
 - Ability to establish, operate, and remediate DMS sites; including environmental and regulatory experience.
 - ◆ Proposer shall demonstrate their ability to be fully operational in providing all services required within 48 hours of initial notice to proceed, depending upon the service(s) requested.
 - ◆ Proposer shall detail their ability to maintain full operational capability (Minimum of 12 hours a day, seven days a week) for an extended period.
 - ◆ Proposer shall clearly indicate the scope of services to be performed by Sub-Vendors or other third parties hired by the Proposer.

TAB 4: Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

TAB 5: Financial Stability

- Proposer must demonstrate financial stability sufficient for the Evaluation Selection Committee to conclude Proposer has the financial ability to perform and support the required services proposed for the term of the contract and the financial resources and capabilities to assume extensive and large expenditures; including sufficient cash flow such as to not negatively impact staffing and resource levels through uninterrupted timely payment of Sub-Vendor's for the duration of a large scale extended recovery event.
- The Proposer must provide a statement of the Proposer's financial stability, including information regarding any current or previous bankruptcy proceedings.
- The proposer shall provide a listing of any penalties, fines, or settlements exceeding \$10,000.00 for any acts related to environmental regulations and levied by a state or federal agency during the past ten (10) years of providing debris management services.
- Proposer must provide a letter of bond-ability from your firm's Surety, on their letterhead or equivalent, specifying and confirming your firm's bonding capability. Letter of bond-ability provided by the awarded Vendor shall be held by the County and good for the entire duration of the contract.

Exhibit E
Project Funding Package

TAB 6: Price Proposal

- Within Tab 5, the Proposer shall submit the Price Proposal Form containing the Schedule of Values as provided within the attached Excel Price Proposal Form. Proposer shall complete the attachment in its entirety, by providing all rates as requested within the worksheets identified as Categories A, B, and C.
- Pricing submitted on the worksheet identified as Category A, *Core Services*, is the only pricing that will be utilized for evaluation purposes. However, pricing across all three worksheets will be contracted and shall remain firm for the duration of the contract, inclusive of any renewals.
- Vendor shall provide pricing for all line items within Category A - Core Services, to be considered for Award. Failure to do so may deem your firm as non-responsive.
- The lowest Price Proposal of Category A will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points.
 - For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: \$ 150,000.00/ \$160,000.00 = .9375; .9375 x 25 = 23.4375

TAB 7: Required Forms

- Forms 1- 11

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	EXPERIENCE and REFERENCES (TAB 1)	10
2	COMPANY RESOURCES: FACILITIES, EQUIPMENT & PERSONNEL (TAB 2)	20
3	COMPANY CAPABILITIES (TAB 3)	10
4	PLAN OF APPROACH (TAB 4)	25
5	FINANCIAL STABILITY (TAB 5)	5
6	PRICE PROPOSAL (TAB 6)	30
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

46

RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Exhibit E
Project Funding Package

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Tuesday, March 5, 2024	N/A
Pre-Proposal Meeting	N/A	9:30 AM *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Friday, April 5, 2024	Prior to 2:30 PM
First Committee Meeting Short list discussion	Wednesday, April 24, 2024	TBD
Notify Shortlist Selection via e-mail	Friday, April 26, 2024	N/A
Final Scoring/Selection Meeting	Wednesday, May 8, 2024	TBD
Board Meeting	TBD	9:30 AM
Additional notes on Submission Schedule: <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i> <i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – Procurement Management.</i>		

End of Section

47

RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Exhibit E
Project Funding Package

LEE COUNTY DOCUMENT MANAGEMENT FORM

For

RFP230596BJB – Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

These forms are required as indicated below and all required forms should be submitted with the Bidder's/Proposer's submission package. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Bid/Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey <i>*(Requested after opening of lowest Bidder only)</i>	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Sub-Contractor List	Required	
6	Public Entity Crime Form	Required	
7	Certification Regarding Lobbying	Required	
7a	Disclosure of Lobbying Activities	If applicable	
8	E-Verify Affidavit	Required	
9	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Required	
*	Proposal Label	Required	

It is the Bidder's/Proposer's responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit required forms may deem your company as non-responsive.

FORMS DESCRIPTION & INSTRUCTIONS
REQUEST FOR PROPOSAL (NON-CCNA)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County’s standard forms.

<u>Form #</u>	<u>Title/Description</u>
<i>1</i>	<i>Solicitation Response Form (Required)</i> All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) as certification of this required information. Sample attached for your reference. Verify that all addenda and tax identification number have been provided.
<i>1a</i>	<i>Price Proposal Form (Required)</i> This form is used to provide itemization of project cost and a “Schedule of Values”.
<i>*</i>	<i>Business Relationship Disclosure Requirement (if Applicable)</i> Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this <u>disclosure is applicable, the Bidder must request the form entitled “INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS”</u> (Required by § 112.313(12)(b), F.S.) to be completed and <u>returned with the Solicitation Response</u> . It is the Bidder’s responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive. NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.
<i>2</i>	<i>Affidavit Certification Immigration Laws (Required)</i> Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.
<i>3</i>	<i>Reference Survey (Required)</i> Provide this form to reference respondents. This form <u>will be turned in with the proposal</u> package. Section 1: Bidder/Proposer to complete with <u>reference respondent’s</u> information prior to providing to them for their response. (This is <u>not</u> the Bidder/Proposer’s information.) Section 2: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response. - The <u>reference respondent</u> should complete “Section 3.” - The reference respondent to print and sign name Three (3) Reference responses are to be <u>returned with the proposal package</u>. - Failure to obtain reference surveys may make your company non-responsive.
<i>5</i>	<i>Sub-Contractor/Consultant List (If applicable)</i> To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

Exhibit E
Project Funding Package

- 6** *Public Entity Crimes Form (Required)*
Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.
- 7** *Certification Regarding Lobbying (Required)*
To be completed and returned by Vendor with submittal. Certifies that no Federal appropriated funds have been paid or will be paid by the Vendor any person for influencing or attempting to influence the awarding of a contract.
- 7a** *Disclosure of Lobbying Activities (if applicable)*
To be completed and returned by the Vendor with submittal if applicable. Provides disclosure of lobbying activities.
- 8** *Immigration Law Affidavit Certification (E-Verify) (Required)*
To be completed and returned by the Vendor with submittal. Certifies that the Vendor is fully compliant with all immigration laws, comply with and provide proof of enrollment in E-Verify program.
- 9** *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Required)*
To be completed and returned by the Vendor with submittal. Certifies that the Vendor is not presently debarred, suspended, and ineligible or voluntary excluded from participating in this contract.
- *** *Proposal Label (Required)*
Self-explanatory. Please affix to the outside of the sealed submission documents.

It is the Proposer's responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

Exhibit E
Project Funding Package

Form 1 – Solicitation Response Form



**LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM**

Date Submitted: 4/4/24 Deadline Date: 4/5/2024

SOLICITATION IDENTIFICATION: RFP230596BJB

SOLICITATION NAME: Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals & Natural Creeks

COMPANY NAME: Aftermath Disaster Recovery, Inc.

NAME & TITLE: (TYPED OR PRINTED) Melanie Corley, President

BUSINESS ADDRESS: (PHYSICAL) 1826 Honeysuckle Ln

CORPORATE OR MAILING ADDRESS: Prosper, TX 75078

☒ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG 1826 Honeysuckle Ln., Prosper, TX 75078

E-MAIL ADDRESS: mkcorley@aftermathdisaster.com

PHONE NUMBER: (972) 567-1489 FAX NUMBER: (972) 567-1489

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEBSITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE. BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. 1 Dated: 3/26/24 No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: 46-3248226

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

- 1 **Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.
- 2 **Scrutinized Companies Certification:**
Section 287.135, FL § . prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§.
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

51 RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Exhibit E
Project Funding Package

Form 1 – Solicitation Form, Page 2

- 3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ Business Relationship Applicable (request form)

☒ Business Relationship NOT Applicable

- 4** Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate.

☐

Yes

☒

No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER, WITNESSED AND SEALED (IF APPLICABLE)

Aftermath Disaster Recovery, Inc.

Company Name (Name printed or typed)

Melanie Corley

Authorized Representative Name (printed or typed)

President

Authorized Representative's Title (printed or typed)

Melanie Corley
Authorized Representative's Signature

(Affix Corporate Seal, if applicable)

Melanie Burchfiel, Contract Admin
Witnessed/Attested by: (Witness Secretary name and title printed or typed)

Melanie Burchfiel
Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

AFTERMATH DISASTER RECOVERY, INC

Filing Information

Document Number F14000003039
FEI/EIN Number 46-3248226
Date Filed 07/17/2014
State TX
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/26/2015

Principal Address

1095 WILLY VESTER
VAN ALSTYNE, TX 75495

Changed: 01/29/2023

Mailing Address

1826 HONEYSUCKLE LN
PROSPER, TX 75078

Registered Agent Name & Address

REGISTERED AGENTS INC
7901 4TH STREET N,
SUITE 300
ST.PETERSBURG, FL 33702

Name Changed: 01/29/2018

Address Changed: 01/29/2019

Officer/Director Detail

Name & Address

Title CPST

CORLEY, MELANIE
1826 HONEYSUCKLE LN
PROSPER, TX 75078

Exhibit E
Project Funding Package

Title VCVF

CORLEY, ROBERT O
1826 HONEYSUCKLE LN
PROSPER, TX 75078

Annual Reports

Report Year	Filed Date
2022	01/31/2022
2023	01/29/2023
2024	02/01/2024

Document Images

02/01/2024 -- ANNUAL REPORT	View image in PDF format
01/29/2023 -- ANNUAL REPORT	View image in PDF format
01/31/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
03/04/2019 -- ANNUAL REPORT	View image in PDF format
01/29/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
04/29/2016 -- ANNUAL REPORT	View image in PDF format
10/26/2015 -- REINSTATEMENT	View image in PDF format
07/17/2014 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

Form 1a – Bid/Proposal Form

PROCUREMENT MANAGEMENT DEPARTMENT PRICE PROPOSAL FORM

COMPANY NAME: _____

SOLICITATION: RFP230596BJB – Disaster Recovery Services for Debris & Vegetation Removal

From Waterways, Canals and Natural Creeks in Lee County

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete schedule. The Excel document contains 3 worksheets identified as Category A, Category B and Category C. All highlighted fields in green must be completed. Pricing submitted on the worksheet identified as Category A, *Core Services*, is the only pricing that will be utilized for evaluation purposes. However, pricing across all three worksheets will be contracted and shall remain firm for the duration of the contract, inclusive of any renewals. Estimated quantities provided are for evaluation purposes only and do not guarantee any amounts.

The Excel document provides formulas for convenience; however, it is the Proposer's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel documents(s).

REMINDER: In the event there is a discrepancy between the total proposed amount, or the extended amounts and the unit prices proposed, the unit prices will prevail, and the corrected sum will be considered the quoted price.

The County will only accept proposals submitted on the proposal form provided by the County. Proposals submitted on other forms, other than those provided by the County, will deem Proposer as non-responsive and ineligible for award. Proposers may not adjust or modify data provided within the Price Proposal Form. Proposals received with modified data may deem the Proposer as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid/Proposal Form with your hard copy submission packages and provided the excel version with your digital submission package.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work as specified herein.

Exhibit E
Project Funding Package

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP230596BJB**

SOLICITATION NAME: **Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals & Natural Creeks in Lee County**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY. PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: Aftermath Disaster Recovery, Inc.

Melanie Corley
Signature Title

President

March 28, 2024

Date

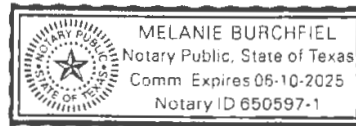
STATE OF Texas
COUNTY OF Colin

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of March, 2024, by Melanie Corley who has produced
(Print or Type Name)

Texas Drivers License as identification.
(Type of Identification)

Melanie Burchfiel
Notary Public Signature

Melanie Burchfiel
Printed Name of Notary Public
650597-1 Exp. 6-10-2025
Notary Commission Number/Expiration



The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

55

RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

"Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation."

Company Name: Aftermath Disaster Recovery, Inc.

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity- acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non- compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>
NONE							

Make as many copies of this sheet as necessary to provide a 10-year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the company name and write "NONE" in the first "Type of Incident" box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. Proposals may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on this disclosure form. Additionally, proposals may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Page Number: / Of / Total pages

57 RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Form 5 - Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

58	RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County
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Exhibit E
Project Funding Package

Form 5 - Sub-contractor/consultant List

SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total
Optimal Recovery, LLC	Waterway debris removal	Carl Rossi	215-768-8751	no	25%
Fowler Construction	Waterway debris removal	Sammy Fowler	903-262-5655	no	--
Tiger Bayou, Inc.	Waterway debris removal	Clyde Ewing	225-337-1208	no	--

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

58

IRFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Exhibit E
Project Funding Package

Form 6 - Public Entity Crime Form

Page 1 of 2

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Lee County
(Print name of the public entity)
by Melanie Corley, President
(Print individual's name and title)
for Aftermath Disaster Recovery, Inc.
(Print name of entity submitting sworn statement)
whose business address is 1826 Honeysuckle Ln., Prosper, TX 75078
(If applicable) its Federal Employer Identification Number (FEIN) is 46-3248226
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime;
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

☒ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

59 RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Exhibit E
Project Funding Package

Form 6 - Public Entity Crime Form, Page 2

Page 2 of 2

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida. Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Melanie Corley
(Signature)
3/28/24
(Date)

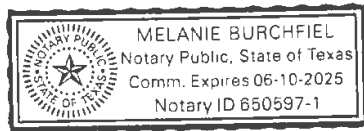
STATE OF Texas
COUNTY OF Collin

The foregoing instrument was signed and acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 28th day of March, 2024, by Melanie Corley who has produced
(Print or Type Name)

Texas Drivers License as identification.
(Type of Identification)

Melanie Burchfiel
(NOTARY PUBLIC)

My Commission Expires: Exp. 6-10-2025



60 RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Exhibit E
Project Funding Package

Form 7 - Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor/Consultant, Aftermath Disaster Recovery, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor/Consultant's Authorized Official

Melanie Corley, President

Name & Title of Contractor/Consultant's Authorized Official

3/28/24

Date

Exhibit E
Project Funding Package

Form 8: E-Verify Affidavit

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with County Procurements where applicable. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by County personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by the County.

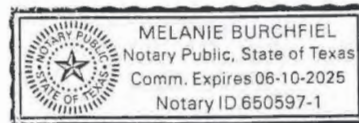
Company Name Aftermath Disaster Recovery, Inc.
 Print Name Melanie Corley Title President
 Signature *Melanie Corley* Date 3/28/24
 State of Texas
 County of Collin

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 28th day of March, 2024, by

Melanie Corley who has produced Texas Drivers License as identification.
 (Print or Type Name) (Type of Identification)

Melanie Burchfiel
 Notary Public Signature

Melanie Burchfiel
 Printed Name of Notary Public
650597-1 Exp. 6-10-2025
 Notary Commission Number/Expiration



The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

63 RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Exhibit E
Project Funding Package

Form 9 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, Aftermath Disaster Recovery, Inc. of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDOR

Aftermath Disaster Recovery, Inc.

By: Melanie Corley

Signature

Melanie Corley, President
Name and Title

1826 Honeysuckle Ln

Street Address

Prosper, TX 75078

City, State, Zip

March 28, 2024

Date

64

RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals and Natural Creeks in Lee County

Exhibit E
Project Funding Package

Sealed Proposal Label

**Cut along the outer border and affix this label to
your sealed solicitation envelope to identify it as
a “Sealed Submission/Proposal”.**

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION NO.:	RFP230596BJB
SOLICITATION TITLE:	Disaster Recovery Services for Debris & Vegetation Removal from Waterways, Canals & Natural Creeks in Lee County
DATE DUE:	Friday, April 5, 2024
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL, 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



***Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY

65 RFP230596BJB - Disaster Recovery Services for Debris & Vegetation Removal from Waterways,
Canals and Natural Creeks in Lee County

MEMORANDUM

TO: Chadd Chustz, Austin Gilchrist
FROM: Mark Kincaid
DATE: March 22, 2024
SUBJECT: Post-Ian Residential Canal Debris Assessment
CEC FILE NO. 23.313

1 Introduction

On September 28, 2022 Hurricane Ian made landfall near Cayo Costa, Florida as a Category 4 hurricane, with maximum sustained winds of 150 mph (<https://www.nesdis.noaa.gov/news/hurricane-ians-path-of-destruction>). The storm brought intense winds, heavy rainfall and catastrophic storm surge. An unprecedented storm surge of up to 15 feet was reported along the southwest Florida coast.

Following the storm, State and Federal contractors conducted island-wide debris removal operations. Crews utilizing barge mounted equipment removed debris from the 31 residential canals and waters surrounding Estero Island. Many of the canals experienced shoaling as a result of the overwash caused by the storm.

To assess the condition of the residential canals on Estero Island, the Town has requested CEC conduct the following;

- Cursory bathymetric survey to evaluate impacts, if any, of storm related scouring/shoaling of canal bottom
- Side scan sonar survey to identify submerged debris, if any, that could impact public navigation.

This memorandum summarizes the work and results of these tasks.

2 Data Collection

On January 25 and March 7, 2024 CEC deployed a land-based Real-Time Kinematic (RTK) Global Positioning System (GPS) base station to transmit corrections to a vessel mounted RTK GPS system. Utilizing a shallow draft, 20-foot fiberglass hull survey vessel powered by a single outboard motor CEC acquired side scan sonar imagery and bathymetric data within the residential canals on Estero Island. Survey operations were conducted by a two-person field crew. The following equipment was employed to complete the investigation:

Navigation and Positioning:

- Trimble R8 RTK GPS Base Station
- Trimble R8 GPS Rover
- HYPACK Hydrographic Data Acquisition Software

Seafloor Mapping:

- CEE ECHO Single Beam Echo Sounder (200kHz)
- Starfish 990F XD 1MHz CHIRP Side Scan Sonar System

The echo sounder and side scan sonar were side mounted on the survey vessel. The side scan sonar system was programmed to provide a 20-meter range on either side of the survey vessel. Survey data was collected longitudinally along the centerline of each canal in a manner that provided 100 percent coverage of the navigable width. Approximately 11 line miles of data was collected.

3 Data Processing

The side scan sonar imagery and bathymetric data were processed and interpreted using the HYPACK software. Debris and other unidentifiable targets were documented during the data reduction process. Utilizing the side scan sonar return signal strength, approximate dimensions (length, width, height above bottom) were obtained for each target. See Attachment 1 – Side Scan Sonar Target Report and Plan View Exhibit for further details.

4 Discussion

Per the Town's direction, CEC collected bathymetric data along two longitudinal lines in each canal. The horizontal distance between survey lines varied and was based on the navigable width of each canal. As there is no available historic bathymetric data to depict pre-storm conditions, no scouring/shoaling analysis was conducted. cursory review of the data shows the elevations within the canals ranges from -2.1 feet to -15.7 feet NAVD88. The average canal depth is -4.5 feet NAVD88.

Side scan sonar data was collected along the same two longitudinal lines. Significant debris was observed within the canal of varying sizes. Derelict docks/lifts and seawalls were present in many of the canals. As the purpose of this assessment was to identify hazards that may impact public navigation, the survey focused on the navigable canal width (center portion of the canal). Sixty-one targets were identified that are worthy of investigation. Eight canals did not have debris of notable size.

5 Recommendations

The Town is taking all the necessary steps to ensure the public's safe navigation and to restore/improve the residential canals on Estero Island. CEC recommends the following.

- Town divers ground truth and assess all targets to determine validity.
- Town divers remove targets of manageable size not requiring heavy equipment.
- Town hire marine contractor to remove larger targets that require greater effort.

- Use cursory bathymetric data to identify potential shoaling in the canals that require additional data collection to quantify volume of material.
- Collect additional bathymetric data at shoaled areas identified in cursory data by surveying cross sections of canals at a maximum 50-foot spacing.

Future consideration should be given to conducting periodic bathymetric surveys of the residential canals. This data will support public navigation, provide data for accretion rates, and facilitate potential future storm related analyses/claims required for funding claims through FEMA.



LEGEND
+ = DEBRIS TARGET

SHEET 1
FILE NO.: 23313 CANALS

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

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL SERVICES
GEOLOGICAL SERVICES
SURVEY AND MAPPING

PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

CLIENT:
TOWN OF FORT MYERS BEACH

TITLE:
POST-IAN RESIDENTIAL CANAL DEBRIS
ASSESSMENT SURVEY EXHIBIT

DATE: 3/22/2024
DRAWN: GVT
CHECKED: MAK
SEC. TWP. RNG.
ACAD NO. FMB Canal Debris Survey.dwg
REF. NO. 23.313

SCALE: AS NOTED
F.B.
PG.
FMB Canal Debris Survey.dwg

NO.	DATE	BY	REVISION DESCRIPTION



LEGEND
+ = DEBRIS TARGET

SHEET 2 FILE NO.: 23313 CANALS  COASTAL ENGINEERING CONSULTANTS INC. Serving Florida Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135 COASTAL AND MARINE ENGINEERING ENVIRONMENTAL SERVICES GEOLOGICAL SERVICES SURVEY AND MAPPING PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecifl.com	CLIENT: TOWN OF FORT MYERS BEACH		DATE: 3/22/2024	SCALE: AS NOTED					
	TITLE: POST-IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY EXHIBIT		DRAWN: GVT	F.B.					
			CHECKED: MAK	PG.					
			SEC. TWP. RNG.						
			ACAD NO. FMB Canal Debris Survey.dwg						
			REF. NO. 23.313						
				NO.	DATE	BY	REVISION DESCRIPTION		



SHEET 3 FILE NO.: 23313 CANALS  COASTAL ENGINEERING CONSULTANTS INC. Serving Florida Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135	COASTAL AND MARINE ENGINEERING ENVIRONMENTAL SERVICES GEOLOGICAL SERVICES SURVEY AND MAPPING PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecifi.com	CLIENT:	TOWN OF FORT MYERS BEACH				DATE:	3/22/2024		SCALE:	AS NOTED					
		TITLE:	POST-IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY EXHIBIT				DRAWN:	GVT		F.B.						
							CHECKED:	MAK		PG.						
							SEC.	TWP.		RNG.						
							ACAD NO.	FMB Canal Debris Survey.dwg								
							REF. NO.	23.313								
														NO.	DATE	BY



LEGEND

+ = DEBRIS TARGET

SHEET 4
FILE NO.: 23313 CANALS

**COASTAL
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CLIENT: **TOWN OF FORT MYERS BEACH**
TITLE: **POST-IAN RESIDENTIAL CANAL DEBRIS
ASSESSMENT SURVEY EXHIBIT**

DATE:	3/22/2024	SCALE:	AS NOTED				
DRAWN:	GVT	F.B.					
CHECKED:	MAK	PG.					
SEC.	TWP.	RNG.					
ACAD NO.	FMB Canal Debris Survey.dwg						
REF. NO.	23.313						
		NO.	DATE	BY	REVISION DESCRIPTION		



SHEET 5 FILE NO. 23313 CANALS	 COASTAL ENGINEERING CONSULTANTS INC. Serving Florida Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135	COASTAL AND MARINE ENGINEERING ENVIRONMENTAL SERVICES GEOLOGICAL SERVICES SURVEY AND MAPPING PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecifl.com	CLIENT:	TOWN OF FORT MYERS BEACH				DATE:	3/22/2024	SCALE:	AS NOTED				
			TITLE:	POST-IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY EXHIBIT				DRAWN:	GVT	F.B.					
			CHECKED:					MAK	PG.						
			SEC.					TWP.		RNG.					
			ACAD NO.					FMB Canal Debris Survey.dwg							
			REF. NO.					23.313				NO.	DATE	BY	REVISION DESCRIPTION

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #1

Name	Survey Date	03/07/2024
10:48:42	Time	10:48:42
Survey File	X	693759.5
240307_0001_1047	Y	753977.6
Capture File	WGS84 Latitude	26 24 28.5646 N
10_48_42.JPG	WGS84 Longitude	081 53 6.523 W
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	Height Above Bottom	1.9
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	Width	2.6

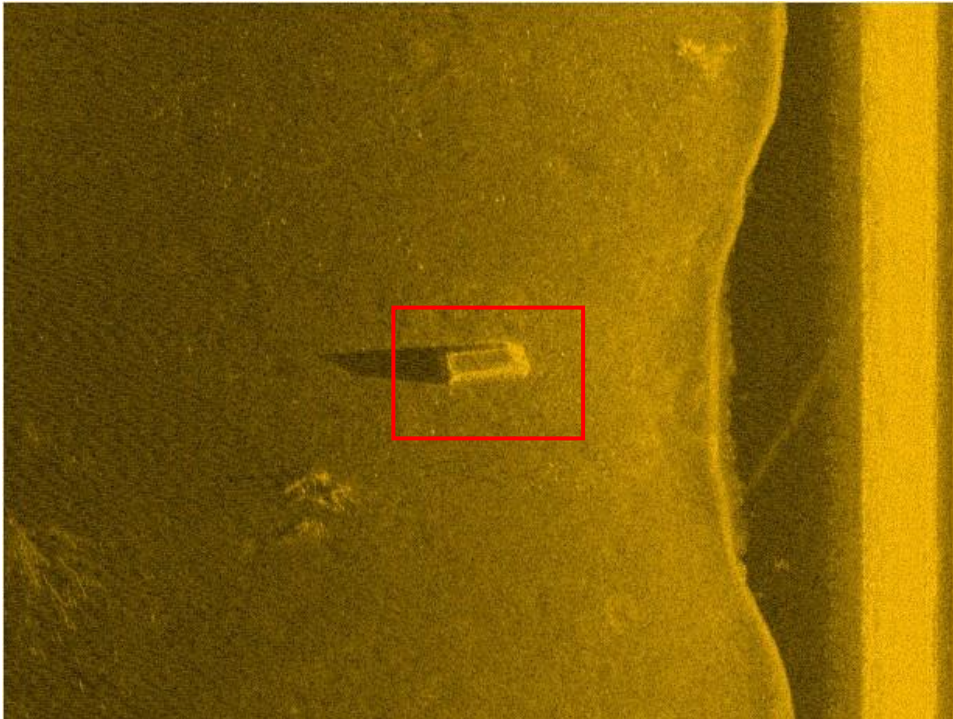


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #2

Name	Survey Date	03/07/2024
10:54:22	Time	10:54:22
Survey File	X	692151.9
240307_0001_1047	Y	753835.7
Capture File	WGS84 Latitude	26 24 27.1731 N
10_54_22.JPG	WGS84 Longitude	081 53 24.206 W
	Bottom Elevation (NAVD)	-13
	Height Above Bottom	3.6
	Length	5.4
	Width	3.0

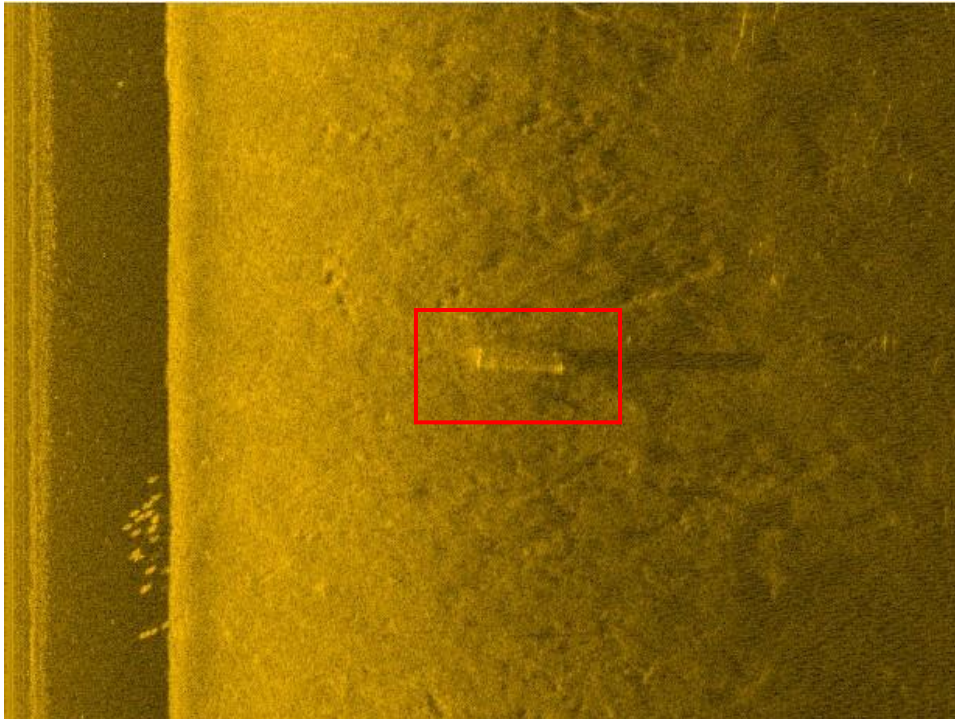


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #3

Name	Survey Date	03/07/2024
10:55:35	Time	10:55:35
Survey File	X	691744.2
240307_0001_1047	Y	753833.6
Capture File	WGS84 Latitude	26 24 27.1557 N
10_55_35.JPG	WGS84 Longitude	081 53 28.6902 W
	Bottom Elevation (NAVD)	-10
	Height Above Bottom	3.4
	Length	1.6
	Width	2.4

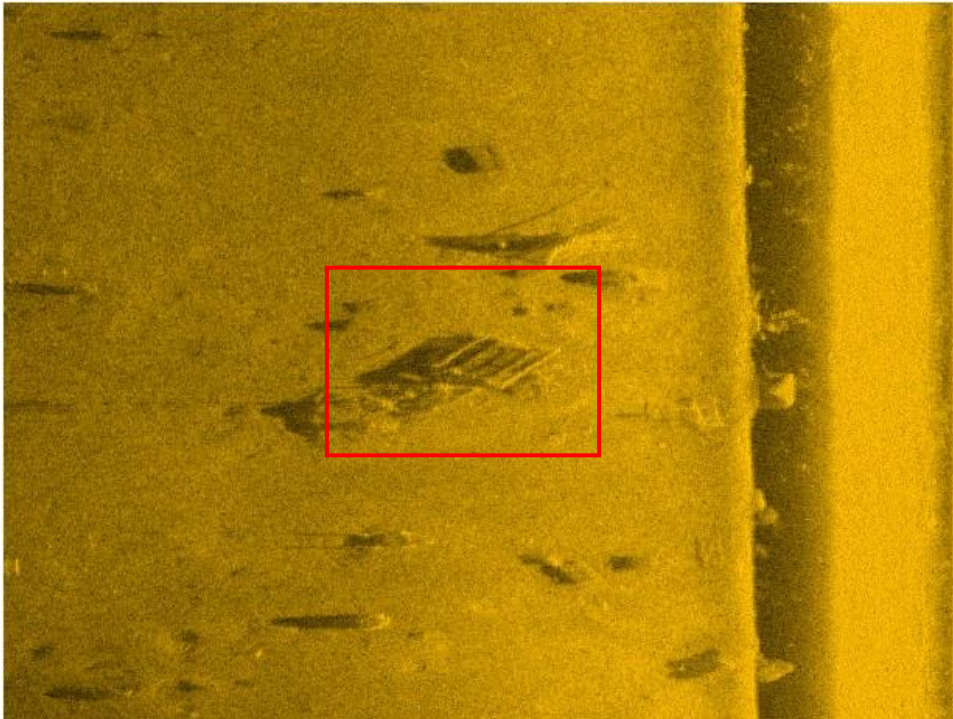


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #4

Name	Survey Date	03/07/2024
10:57:11	Time	10:57:11
Survey File	X	691194.5
240307_0001_1047	Y	753673.9
Capture File	WGS84 Latitude	26 24 25.5785 N
10_57_11.JPG	WGS84 Longitude	081 53 34.7377 W
	Bottom Elevation (NAVD)	-11
	Height Above Bottom	2.2
	Length	4.5
	Width	5.5



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #5

Name	Survey Date	03/07/2024
10:57:46	Time	10:57:46
Survey File	X	691000.8
240307_0001_1047	Y	753736.9
Capture File	WGS84 Latitude	26 24 26.2041 N
10_57_46.JPG	WGS84 Longitude	081 53 36.8676 W
	Bottom Elevation (NAVD)	-12
	Height Above Bottom	2.9
	Length	4.0
	Width	5.9



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #6

Name	Survey Date	03/07/2024
11:24:41	Time	11:24:41
Survey File	X	692934.2
240307_0002_1124	Y	752973.5
Capture File	WGS84 Latitude	26 24 18.6268 N
11_24_41.JPG	WGS84 Longitude	081 53 15.6099 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	1.4
	Length	2.9
	Width	4.4



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #7

Name	Survey Date	03/07/2024
11:16:41	Time	11:16:41
Survey File	X	693517.3
240307_0003_1115	Y	753050.7
Capture File	WGS84 Latitude	26 24 19.3864 N
11_16_41.JPG	WGS84 Longitude	081 53 9.1959 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	1.3
	Length	7.1
	Width	2.5

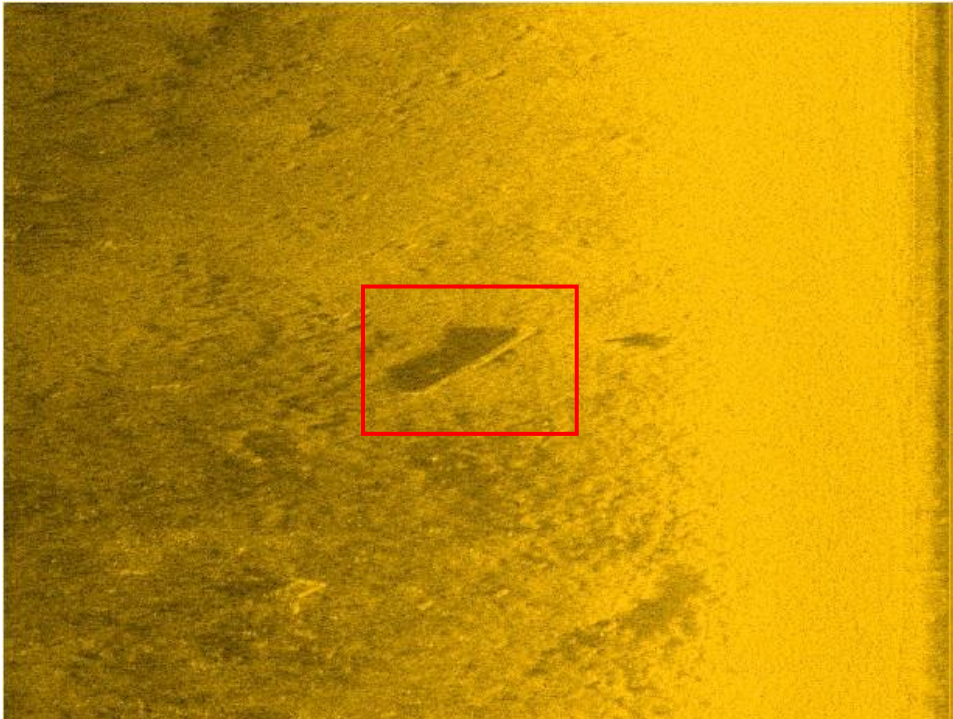


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #8

Name	Survey Date	03/07/2024
11:16:32	Time	11:16:32
Survey File	X	693550.3
240307_0003_1115	Y	753099.7
Capture File	WGS84 Latitude	26 24 19.8714 N
11_16_32.JPG	WGS84 Longitude	081 53 8.8325 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	0.4
	Length	9.7
	Width	0.9



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #9

Name	Survey Date	03/07/2024
11:28:34	Time	11:28:34
Survey File	X	693043.6
240307_0003_1128	Y	752927.0
Capture File	WGS84 Latitude	26 24 18.1653 N
11_28_34.JPG	WGS84 Longitude	081 53 14.4071 W
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	Height Above Bottom	0.9
	Length	3.1
	Width	3.2

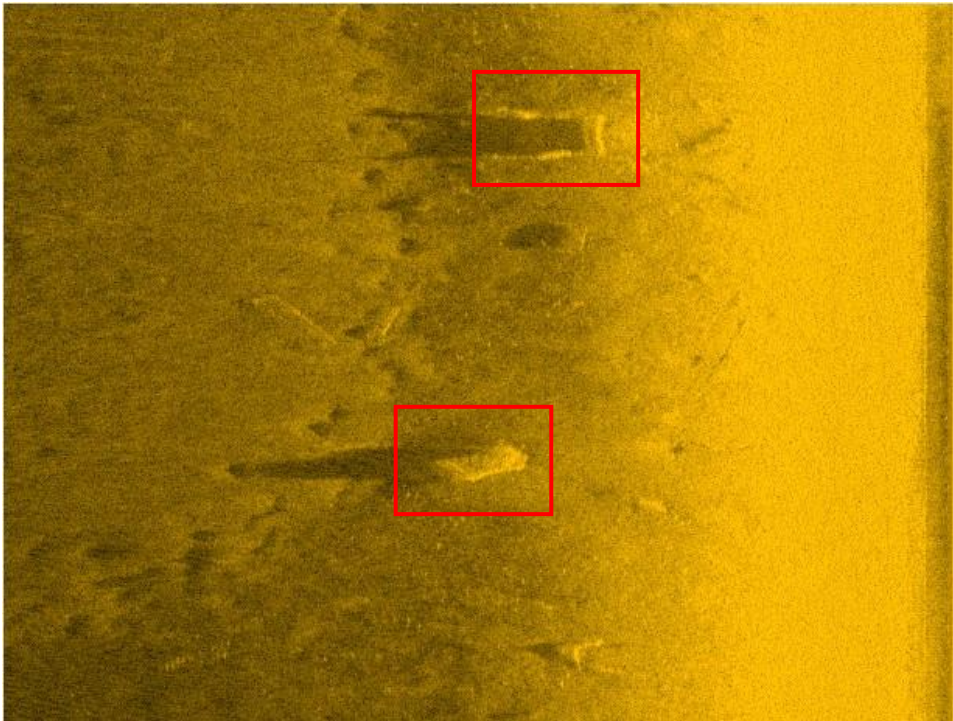


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ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #10

Name	Survey Date	03/07/2024
11:28:21	Time	11:28:21
Survey File	X	692971.1
240307_0003_1128	Y	752932.4
Capture File	WGS84 Latitude	26 24 18.2195 N
11_28_21.JPG	WGS84 Longitude	081 53 15.2045 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	1.2
	Length	3.7
	Width	2.5



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ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #11

Name	Survey Date	03/07/2024
12:03:59	Time	12:03:59
Survey File	X	690882.7
240307_0004_1203	Y	756032.5
Capture File	WGS84 Latitude	26 24 48.9415 N
12_03_59.JPG	WGS84 Longitude	081 53 38.1457 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	0.7
	Length	1.7
	Width	2.5

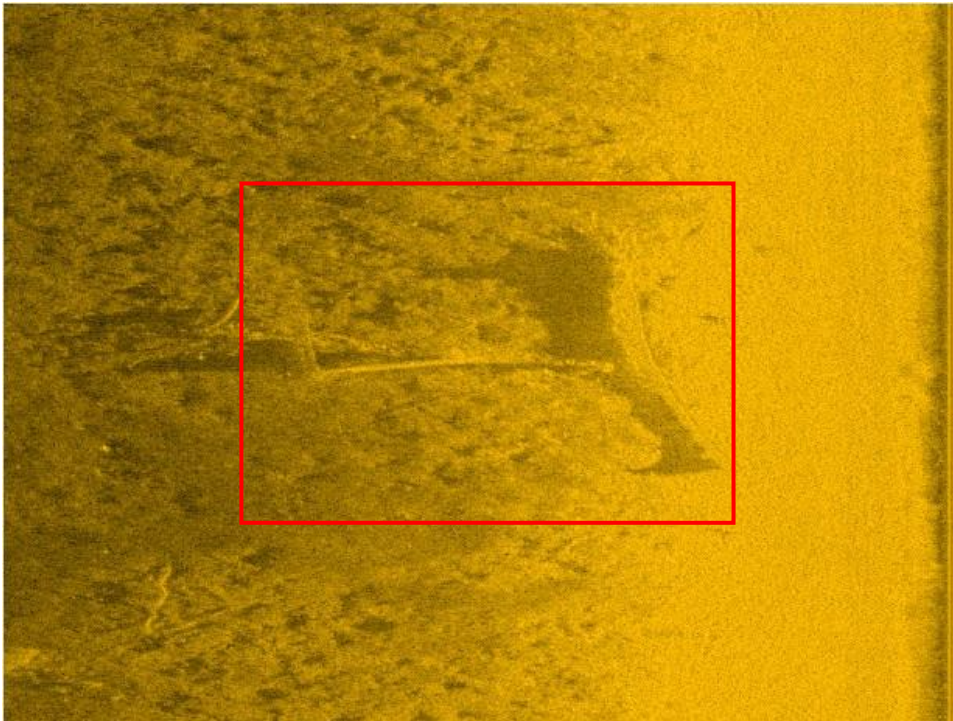


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ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #12

Name	Survey Date	03/07/2024
12:03:44	Time	12:03:44
Survey File	X	690842.5
240307_0004_1203	Y	756127.8
Capture File	WGS84 Latitude	26 24 49.8857 N
12_03_44.JPG	WGS84 Longitude	081 53 38.587 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	1.2
	Length	10.6
	Width	27.0

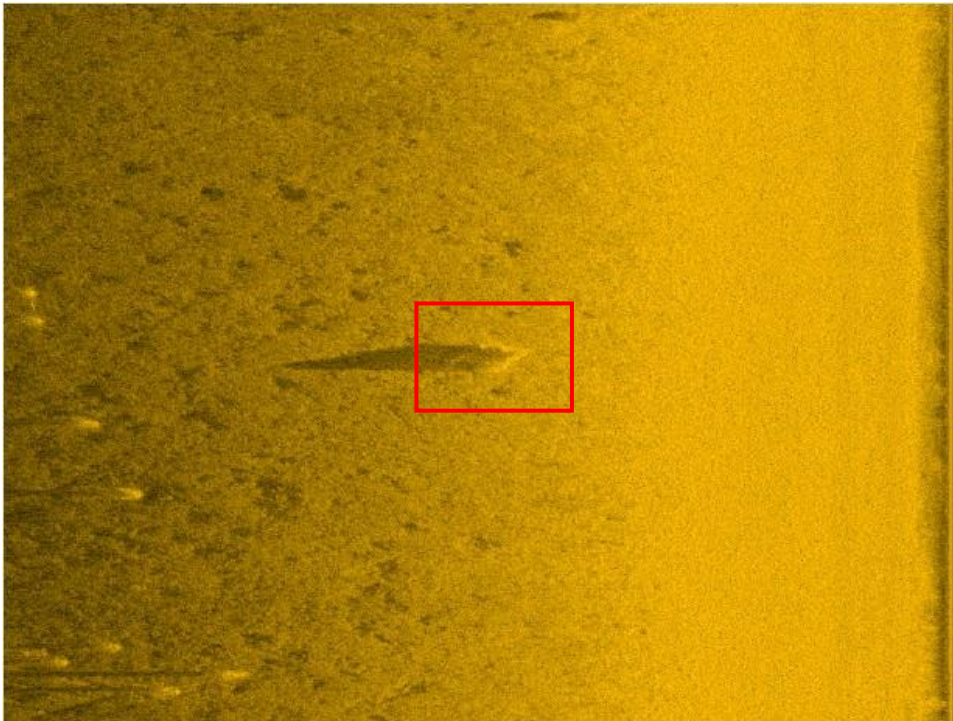


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ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #13

Name	Survey Date	03/07/2024
12:10:46	Time	12:10:46
Survey File	X	690427.1
240307_0005_1210	Y	756201.3
Capture File	WGS84 Latitude	26 24 50.617 N
12_10_46.JPG	WGS84 Longitude	081 53 43.1555 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	1.3
	Length	1.0
	Width	2.6

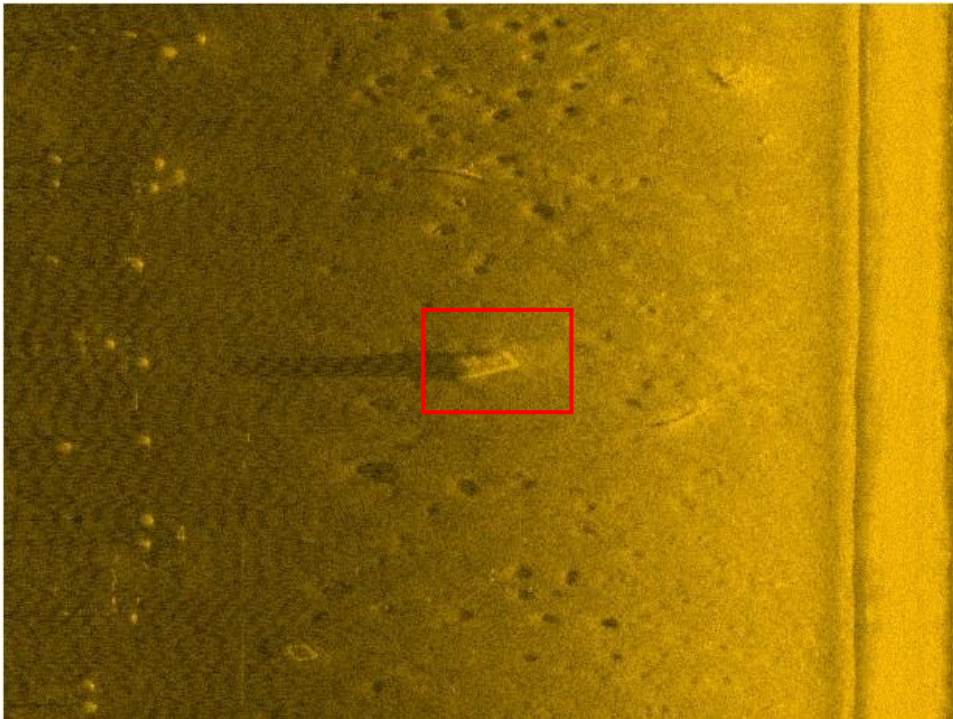


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ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #14

Name	Survey Date	03/07/2024
12:21:24	Time	12:21:24
Survey File	X	690113.6
240307_0006_1220	Y	755751.5
Capture File	WGS84 Latitude	26 24 46.1645 N
12_21_24.JPG	WGS84 Longitude	081 53 46.6078 W
	Bottom Elevation (NAVD)	-8
	Height Above Bottom	2.2
	Length	3.5
	Width	2.2

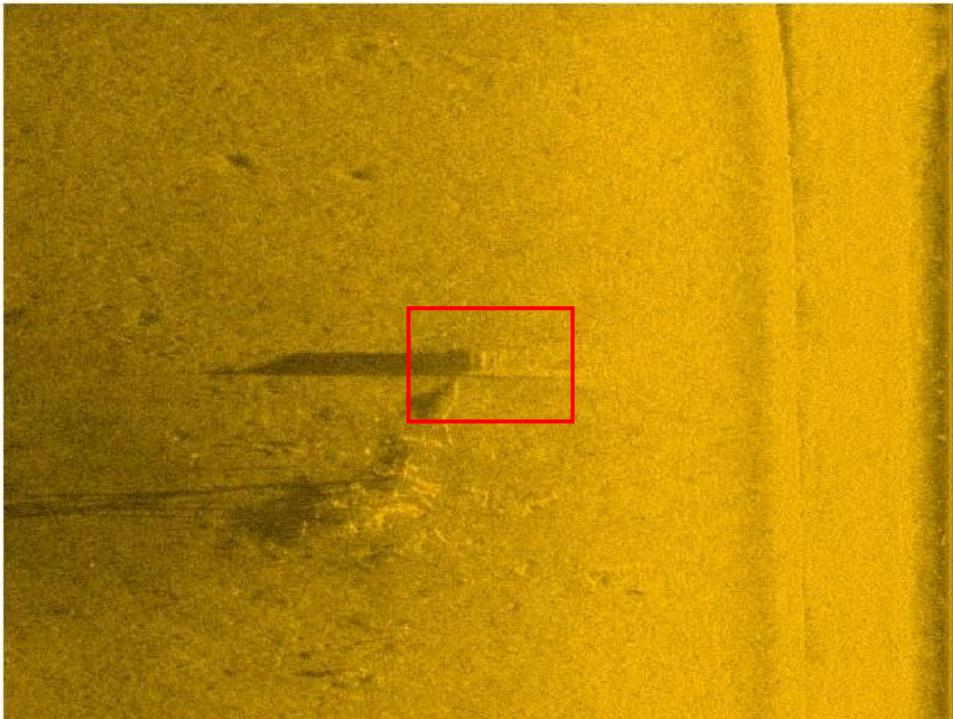


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #15

Name	Survey Date	03/07/2024
11:53:39	Time	11:53:39
Survey File	X	689590.3
240307_0007_1152	Y	755744.3
Capture File	WGS84 Latitude	26 24 46.0974 N
11_53_39.JPG	WGS84 Longitude	081 53 52.3638 W
	Bottom Elevation (NAVD)	-8
	Height Above Bottom	2.0
	Length	1.0
	Width	2.6

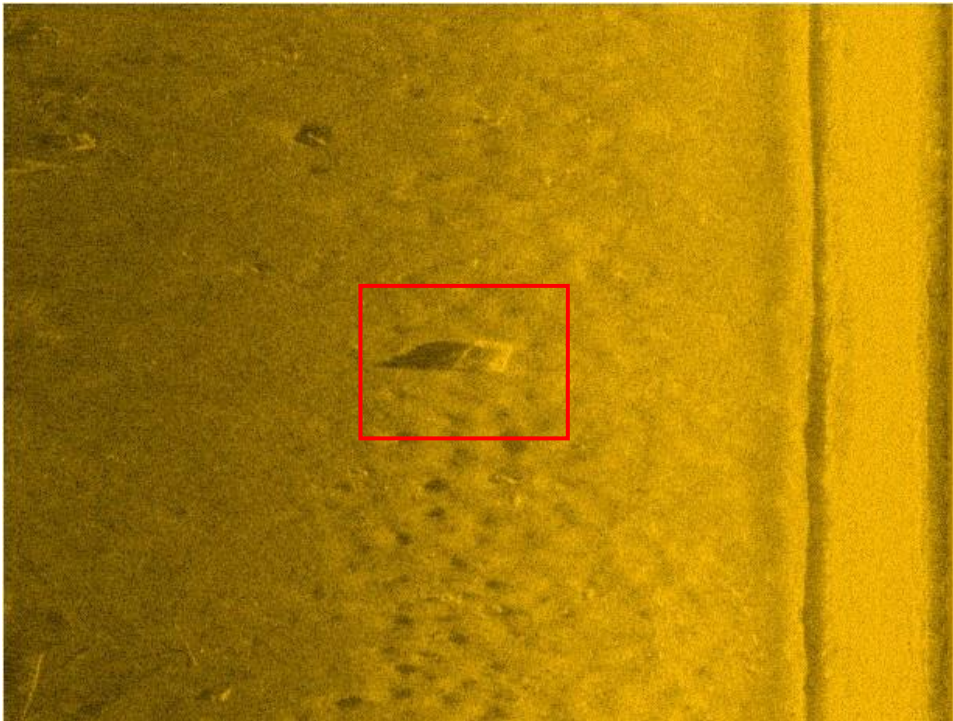


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #16

Name	Survey Date	03/07/2024
11:55:50	Time	11:55:50
Survey File	X	689795.2
240307_0008_1155	Y	755490.9
Capture File	WGS84 Latitude	26 24 43.586 N
11_55_50.JPG	WGS84 Longitude	081 53 50.1123 W
	Bottom Elevation (NAVD)	-8
	Height Above Bottom	1.3
	Length	1.6
	Width	2.9

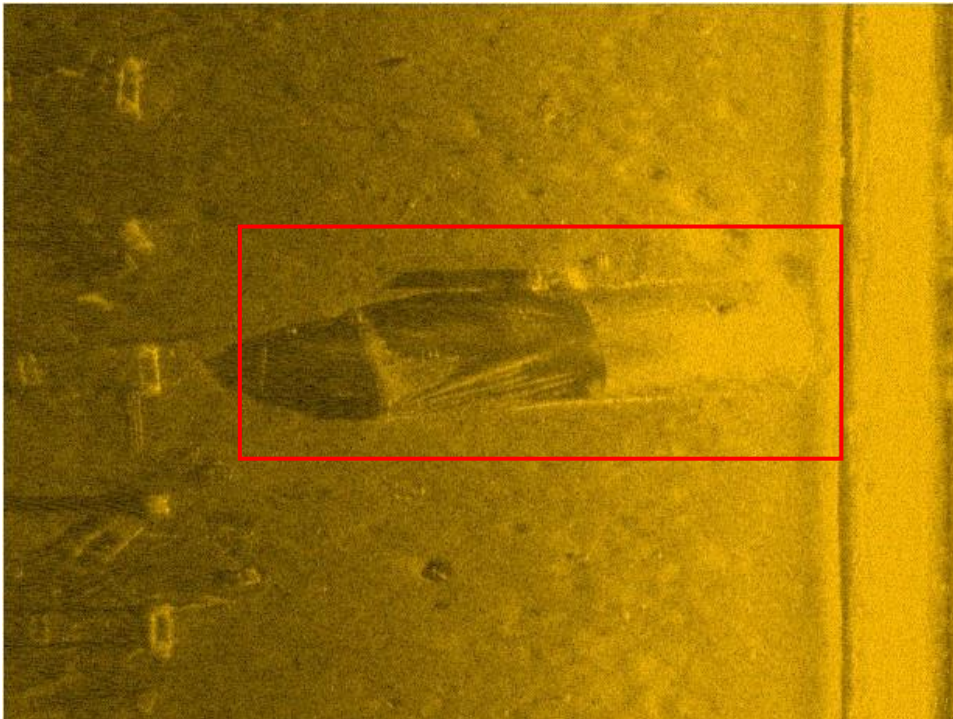


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #17

Name	Survey Date	03/07/2024
11:55:59	Time	11:55:59
Survey File	X	689773.3
240307_0008_1155	Y	755536.7
Capture File	WGS84 Latitude	26 24 44.0398 N
11_55_59.JPG	WGS84 Longitude	081 53 50.3528 W
	Bottom Elevation (NAVD)	-8
	Height Above Bottom	2.5
	Length	26.6
	Width	12.0



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #18

Name	Survey Date	03/07/2024
11:59:54	Time	11:59:54
Survey File	X	690378.5
240307_0008_1155	Y	756320.3
Capture File	WGS84 Latitude	26 24 51.796 N
11_59_54.JPG	WGS84 Longitude	081 53 43.689 W
	Bottom Elevation (NAVD)	-9
	Height Above Bottom	1.9
	Length	7.7
	Width	3.8

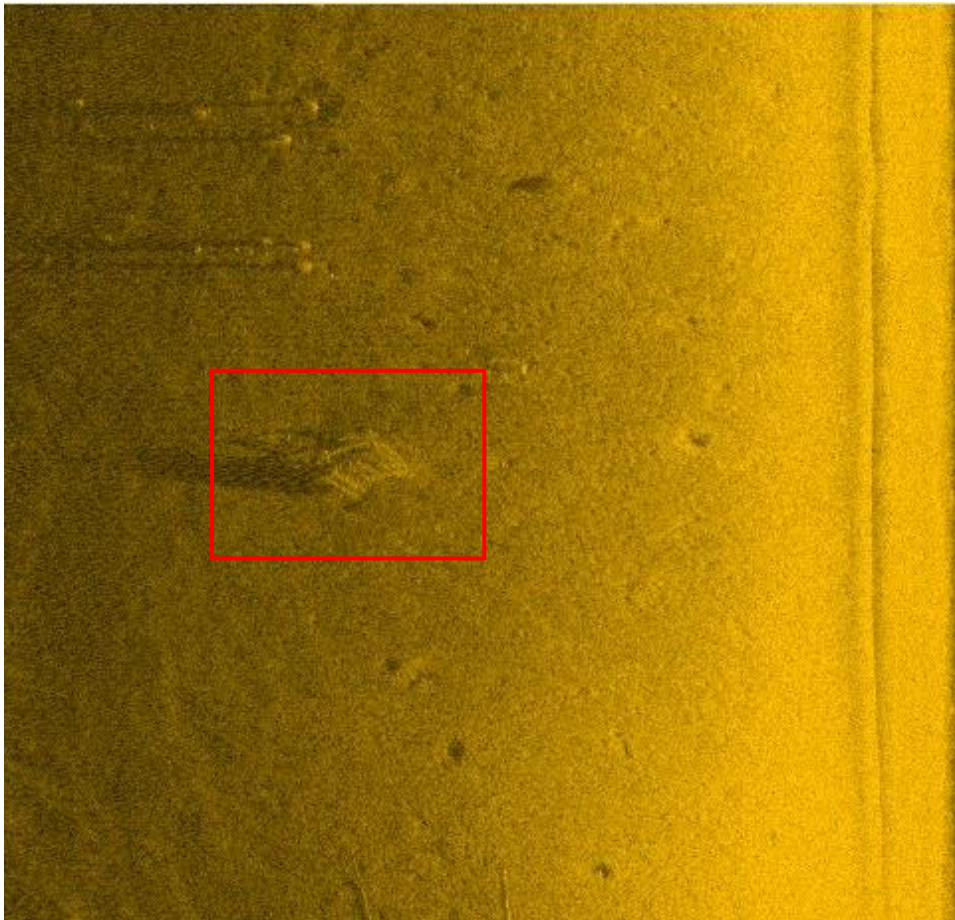


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #19

Name	Survey Date	03/07/2024
11:46:59	Time	11:46:59
Survey File	X	689662.9
240307_0008_1142	Y	755938.5
Capture File	WGS84 Latitude	26 24 48.0202 N
11_46_59.JPG	WGS84 Longitude	081 53 51.5636 W
	Bottom Elevation (NAVD)	-9
	Height Above Bottom	1.6
	Length	4.7
	Width	5.5

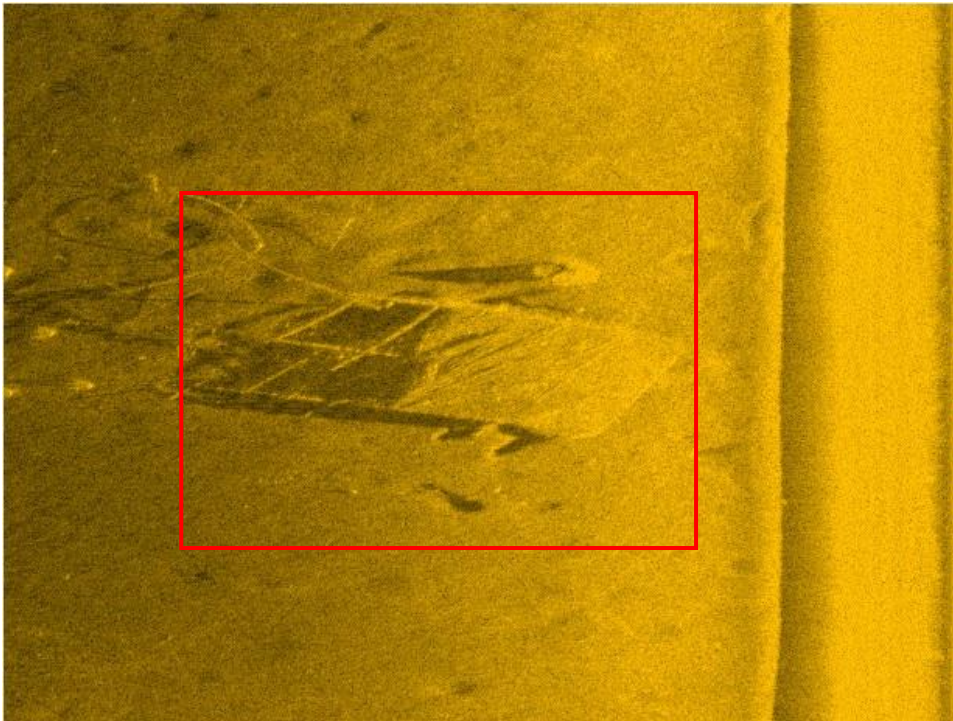


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #20

Name	Survey Date	03/07/2024
13:10:54	Time	13:10:54
Survey File	X	689260.4
240307_0011_1309	Y	758920.1
Capture File	WGS84 Latitude	26 25 17.5541 N
13_10_54.JPG	WGS84 Longitude	081 53 55.965 W
	Bottom Elevation (NAVD)	-9
	Height Above Bottom	1.1
	Length	18.2
	Width	13.9

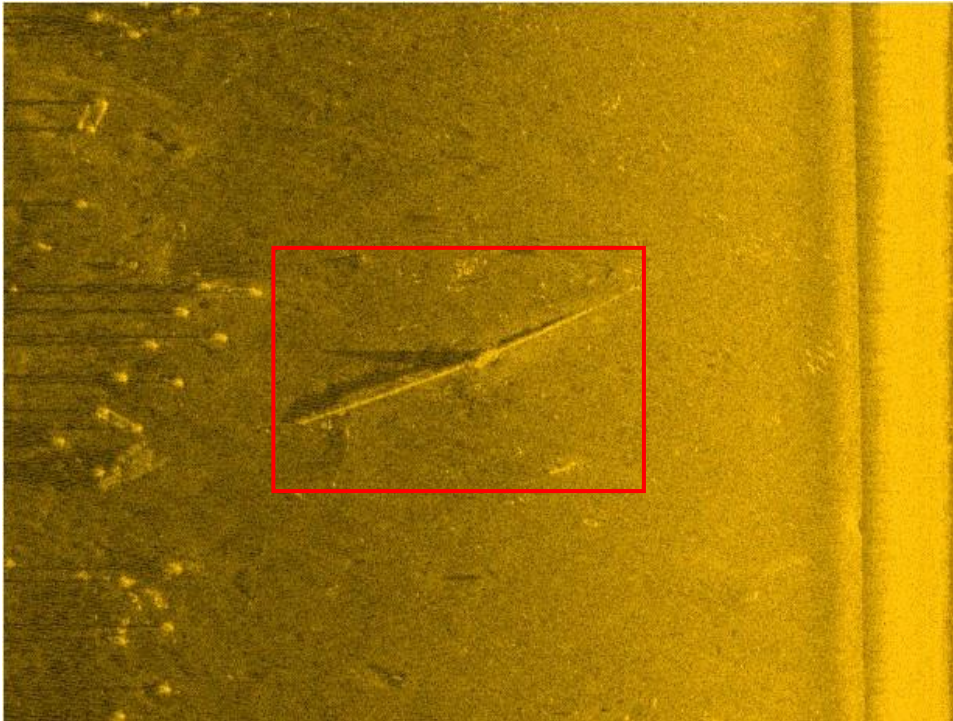


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #21

Name	Survey Date	03/07/2024
12:47:20	Time	12:47:20
Survey File	X	689256.6
240307_0013_1244	Y	758196.8
Capture File	WGS84 Latitude	26 25 10.3904 N
12_47_20.JPG	WGS84 Longitude	081 53 56.0131 W
	Bottom Elevation (NAVD)	-8
	Height Above Bottom	1.5
	Length	29.4
	Width	1.0



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #22

Name	Survey Date	03/07/2024
12:48:19	Time	12:48:19
Survey File	X	688776.2
240307_0013_1244	Y	758226.2
Capture File	WGS84 Latitude	26 25 10.6853 N
12_48_19.JPG	WGS84 Longitude	081 54 1.2972 W
	Bottom Elevation (NAVD)	-9
	Height Above Bottom	2.1
	Length	13.2
	Width	11.9

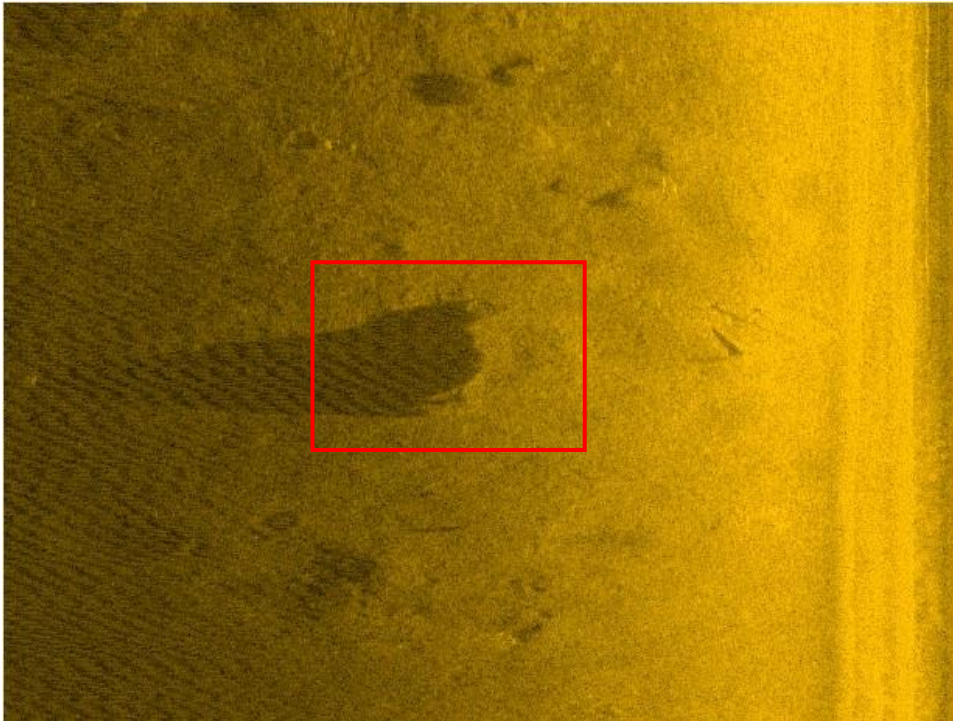


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #23

Name	Survey Date	03/07/2024
13:30:50	Time	13:30:50
Survey File	X	688114.2
240307_0014_1325	Y	758562.8
Capture File	WGS84 Latitude	26 25 14.0241 N
13_30_50.JPG	WGS84 Longitude	081 54 8.5763 W
	Bottom Elevation (NAVD)	-7
	Height Above Bottom	2.2
	Length	7.5
	Width	2.9



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #24

Name	Survey Date	03/07/2024
14:33:14	Time	14:33:14
Survey File	X	687703.9
240307_0019_1431	Y	760420.5
Capture File	WGS84 Latitude	26 25 32.4264 N
14_33_14.JPG	WGS84 Longitude	081 54 13.0743 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	0.7
	Length	5.3
	Width	1.5

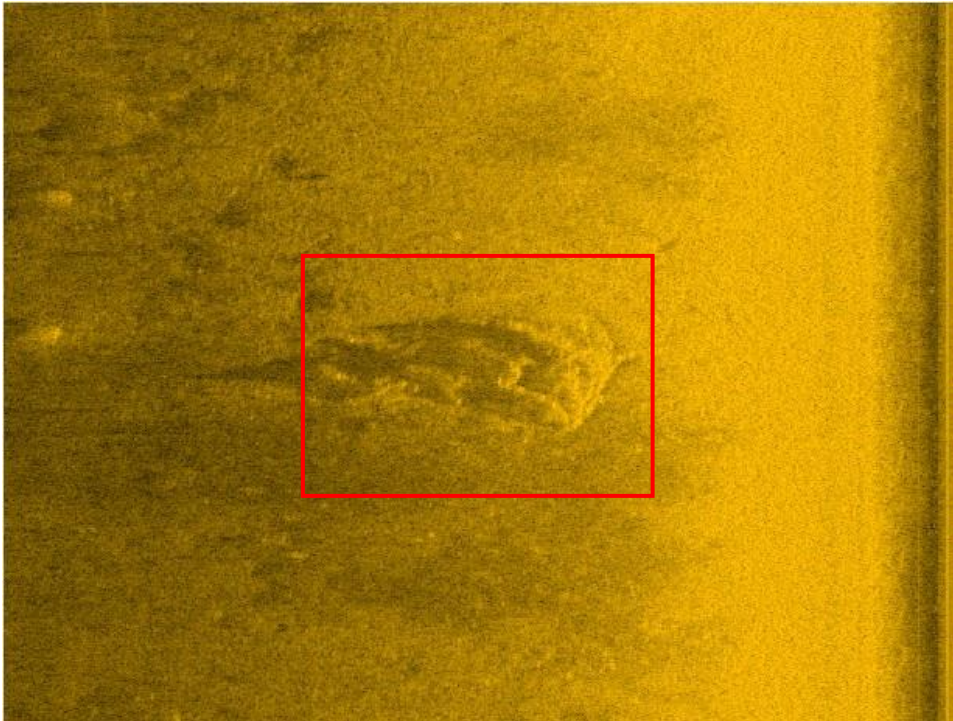


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #25

Name	Survey Date	03/07/2024
14:23:50	Time	14:23:50
Survey File	X	687546.8
240307_0019_1421	Y	760280.0
Capture File	WGS84 Latitude	26 25 31.036 N
14_23_50.JPG	WGS84 Longitude	081 54 14.8037 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	0.8
	Length	5.6
	Width	7.5

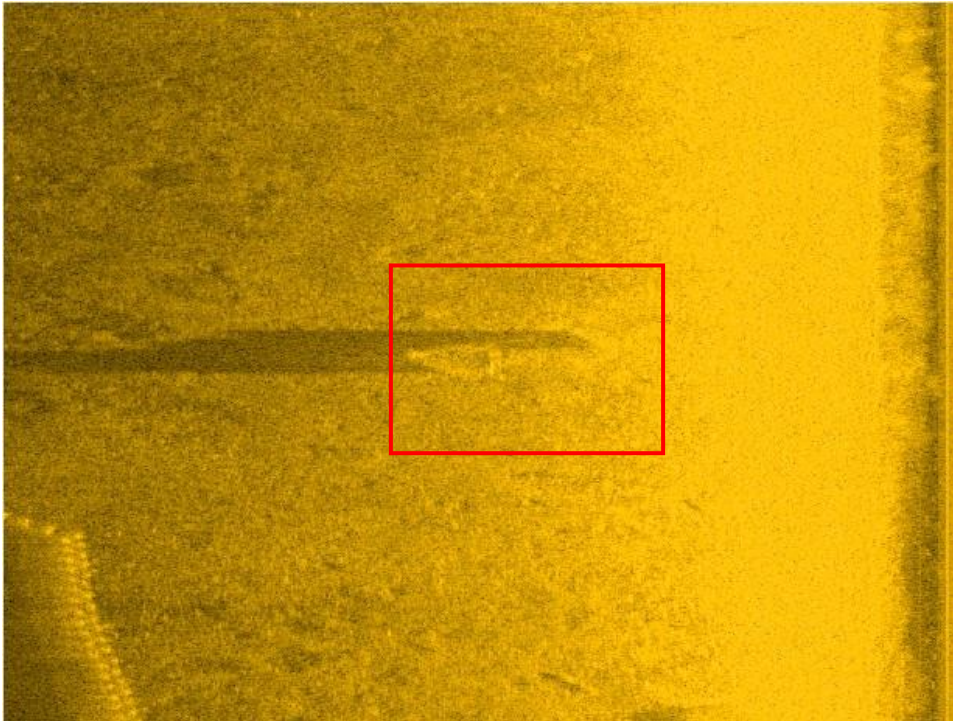


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #26

Name	Survey Date	03/07/2024
15:07:35	Time	15:07:35
Survey File	X	686441.6
240307_0023_1459	Y	762896.2
Capture File	WGS84 Latitude	26 25 56.9557 N
15_07_35.JPG	WGS84 Longitude	081 54 26.9407 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	1.2
	Length	2.6
	Width	3.1

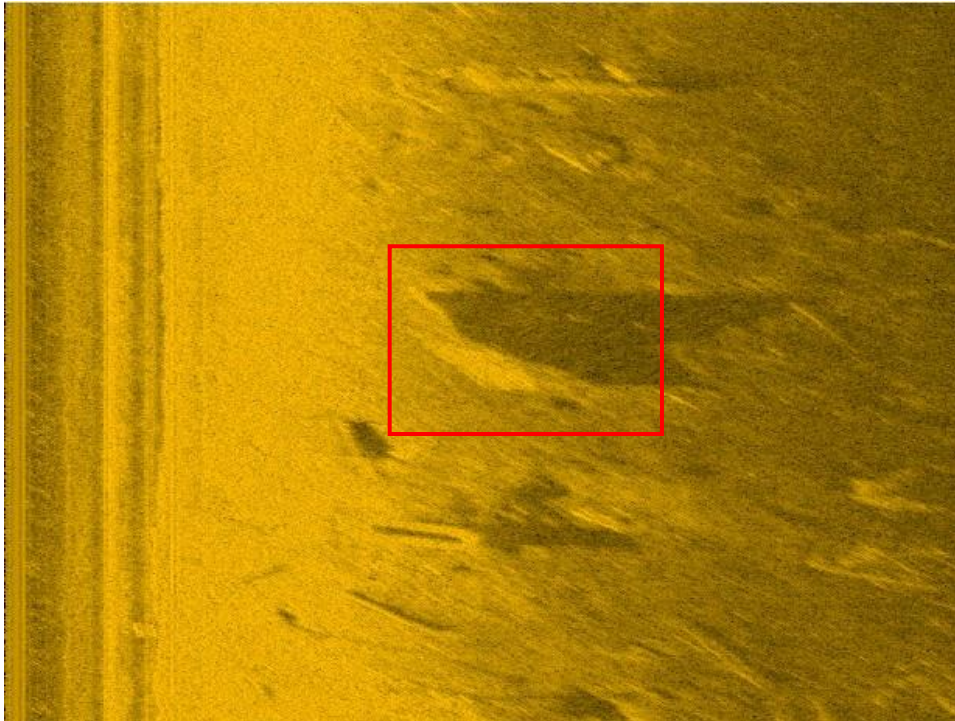


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #27

Name	Survey Date	01/25/2024
15:28:40	Time	15:28:40
Survey File	X	685361.1
240125_0024_1527_ss1	Y	762688.6
Capture File	WGS84 Latitude	26 25 54.9071 N
15_28_40.JPG	WGS84 Longitude	081 54 38.829 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	1.5
	Length	8.5
	Width	1.9

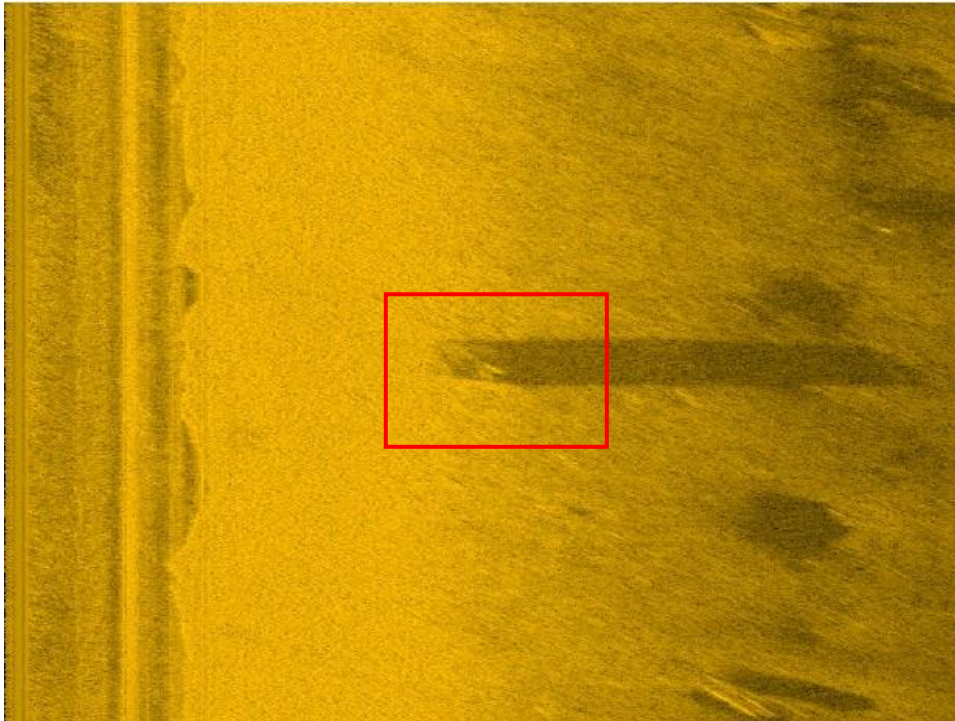


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #28

Name	Survey Date	01/25/2024
15:27:53	Time	15:27:53
Survey File	X	685095.5
240125_0024_1527_ss1	Y	762688.1
Capture File	WGS84 Latitude	26 25 54.904 N
15_27_53.JPG	WGS84 Longitude	081 54 41.7509 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	1.8
	Length	2.0
	Width	2.0



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #29

Name	Survey Date	01/25/2024
15:32:14	Time	15:32:14
Survey File	X	685673.6
240125_0025_1532_ss1	Y	762974.6
Capture File	WGS84 Latitude	26 25 57.7376 N
15_32_14.JPG	WGS84 Longitude	081 54 35.389 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	0.7
	Length	3.4
	Width	3.2



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #30

Name	Survey Date	01/25/2024
15:33:48	Time	15:33:48
Survey File	X	685114.6
240125_0025_1532_ss1	Y	763000.4
Capture File	WGS84 Latitude	26 25 58 N
15_33_48.JPG	WGS84 Longitude	081 54 41.5384 W
	Bottom Elevation (NAVD)	-7
	Height Above Bottom	1.3
	Length	4.7
	Width	2.6

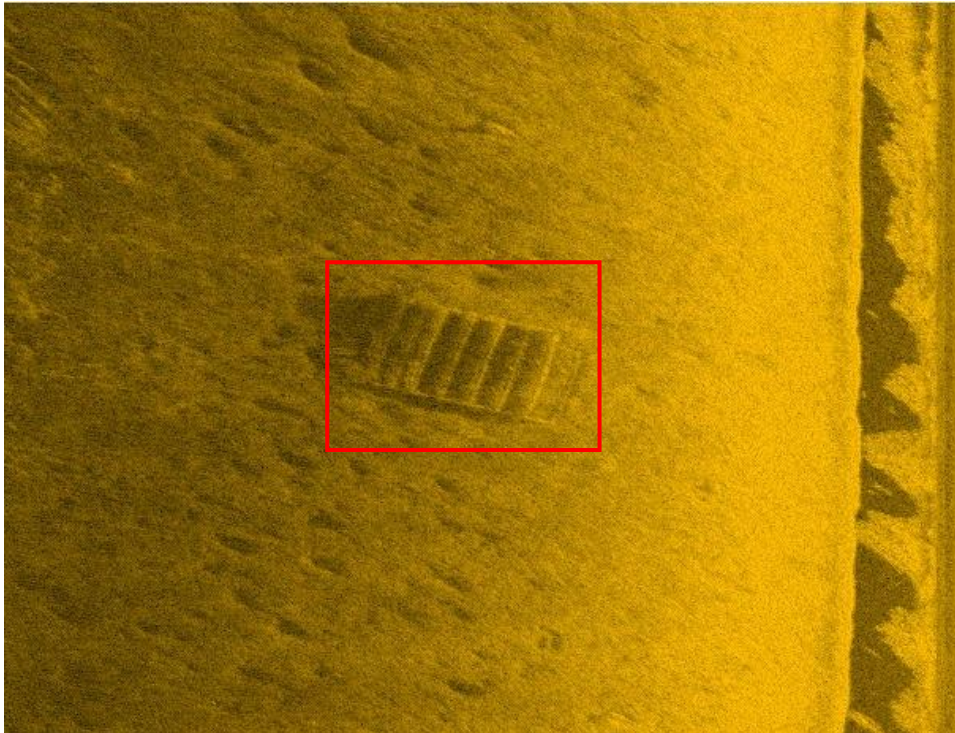


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #31

Name	Survey Date	01/25/2024
15:02:36	Time	15:02:36
Survey File	X	685487.2
240125_0027_1502_ss1	Y	763318.2
Capture File	WGS84 Latitude	26 26 1.142 N
15_02_36.JPG	WGS84 Longitude	081 54 37.437 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	1.3
	Length	13.6
	Width	10.7

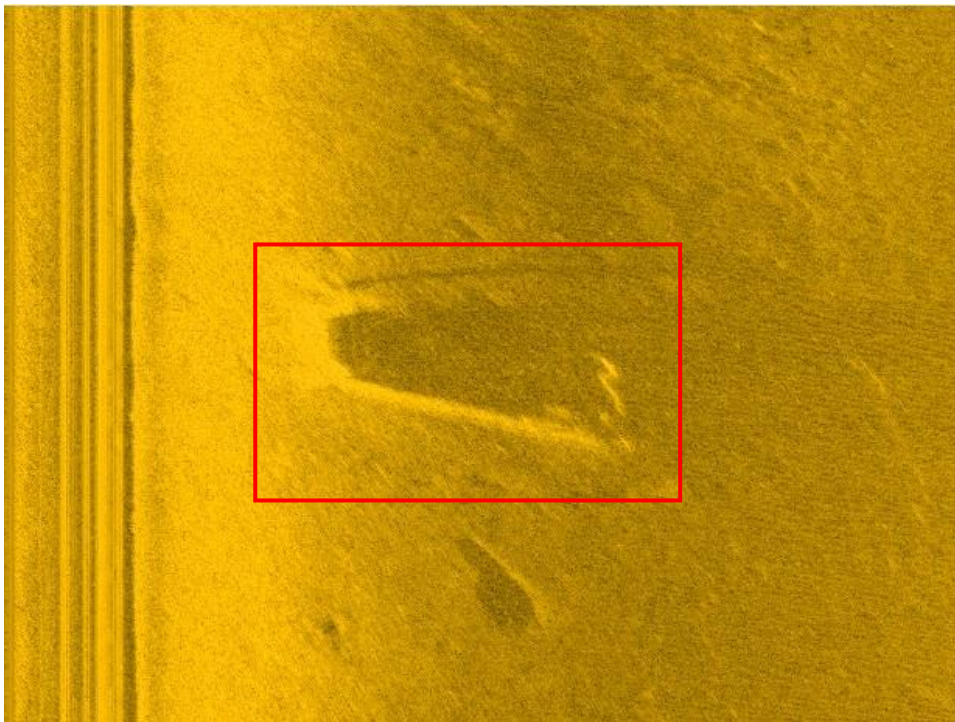


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #32

Name	Survey Date	01/25/2024
14:52:40	Time	14:52:40
Survey File	X	683839.2
240125_0028_1452_ss1	Y	763767.1
Capture File	WGS84 Latitude	26 26 5.5991 N
14_52_40.JPG	WGS84 Longitude	081 54 55.5638 W
	Bottom Elevation (NAVD)	-7
	Height Above Bottom	2.3
	Length	14.9
	Width	6.7

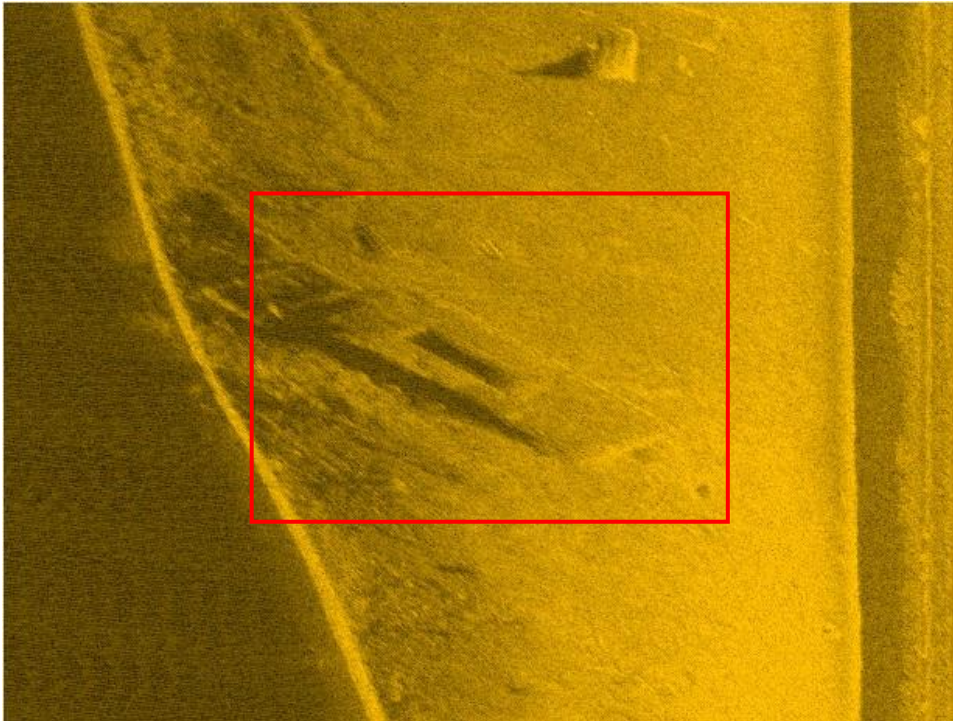


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #33

Name	Survey Date	01/25/2024
14:50:45	Time	14:50:45
Survey File	X	684081.4
240125_0028_1449_ss1	Y	763664.8
Capture File	WGS84 Latitude	26 26 4.5843 N
14_50_45.JPG	WGS84 Longitude	081 54 52.9 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	1.3
	Length	17.7
	Width	5.7



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #34

Name	Survey Date	01/25/2024
14:50:54	Time	14:50:54
Survey File	X	684030.4
240125_0028_1449_ss1	Y	763670.9
Capture File	WGS84 Latitude	26 26 4.6451 N
14_50_54.JPG	WGS84 Longitude	081 54 53.461 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	1.7
	Length	6.6
	Width	9.8

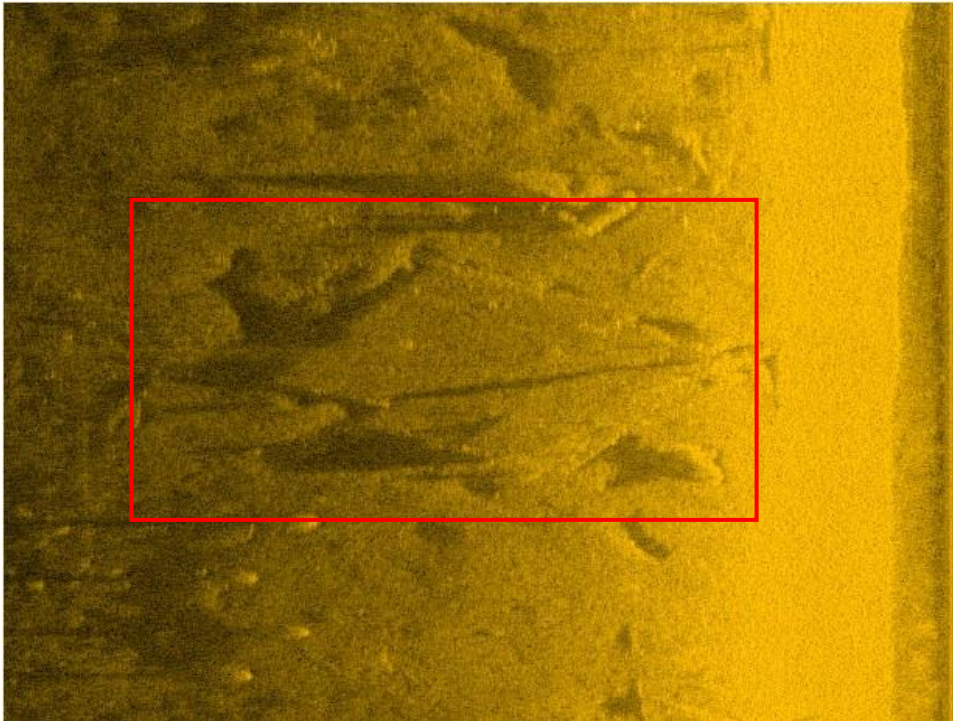


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #35

Name	Survey Date	03/07/2024
15:41:38	Time	15:41:38
Survey File	X	683455.4
240307_0031_1539	Y	763936.6
Capture File	WGS84 Latitude	26 26 7.2804 N
15_41_38.JPG	WGS84 Longitude	081 54 59.7849 W
	Bottom Elevation (NAVD)	-4
	Height Above Bottom	0.5
	Length	11.8
	Width	11.5



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #36

Name	Survey Date	03/07/2024
16:02:33	Time	16:02:33
Survey File	X	683192.6
240307_0032_1559	Y	764031.1
Capture File	WGS84 Latitude	26 26 8.218 N
16_02_33.JPG	WGS84 Longitude	081 55 2.6754 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	1.5
	Length	9.7
	Width	6.0

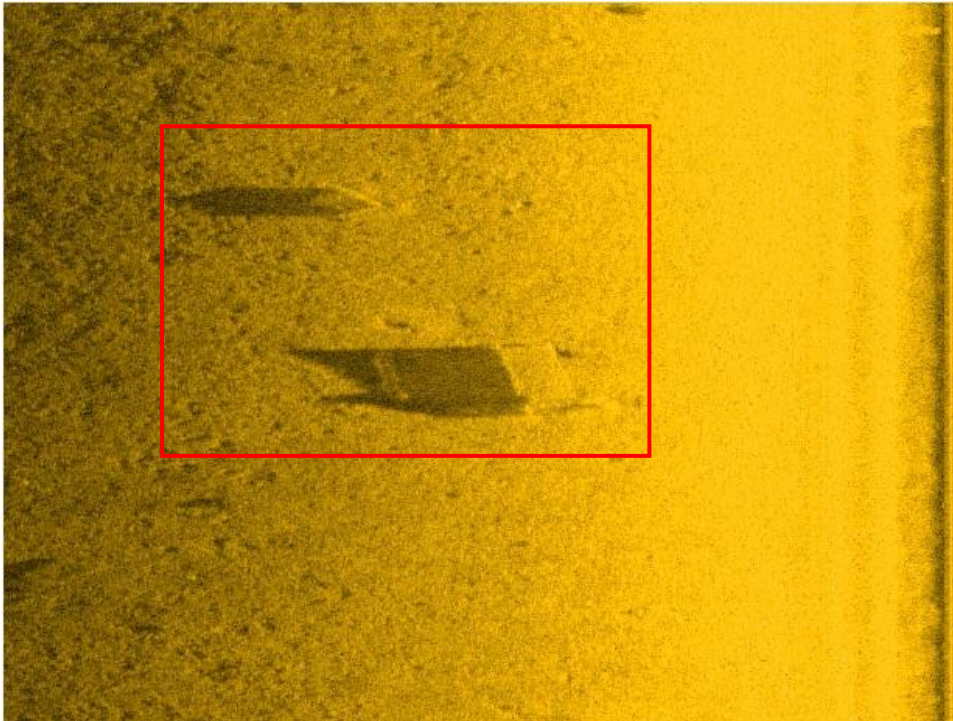


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #37

Name	Survey Date	03/07/2024
16:18:32	Time	16:18:32
Survey File	X	683307.2
240307_0033_1615	Y	764767.6
Capture File	WGS84 Latitude	26 26 15.5118 N
16_18_32.JPG	WGS84 Longitude	081 55 1.4094 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	1.1
	Length	2.0
	Width	6.4



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #38

Name	Survey Date	03/07/2024
16:12:38	Time	16:12:38
Survey File	X	683187.0
240307_0033_1612	Y	764588.8
Capture File	WGS84 Latitude	26 26 13.7417 N
16_12_38.JPG	WGS84 Longitude	081 55 2.7331 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	1.0
	Length	2.6
	Width	3.7

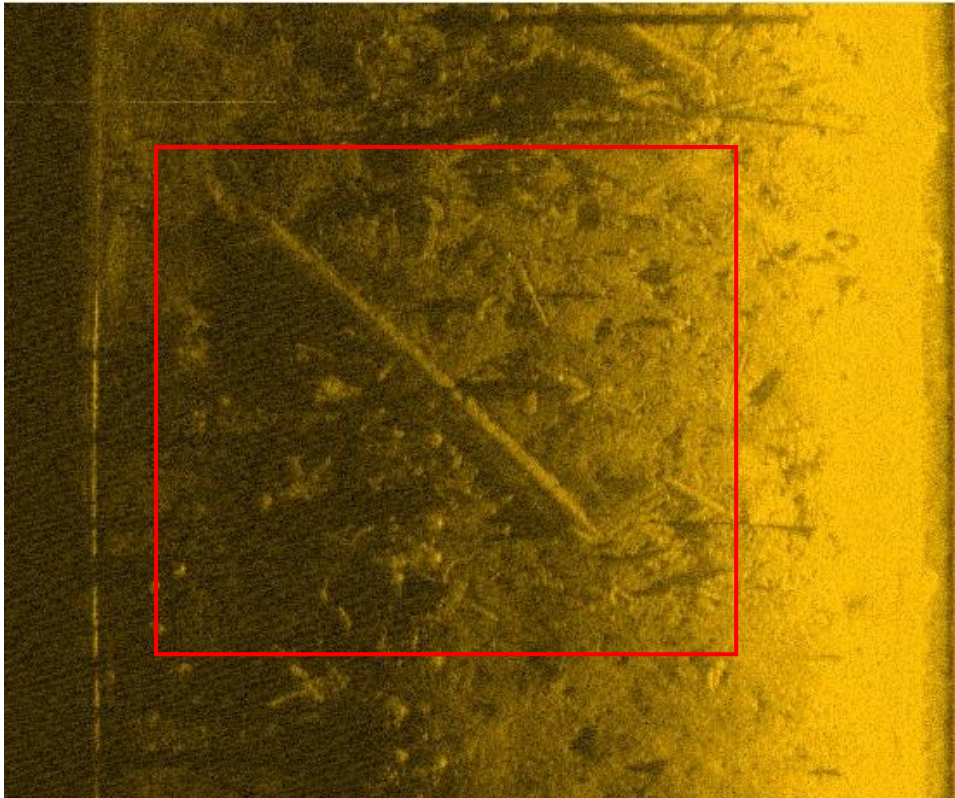


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #39

Name	Survey Date	03/07/2024
16:14:04	Time	16:14:04
Survey File	X	682847.1
240307_0033_1612	Y	764129.3
Capture File	WGS84 Latitude	26 26 9.1928 N
16_14_04.JPG	WGS84 Longitude	081 55 6.4757 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	0.6
	Length	33.6
	Width	1.4

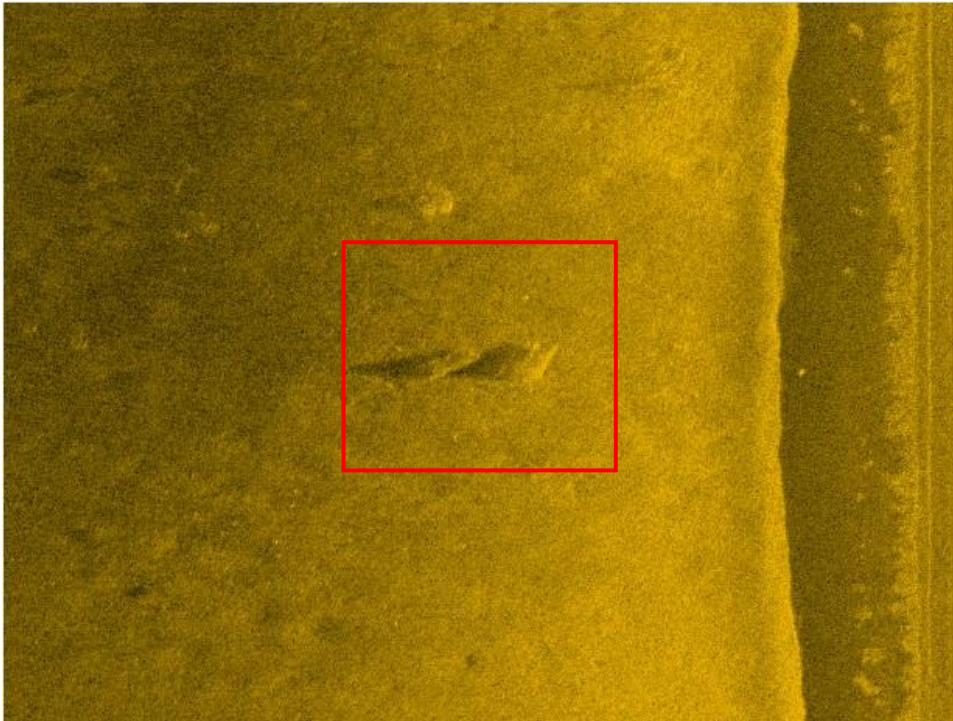


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #40

Name	Survey Date	01/25/2024
13:45:27	Time	13:45:27
Survey File	X	679808.8
240125_0036_1345	Y	768171.6
Capture File	WGS84 Latitude	26 26 49.247 N
13-45-27.JPG	WGS84 Longitude	081 55 39.8765 W
	Bottom Elevation (NAVD)	-10
	Height Above Bottom	1.8
	Length	2.6
	Width	3.4

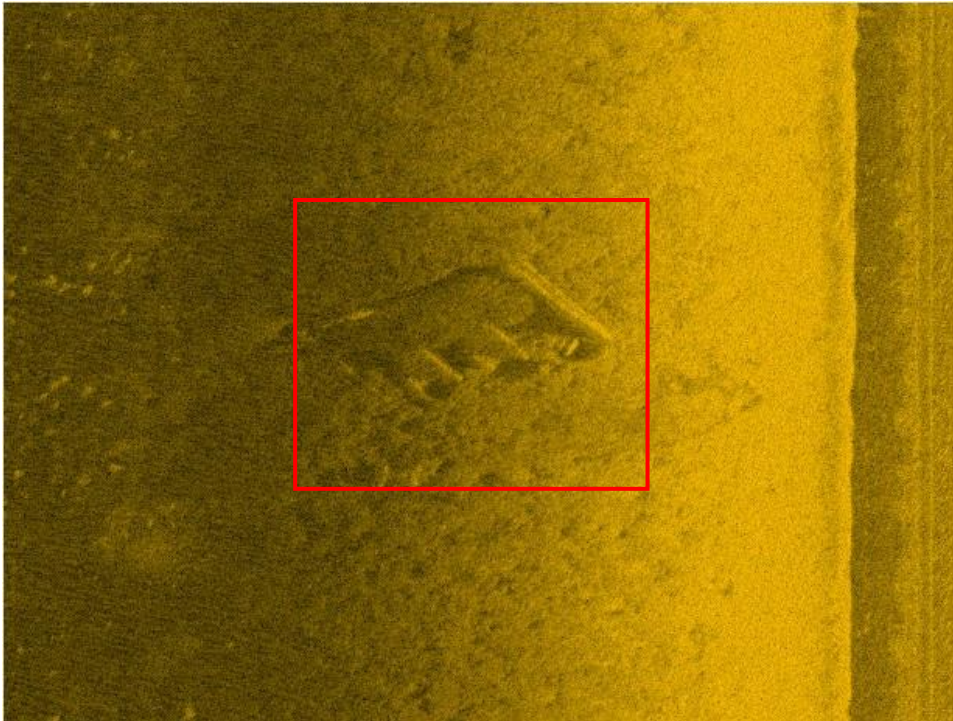


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #41

Name	Survey Date	01/25/2024
13:45:54	Time	13:45:54
Survey File	X	679682.4
240125_0036_1345	Y	768047.0
Capture File	WGS84 Latitude	26 26 48.0136 N
13-45-54.JPG	WGS84 Longitude	081 55 41.268 W
	Bottom Elevation (NAVD)	-7
	Height Above Bottom	1.2
	Length	12.2
	Width	9.4

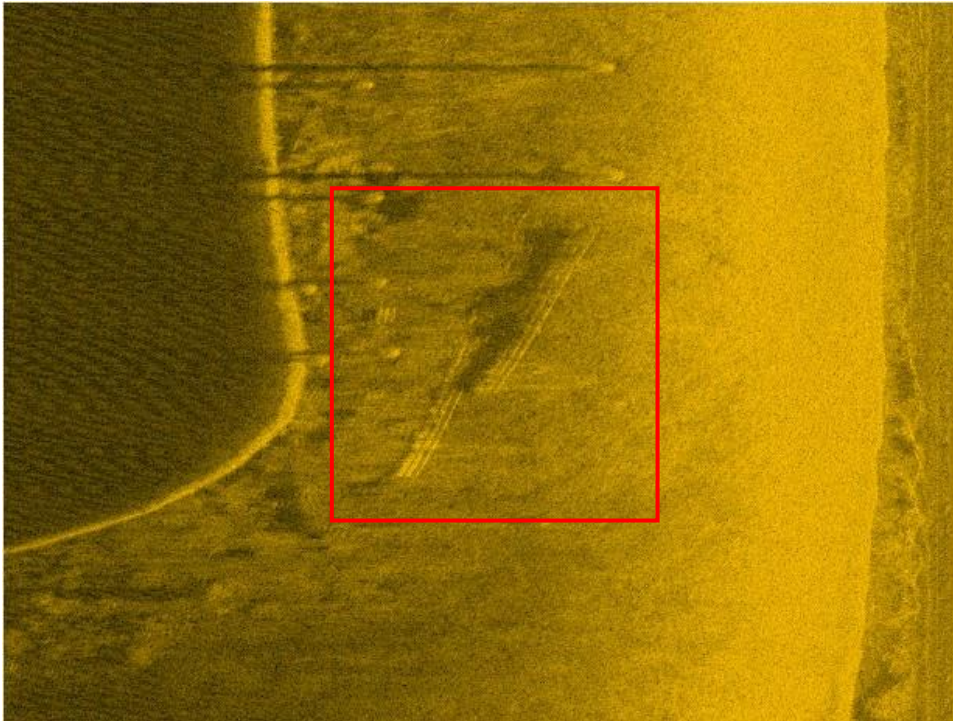


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #42

Name	Survey Date	01/25/2024
13:37:00	Time	13:37:00
Survey File	X	679532.6
240125_0037_1336_0001	Y	768362.5
Capture File	WGS84 Latitude	26 26 51.1392 N
13-37-00.JPG	WGS84 Longitude	081 55 42.9143 W
	Bottom Elevation (NAVD)	-4
	Height Above Bottom	0.5
	Length	20.7
	Width	5.8

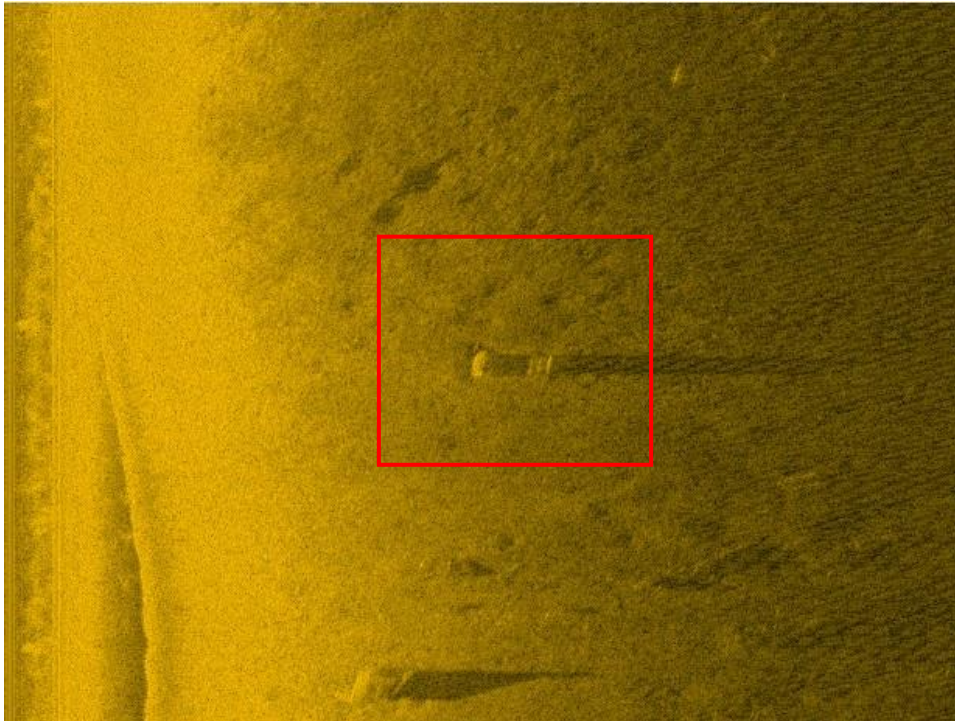


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #43

Name	Survey Date	01/25/2024
13:36:55	Time	13:36:55
Survey File	X	679532.1
240125_0037_1336_0001	Y	768421.7
Capture File	WGS84 Latitude	26 26 51.7255 N
13-36-55.JPG	WGS84 Longitude	081 55 42.9194 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	2.2
	Length	2.0
	Width	1.2

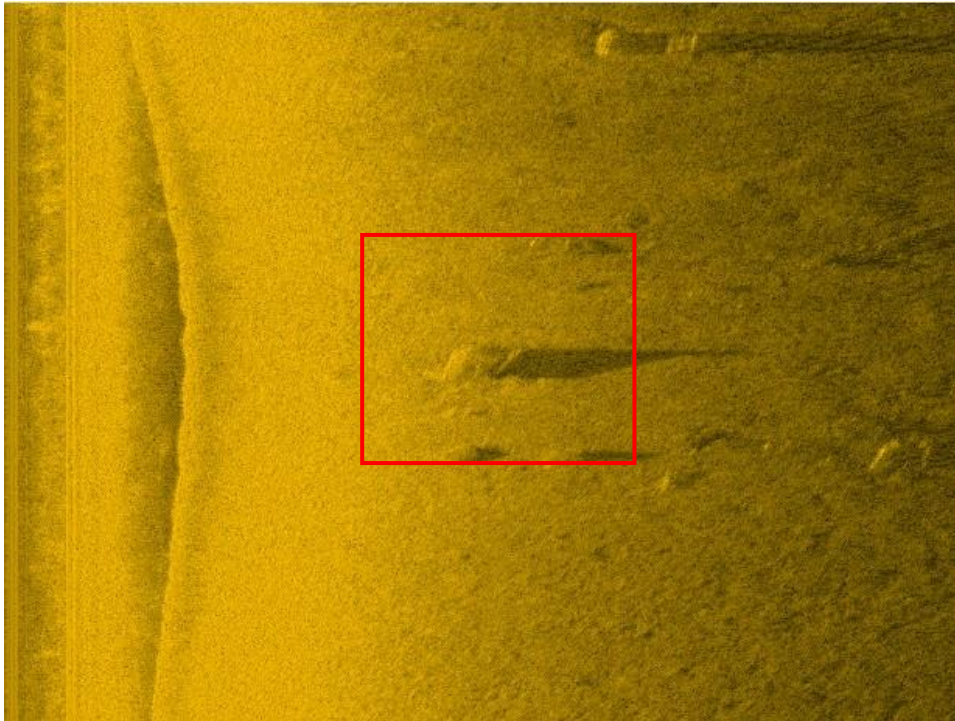


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #44

Name	Survey Date	01/25/2024
13:36:50	Time	13:36:50
Survey File	X	679564.1
240125_0037_1336_0001	Y	768441.1
Capture File	WGS84 Latitude	26 26 51.9175 N
13-36-50.JPG	WGS84 Longitude	081 55 42.5672 W
	Bottom Elevation (NAVD)	-8
	Height Above Bottom	2.3
	Length	2.4
	Width	3.0



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #45

Name	Survey Date	01/25/2024
13:35:27	Time	13:35:27
Survey File	X	679336.1
240125_0038_1332	Y	768676.4
Capture File	WGS84 Latitude	26 26 54.2492 N
13-35-27.JPG	WGS84 Longitude	081 55 45.0744 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	1.7
	Length	4.2
	Width	2.4



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #46

Name	Survey Date	01/25/2024
13:09:51	Time	13:09:51
Survey File	X	675313.1
240125_0040_1305	Y	770593.7
Capture File	WGS84 Latitude	26 27 13.2588 N
13-09-51.JPG	WGS84 Longitude	081 56 29.3285 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	1.4
	Length	8.1
	Width	3.3

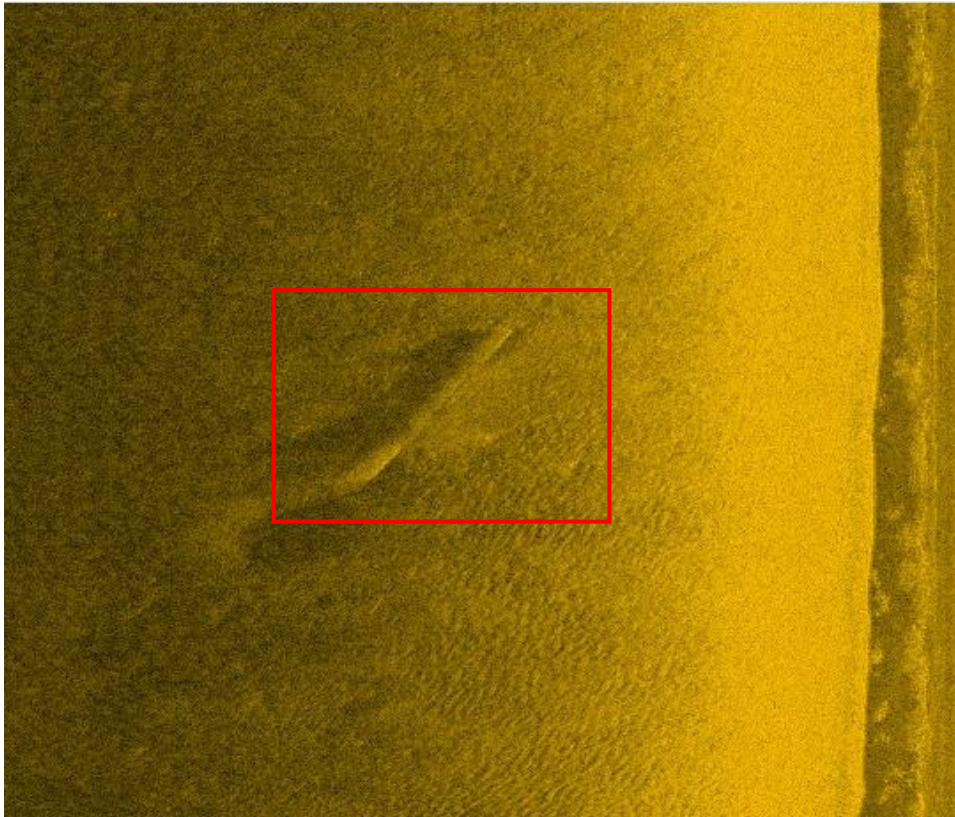


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #47

Name	Survey Date	01/25/2024
12:50:26	Time	12:50:26
Survey File	X	674957.9
240125_0041_1250	Y	770751.4
Capture File	WGS84 Latitude	26 27 14.8223 N
12-50-26.JPG	WGS84 Longitude	081 56 33.2361 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	0.5
	Length	16.5
	Width	2.1

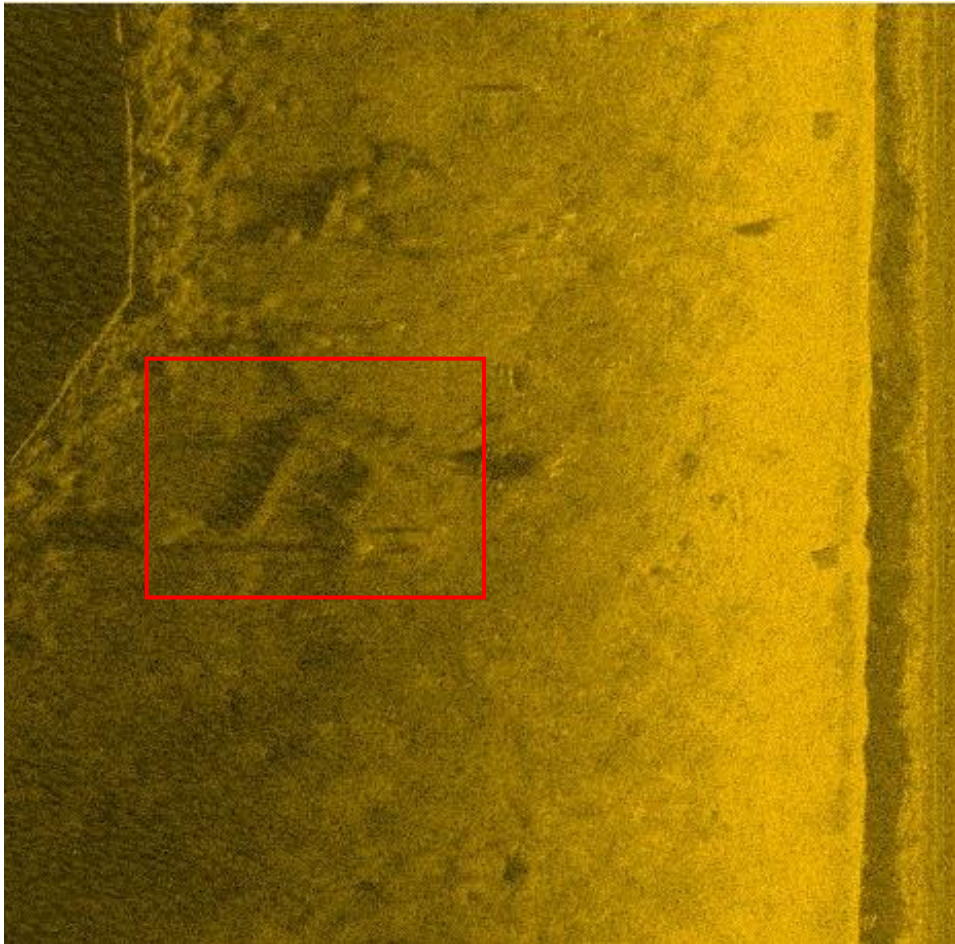


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #48

Name	Survey Date	01/25/2024
12:40:09	Time	12:40:09
Survey File	X	673429.0
240125_0042_1239	Y	770796.5
Capture File	WGS84 Latitude	26 27 15.2755 N
12-40-09.JPG	WGS84 Longitude	081 56 50.0587 W
	Bottom Elevation (NAVD)	-7
	Height Above Bottom	1.3
	Length	9.8
	Width	5.5

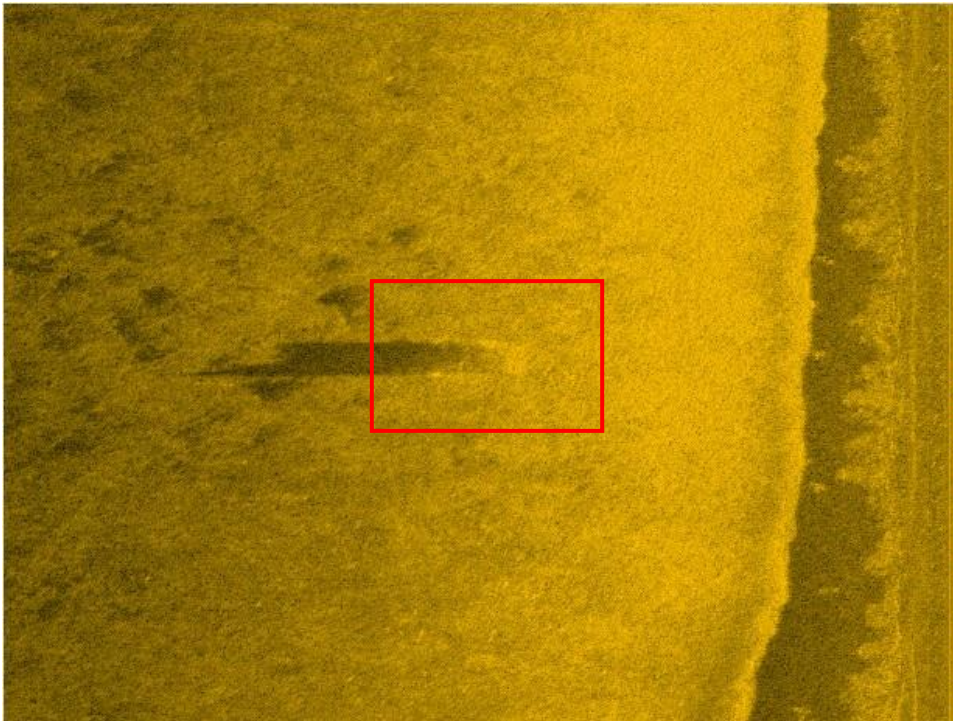


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #49

Name	Survey Date	01/25/2024
12:28:28	Time	12:28:28
Survey File	X	672461.0
240125_0043_1227	Y	771072.8
Capture File	WGS84 Latitude	26 27 18.0158 N
12-28-28.JPG	WGS84 Longitude	081 57 0.7086 W
	Bottom Elevation (NAVD)	-7
	Height Above Bottom	1.4
	Length	2.7
	Width	1.0



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #50

Name	Survey Date	01/25/2024
12:31:14	Time	12:31:14
Survey File	X	672253.1
240125_0043_1227	Y	770108.6
Capture File	WGS84 Latitude	26 27 8.4669 N
12-31-14.JPG	WGS84 Longitude	081 57 3 W
	Bottom Elevation (NAVD)	-4
	Height Above Bottom	1.3
	Length	0.5
	Width	0.5

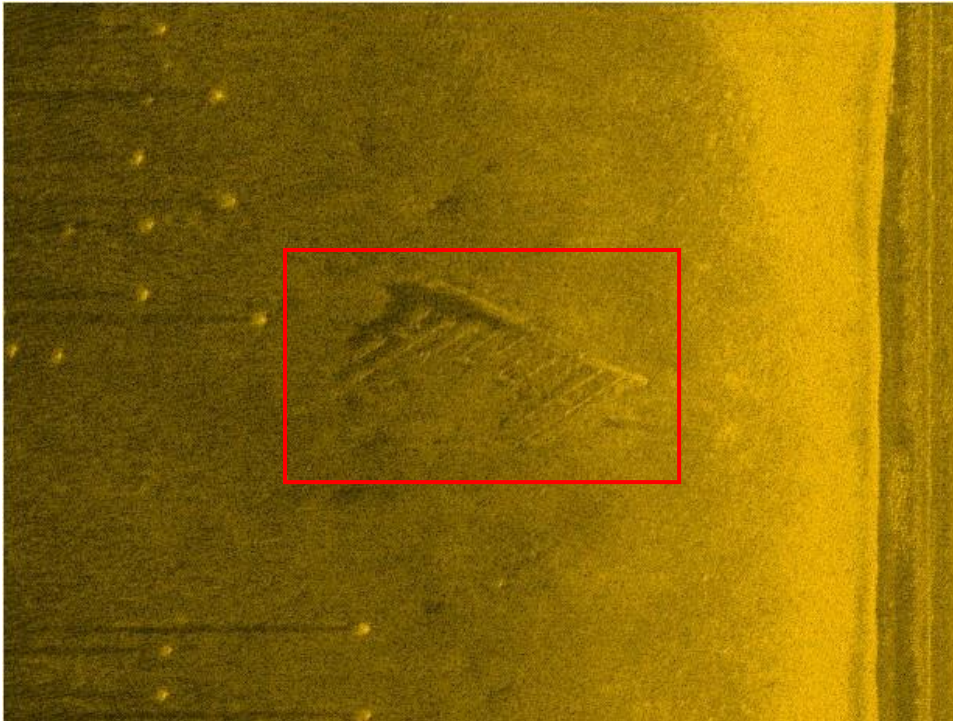


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #51

Name	Survey Date	01/25/2024
12:07:55	Time	12:07:55
Survey File	X	671465.6
240125_0045_1206	Y	771281.4
Capture File	WGS84 Latitude	26 27 20.0856 N
12-07-55.JPG	WGS84 Longitude	081 57 11.6604 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	0.5
	Length	15.1
	Width	7.7



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #52

Name	Survey Date	01/25/2024
12:16:31	Time	12:16:31
Survey File	X	671483.0
240125_0045_1212	Y	771410.0
Capture File	WGS84 Latitude	26 27 21.3592 N
12-16-31.JPG	WGS84 Longitude	081 57 11.4685 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	0.3
	Length	11.8
	Width	9.7

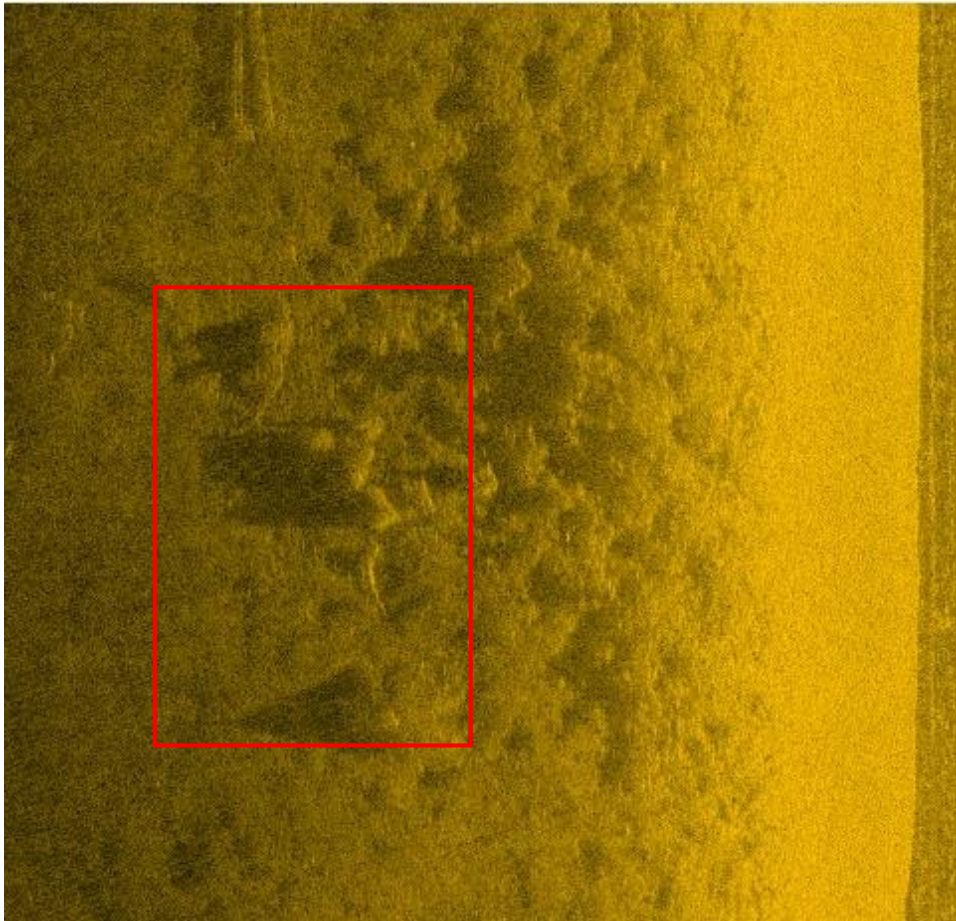


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #53

Name	Survey Date	01/25/2024
11:35:49	Time	11:35:49
Survey File	X	670207.0
240125_0047_1135	Y	771918.6
Capture File	WGS84 Latitude	26 27 26.4009 N
11-35-49.JPG	WGS84 Longitude	081 57 25.5069 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	0.5
	Length	3.4
	Width	2.3

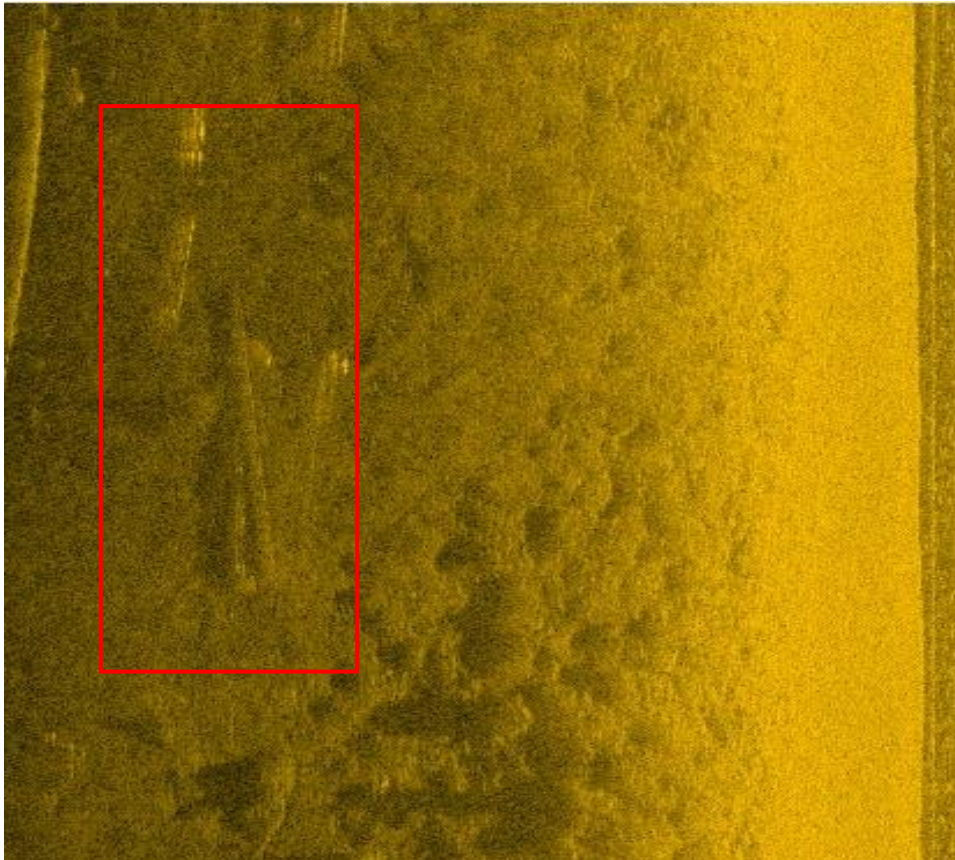


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #54

Name	Survey Date	01/25/2024
11:35:55	Time	11:35:55
Survey File	X	670202.7
240125_0047_1135	Y	771892.7
Capture File	WGS84 Latitude	26 27 26.1444 N
11-35-55.JPG	WGS84 Longitude	081 57 25.5543 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	0.2
	Length	16.9
	Width	1.1

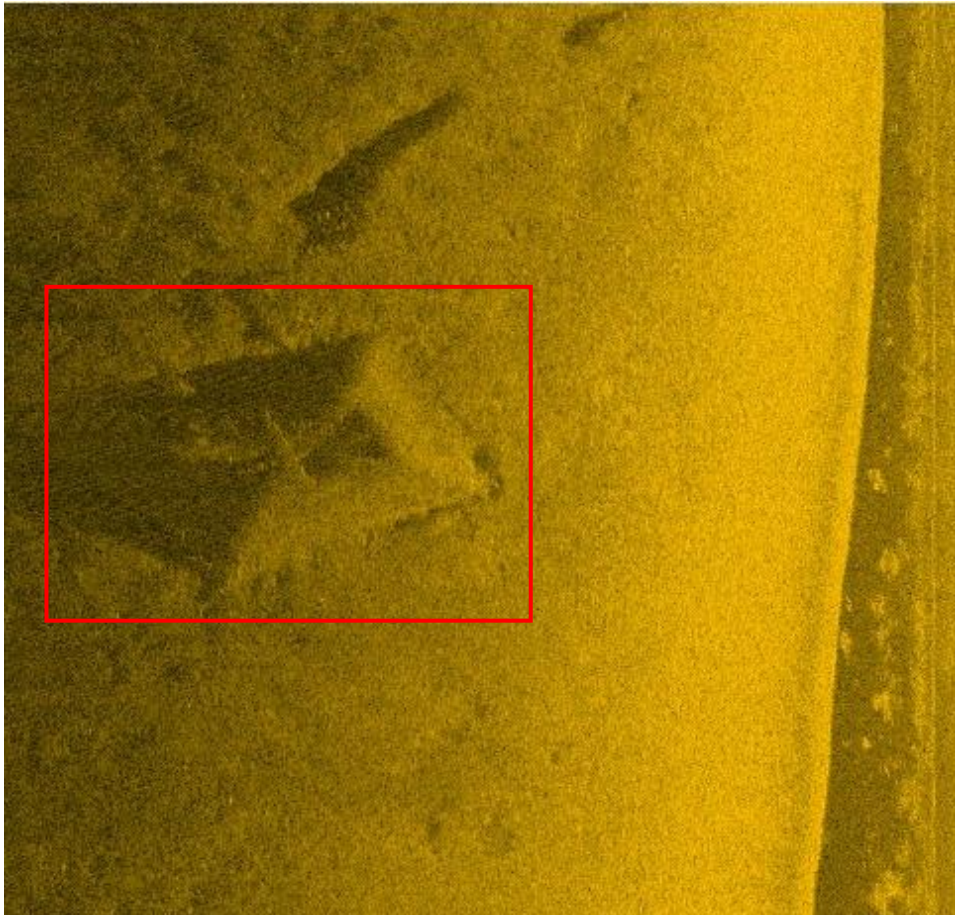


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #55

Name	Survey Date	01/25/2024
11:35:32	Time	11:35:32
Survey File	X	670245.4
240125_0047_1135	Y	772006.8
Capture File	WGS84 Latitude	26 27 27.2744 N
11-35-32.JPG	WGS84 Longitude	081 57 25.0841 W
	Bottom Elevation (NAVD)	-8
	Height Above Bottom	2.1
	Length	14.6
	Width	11.5

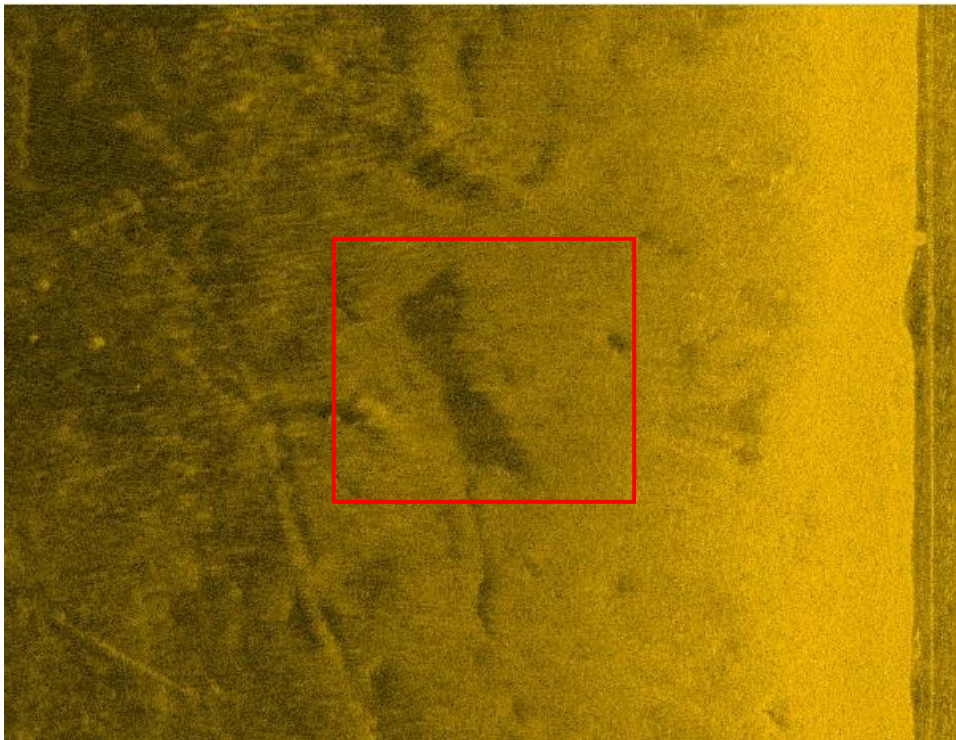


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #56

Name	Survey Date	01/25/2024
11:24:19	Time	11:24:19
Survey File	X	669156.5
240125_0048_1122	Y	771971.8
Capture File	WGS84 Latitude	26 27 26.9312 N
11-24-19.JPG	WGS84 Longitude	081 57 37.0659 W
	Bottom Elevation (NAVD)	-4
	Height Above Bottom	0.3
	Length	12.5
	Width	2.5

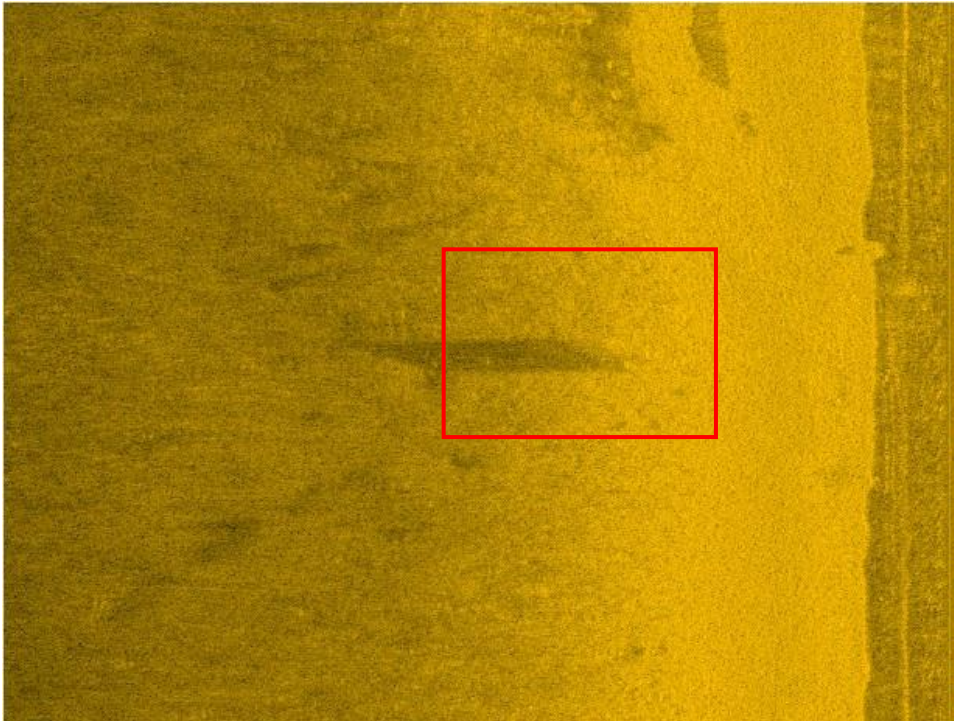


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #57

Name	Survey Date	01/25/2024
11:23:23	Time	11:23:23
Survey File	X	669277.3
240125_0048_1122	Y	772219.3
Capture File	WGS84 Latitude	26 27 29.3821 N
11-23-23.JPG	WGS84 Longitude	081 57 35.7359 W
	Bottom Elevation (NAVD)	-4
	Height Above Bottom	1.0
	Length	3.2
	Width	2.0

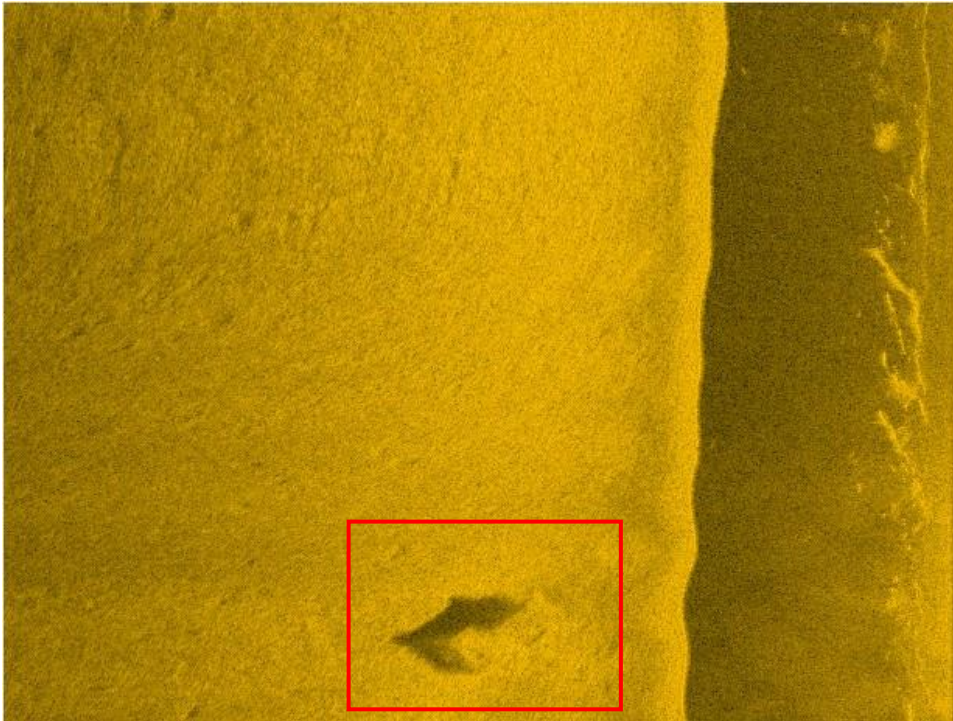


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #58

Name	Survey Date	01/25/2024
11:22:22	Time	11:22:22
Survey File	X	669432.1
240125_0048_1122	Y	772505.4
Capture File	WGS84 Latitude	26 27 32.2153 N
11-22-22.JPG	WGS84 Longitude	081 57 34.0315 W
	Bottom Elevation (NAVD)	-15
	Height Above Bottom	1.8
	Length	8.8
	Width	4.6

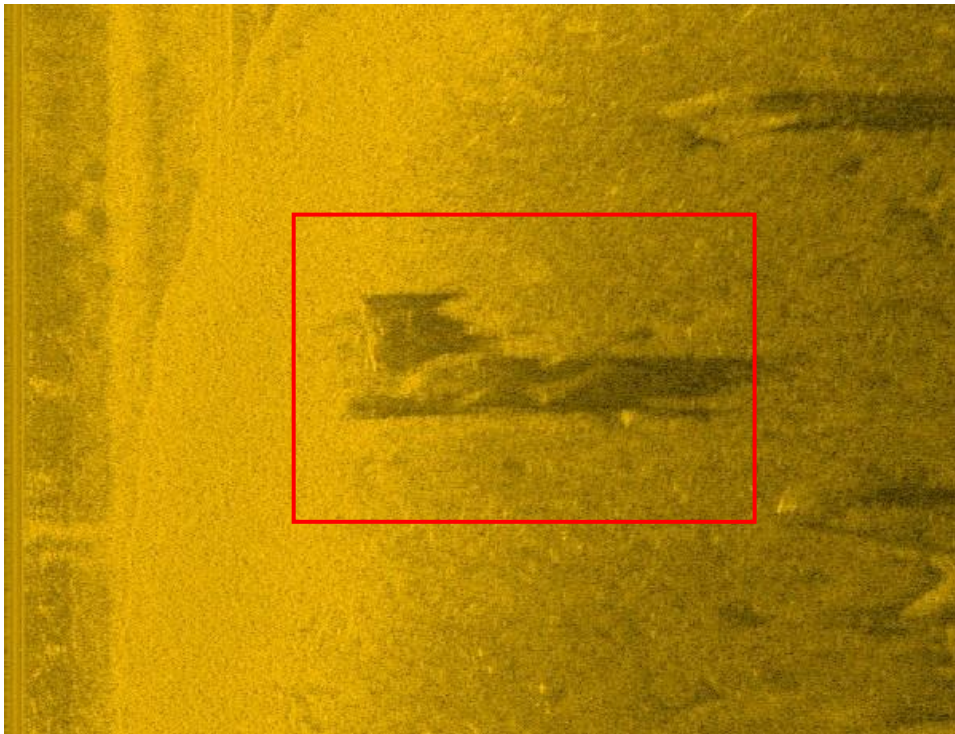


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #59

Name	Survey Date	01/25/2024
11:19:43	Time	11:19:43
Survey File	X	668710.6
240125_0049_1118	Y	772619.0
Capture File	WGS84 Latitude	26 27 33.3426 N
11-19-43.JPG	WGS84 Longitude	081 57 41.9703 W
	Bottom Elevation (NAVD)	-5
	Height Above Bottom	1.6
	Length	6.8
	Width	4.1

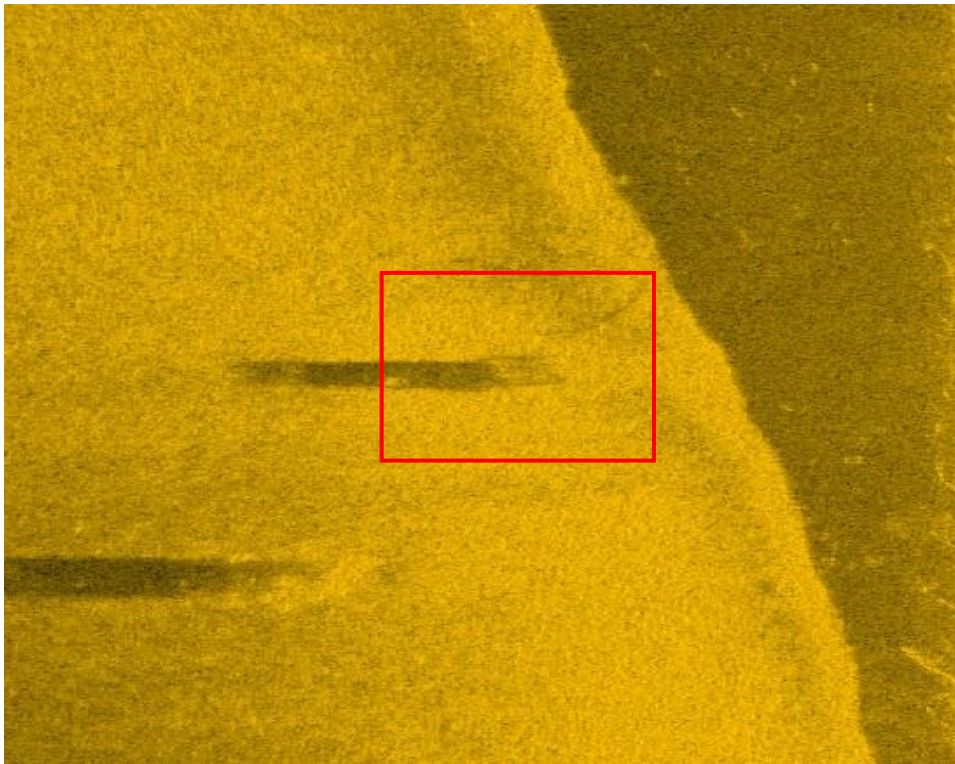


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #60

Name	Survey Date	01/25/2024
11:19:48	Time	11:19:48
Survey File	X	668713.9
240125_0049_1118	Y	772648.7
Capture File	WGS84 Latitude	26 27 33.6367 N
11-19-48.JPG	WGS84 Longitude	081 57 41.9339 W
	Bottom Elevation (NAVD)	-8
	Height Above Bottom	1.9
	Length	1.3
	Width	2.7

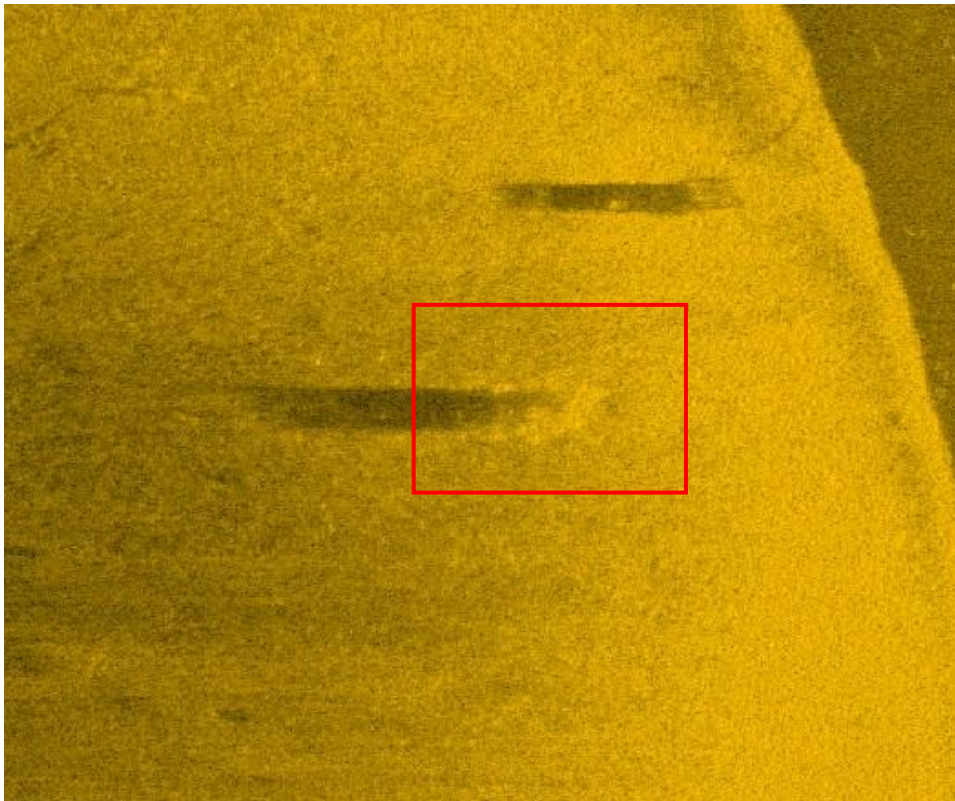


NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

ATTACHMENT 1
TOWN OF FORT MYERS BEACH
POST- IAN RESIDENTIAL CANAL DEBRIS ASSESSMENT SURVEY
MARCH 22, 2024
CEC File No.: 23.313

Target #61

Name	Survey Date	01/25/2024
11:19:45	Time	11:19:45
Survey File	X	668700.3
240125_0049_1118	Y	772641.6
Capture File	WGS84 Latitude	26 27 33.5664 N
11-19-45.JPG	WGS84 Longitude	081 57 42.0835 W
	Bottom Elevation (NAVD)	-6
	Height Above Bottom	1.5
	Length	1.5
	Width	2.6



NOTE: ALL DIMENSIONS ARE MEASURED IN FEET AND ARE TO BE CONSIDERED APPROXIMATE. COORDINATES ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLACE WEST ZONE, NAD83.

**AGREEMENT FOR GOODS AND SERVICES COMPETITIVELY
PROCURED BY LEE COUNTY, FLORIDA
(Disaster Recovery Services & Debris Removal)**

THIS AGREEMENT is made and entered into this XXth day of October, 2024, by and between the Town of Fort Myers Beach, Florida (“Town”), a Florida municipal corporation whose principal place of business is 2731 Oak Street., Fort Myers Beach, FL 33391 and Aftermath Disaster Recovery, Inc., a Texas corporation authorized to do business in the State of Florida, (“Contractor”), whose principal place of business is 1095 Willy Vester, Van Alstyne, TX 75495, and whose federal tax identification number is 46-3248226 (“Contract” or “Agreement”). Town and Contractor may also be referred to collectively as the “Parties.”

WHEREAS, Contractor and Lee County, Florida, have entered into a competitively procured contract known as #RFP230596BJB AGREEMENT FOR DISASTER RECOVERY SERVICES FOR DEBRIS & VEGETATION REMOVAL FROM WATERWAYS, CANALS AND NATURAL CREEKS IN LEE COUNTY, which has been subsequently amended by the parties (“Lee County Contract”); and

WHEREAS, the Town is in need of disaster recovery services to remove and dispose of debris and vegetation from waterways and canals; and

WHEREAS, the Town desires to have Contractor provide the needed goods and services; and

WHEREAS, under the Town Code, the purchase of goods and services under a contract awarded by another governmental entity is authorized, provided the finance department director makes a written determination that time and expense factors make it financially advantageous for the Town to do so; and

WHEREAS, Contractor is willing to provide goods and services, subject to the terms and conditions of the Contract, with the specific modifications set forth herein; and

WHEREAS, the Town’s finance department director has determined that piggybacking on the Lee County Contract is financially advantageous to the Town; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties do mutually agree as follows:

1. Incorporation of Lee County Contract. This Contract incorporates by reference, the Lee County Contract, which is attached as Exhibit “A,” except as otherwise provided herein.

2. Scope of Services. During the term of this Contract, Contractor will provide all labor, supervision, equipment, materials, and expertise required to perform removal of wet debris identified by the Town report known as Post-Ian Residential Canal Debris Assessment.

3. Pricing. The Town will pay Contractor a sum not to exceed **\$XX** for all goods and services. This sum will be Contractor’s sole compensation for the goods and services provided by Contractor under this Agreement.

4. Contract Term. The term of this Agreement begins on the date set forth above and ends 90 days thereafter. The Town has the option to renew this Agreement up to two (2) additional ninety (90) day periods with written notice to the Contractor at least thirty (30) days before the Agreement expires.

5. Designated Representative. The Town's Environmental Manager, or designee, shall be the Town’s Designated Representative in matters arising under this Agreement:

Chadd Chustz
Town of Fort Myers Beach
2731 Oak Street
Fort Myers Beach, FL. 33931
Chadd@fmbgov.com

6. Modifications to Lee County Contract. Notwithstanding the incorporation of the Lee County Contract into this Agreement as referenced, the Parties hereby agree that all references in the Lee County Contract to terms such as "County" or "City" will be deemed to refer to the Town. In addition, all references in the Lee County Contract to specific officers/ departments/ divisions, or to specific locations (such as for delivery of goods/services, receipt of Contractor invoicing, etc.), if not specifically addressed in this Agreement, will be deemed to refer to the equivalent Town officers/departments/divisions, and Town locations, as hereafter designated by the Town's Designated Representative.

7. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the Town within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

**RELATING TO THIS AGREEMENT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT:**

**TOWN HALL
2731 OAK STREET
FORT MYERS BEACH, FL 33931
(239)765-0202
Amy@fmbgov.com**

8. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the Town harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.

9. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by Town specified in the Agreement shall not be construed as a waiver of Town's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Town in the Agreement in derogation hereof shall be void and of no force or effect.

10. Non-appropriation. Town's performance and obligation to pay under this Agreement is contingent upon an appropriation during the Town's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the Town Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the Town subject to the Town paying all invoices for services rendered during the period the Agreement was funded by appropriations.

11. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional

costs to the Town as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

12. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with Town for goods or services of any amount may be terminated at the option of Town if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of Town if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

13. Disclosure Requirements for "Foreign Countries of Concern." Contractor shall comply with the disclosure requirements set forth in Section 286.101(3)(a), Florida Statutes, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the

source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to Section 268.101(7), Florida Statutes: “In addition to any fine assessed under [Section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

14. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

15. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fees and costs.

16. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the Town if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

17. Data Management; Notice of Breach. Contractor shall cooperate with the Town and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the Town must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

18. Environmental and Social Government and Corporate Activism. The Town has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

19. Taxes. The Town shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the Town is exempt from same by Florida law, including but not limited to any sales or use tax.

20. No Coercion for Labor or Services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;

2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 20 above and that the facts stated in it are true.

CONTRACTOR:

Print Name: _____

Title: _____

Company: _____

ATTEST:

TOWN OF FORT MYERS BEACH

Amy Baker, Town Clerk

Dan Allers, Mayor

**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

1. **Request:**

Meeting Date: October 21, 2024

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND RESTATING ITS CONTRACT WITH THE FLORIDA DEPARTMENT OF ADMINISTRATIVE HEARINGS FOR DELIVERY OF SPECIAL MAGISTRATE SERVICES; AUTHORIZING THE TOWN MANAGER OR MAYOR TO SIGN THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

To update the terms of the contract currently existing between the Town of Fort Myers Beach, Florida, and Florida Department of Administrative Hearings ("DOAH"), expanding the scope of services performed by special magistrates to include appellate review of the Town's Building Official's decisions regarding unsafe structures, following the recent adoption of Emergency Ordinance 24-29, and to update the hourly rate from \$200.00 to \$207.00 per hour.

What the action accomplishes:

To update the terms of the contract currently existing between the Town of Fort Myers Beach, Florida, and Florida Department of Administrative Hearings ("DOAH"), expanding the scope of services performed by special magistrates to include appellate review of the Town's Building Official's decisions regarding unsafe structures, following the recent adoption of Emergency Ordinance 24-29, and to update the hourly rate from \$200.00 to \$207.00 per hour.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Adjudication of demolition orders by neutral special magistrate.

4. **Submitter of Information:**

Nancy Stuparich, Town Attorney

5. **Background:**

On February 5, 2024, the Town Council approved an agreement between the Town and DOAH for special magistrates services. On March 7, 2024, the parties entered into an agreement for DOAH ALJs to perform special magistrates services at a rate of \$200.00 per hour. On September 9, 2024, the Town Council adopted an Emergency Ordinance (24-29), reassigning the responsibility for appellate review of Town Building Official's decisions from Lee County Board of Adjustment and Appeals to the Town's Special Magistrates, necessitating an amendment to the scope of services provided for under the March 7, 2024 agreement.

In addition, DOAH also informed the Town that the new hourly rate for DOAH's ALJs increased from \$200.00 to \$207.00 per hour, which further necessitates revisions to the parties' existing agreement. This proposed Resolution expands the scope of services to include DOAH ALJs review of the Town's Building Official's decisions regarding unsafe structures and increases the hourly compensation of DOAH's ALJs to \$207.00 per hour.

Attachments:

1. 24-210, Approving Amended and Restated Contract with DOAH 9-27-24 mr ns
2. Amended and Restated Contract with DOAH 9-27-24 mr ns

Financial Impact:

6. **Alternative Action**

Do not approve the amended and restated agreement.

7. **Management Recommendations:**

Approval.

8. **Recommended Approval:**

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

Created/Initiated - 9/27/2024
Approved - 9/29/2024
Approved - 9/30/2024
Final Approval - 9/30/2024

RESOLUTION NUMBER 24-210

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND RESTATING ITS CONTRACT WITH THE FLORIDA DEPARTMENT OF ADMINISTRATIVE HEARINGS FOR DELIVERY OF SPECIAL MAGISTRATE SERVICES; AUTHORIZING THE TOWN MANAGER OR MAYOR TO SIGN THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

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

WHEREAS, on February 5, 2024, the Town Council adopted Resolution 24-32, approving contracts with the Florida Department of Administrative Hearings (“DOAH”) and Monica Schmucker for Special Magistrate Services; and

WHEREAS, on March 7, 2024, following adoption of Resolution 24-32, the Town and DOAH entered into a contract for special magistrate services by DOAH Administrative Law Judges (“ALJs”) to conduct hearings for code enforcement hearings for which ALJs may adjudicate violations, liens, and enforcement as provided by Chapter 162, Florida Statutes and the Town Code of Ordinances; and

WHEREAS, on September 9, 2024, the Town Council passed Emergency Ordinance 24-29, amending the Town Code to reassign the responsibility for appellate review of decisions by the Town Building Official from the Lee County Board of Adjustment and Appeals to the Town of Fort Myers Beach Special Magistrates; and

WHEREAS, the Town and DOAH agree to amend and restate the March 7, 2024, contract to allow DOAH ALJs to perform appellate review of the decisions made by the Town’s Building Official, as authorized by Division 3 of Article I, and Division 2 of Article II, of Chapter 6 of the Town of Fort Myers Beach Land Development Code; and

WHEREAS, the parties agree to amend the contract to increase the hourly rate of DOAH’s ALJs’ from \$200.00 to \$207.00 per hour; and

WHEREAS, it is in the best interests of the Town to enter into the amended and restated contract with DOAH for special magistrates’ services.

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

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

Section 2. The Town Council hereby approves the amended and restated contract with DOAH, attached as Exhibit “A,” for the performance of special magistrates' services, including but not limited to the appellate review of the Town Building Official’s decisions regarding unsafe structures, at an amended rate of \$207.00 per hour.

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

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

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

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____ 2024.

EXHIBIT “A”

UPDATED ADMINISTRATIVE LAW JUDGE SERVICES CONTRACT

THIS UPDATED CONTRACT is between the TOWN OF FORT MYERS BEACH, (hereinafter the “TOWN”), and the State of Florida, Division of Administrative Hearings (“DOAH”).

WHEREAS, Section 120.65, Florida Statutes, authorizes DOAH to provide Administrative Law Judges (ALJs) on a contract basis to any governmental entity; and

WHEREAS, the TOWN desires to use the services of DOAH’s ALJs to conduct hearings for any administrative matters for which ALJs may adjudicate administrative disputes, to conduct code enforcement hearings for which ALJs may adjudicate violations, liens, and enforcement as provided by Chapter 162, Florida Statutes, and the TOWN Code of Ordinances, and to adjudicate appeals of the decisions by the Town of Fort Myers Beach Building Official, as provided in Division 3 of Article I, and Division 2 of Article II, of Chapter 6 of the Town of Fort Myers Beach Land Development Code.

NOW, THEREFORE, the parties, for valuable consideration and the mutual promises between them, agree as follows:

1. Scope of Services. The foregoing Recitals are hereby incorporated herein as if fully restated. DOAH agrees to make ALJs available to the TOWN. The ALJs will be full-time judges employed by the State of Florida, Division of Administrative Hearings, and are experts in the adjudication of administrative disputes.
2. Compensation. The fiscal year 2003-2004 General Appropriation Act, Chapter 2003-397, Laws of Florida, requires DOAH to renegotiate its contracts for ALJ services annually so that the hourly rate charged is based on a total – cost recovery methodology. The rate has been determined to be \$207.00 per hour beginning October 1, 2024. DOAH will notify the TOWN of the amended hourly rate on or about the first day of September of each year. That rate will become effective on the first day of October of that same year. The TOWN agrees to compensate DOAH for each hour actually worked, and subsequently, at the hourly rate determined in accordance with the Florida Legislature’s directive. This rate will apply for ALJ services in preparing for hearings, traveling to hearings, conducting

hearings, and preparing Recommended Orders.

3. Expenses. The TOWN agrees to pay the actual travel expenses of the assigned ALJ in the amount provided pursuant to Chapter 112, Florida Statutes. DOAH will submit invoices monthly and the TOWN agrees to remit payment monthly in accordance with Chapter 218, Part VII, Florida Statutes. DOAH agrees to provide the TOWN an itemized statement of the charges and costs in the invoice. Unless otherwise requested, the parties agree that hearings will be held electronically when possible, negating the need for the payment of travel expense.
4. Contract Management. Megan Silver, Executive Director & Administrative Law Judge, and Patricia Kenyon, Operations Manager, will provide contract management services under this Contract for DOAH.
5. Term. This contract is for a term of one (1) year and will automatically renew for succeeding yearly periods one year from the date last signed. This contract may be amended from time to time by mutual agreement of the parties and may be terminated by either party for the convenience of that party upon thirty (30) days' written notice.
6. Request for Services. To initiate a proceeding, the TOWN shall send a letter to the Chief Judge, Division of Administrative Hearings, requesting the assignment of an ALJ and shall include with such request a copy of the relevant agency action letter, claim asserted and/or request for hearing, as well as any code provisions or other local procedure that governs the type of hearing requested. DOAH shall assign an ALJ promptly after receipt of the letter.
7. Effective Date. This Contract will become effective on the date the last signature is made.
8. Prior Agreements. This Contract shall supersede any prior agreements between the parties, including but not limited to the March 7, 2024, Contract.
9. Notices. All notices required or permitted by this Contract shall be in writing, and shall be deemed to have been duly given if mailed first-class, certified postage prepaid, addressed as follows:

To: TOWN

Town Manager

Town of Fort Myers Beach

2731 Oak Street
Fort Myers Beach, FL 33931
239-765-0202

To: DOAH
State of Florida, Division of Administrative Hearings
Attn: Patricia Kenyon, Operations Manager
1230 Apalachee Parkway
Tallahassee, FL 32301
850-488-9675

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

WHEREUPON, the parties have executed this Contract as follows:

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

Approved by the Town Council on the ____ day of _____, 2024

**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

STATE OF FLORIDA, DIVISION
OF ADMINISTRATIVE HEARINGS

Megan S. Silver
Executive Director & Administrative Law Judge

Date

AMENDED AND RESTATED ADMINISTRATIVE LAW JUDGE
SERVICES CONTRACT

This Amended and Restated Administrative Law Judge Services Agreement dated the ____ day of October, 2024, by and between the TOWN OF FORT MYERS BEACH, (hereinafter the “TOWN”), and the State of Florida, Division of Administrative Hearings (“DOAH”).

WHEREAS, Section 120.65, Florida Statutes, authorizes DOAH to provide Administrative Law Judges (ALJs) on a contract basis to any governmental entity; and

WHEREAS, the TOWN desires to use the services of DOAH’s ALJs to conduct hearings for any administrative matters for which ALJs may adjudicate administrative disputes, to conduct code enforcement hearings for which ALJs may adjudicate violations, liens, and enforcement as provided by Chapter 162, Florida Statutes, and the TOWN Code of Ordinances, and to adjudicate appeals of the decisions by the Town of Fort Myers Beach Building Official, as provided in Division 3 of Article I, and Division 2 of Article II, of Chapter 6 of the Town of Fort Myers Beach Land Development Code.

NOW, THEREFORE, the parties, for valuable consideration and the mutual promises between them, agree as follows:

1. Scope of Services. The foregoing Recitals are hereby incorporated herein as if fully restated. DOAH agrees to make ALJs available to the TOWN. The ALJs will be full-time judges employed by the State of Florida, Division of Administrative Hearings, and are experts in the adjudication of administrative disputes.
2. Compensation. The fiscal year 2003-2004 General Appropriation Act, Chapter 2003-397, Laws of Florida, requires DOAH to renegotiate its contracts for ALJ services annually so that the hourly rate charged is based on a total – cost recovery methodology. The rate has been determined to be \$207.00 per hour beginning October 1, 2024. DOAH will notify the TOWN of the amended hourly rate on or about the first day of September of each year. That rate will become effective on the first day of October of that same year. The TOWN

AMENDED AND RESTATED ADMINISTRATIVE LAW JUDGE
SERVICES CONTRACT

agrees to compensate DOAH for each hour actually worked, and subsequently, at the hourly rate determined in accordance with the Florida Legislature's directive. This rate will apply for ALJ services in preparing for hearings, traveling to hearings, conducting hearings, and preparing Recommended Orders.

3. Expenses. The TOWN agrees to pay the actual travel expenses of the assigned ALJ in the amount provided pursuant to Chapter 112, Florida Statutes. DOAH will submit invoices monthly and the TOWN agrees to remit payment monthly in accordance with Chapter 218, Part VII, Florida Statutes. DOAH agrees to provide the TOWN an itemized statement of the charges and costs in the invoice. Unless otherwise requested, the parties agree that hearings will be held electronically when possible, negating the need for the payment of travel expense.
4. Contract Management. Megan Silver, Executive Director & Administrative Law Judge, and Patricia Kenyon, Operations Manager, will provide contract management services under this Contract for DOAH.
5. Term. This contract is for a term of one (1) year and will automatically renew for succeeding yearly periods one year from the date last signed. This contract may be amended from time to time by mutual agreement of the parties and may be terminated by either party for the convenience of that party upon thirty (30) days' written notice.
6. Request for Services. To initiate a proceeding, the TOWN shall send a letter to the Chief Judge, Division of Administrative Hearings, requesting the assignment of an ALJ and shall include with such request a copy of the relevant agency action letter, claim asserted and/or request for hearing, as well as any code provisions or other local procedure that governs the type of hearing requested. DOAH shall assign an ALJ promptly after receipt of the letter.
7. Effective Date. This Contract will become effective on the date the last signature is made.
8. Prior Agreements. This Contract shall supersede and replace any prior

AMENDED AND RESTATED ADMINISTRATIVE LAW JUDGE
SERVICES CONTRACT

agreements between the parties, including but not limited to the March 7, 2024, Contract.

9. Notices. All notices required or permitted by this Contract shall be in writing, and shall be deemed to have been duly given if mailed first-class, certified postage prepaid, addressed as follows:

To: TOWN

Town Manager

Town of Fort Myers Beach

2731 Oak Street

Fort Myers Beach, FL 33931

239-765-0202

To: DOAH

State of Florida, Division of Administrative Hearings

Attn: Patricia Kenyon, Operations Manager

1230 Apalachee Parkway

Tallahassee, FL 32301

850-488-9675

WHEREUPON, the parties have executed this Contract as follows:

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

AMENDED AND RESTATED ADMINISTRATIVE LAW JUDGE
SERVICES CONTRACT

Approved by the Town Council on the ____ day of _____, 2024

**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

STATE OF FLORIDA, DIVISION
OF ADMINISTRATIVE HEARINGS

Megan S. Silver
Executive Director & Administrative Law Judge

Date

1. **Request:**

Meeting Date: October 21, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, APPROVING BUDGET ADJUSTMENT (#1) TO FUND PURCHASE OF 6221 ESTERO BLVD; PROVIDING AUTHORITY; EFFECTIVE DATE.

Why the action is necessary:

The Town is required to appropriate funding for expenditures.

What the action accomplishes:

This action appropriates the funding for the purchase of the property located at 6221 Estero Blvd that will serve as the parking lot for the new town hall.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Andy Hyatt, Town Manager

5. **Background:**

The Town Council approved Resolution 24-153 on August 5, 2024 authorizing Budget Adjustment #6 to the Fiscal Year 2024 Budget to fund the purchase of the property located at 6221 Estero Blvd for approximately \$1,700,000 for the purpose of providing parking for the new town hall.

The closing on the purchase of the property will be later than expected and will occur in Fiscal Year 2025 rather than in Fiscal Year 2024, resulting in the funding not being utilized in Fiscal Year 2024, and the unspent funds being available to carry forward into Fiscal Year 2025 to be re-appropriated to fulfill their original purpose, which was funding the purchase of 6221 Estero Blvd.

Attachments:

1. 24-209, Budget Amendment #1 - Purchase of 6221 Estero Blvd ns

Financial Impact:

The unspent appropriation in FY24 that was intended to fund the purchase of 6221 Estero will carry forward to FY25. This resolution re-appropriates that carryover amount in FY25 for the same original purpose intended. The funding source involves two funds: \$980,0355 from the capital fund (40) where the balance of the \$8 million State LAP grant is found, and \$739,965 from the emergency fund (13) where the balance of the insurance proceeds is found.

6. **Alternative Action**

If the Town intends to purchase the property at 6221 Estero Blvd, it must appropriate the funds.

7. **Management Recommendations:**

Management recommends approval of this budget adjustment

8. **Recommended Approval:**

Joe Onzick, Finance Director
Joe Onzick, Finance Director

Created/Initiated - 9/25/2024
Approved - 9/25/2024

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

Approved - 9/26/2024
Approved - 9/27/2024
Final Approval - 9/27/2024

RESOLUTION NUMBER 24-209

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING BUDGET ADJUSTMENT (#1) TO FUND PURCHASE OF REAL PROPERTY LOCATED AT 6221 ESTERO BLVD, FORT MYERS BEACH, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Council approved Resolution 24-153 on August 5, 2024 authorizing Budget Adjustment #6 to the Fiscal Year 2024 Budget to fund the purchase of the property located at 6221 Estero Blvd for approximately \$1,700,000 for the purpose of providing parking for the new town hall; and

WHEREAS, the closing on the purchase of the property will be later than expected and will occur in Fiscal Year 2025 rather than in Fiscal Year 2024 resulting in the funding not being utilized in Fiscal Year 2024 and the unspent funds are available to carry forward into Fiscal Year 2025; and

WHEREAS, Section 200.065, Florida Statutes establishes the method for adoption of a budget for all taxing authorities in the State of Florida and Section 166.241, Florida Statutes requires the governing body of each municipality in Florida to adopt a budget via ordinance or resolution before the start of each fiscal year; and

WHEREAS, on September 23, 2024, the Town Council of the Town of Fort Myers Beach, following due public notice, adopted a final operating budget for fiscal year 2024-25, as set forth with greater specificity in Town Resolution 24-185; and

WHEREAS, Section 11.05(a) of Article XI of the Town Charter provides that if, during the fiscal year, the town manager certifies that there are available for appropriation revenues in excess of those estimated in the budget, the council, by resolution, may make supplemental appropriations for the year up to the amount of such excess, so long as a fiscally responsible reserve is maintained; and

WHEREAS, it is in the best interest of the Town to carry forward approximately \$1,700,000 of unspent funds from Fiscal Year 2024 and appropriate them in Fiscal Year 2025 to fulfill their original purpose of funding the purchase of property at 6221 Estero Blvd to provide parking for the new town hall.

IT IS HEREBY RESOLVED by the Town Council of Fort Myers Beach, Florida as follows.

Section 1. The above recitals as set forth in the various “Whereas” clauses are hereby adopted by reference and incorporated into the body of this Resolution.

Section 2 The Town Council further finds that the related supplemental appropriation of funds is consistent with the requirements of Section 11.05 (a), and (a) of Article XI of the Town Charter, and hereby approves, adopts and accepts the following budget amendment:

Budget Adjustment #1

40.29.519.33447	Capital Fund: State LAP Grant	\$980,035
40.29.519.61000	Capital Fund: Land (Parking Lot)	\$980,035
13.29.519.38100	Emergency Fund: Prior Year Carry Over	\$739,965
13.29.519.61000	Emergency Fund: Land (Parking Lot)	\$719,965
13.29.519.61000	Emergency Fund: Legal Fees (Closing Costs)	\$ 20,000

Section 3. This resolution is effective immediately upon adoption.

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 7th day of October 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:

Vose Law Firm, Town Attorneys

This Resolution was filed in the Office of the Town Clerk on this 7th day of October 2024.

1. **Request:**

Meeting Date: October 21, 2024

Waive fees associated with pumping out the Salty Sam's pirate ship.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

To facilitate strong relations with a neighboring business. As per the Hold Harmless Agreement, the Town will waive the \$100.00 fee for pump out in exchange for indemnification provision contained in the agreement.

Attachments:

1. FMB - Salty Sam's Marina Pump-Out Indemnification Agreement 9-10-24 mr

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Patty Prevost, Senior Administrative Assistant
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 9/27/2024
Approved - 9/27/2024
Approved - 9/27/2024
Final Approval - 9/28/2024

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT BETWEEN THE
TOWN OF FORT MYERS BEACH, FLORIDA, AND SALTY SAM'S MARINA**

THIS AGREEMENT is made this ____ day of _____, 2024, by and between _____, the Town of Fort Myers Beach, a Florida municipal corporation, (hereinafter the "Town"), and Salty Sam's Marina, _____ (hereinafter "Salty Sam's Marina").

WITNESSETH:

WHEREAS, Salty Sam's Marina desires to utilize the Town's Matanzas Pass pump-out station to pump out Salty Sam's Marina Pirate Ship while Salty Sam's Marina's dock is undergoing repairs; and

WHEREAS, the Town's assistance for the pump-out of the Salty Sam's Marina Pirate Ship is necessary to prevent harm to the Town with regard to the potential illicit discharge from the Salty Sam's Marina's Pirate Ship into the Town's waters in the absence of a pump-out of the ship; and

WHEREAS, the Town agrees to waive the regular pump out fee of \$100.00 for a pump-out in exchange for indemnification provisions contained in this Agreement; and

WHEREAS, the potential damages that could result from Salty Sam's Marina's failure to pump-out the Pirate Ship are, but are not limited to, pollution of the Matanzas Pass, spillage of the illicit discharge into the Town's waters, and damage to the mooring vessels; and

WHEREAS, the Town wishes to allow Salty Sam's Marina to utilize the Town's property to pump out the Salty Sam's Marina's Pirate Ship, and waive the pump-out fees, but only if Salty Sam's Marina fully complies with the terms of this Agreement; and

WHEREAS, this Agreement would promote health, safety, welfare, and morals of the Town's residents.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, the Town and Salty Sam's Marina agree as follows:

1. SPECIFICATIONS.

- (a) The term of this Agreement is from ____ day of _____, 2024, until ____ day of _____, 2024, unless sooner terminated by either party in writing.
- (b) The pump-out shall be conducted at an authorized Town's pump-out station, as agreed to by the Town.
- (c) The Town shall waive the regular pump-out fee in exchange for the

indemnification provisions contained in this Agreement.

- (d) The Town will not be responsible for the successful pump-out and shall not be responsible if the pump-out of the Salty Sam's Marina's Pirate Ship is unsuccessful or results in any illicit discharge into the Town's waters.

2. **INDEMNIFICATION.** In exchange for the waived pump-out fees by the Town, Salty Sam's Marina shall indemnify and hold the Town, its officers, employees, attorneys, consultants, and agents, harmless from and against all claims for personal injury, bodily injury (including death) or property damages (including destruction), and/or losses, penalties, damages, professional fees, including reasonable attorney fees and all costs of litigation and judgments arising in any way out of the Salty Sam's Marina's Pirate Ship pump-out or this Agreement, including, but not limited to any claims brought against the Town, its officers, employees, attorneys, consultants and agents, and/or any of its insurance companies, by Salty Sam's Marina or any other person or entity. The parties agree that the permission of the Town to allow the use of the Town property to facilitate the pump-out is sufficient consideration for this hold harmless and indemnification.

3. **CONTROLLING LAW AND VENUE.** This Agreement is to be governed by the laws of the State of Florida, and venue shall rest solely in Lee County, Florida, and shall not be construed against the party drafting this Agreement.

4. **NON-ASSIGNABILITY.** Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

5. **SEVERABILITY/NON-WAIVER.** Any provision of this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof. Non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

IN WITNESS WHEREOF, the Town and Salty Sam's Marina have caused this instrument to be signed on the date first signed below.

ATTEST:

SALTY SAM'S MARINA

Print Name: _____
Print Title: _____

Print Name: _____
Print Title: _____
Date: _____

FORT MYERS BEACH, FLORIDA

Andrew Hyatt, Town Manager

Date: _____

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

1. **Request:**

Meeting Date: October 21, 2024

Appoint Members to the FY2024-2025 Local Planning Agency (LPA)

Why the action is necessary:

Four seats on the Local Planning Agency expired September 30, 2023, leaving four vacancies on the committee.

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Amy Baker, Town Clerk

5. **Background:**

The objectives of the Local Planning Agency (LPA) are to further the welfare of the citizens of town by helping to promote a better, more positive community environment and to ensure that the unique, natural characteristics of the island are preserved.

The LPA also serves as the Town's Historic Preservation Board.

There are currently four vacancies on the Local Planning Agency. Six applications have been received by the Town Clerk requesting appointment to the committee; all six applicants are residents of or owners of real property located within the territorial limits of the Town of Fort Myers Beach.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Thursday, September 19, 2024.

Per Ordinance 09-08, Section 34-113(a). The local planning agency shall consist of up to seven members appointed by the town council. No members of the local planning agency shall be salaried officials of the town. Membership on the local planning agency shall not affect a person's eligibility for membership on any other advisory committee for the Town of Fort Myers Beach during his/her term of office. One spouse per household will be eligible for membership on the local planning agency during any given term of office. No current member of Town Council shall be eligible to serve on the local planning agency. Except for inclusion of members required under Florida law, all members must be residents of, or owners of real property located within, the territorial limits of the Town of Fort Myers Beach at the time of application for membership on the local planning agency and during the period of service on the local planning agency.

Attachments:

1. Dunlap, James LPA
2. Eckmann, Douglas LPA
3. McLean, John LPA
4. Neaf, Anne LPA
5. Spradling, Tyler LPA
6. Sudduth, Don LPA

Financial Impact:

6. **Alternative Action**

Do not appoint/reappoint members and advertise for the vacancies

7. **Management Recommendations:**

Appoint /reappoint members to the committee

8. **Recommended Approval:**

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

Created/Initiated - 9/20/2024
Approved - 9/26/2024
Approved - 9/26/2024
Final Approval - 9/26/2024

**RECEIVED**

By Amy Baker at 3:36 pm, Aug 27, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 08/23/24

Name: Dunlap James E
Last First Middle initial

Telephone Number: (616) 481-3217

Email Address: jedfmb@gmail.com

Home Address: 10087 Idle Plne Ln. Estero, Florida 34135

Mailing Address 131 Egret St. Fort Myers Beach 33931

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? Local Planning Agency

If yes, when is your term expiration? October, 2024

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☒ Local Planning Agency
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☐ No ☒

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

See attached document for details.

Community Involvement:

See attached resume for details.

Interests / Activities:

Boating, Golfing, Scuba Diving

You may attach a resume in addition to the above information.

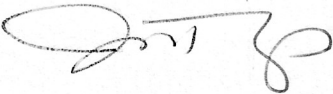
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

8/23/2024

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

August 26, 2024

WHY ARE YOU SEEKING AN APPOINTMENT TO THIS BOARD OR COMMITTEE?

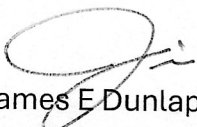
RESPONSE FOR LPA COMMITTEE INTEREST:

This is a moment in the history of our island that may never come again. A time where we are required to balance all we have known and loved about Fort Myers Beach with the responsibility and reality that every individual must step up, in their own way, and help shape what those that follow will be impacted by for decades. My personal belief is "It won't be the same, but we can still make it ours."

Although I was just appointed to this body in June of 2024, I believe I have been able to contribute and add value to the requests and conversations that have appeared before the LPA over the past two meetings. I have drawn upon my 38yrs in banking, along with the numerous community organizations I have chaired and helped develop long range strategic plans for, that has given me invaluable insights on how interdependent all these pieces and parts are to a thriving culture and economy. We are at that exact moment on Fort Myers Beach!

I am interested in furthering and fully participating in the conversation on how to further define and categorize what a "community benefit" is for all the residents of Fort Myers Beach. I believe it matters how clear we can be on what really counts and to what magnitude these benefits should be considered as tradeoffs in the "permanent" variances we are being asked to approve.

As the LPA reacts to requests for future development, there will continue to be tradeoffs on both sides. The decisions will be nuanced, but the benefits and alignment with what Fort Myers Beach values the most, should never be undermined. I have many years of experience in handling situations and conversations of these types that had significant consequences. I want to continue to offer and contribute that experience to our island.


James E Dunlap

131 Egret St

Fort Myers Beach, FL

NOTICE OF INTENT TO BE A CANDIDATE FOR FORT MYERS BEACH LOCAL PLANNING AGENCY

NAME: JAMES E. DUNLAP

PHONE: 616-481-3217

EMAIL: JEDFMB@GMAIL.COM

ACTIVE PARTICIPATION IN VOLUNTARY ORGANIZATIONS:

- 1999-2001 Chair, Orlando Convention and Visitors Bureau
- 2000-2001 Chair, Orlando Regional Chamber of Commerce
- 2003-2004 Co-chair, American Cancer Society Cattle Baron's Ball
- 2003-2009 Co-chair, Devos Children's Hospital/Make-A-Wish Foundation
- 2002-2004 Chair, Junior Achievement Business Hall of Fame
- 2006-2008 Treasurer and Chair, YMCA of Greater Grand Rapids
- 2004-2007 Chair, Heart of West Michigan United Way Campaign
- 2009-2010 Treasurer and Board Chair, The Right Place, Inc. (Economic Development)
- 2012-2016 Chair, West Michigan Policy Forum
- 2013-2014 Chair, Grand Rapids, MI Economic Club
- 2018-2024 Board Member, Shadow Wood Community Association, Estero, FL
- 2021-2024 Board President, Shadow Wood Community Association
- 6/2024-Present Local Planning Agency, Fort Myers Beach

PROFESSIONAL EXPERIENCE /ACCOMPLISHMENTS:

- 1979-2017 Retired Executive with Huntington National Bank, thirty-eight years
 - (\$189B in assets, 16th largest bank in US).
- 1993-2008 Regional President in various geographies within the Midwest and Florida
- 2009-2017 Senior Executive Vice President, Director Regional and Commercial Banking, Wealth Management, Capital Markets and Treasury Management as direct report to Chairman of the Board

ELECTED OFFICE EXPERIENCE

- 1993-1996 Village of Waterville, Ohio Council and Vice Mayor

SPECIAL RECOGNITION

- 1999,2000,2001 Recognized as one of Central Florida's seven most outstanding community leaders
- 2001 Banker of the Year, Central Florida
- 2007 Community Leader of the Year, Grand Rapids, Michigan
- 2010 West Michigan Business Person of the Year, West Michigan Economic Club

FULL TIME FLORIDA RESIDENT



RECEIVED

By Amy Baker at 3:03 pm, Aug 23, 2024

Town of Fort Myers Beach

Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee *must attach resume
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☒ Local Planning Agency *must attach resume
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☐ No ☒

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I have been a resident of FMB since 2007, since Ian destroyed our home at 120 Sabal we have been residing at our another property in Estero. Planning to rebuild on beach. Currently own residential property at 120 Sabal Drive. As a practicing professional engineer, I feel I can bring my expertise to the LPA.

Community Involvement:

Treasurer of St. Peter Lutheran Church. We are rebuilding church at 3751 Estero, Blvd. Former member of the AAC advisory committee.

Interests / Activities:

Full time environmental and water infrastructure engineer working in coastal communities in SW Florida.

Hobby is Florida native plant landscaping.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Douglas H Eckmann Digitally signed by Douglas H Eckmann
Date: 2024.08.23 14:18:03 -04'00'

Date

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

Douglas H, Eckmann, P.E., BCEE, D.WRE, F.ASCE

Current residence:

4215 Tequesta Blvd.

Estero, FL 33928

Phone: 941-374-1010

Former residence prior to 9/28/22 (Hurricane Ian)

120 Sabal Drive

Fort Myers Beach, 33931

Work E-mail: Douglas.Eckmann@kimley-horn.com

Personal E-mail: doug.eckmann@gmail.com

Current Employment:

Kimley-Horn and Associates, Inc.

1514 Broadway

Fort Myers, FL 33901

Associate and Senior Project Manager

Kimley-Horn is a civil engineering consulting firm

Registrations and Licenses:

Licensed Professional Engineer in Florida No. 47259

Board Certified Environmental Engineer No. 88-10054

Board Certified Water Resource Engineer No. 00647

Elected to Fellow in the American Society of Civil Engineers (ASCE)

Diplomate of the American Academy of Environmental Engineers and Scientists (AAEES)

Diplomate of the American Academy of Water Resource Engineers (AAWRE)

Education:

Bachelor of Science in Mechanical Engineering (BSME)

Northwestern University (Evanston, IL)

Master of Business Administration (MBA)

St. Edward's University (Austin, TX)

Focus:

Civil-Environmental engineering professional specializing in water resources and water and wastewater infrastructure in Southwest Florida since 1993.

Interest in resilient, sustainable, and environmentally responsible development.

Native plant gardening enthusiast.

Spouse:

Courtney Eckmann (classical flutist); former music and PE teacher at Beach Elementary

From: [Eckmann, Doug](#)
To: [Amy Baker](#)
Subject: RE: Reappointment to LPA
Date: Friday, August 23, 2024 2:37:10 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[Advisory Committee Application Form signed.pdf](#)
[Doug Eckmann bio 08 23 24.pdf](#)

Amy, please find application and bio.

By way of explanation, we had our primary residence at 120 Sable until Ian. We now reside at 4215 Tequesta Dr. Estero. Currently planning to rebuild at 120 Sabal. So I own property on Fort Myers beach, but am not a current resident, although the 120 Sabal property remains our "homestead" for property taxes.

Best regards,

Doug Eckmann

Douglas H. Eckmann, P.E., BCEE, BC.WRE, F.ASCE | Associate
Kimley-Horn | 1514 Broadway, Suite 301, Fort Myers, FL 33901
Direct: 239-271-2652 | Mobile: 941-374-1010



RECEIVED

By Amy Baker at 3:15 pm, Aug 23, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 08/23/24

Name: McLean John C
Last First Middle initial

Telephone Number: (239) 314-9996

Email Address: johnmclean01@gmail.com

Home Address: 237 Egret St. FMB

Mailing Address 226 Delmar Ave. FMB

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? LPA

If yes, when is your term expiration? 9/30/24

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee *must attach resume
☐ Bay Oaks Recreational Campus Advisory Board
☐ Cultural and Environmental Learning Center Advisory
☐ Board Historic Preservation Advisory Committee
☒ Local Planning Agency *must attach resume
☐ Marine and Environmental Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I was selected by Town Council to fill the seat on the LPA vacated by Scott Safford when he was selected to join the TC. I wish to continue to serve and bring a thoughtful and balanced approach to the rebuilding of FMB.

Community Involvement:

In addition to serving on the LPA, I was an early volunteer for Lets Go FMB and for a time led the Residential Committee representing the residents voices as we began rebuilding our cherished beach community. I recently provided comments to the RFQ for FEMA's NFIP Community Rating System highlighting the FEMA's failure to explain why it had removed FMB's valued NFIP discount.

Interests / Activities:

I retired in 2022 after 20+ years with AT&T where I lead the team that supported F500 firms for Disaster Recovery/Business Continuity and Cyber Security solutions. Throughout my career, I have demonstrated pragmatic, collaborative, and measured decision making. I now enjoy serving on the LPA. I love living on FMB and enjoy all that it offers such as sunsets, boating, bike riding, dolphin and bird spotting. I also love to cook and read fiction and history.

You may attach a resume in addition to the above information.

<https://www.linkedin.com/in/john-mclean-2ab6b05/details/experience/>

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Date

08/23/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 2:51 pm, Sep 06, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Cultural and Environmental Learning Center Advisory
☐ Board Historic Preservation Advisory Committee
☒ Local Planning Agency
☐ Marine and Environmental Resources Task Force Nuisance
☐ Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

N/A

Why are you seeking appointment to this board or committee?

Civic duty is an honor. I've lived in Ft. Myers Beach for 15 years. It would be a privilege to serve the community. I want to learn as much as I can from the current leaders, help shape the recovery from Hurricane Ian and be part of the long-term planning for the place that has changed my life for the better.

Community Involvement:

2007/8-2023? (I never really kept track.) Started the Spring and Fall neighborhood clean-ups in Sunset Bay, NY. Re-started the Reach The Beach 5K & Sunset Bay Experience fundraiser for the Sunset Bay Volunteer Fire Department. Volunteered for ticket sales/setups/takedowns/etc. Tuesdays & Thursdays during summers for weekly Basket Raffles. 2023-present - Volunteer gardener at "the Triangle" entrance to Sunset Bay, NY.

Interests / Activities:

Yoga Instructor at Bay Oaks Community Center, Mound House, Bayside Veterans Park, on Ft. Myers Beach & in the greater Ft. Myers area. Avid reader & Buffalo Bills fan (Wide right, 13 seconds, there's always next year.)

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Anne M. Neaf

Date September 3, 2024

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 9:35 am, Sep 12, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee *must attach resume
☐ Bay Oaks Recreational Campus Advisory Board
☐ Cultural and Environmental Learning Center Advisory
☐ Board Historic Preservation Advisory Committee
☒ Local Planning Agency *must attach resume
☐ Marine and Environmental Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I was raised on Fort Myers Beach and have been a long time resident. I have gone from a kid on Fort Myers Beach and now am a property owner. I have worked in multiple different industries on the beach while growing up and understand the community. I feel that my passion for the community and responsible development would be invaluable to the committee.

Community Involvement:

Kiwanis club member
avid attendant of town hall meetings

Interests / Activities:

fishing, walking the beach, enjoying FMB.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Date

09/11/2024

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

Tyler J. Spradling, D.O.

TylerSpradlingdo@gmail.com - (239) 823-4745
127 curlew st. Fort Myers Beach FL, 33931

Education

- 2018-2021 **The Florida State University College of Medicine Family Medicine Residency at Lee Health.** Fort Myers, FL
2018 – 2021 – Family medicine – Lifestyle medicine
- 2014-2018 **Nova Southeastern College of Osteopathic Medicine.** Fort Lauderdale, FL
2014-2018 - Doctor of Osteopathic Medicine, May 2018
- 2008-2012 **University of South Florida.** Tampa, FL
2008 – 2012 Bachelors of Arts in Chemistry with a focus in Biochemistry, May 2012

Professional Experience

- 2024 – present **Founder and CEO, Bloom Direct Primary Care.** Full scope direct primary care Clinic located in Bonita springs, FL. Comprehensive primary care including Nutrition and lifestyle counseling.
- 2023- present **Designated Health Authority. State of Florida Department of Juvenile Justice.**
Physician responsible for maintaining protocols and conducting physical And medical evaluations for youth currently incarcerated at Florida DJJ.
On call Physician for Florida DJJ
- 2021 - 2024 **Urgent Care Physician, Lee Health.** Fort Myers, FL
Full time urgent care physician for Lee Health in Fort Myers. Fast paced urgent Care in 4 different locations. Average patient volume 40-50 patient per day.
- 2021- 2024 **Hospitalist, part time. Physician at Complex Care Center, part time. Lee Health**
Per diem inpatient and complex care physician for Lee Health. Responsible for Admitting and working up patient in the hospital as well as discharge planning And follow up. Also, comprehensive outpatient medicine at complex care center Including infusion and wound care.
- Co-author – health promotion and wellness. Published in 2021
Co-authored chapter on wellness that included stress management, alcohol consumption, and exercise

Quality control technician and chemist. Bausch and Lomb. 2012- 2014-
Worked in quality control testing and monitoring samples from manufacturing

Undergraduate research assistant and teaching assistant. University of South
Florida 2011-2014 – aided in development and practical application of different
research projects under the direction of post-doctoral fellows and professors

Volunteer Experience

- | | |
|------------------|---|
| 1/2021 | International medicine experience. Numerous mission trips to the Dominican Republic and Nicaragua. |
| 1/2020 | Volunteer Physician – health screenings. Provided free health screenings for the Fort Myers Beach annual health fair sponsored by the beach Baptist Church |
| 12/2019 | Health screenings – Town of Fort Myers Beach – provided health screenings to People of the community – sponsored by the Fort Myers Beach Baptist Church |
| 8/2019 | Volunteer Physician – Preparticipation sports physical for the school district of Lee County |
| 9/2018 | team physician for Cypress Lake High School. Fort Myers, FL. Attended football and basketball games and was lead team physician on sideline working with athletic trainer |
| 1/2018 – present | Kiwanis club of Fort Myer Beach – member |

Awards and Acknowledgments

Outstanding Resident in Obstetrics FSU-FMRP – 2018-2019
Given to the one resident each year who best exemplifies compassion, skill, and knowledge in the field of obstetrics. Voted upon by a group of midwives and physicians

AFMRD award for advocacy for the FSU-FMRP – 2019-2020
Chosen by the program director and given to the one resident each year who best advocate for the program both on a local and national level

Professional memberships and committees

Lee County Medical Society. 2018- present

Florida State College of Medicine Family medicine Residency Clinic Operations
Workgroup, Resident member. 2019-2020

Worked alongside other physicians and as well as clinical and customer service representatives to assess and discuss ways to improve patient care and clinic logistics

Florida State College of Medicine Family medicine Residency Physician Wellness Committee, resident member. 2019-2020

Worked alongside other physicians and psychologists to identify resident wellness and way to improve resident and faculty physician wellness.

Florida State College of Medicine Family medicine Residency resident representative for the FAFP. 2018-2020. Represented the residency program at all state and national conferences for the FAFP and AAFP. Was main point of contact for the AAFP and FAFP and was active in recruitment and advocacy for the program

Hobbies and interest

Interest in Medicine – Geriatrics, Lifestyle medicine, Hospice medicine, and Primary care

Avid outdoorsmen including fishing, kayaking, and hunting

Musical instruments including guitar and ukulele

Cooking



Town of Fort Myers Beach

SEP 9 2024

Received by: _____

Town of Fort Myers Beach

Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 09/08/24

Name: Sudduth Don
Last First Middle initial

Telephone Number: (407) 765-7228

Email Address: desudduth@gmail.com

Home Address: 6612 Estero Blvd, APT 703, Ft. Myers Beach, FL 33931

Mailing Address _____

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)? LPA

If yes, when is your term expiration? Oct 2024

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee *must attach resume
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☒ Local Planning Agency *must attach resume
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

To continue the task of rebuilding our island while maintaining a realistic balance between the desire of residents and the reality of achieving a fully viable community. Although there is not solution that will please everyone, my hope is to protect all interests while charting a path to a viable and resilient community for residents and visitors.

Community Involvement:

As a full time resident prior to Ian, I look forward to being an involved participant in the community once we are restored.

Interests / Activities:

I love the sand, the water and the live music at our favorite spots for meals and fellowship with our friends, family and fellow residents/visitors.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed **Don Sudduth**

Digitally signed by Don Sudduth
DN: OU=LPA, O=Town of Ft. Myers Beach, CN=Don Sudduth, E=desudduth@gmail.com
Reason: I am the author of this document
Location:
Date: 2024.06.08 10:53:54-0700
Foxit PDF Reader Version: 2023.3.0

Date

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Request:**

Meeting Date: October 21, 2024

Appoint Members to the FY2024-2025 Anchorage Advisory Committee (AAC)

Why the action is necessary:

Five seats on the Anchorage Advisory Committee are vacant as of September 30, 2024

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Amy Baker, Town Clerk

5. **Background:**

The Anchorage Advisory Committee (AAC) advises the Town Council of matters relevant to the management and use of the waters of the Town for mooring and anchoring. The Anchorage Advisory Committee shall prepare and submit the Matanzas Harbor Management Plan and any amendments thereto for review and approval by the Town Council and make recommendations for the establishment of managed municipal anchorages and mooring fields where warranted by objective evidence of environmental damage or user conflicts; or any other topics as assigned by the Town Council.

There are currently five vacancies on the Anchorage Advisory Committee. Six applications have been received by the Town Clerk requesting appointment to the committee; five island residents and one off-island resident.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Thursday, September 19, 2024.

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Hockett, Jim AAC
2. Lawwill, Ted
3. Lurie, Sam
4. Nash, John Wesley AAC
5. Rusk, Jennifer AAC
6. Weber, Rebecca AAC

Financial Impact:

None

6. **Alternative Action**

Do not appoint members and advertise for the vacancies

7. **Management Recommendations:**

Appoint members to the committee

8. **Recommended Approval:**

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

Created/Initiated - 9/20/2024
Approved - 9/26/2024
Approved - 9/26/2024
Final Approval - 9/26/2024



RECEIVED

By Amy Baker at 2:18 pm, Sep 03, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 09/03/20

Name: Hockett

Jim

Last

First

Middle initial

Telephone Number: (940) 210-3074

Email Address: jim.hockett@yahoo.com

Home Address: 11771 Isle of Palms Drive Ft Myers Beach FL 33931

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? Anchorage Advisory

If yes, when is your term expiration? 2024

I am applying for appointment to: (Check one)

☒ Anchorage Advisory Committee

☐ Audit Committee *must attach resume

☐ Bay Oaks Recreational Campus Advisory Board

☐ Cultural and Environmental Learning Center Advisory

☐ Board Historic Preservation Advisory Committee

☐ Local Planning Agency *must attach resume

☐ Marine and Environmental Resources Task Force

☐ Nuisance Abatement Board

☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☐ No ☒

Are you a resident within the Town's jurisdiction?

Yes ☐ No ☒

Are you an owner of real property within the Town's jurisdiction?

Yes ☐ No ☒

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

To assist the community in areas related to marine operations

Community Involvement:

serve on AAC and volunteer for other local events

Interests / Activities:

licensed USGC Boat Captain and PADI certified diver

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Hockett, James

Digitally signed by Hockett, James
Date: 2024.09.03 12:57:09 -04'00'

Date

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 8/17/22

Name: LAWWILL Ted
Last First Middle initial

Telephone Number: 239-935-9395

Email Address: Ted@TedLL.com

Home Address: 7225 ESTERO BLVD

Mailing Address: 7205 ESTERO BLVD #740

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? AAC

If yes, when is your term expiration? 2022

I am applying for appointment to: (Check one)

- ☒ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

AUG 17 2022

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☐ No ☒

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

Continuing Service

Community Involvement:

Coast Guard Auxiliary FMB

Interests / Activities:

Boating Safety

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Jack Lawwill, MD

Date

8/17/22

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



AUG 2 2 2022

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 8-18-22

Name: LURIE SAM
Last First Middle initial

Telephone Number: 239-463-3520

Email Address: SAM7245@COMCAST.NET

Home Address: 8163 LAGDON RD. FMB 33931

Mailing Address: PO BOX 6221 FMB 33932

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? ANCHORAGE

If yes, when is your term expiration? 10/22

I am applying for appointment to: (Check one)

- ☒ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

LONG TIME MEMBER OF THIS COMMITTEE- SEEKING RE-APPOINTMENT.

Community Involvement:

Interests / Activities:

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Samuel L. Lucie

Date

8-18-22

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 www.fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach

AUG 29 2024

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☒ Anchorage Advisory Committee
- ☐ Audit Committee *must attach resume
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency *must attach resume
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

These are the reasons I believe I will continue being an asset to ACC: Having over 25 years of past maritime experience. Past holder of 50T USCG Captain License. Lifetime experience boating on and around the Chesapeake Bay area. Involvement with local boating, marine regulations, & boating safety. Being on the ACC since February 2023.

Community Involvement:

Board of Director Member of Friends of Lovers Key (FOLK)
Volunteer for Clinic for the Rehabilitation of Wildlife (CROW)
Assisting with FMB Woman's Club fund raising events

Interests / Activities:

Learning & Teaching Marine & Boating Safety & Technology courses and seminars
Recreational Boating & Fishing
Studying Advanced TV/Radio & Electronics Technology
Florida's environment & wildlife

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

08/28/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 1:54 pm, Aug 29, 2024

Town of Fort Myers Beach Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 8/28/24

Name: Rusk Jennifer
Last First Middle initial

Telephone Number: 757-450-5451

Email Address: JRUSK FMB@Gmail.com

Home Address: 193 Miramar st

Mailing Address: 193 Miramar st. FMB. FL. 33931

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? MESTF

If yes, when is your term expiration? October 2024

I am applying for appointment to: (Check one)

- ☒ Anchorage Advisory Committee
☐ Audit Committee *must attach resume
☐ Bay Oaks Recreational Campus Advisory Board
☐ Cultural and Environmental Learning Center Advisory
☐ Board Historic Preservation Advisory Committee
☐ Local Planning Agency *must attach resume
☐ Marine and Environmental Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I support our good stewardship of our Town Anchorage

Community Involvement:

Long term MERTF member. Full time Town resident. Avid user of our local water ways. Advocate for responsible boating practices.

Interests / Activities:

*Boating, Kayaking, diving, Advocate for Manatee wildlife safety.
I strongly support good water quality.*

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Jim Rush

Date

8/28/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 3:48 pm, Sep 18, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 09/18/24

Name: Rebecca Weber
Last First Middle initial

Telephone Number: (732) 614-4420

Email Address: becki.weber@gmail.com

Home Address: 266 Curlew St, Fort Myers Beach, Florida 33931

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☒ Anchorage Advisory Committee
- ☐ Audit Committee *must attach resume
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency *must attach resume
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction? Yes ☒ No ☐
Are you an owner of real property within the Town's jurisdiction? Yes ☒ No ☐
Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

To provide voluntary service to The Town of Fort Myers Beach utilizing my experience/knowledge/contacts gained from 30 years of living on a barrier Island in New Jersey and assisting with the Island's recovery after Hurricane Sandy.

Community Involvement:

Member of the Community Advisory Committee until this committee was dissolved.

Founding member of Let's Go FMB, a resident group formed to assist the residents of FMB recover after Hurricane Ian.

Interests / Activities:

Still do Healthcare IT and Security consulting part time
Golf
Beach walking
Travel

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ☐ No ☒
If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed 

Date 9/18/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Request:**

Meeting Date: October 21, 2024

Appoint Members to the FY2024-2025 Audit Committee

Why the action is necessary:

Four seats on the Audit Committee are vacant as of September 30, 2024.

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Amy Baker, Town Clerk

5. **Background:**

All members of the Audit Committee shall be Town residents who do not have any direct financial or business interests involving the Town. The Town Council may waive the residency requirements by majority vote if there are an insufficient number of applicants who reside in the Town. All members should, through education and experience, possess a basic understanding of governmental financial reporting and auditing. At least one member of the Audit Committee shall have accounting, auditing or related financial management expertise that is specifically relevant to the government sector. The Audit Committee shall advise the Town Council on these matters and other matters pursuant to 218.39 F.S., or any other topic(s) as assigned by the Town Council.

There are currently four vacancies on the Audit Committee. Four applications have been received by the Town Clerk requesting appointment to the committee from island residents.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Thursday, September 19, 2024

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Dutton Deborah
2. Leson, John
3. Sandberg, David Audit
4. Thomas, Bryan G

Financial Impact:

None

6. **Alternative Action**

Do not appoint members and advertise for the vacancies

7. **Management Recommendations:**

Appoint members to the committee

8. **Recommended Approval:**

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

Created/Initiated - 9/20/2024
Approved - 9/26/2024
Approved - 9/26/2024
Final Approval - 9/26/2024



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 01/27/23

Name: Dutton Deborah L
Last First Middle initial

Telephone Number: (248) 366-9797

Email Address: ddutton7700@gmail.com

Home Address: 112 Sand Dollar Drive

Mailing Address same

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)? N/A

If yes, when is your term expiration? N/A

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☒ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine and Environmental Resources Task Force Nuisance
☐ Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Town of Fort Myers Beach

JAN 27 2023

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when? N/A

Why are you seeking appointment to this board or committee?

I would like to be more involved in our wonderful community. The Audit Committee is a perfect fit for me. I have extensive experience in auditing, internal control, accounting and finance at Ford Motor Company for over 36 years. I recently retired.

Community Involvement:

Presently, I am the Treasurer for the Laguna Shores HOA. I would like to get more involved in more areas.

Interests / Activities:

My husband I moved to FMB about 2 1/2 years ago. We love going for walks and bike rides. We are also avid boaters.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

01/27/23

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

Assistant Controller, Dearborn Frame and Glass Plants**April 1993 - March 1996**

Managed teams in two manufacturing plant controller's offices. Responsible for plants' daily and monthly reporting and forecasting, including labor, overhead, inventory and material costs and revenues. Reported cost performance to plant management team. Forecasted and explained variances to expected outcomes. Established ground-up annual budgets. Led budget planning meetings with operations. Ensured robust and accurate financial analyses to support decisions. Developed detailed cost and revenue studies. Managed payroll and personnel planning. Approved spending plans. Ensured accurate accounting. Established and tracked new detailed Internal Control self-assessment program. Developed detailed revenue and price study of the plant's windshield sales. Demonstrated strong leadership and motivated employees to perform up to their capabilities. Coordinated effort to add \$100 million in automation to the Frame plant.

Various Finance Positions, Vehicle Operations Finance**February 1988 - March 1993**

Analyzed and reported labor and overhead costs for manufacturing plants. Established budgets. Supported corporate management to direct plants to reduce costs. Analyzed investment spending, identified funding and supported approval for spending. Created and rolled-out new plant raw material cost reporting method.

Various Finance Positions, St. Louis Assembly Plant**September 1986 - January 1988**

Automated hand-written cost analysis to spreadsheets to establish more efficient and accurate reporting of labor and overhead. Analyzed investment spending. Launched new timekeeping system.

Education**University of Pittsburgh, Pittsburgh, Pennsylvania September 1981 - August 1986**

Master of Business Administration - Finance, Accounting minor

Bachelor of Science - Mathematics and Business Administration, Economics minor

Professional Accreditations

Certified Six Sigma Master Black Belt: Possesses exceptional expertise and knowledge of current industry practice. Outstanding leadership ability, innovative, and demonstrate a strong commitment to the practice and advancement of quality and improvement. Substantial experience in each of the major topic areas within the portfolio.

Certified Six Sigma Black Belt: Demonstrates team leadership, understands team dynamics and assigns team member roles and responsibilities. Can explain Six Sigma philosophies and principles, including supporting systems and tools. Thorough understanding of all aspects of the define, measure, analyze, improve and control (DMAIC) model in accordance with Six Sigma principles. Basic knowledge of lean enterprise concepts, are able to identify non-value-added elements and activities and are able to use specific tools.

Additional Experience**Fort Myers Beach Laguna Shores Homeowners' Association Treasurer**

Responsible for collecting dues and paying bills. Forecast and budget costs and revenues. Created first budget and forecast for the HOA.

Debbie Dutton

January 2023

ddutton7700@gmail.com
248.366.9797

Summary

- Highly motivated business transformation leader in Ford Motor Company; used a very broad experience to drive for continuous improvement in both business and Finance operations. Worked closely with all departments and levels to identify improvements to shape and implement effective business operations with a focus on process transformation to deliver direct business impact.
- Draws upon considerable professional experience to apply creative practical solutions to the challenges of managing business needs. Builds specific strengths in business management, leadership, costing and pricing, performance measurement and management operations.
- Drives for continuous improvement to quickly identify issues and processes, then develop and implement plans to improve. Consistently exhibits a can-do attitude and conveys a sense of team work to drive projects to closure with a very practical approach to problem solving.

Ford Motor Company, Dearborn, Michigan Business Process Manager, Ford Business Services

January 2021 - November 2022

Drove global process standardization, optimization, efficiency and improved experience through workflow simplification, and utilization of design thinking. Drove performance improvement by identifying and leading projects that improve process execution by leveraging automation and lean principles.

Internal Control Manager, Treasury Operations & Investor Relations

June 2019 - December 2020

Supported corporate Treasury Operations and Investor Relations with achievement of control milestones and identification and remediation of control deficiencies. Reported directly to corporate treasurer. Drove improved control performance through risk assessment, corrective actions identification and directing agile teams. Ensured GAAP compliance. Audited process compliance.

Control Improvement Team Manager, Corporate Internal Control

December 2007 - May 2019

Utilized Six Sigma methodology to assess and improve processes throughout the corporation. Considered an expert in process mapping throughout the organization. Leveraged tools and analytics to streamline processes, improve accuracy and enhance insight. Ensured compliance with GAAP. Created process to secure over \$1 billion low interest loan from Department of Energy. Established method to improve processes and controls to improve adherence to federal fuel economy labelling laws.

Lump Sum and Tooling Finance Manager, Purchasing Finance

April 2006 - November 2007

Managed \$400 million budget and forecast. Identified and implemented method to reduce spending by assigning and tracking spending responsibility to appropriate operations group and holding them responsible. Eliminated workload.

Emerging Markets & New Model Programs Finance Manager, PD Finance

August 1999 - March 2006

Coordinated effort to source tooling to low cost countries, achieving \$9 million in savings the first year. Reported actual and forecasted personnel levels in new emerging markets. Managed billings of new offices and working conditions costs. Improved processes to reduce costs and workload between Purchasing and Product Development (PD).

Strategic Planning Manager, Purchasing Finance

November 1997 - July 1999

Developed method to sustain global Finance processes. Identified and established method to reduce global tooling costs by 15%. Established roles, responsibilities and procedure for the initiative. Prepared and presented communications to suppliers and Ford management.

Material Cost Finance Manager, Purchasing Finance

April 1996 - October 1997

Worked closely with cross-functional team to identify requirements and reduce costs. Created first global report to track total material cost by vehicle and commodity. Actively supported and trained Purchasing management in connecting financials to physicals. Performed an detailed analysis to insource stamped parts.



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:

Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☒ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine and Environmental Resources Task Force Nuisance
- ☐ Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

AS A CPA I HAVE EXPERIENCE IN
AUDITING MUNICIPALITIES AND WORKING WITH
VARIOUS COMMITTEES

Community Involvement:

NEW HORIZONS - AFTER SCHOOL MENTORING
PROGRAM.

Interests / Activities:

TRAVEL

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Jack Leman

Date

11/25/23

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard,
Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 12:55 pm, Aug 21, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☒ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Cultural and Environmental Learning Center Advisory
☐ Board Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine and Environmental Resources Task Force Nuisance
☐ Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

My professional background as a CPA with 35 years of audit and private sector financial leadership experience will allow me to positively support and advise the town on financial and audit issues raised via the Audit Committee. I have recently retired and see this as an opportunity to support our community as it rebuilds post hurricane Ian.

Community Involvement:

My wife and I have owned property on the island since 2012. I served as our condo HOA treasurer up to 2020 when we purchased our home on Bayview Blvd. Post Ian, I have helped out neighbors as they rebuild, participated in beach and park clean ups and am a volunteer with Special Olympics. I also serve as an election judge for Lee County.

Interests / Activities:

I enjoy fishing, golfing, boating and spending time on our beautiful beaches. We enjoy having friends and family join us to share our wonderful island home and community. My wife and I also like to travel and explore different areas of the US and around the world. We are avid Chicago Cubs fans and have a goal of seeing them play in each MLB ballpark.

You may attach a resume in addition to the above information.

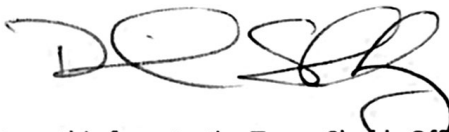
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

8/21/2024

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: AUGUST 16 2022

Name: THOMAS G. BRYAN
Last First Middle initial

Telephone Number: 917 202 4407

Email Address: bthomas@comst.com

Home Address: 263 PALERMO CIRCLE FT. MYERS BEACH, FL

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? AUDIT

If yes, when is your term expiration? OCTOBER 22

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☒ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Town of Fort Myers Beach

AUG 16 2022

Received by: _____

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

TO SERVE MY COMMUNITY

Community Involvement:

Interests / Activities:

BOATING / TRAVEL / SKITSEEING

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Amy Brown

Date

8/16/22

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Request:**

Meeting Date: October 21, 2024

Appoint Members to the FY2024-2025 Bay Oaks Recreational Campus Advisory Board (BORCAB)

Why the action is necessary:

Three seats on the Bay Oaks Recreational Campus Advisory Board are vacant as of September 30, 2024

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Amy Baker, Town Clerk

5. **Background:**

The purpose of Bay Oaks Recreational Campus Advisory Board (BORCAB) is to serve the Town as a community center and recreational facility providing individuals and groups passive and active recreational, social and community activities and events for both residents and visitors.

BORCAB members shall work closely and in cooperation with the Parks and Recreation Director and advise the Town Council regarding matters concerning the Bay Oaks Recreational Campus and the Community Pool, or any other topics as assigned by the Town Council.

There are currently three vacancies on the Bay Oaks Recreational Campus Advisory Board. Five applications have been received by the Town Clerk requesting appointment to the committee; four from island residents and one from an owner of real property within the Town's jurisdiction.

*** Per Sec. 6(c) of Ordinance 18-06**

A member may not be a member of another Town of Fort Myers Beach board or committee unless this prohibition is specifically waived by the Town Council during their appointment.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Thursday, September 19, 2024.

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Cherney, Michelle BORCAB
2. Dussliere, John BORCAB
3. Fleming, Dawn BORCAB
4. Schoonover, Ed BORCAB
5. * Simpson, Betty BORCAB

Financial Impact:

None

6. **Alternative Action**

Do not appoint members and advertise for the vacancies

7. **Management Recommendations:**

Appoint members to the committee

8. **Recommended Approval:**

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

Created/Initiated - 9/20/2024
Approved - 9/26/2024
Approved - 9/26/2024
Final Approval - 9/26/2024



RECEIVED

By Amy Baker at 1:16 pm, Sep 10, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee *must attach resume
- ☒ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency *must attach resume
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction? Yes ☒ No ☐
Are you an owner of real property within the Town's jurisdiction? Yes ☒ No ☐
Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ☐ No ☒
If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I have been using the BORC and truly enjoy it, the hurricane it this facility hard. Now its time to rebuild it even bigger and better. I have owned here since 2010, and I believe this facility is under utilized, many locals have never even used it. I would love to be part of the rebuilding, and working to get the community more involved in utilizing the BORC. I know most of the staff, I worked closely with Erin during the hurricane.

Community Involvement:

President of Fairview Isles Home Owner Association 178 resident homes
Breast Cancer Supporter - SW Florida formed a team involving our residents

Interests / Activities:

Pickleball
Golf
Gym
Fishing/Boating
Swimming/beach
Biking

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ☐ No ☒
If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed 

Date

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

MICHELE M. CHERNEY

21 Fairview Blvd, Fort Myers Beach, FL 33931
920.621.5033 • mcherney20@outlook.com

PROFESSIONAL MANAGEMENT EXPERIENCE

DEBAUCHE COMMUNICATION SERVICES, LLC, Green Bay, Wisconsin 11/10 – 10/2023

Telecommunications & Business Consulting Services

Owner

- Develops long-term Marketing strategy & tactical initiatives, budgets, product potential
- Works closely with clients offering strategic contract engineering, staffing, consulting services
- Assists small to mid-size businesses; create business plan, identify new market, increase sales such as Marinette Marine
- All accounting functions including taxes, monthly financials, payroll
- Human Resources, hired, fired background checks, developed company HR Employee HR manual

TUFCO TECHNOLOGIES, INC., Green Bay, Wisconsin

1996 - 2011

Sr. Vice President of Sales / Marketing

- Honored with bi-annual “*Top Strategic Vendor Award*” for eight consistent years
- Led sales team increasing sales from *\$4M to \$68M* via capital investment and organic growth
- *Global management* for all sales acquiring and closing the *Business Area’s Top Fortune 500* customers to include Procter & Gamble, Kimberly-Clark and SC Johnson
- Developed and implemented annual and *five-year strategic business plans*
- International marketing responsibilities include advertising, product and pricing strategies
- Effectively negotiated multiple, long-term supply contracts with large consumer companies

Market Manager

- Strategically developed market segment of home care wipes resulting increased sales of \$45M,
- Successfully launched manufacturing concept of *Swiffer* for Procter & Gamble globally
- Created and implemented strong marketing tools with regards to pricing, products and strategies
- Developed ingenious marketing campaigns; graphics, print advertising, collateral, product videos
- Initiated and designed a product performance machine to display features and benefits for a new product launch, which resulted in becoming an *industry standard test method*
- Built strong relationships with trade journalists and editors for maximum exposure to industry

WAUSAU PAPERS, Harrodsburg, Kentucky

1988 - 1996

Area Sales Manager, Boca Raton, Florida

- Led market segment expansion with first year sales of \$4M, second year sales of \$7.5M
- Consistently exceeded company revenue goals and built reputable clientele every year
- Managed pricing, strategy and competitive market trends on a national level
- Trained and managed new field sales personnel working one-on-one ensuring performance

Customer Service Manager, Harrodsburg, Kentucky

- *Managed plant shut down* and entire customer service / marketing group of our Green Bay operations and *setup new plant operations* and hiring staff in Harrodsburg, KY
- Hired and trained staff of 25 (customer service reps, marketing and pricing managers, costs)

District Sales Manager, San Antonio, Texas

- Sales rep for the San Antonio/Austin, Texas market

Customer Service Representative, Green Bay, Wisconsin

- Internship for sales covering Midwest territory of the United States

EDUCATION

Accounting & Real Estate, NWTC – Green Bay, Wisconsin

AFFILIATIONS

Curative Connections Board Member

Green Bay Chamber of Commerce

Advanced Economic Development - Board Member / Advance Incubator - Board Member / Business
Attraction Committee Board Member

INDA - Association of Nonwoven Fabrics, Board of Directors 2007 – 2011

TEC/EA Member since 2005 - 2016

FFTA - Member since 1998



RECEIVED

By Amy Baker at 8:46 am, Sep 10, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee *must attach resume
☒ Bay Oaks Recreational Campus Advisory Board
☐ Cultural and Environmental Learning Center Advisory
☐ Board Historic Preservation Advisory Committee
☐ Local Planning Agency *must attach resume
☐ Marine and Environmental Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☐ No ☒

Are you a resident within the Town's jurisdiction?

Yes ☐ No ☒

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

As my wife and I rebuild the home that will become our permanent residence, We currently in Colorado. We both have lived in the town for more than a year during COVID. I wish to continue the work I started on BORCAB. My expertise in swimming facility planning, maintenance, upkeep and my experience in coaching competitive swimming and triathlon at the Olympic and Paralympic levels has proven crucial.

Community Involvement:

As relative "newbies" to Fort Myers BEach, and with the storm, we had not been active participants other than swimming daily at Bay Oaks and using the gym. Without recognition (not seeking recognition), over the last 2 years when in town for BORCAB meetings, I spend 3-5 hours per day on my personal watercraft removing fishing line and debris from the Estero Bay Mangrove Islands. Over the past 2 years I have removed

Interests / Activities:

Swimming, Paddle Boarding, Kayaking, Open Water Swimming, Masters Swimming, PWC/Boating. Also keeping the mangroves in the back bay free of fishing line and debris.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

9/9/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



SEP 18 2024

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 09/17/24

Name: Fleming Dawn M
Last First Middle initial

Telephone Number: (708) 601-0336

Email Address: dawnfleming91@gmail.com

Home Address: 21 Sunview Blvdv.

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☒ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine and Environmental Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☐

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

Bay Oaks has supported our community and has a lot to offer to our residents. Would like to learn more about the services and would like to offer my knowledge and assistance moving the projects forward.

Community Involvement:

For the past 10 years I have served as our neighborhood HOA (which is a voluntary association) Secretary. Our mission is to keep our community informed, common grounds taken care of, social aspect for the neighborhood so we can meet and know our neighbors.

Interests / Activities:

Just started playing pickleball at Bay Oaks and really enjoy it. Appreciate the staff setting up the nets and providing what we need.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

09/17/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 3:53 pm, Aug 27, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 08/26/24

Name: Schoonover Edward J
Last First Middle initial

Telephone Number: (218) 820-3389

Email Address: ed.schoonover@jandjholmes.com

Home Address: 8180 Lagoon Rd

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? AAC, BORCAB

If yes, when is your term expiration? AAC 10/25 BORCAB 10/24

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☒ Bay Oaks Recreational Campus Advisory Board
☐ Community Resource Advisory Board
☐ Cultural and Environmental Learning Center Advisory Board
☐ Historic Preservation Advisory Committee
☐ Local Planning Agency
☐ Marine and Environmental Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I would like to continue to support BORCABS efforts to rehab Bay Oaks Park and related projects. I feel that the three meetings that I will have attended at time of term expiration wasn't enough to express my ideas and concerns moving forward.

Community Involvement:

AAC

Interests / Activities:

Sports and local news.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

08/26/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee *must attach resume
- ☒ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency *must attach resume
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☒ No ☐

If yes, what board, etc., and since when? Lee County Parks and Recreation

Why are you seeking appointment to this board or committee?

Having been a Fort Myers Beach resident/owner for the past 58 years, I have an ongoing desire to continue working for our community and specifically on BORCAB. I feel I can serve as a historic resource, and I am eager to participate in the growth of our facility.

Community Involvement:

Currently also serving on CELCAB. Vice chair of the friends of the Matanzas Pass Preserve, past chair Fort Myers Beach pilot club (now in FMB community foundation), Director on the Estero Island Historic Society. Participated in the town of Fort Myers Beach incorporation transition team, past FMB Fire commissioner, and past president of FMB Chamber of Commerce. I love my involvement with our community.

Interests / Activities:

I have a great interest in the re-growth of our island with emphasis on recreational activities for families. I have enjoyed walking the beach and picking up shells. I have always enjoyed playing golf, golf has now become a spectator sport for me. I enjoy the evening sunsets, and the morning sun rises.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Betty L. Simpson

Date

8/28/2024

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Request:**

Meeting Date: October 21, 2024

Appoint Members to the FY2024-2025 Cultural and Environmental Learning Center Advisory Board (CELCAB)

Why the action is necessary:

Four seats on the Cultural and Environmental Learning Center Advisory Board expired September 30, 2024.

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Amy Baker, Town Clerk

5. **Background:**

The broad objectives of the Cultural and Environmental Learning Center Advisory Board (CELCAB) are to ensure and promote the mission of the Mound House and Newton Beach Park to be accomplished through stewardship, advocacy and oversight according to best practices of museums and the requirement as stated in the Florida Communities Trust Agreements for each property. The CELCAB shall advise the Town Council on these matters or any other topics as assigned by the Town Council.

There are currently four vacancies on the Cultural and Environmental Learning Center Advisory Board. Four applications have been received by the Town Clerk requesting appointment to the committee; three island residents and one from an owner of real property within the Town's jurisdiction.

*** Per Sec. 6(c) of Ordinance 18-06**

A member may not be a member of another Town of Fort Myers Beach board or committee unless this prohibition is specifically waived by the Town Council during their appointment.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Thursday, September 19, 2024.

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Henderson, Kerrie CELCAB
2. * Hill, Barbara CELCAB
3. * Simpson, Betty CELCAB
4. Smith, Cheryl CELCAB

Financial Impact:

None

6. **Alternative Action**

Do not appoint members and advertise for the vacancies

7. **Management Recommendations:**

Appoint members to the committee

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 - 9/20/2024

Approved - 9/20/2024

Approved - 9/26/2024

Approved - 9/26/2024

Final Approval - 9/26/2024



RECEIVED

By Amy Baker at 12:46 pm, Sep 13, 2024

Town of Fort Myers Beach

Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 09/13/24

Name: Henderson Kerrie
Last First Middle initial

Telephone Number: (317) 590-8570

Email Address: khcomplete@khcompleteadvertising.com

Home Address: 10815 Seascape Court Indianapolis, IN 46237

Mailing Address

(if different from home address): FMB Address: White Cap Condos, 4633 Estero Blvd., Suite B

Are you currently serving on any of the Town's committees? Yes No

If yes, which committee(s)? CELCAB

If yes, when is your term expiration? OCT 2024

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee *must attach resume
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☒ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency *must attach resume
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes No

Do you have unpaid fines or liens due the Town? Yes No

Are you a registered voter within the Town's jurisdiction? Yes No

Are you a resident within the Town's jurisdiction?

Yes ☐ No ☒

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I love our island and enjoy helping the parks on the island grow and also stay the way they should be clean, easy to access for all the visitors on the island. I have enjoyed being on the board and would like to continue to help the board achieve the goals we set for the committee.

Community Involvement:

I participate in many different fund raisers for the island and Fort Myers. I look forward now that I will be in Florida more being involved in more community events and helping raise money and awareness for the island.

Interests / Activities:

I love the water, the community and want to help keep it a visitors paradise and a proud owner of the area. We need to make sure after this hurricane we bring things back the right way and help people start finding our island a destination for their vacations again. I own an advertising agency so I find it very easy to help promote the island and activities on the island.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Kerrie Henderson

Date

09/13/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



SEP 4 2024

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee *must attach resume
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☒ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency *must attach resume
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I believe my professional museum and cultural institution experience benefits the Mound House as it strives to advance programs and operations; in addition, to continue to be part of the ongoing conversation regarding redevelopment of Newton Park.

Community Involvement:

Vice Chair, BORCAB. Permanent fulltime resident of Fort Myers Beach 2005 to present; permanent fulltime resident of FMB 1954 to 1962. Community activist concerned about the future development of our island.

Interests / Activities:

Retired with small art consulting practice, I spend time with my 3 married children, all of whom live locally, 6 grandchildren and friends. I participate in community events and Bay Oaks programs, Florida friendly gardening and preserving our island's natural environment.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Barker Hill

Date

08/29/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 9:49 am, Sep 06, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee *must attach resume
☐ Bay Oaks Recreational Campus Advisory Board
☒ Cultural and Environmental Learning Center Advisory
☐ Board Historic Preservation Advisory Committee
☐ Local Planning Agency *must attach resume
☐ Marine and Environmental Resources Task Force
☐ Nuisance Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☒ No ☐

If yes, what board, etc., and since when? Lee County Parks and Recreation

Why are you seeking appointment to this board or committee?

There is nothing on our island like the Mound House and adjacent property. Starting as an original docent and participating continuously through the years, I humbly request the opportunity to be a part of the ever-growing programs that make the Mound House what it is today.

Community Involvement:

Currently also serving on BORCAB, Vice-Chair friends of Matanzas Pass Preserve, Director of the Estero Island Historic Society, Vice President Friends of the Mound House, past President FMB Chamber of Commerce, past FMB Fire Commissioner. I truly love being a part of our Fort Myers Beach community.

Interests / Activities:

I have a strong ongoing desire to help Fort Myers Beach rebuild itself. It is an ongoing process. As a resident of the Beach for 58 years, I have always had an interest in the history of the beach, especially the early years which the Mound House represents. I have enjoyed walking the beach and picking up shells. I've always enjoyed playing golf, which is now a spectator sport for me. Especially enjoy the sunsets and sunrises.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Betty L. Simpson

Date

Sept 4, 2024

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

Received by: _____

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Today's Date: Sept. 16, 2024

Telephone Number: 239-233-1252

Email Address: reTireeee@gmail.com

Home Address: 180 E. GRET ST. FT. MYERS Bch. FL. 33931

Mailing Address "S A M E"

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? CELCAB

If yes, when is your term expiration? Sept. 18. 2024

I am applying for ^{RE} appointment to: (Check one)

- Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☐

Do you have unpaid fines or liens due the Town?

Are you a registered voter within the Town's jurisdiction?

Yes ☐ No ☒

Yes ☐ No ☒

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

the Museum has always been a number one priority to me. I want to contribute to it's growth and importance as a cultural center in Southwest Florida. I have been involved from it's inception & wish to continue make it grow. The Underground is A Gem.

Community Involvement:

As one of the remaining members of the Fort Myers Incorporation committee (1995), I have been very involved in the Town's evolution. There isn't a club I didn't belong to. My Time now is spent on CEICAB, Friends, & being a docent.

Interests / Activities:

Acrylic painting, voracious reader & Book Clubs,
Archeology & Travel - Scuba Diving.
Avid Football fan (Go Packers) & many other sports, Tennis, Baseball, etc.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed Carol L Smith

Date

9/16/2024

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Request:**

Meeting Date: October 21, 2024

Appoint Members to the FY2024-2025 Marine and Environmental Resources Task Force (MERTF)

Why the action is necessary:

Four seats on the Marine and Environmental Resources Advisory Board are vacant as of September 30, 2024.

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Amy Baker, Town Clerk

5. **Background:**

The broad objectives of Marine and Environmental Resources Task Force (MERTF) are to further the welfare of the business owners, residents, and visitors of the Town by helping to promote a better, more healthful, safe and attractive community environment and to ensure that the unique and natural characteristics of our marine and environmental resources are preserved; or any other topics as assigned by the Town Council.

There are currently five vacancies on the Marine and Environmental Resources Task Force. Twelve applications have been received by the Town Clerk requesting appointment to the committee; ten island residents, one from an owner of real property within the Town's jurisdiction, and one off-island resident.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Thursday, September 19, 2024.

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Hegstrom, Sharon MERTF
2. Howell, Robert MERTF
3. Johnson, Steve MERTF
4. Kocisko, Maureen MERTF
5. Larkin, Rose MERTF
6. Onoda, James MERTF
7. Patton, David MERTF
8. Richardson, Diane MERTF
9. Rood, Edward MERTF
10. Rusk, Jennifer MERTF
11. Sand, Leo MERTF
12. Torgerson, Thomas MERTF

Financial Impact:

None

6. **Alternative Action**

Do not appoint members and advertise for the vacancies

7. **Management Recommendations:**

Appoint /reappoint members to the committee

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 - 9/20/2024

Approved - 9/20/2024

Approved - 9/26/2024

Approved - 9/26/2024

Final Approval - 9/26/2024



Town of Fort Myers Beach

JUL 26 2024

Received by: _____

Town of Fort Myers Beach

Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 7-27-24

Name: Last First Middle initial
Hegstrom Sharon N.

Telephone Number: 238-410-3005

Email Address: mommie@aol.com

Home Address: 8300 Estero Blvd #102 Fort Myers Beach FL 33931

Mailing Address P.O. Box 2813 Fort Myers Beach FL 33932

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☒ Marine and Environmental Resources Task Force Nuisance
- ☐ Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

Because I care about protecting the ever-changing environment of Fort Myers Beach and its precious resources of water, sand & wild life, it would be an honor to serve on this important committee.

Community Involvement:

I have recently joined the FMB Chamber of Commerce. I have a long-standing relationship with FMB as President of Castle Beach as we worked with them every year for the best plan during shore-bird nesting.

Interests / Activities:

I am a watercolor artist & member of Fort Myers Beach Art Association.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Sharon N. Hegstrom

Date

7-27-24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach

AUG 27 2024

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 8/25/24

Name: Howell Robert M
Last First Middle initial

Telephone Number: 330-347-5725

Email Address: Robhowell14@yahoo.com

Home Address: 28094 Chingua pin Dr Punta Gorda, FL

Mailing Address _____

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? MERTF

If yes, when is your term expiration? 2024, Sept

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☒ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☐ No ☒

Are you a resident within the Town's jurisdiction?

Yes ☐ No ☒

Are you an owner of real property within the Town's jurisdiction?

Yes ☐ No ☒

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☒ No ☐

If yes, what board, etc., and since when? MERTF/2022

Why are you seeking appointment to this board or committee?

To help the Committee with decisions that will affect our Natural world. Over all to make a positive difference in our world through education.

Community Involvement:

MERTF, FWC Volunteer, Turtle Time Volunteer, Community Educator, Media Outreach, School Outreach, Crow Rescuer/Volunteer, PEACE River Rescuer/Volunteer, Calusa water Keeper Ranger

Interests / Activities:

Education, Wildlife, Animal Behavior, Wildlife Rescue, School Outreach, Conservation, Kayaking, MERTF Lunch Breaks & Free Time @ MERTF Pop ups

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

8/25/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 11:11 am, Sep 19, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 09/18/24

Name: Johnson Steve
Last First Middle initial

Telephone Number: (630) 880-1023

Email Address: johnson311@gmail.com

Home Address: 311 Seminole Way, FMB

Mailing Address: Same

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)? Marine & Environmental Resource Task Force

If yes, when is your term expiration? September 2024

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee *must attach resume
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency *must attach resume
- ☒ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction? Yes ☒ No ☐
Are you an owner of real property within the Town's jurisdiction? Yes ☒ No ☐
Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ☒ No ☐
If yes, what board, etc., and since when? FMB Mosquito Control District - 2022

Why are you seeking appointment to this board or committee?

To fulfill the broad objectives of the advisory board charter: To further the welfare of the citizens of the Town by helping to promote a better, more healthful, safe and attractive community environment and to ensure that the unique and natural characteristics of our marine resources are preserved; or any other topics as assigned by the Town Council.

Community Involvement:

8 years MERTF - 4years Chair

Interests / Activities:

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ☐ No ☒
If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

09/19/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 8:47 am, Jul 18, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☒ Marine and Environmental Resources Task Force Nuisance
- ☐ Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction? Yes ☒ No ☐
Are you an owner of real property within the Town's jurisdiction? Yes ☒ No ☐
Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ☐ No ☒
If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I am the program senior director of a global sustainability program for a pharmaceutical company, responsible for overall program management and governance. This committee would allow me to apply an area I have experience and strong interest in at the community level. And I would love to have an opportunity to contribute to the resiliency of FMB.

Community Involvement:

My time and focus has been on my family (children and husband) and my profession. I have had roles as a forensic scientist, auditor, quality governance head, and now as a sustainability leader in a FTSE100 company. However, as I get to the later stages of my career, I am looking for ways to get more involved in my community- through volunteer work or local government.

Interests / Activities:

Please see attached resume.

Note: We are currently renting in Fort Myers while building our house at 159 Curlew. We are expecting to be able to move into the house in September 2024. We have owned the property since 2009.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ☐ No ☒
If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed 

Date

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

MAUREEN J. KOCISKO

159 Curlew Street
Fort Myers Beach, FL 33931

(919) 986-4421
maureenkocisko@gmail.com

SUMMARY OF QUALIFICATIONS

Leader with approximately 25 years of increasing responsibility in delivering global programmes, environmental sustainability, investigations, auditing, remediation, and governance. Expertise includes programme delivery, data compliance, cGMP manufacturing investigations, and change management. Noted for the following:

- Exceptional oral and written communication skills honed through authoring technical reports, courtroom expert witness testimony, and engagement with senior company leaders
- Ability to effectively prioritize work and lead multiple, concurrent projects in a timely and professional manner
- Proven success in leading cross-functional programmes
- Successfully worked under Corporate Integrity Agreement, Consent Decree, and Warning Letter situations to drive long term improvements and compliance
- Strong sense of teamwork, and a desire to mentor

PROFESSIONAL EXPERIENCE

GLAXOSMITHKLINE (GSK)

Program Senior Director, GSK Global Sustainability

February 2021 – Present

Responsibilities:

- Lead within a global team to develop and deliver the Enterprise environmental sustainability strategy.
- Develop, implement and evolve the data and systems strategy.
- Build accountability and delivery to enable successful change management across business units as well as the Sustainable Supplier, Employee Engagement and External Engagement & Advocacy workstreams.
- Support the coordination of internal and external communications strategy, building compelling cases for business and employee engagement.
- Implement program governance within the enterprise organization and Procurement, including risk management, metric development and monitoring.
- Build and agree financials for program.

Head, Pharma Quality Governance

November 2018 – February 2021

Responsibilities:

- Headed a global team to deliver the QMS Next Generation program across the Pharma Supply organization.
- Provided Quality Governance leadership to manage improvements and compliance: lead Pharma Quality Council, Quality Executive Team governance, Incident management (recalls/ quality alerts).
- Ensure Quality Executive Team business as usual delivery: strategy development, budget, communications, metrics.
- Support special programs, including acquisitions and integrations.

Head, Data Compliance and Governance

September 2015 – November 2018

Responsibilities:

- Headed a global team to design and implement a network strategy around data integrity for Global Manufacturing and Supply (GMS). (>70 Pharma and Consumer manufacturing sites and central functions).
- Created interfaces across GMS and other business units of GSK to build capability around data integrity.
- Built robust policies, procedures and training to equip GMS to fully comply with regulatory requirements on data.
- Provided leadership in the development, deployment, training, and on-going sustainability of data and documentation systems.
- Developed global auditing and investigation expertise within the organization.
- Developed risk modeling for data compliance; a system which is now used to identify key data integrity risks across the organization.

Director, Compliance Audit Group

June 2014 – September 2015

Responsibilities:

- Developed capability for data integrity focused auditing and consultancy within GMS. To support this effort, developed guidance, pilot program, and training for auditors, site Quality and company leadership.
- Functioned as global SME for compliance investigations, supporting regulatory and internal responses.
- Managed a team of Audit Managers to assure the quality, safety & efficacy of GSK products by auditing GSK sites and Corporate Functions against the QMS and other relevant regulatory guidelines. This process included a risk-based approach to auditing, and approval of proposed CAPA.
- Provided Quality Leadership and Compliance support to GSK sites on a day-to-day basis and supplied formal training and consultancy services to support continuous improvement.

LOCARD SOLUTIONS, LLC- Newton, MA

June 2011 – June 2014

Owner/ Founder

Consultant for the pharmaceutical and biotechnology industries with a focus on investigations, data integrity, foreign matter analysis and quality systems remediation. Worked independently as well as through notable consultancies such as The Quantic Group, LLC. Accomplishments included:

- As a work stream lead coordinating a team of 9 consultants, supported complaint investigations and Annual Product Reviews. Coordinated workflow, mentored client employees and developed investigation strategies.
- Provided mentoring and expertise for remediation of laboratory controls and deviation quality systems for both sterile injectable and solid dosage manufacturing clients to bring standards into compliance with cGMPs.
- Developed a comprehensive approach to particle reduction for a vaccine manufacturing operation. The program incorporated all aspects of the cGMP manufacturing lifecycle: vendor management, manufacturing, filling, visual inspection, analysis and investigation support.
- Provided guidance to clients on laboratory design, implementation and validation, training, and expert interactions with regulatory agencies related to foreign matter analysis in facilities that had contamination issues.

GENZYME CORPORATION- *Allston, MA*

Principal Analyst, Quality Control

June 2010 – June 2011

Senior Analyst, Quality Control

April 2009 – June 2010

Analyst II, Quality Control

April 2007 – April 2009

- Established a forensic-style analytical laboratory for foreign matter and manufacturing investigations within a sterile injectable cGMP facility under Consent Decree. All aspects of laboratory design incorporated user requirements, change control, instrument needs and budget, and laboratory infrastructure changes.
- Assisted with written and oral responses to regulatory agency findings related to foreign matter contamination.
- Acted as company subject matter expert on particle related investigations.
- Purchased and validated an FTIR microscope and SEM/EDS for the QC laboratory. Authored SOPs for the new instrumentation and developed a training curriculum for the particle analysis program. Trained four analysts within the curriculum.
- Expanded the foreign matter analytical capabilities to support investigations for additional sterile injectable manufacturing sites in the US, Ireland and Belgium. Initiated the development of an additional analytical lab at the Ireland facility using the system established in Allston.
- Analyzed particulates submitted from customer complaints and investigated sources of contaminants. Supported manufacturing investigations of unknown materials.

MONTANA STATE CRIME LABORATORY- *Missoula, MT*

2003 – 2007

Forensic Scientist, Chemical Analysis Unit

- Analyzed controlled substances, clandestine drug manufacturing evidence, and arson evidence using GC/MS, FTIR and Raman spectroscopy, and SEM/EDS.
- Testified as an expert witness. Assisted law enforcement and prosecutors with investigations and court preparation.
- Assisted with quality improvements to the crime lab to achieve accreditation by the American Society of Crime Lab Directors (ASCLD), the leading accreditation agency for crime labs nationwide.

QUEENSLAND POLICE SERVICE-*Brisbane, Australia*

1998 – 2000

Forensic Scientist, Chemistry Unit

- Analyzed trace evidence such as fire debris and paint employing GC/MS and SEM/EDS.
- Prepared statements for court and assisted law enforcement and prosecutors with investigations and court preparation.
- Published a study on how the composition of plastic bags used to store arson evidence could interfere with analysis.

US SECRET SERVICE-*Washington, DC*

1997 – 1998

Research Intern, Forensic Science Division

- Researched the chemistry of latent fingerprints under the guidance of Dr. Antonio Cantu, a renowned expert in the field. Projects included the study of lipid components in latent fingerprints, and the study of ninhydrin analogs for the development of fluorescent fingerprints.

PIERCE COUNTY MEDICAL EXAMINER'S OFFICE-*Tacoma, WA*

1995 – 1997

Forensic Associate

- Assisted with forensic autopsies, collection and preservation of evidence, photography, and the presentation of evidence in courts of law.

- Developed the curriculum and the standards for the student internship program and supervised the education and progress of the interns. Taught interns and visiting students how to perform an autopsy, collect evidence and take photographs.

EDUCATION

THE GEORGE WASHINGTON UNIVERSITY – *Washington, DC*

Master's degree in Forensic Science

1997-1998

UNIVERSITY OF PUGET SOUND – *Tacoma, WA*

Bachelor of Arts in Biology

1991-1995

ADDITIONAL TRAINING

Microscopical Identification of Pharmaceutical Materials and Contaminants. McCrone College of Microscopy. Westmont, Illinois. August 2009

Microscopic Particle Handling: Particle Isolation, Manipulation and Mounting. McCrone College of Microscopy. Westmont, Illinois. October 2008

Advanced Fire Debris Analysis School. Hosted by the National Center for Forensic Science. Augusta, Maine. September 2005

Basic Fire Debris Analysis School. Hosted by the Bureau of Alcohol, Tobacco, Firearms and Explosives. Ammendale, Maryland. August 2005

Analysis of Samples from Clandestine Methamphetamine Laboratories. American Academy of Forensic Sciences meeting. New Orleans, Louisiana. February 2005

Forensic Investigation of Clandestine Laboratories. Northwest Association of Forensic Scientists meeting. Missoula, Montana. April 2004

DEA Forensic Chemist Seminar. Forty-hour course taught by members of the Drug Enforcement Administration. Sterling, Virginia. December 2003

Training in the analysis of marijuana, powdered drugs, opiates and steroids. Montana State Crime Laboratory. July-September 2003

PUBLICATION

Kocisko MJ. Absorption of ignitable liquids into polyethylene/ polyvinylidene dichloride evidence bags. J Forensic Sci 2001; 46(2): 356-362.



RECEIVED

By Amy Baker at 3:47 pm, Aug 27, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☒ Marine and Environmental Resources Task Force
- ☐ Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☐ No ☒

Are you a resident within the Town's jurisdiction?

Yes ☐ No ☒

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I would like to be reappointed to this advisory committee because I believe in order to provide objective information to the Town Council, the group needs to consist of people knowledgeable about our local environment and demonstrating by their actions that they are striving to sustain or improve it. I feel that I am one of those people and I want to continue working to educate residents and visitors on the best environmental practices.

Community Involvement:

I am a member of the Estero Island Garden Club and have contributed to the planning and installation of the Times Square Garden between the Wavy Wall and the Lynn Hall parking lot as well as replanting the Ann Reasoner Memorial Garden. I have also spent over 100 hours in the past two years volunteering at the MERTF Pop-Up information booth. Please see Page 3 for additional involvement within the community and educational activities.

Interests / Activities:

My personal interests include traveling, snorkeling and scuba diving, walking the beach, playing piano and creating butterfly habitats.

Page 3 sites educational activities that I have engaged in.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Rose A. Larkin

Date

8/26/2024

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

Marine and Environmental Resource Task Force

Advisory Board Application

Prior to my last reappointment in 2022 I took two Florida Master Naturalist Coastal Systems courses; one in Lee County held at Ostego Bay and the second was at Mote Marine Laboratory in Sarasota.

I am an active Lee County Master Gardener Volunteer and I have developed PowerPoints and given presentations on Low Maintenance Plants and Florida Friendly Landscaping on Fort Myers Beach, Sanibel, Estero and North Fort Myers. I also have attended these in-person lectures:

Post Storm Landscaping

Palms

Container Gardening

The Importance of Insects

Butterfly Gardening

Local Soil Composition

Native Orchids

Webinars on vegetation and related topics have also been taken. Below is the list of classes I've taken over the past two years:

Everblooming Plants

Medicinal Plants

Old Garden Roses

Invasives following Hurricane Ian

FL Invasive Plants 101

Special Pest Alert (Thrip parvispinus)

Island Ecosystems

Invasive Termites

Perennial Peanut Groundcover

Management of Insects

I've also assisted with Yard Consultations for the Lee County Master Gardener Volunteer Program and the local Coccoloba Chapter of the Florida Native Plant Society.

JUL 29 2024



JUL 29 2024

Received by: _____

Received by: _____

Town of Fort Myers Beach

Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 7-29-24

Name: Last Onoda First James Middle initial M

Telephone Number: 312 339-7021

Email Address: jonoda2@gmail.com

Home Address: 4182 Bay Beach Lane, Unit 772

Mailing Address Fort Myers Beach, FL 33931

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

Anchorage Advisory Committee

Audit Committee

Bay Oaks Recreational Campus Advisory Board

Cultural and Environmental Learning Center Advisory

Board Historic Preservation Advisory Committee

Local Planning Agency

☒ Marine and Environmental Resources Task Force Nuisance

Abatement Board

Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☒ No

Do you have unpaid fines or liens due the Town? Yes ☒ No

Are you a registered voter within the Town's jurisdiction? ☒ Yes ☐ No

Are you a resident within the Town's jurisdiction?

Yes ☒ No

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

Residents of FMB should serve on advisory committees aligned with their interests and knowledge.

Community Involvement:

Maintenance Committee, Manatee Bay, Waterside

Interests / Activities:

Fishing
Boating
Hiking

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

James Ordoz

Date

7-29-24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach

AUG 5 2024

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 07/30/24

Name: Patton

David

L

Last

First

Middle initial

Telephone Number: (978) 886-7069

Email Address: sailingscrimshaw@gmail.com

Home Address: 4198 Bay Beach Lane, Unit 171 FMB

Mailing Address Same as above

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☒ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

Please note response on attached page 3.

Community Involvement:

Please note response on attached page 3.

Interests / Activities:

Please note response on attached page 3.

You may attach a resume in addition to the above information. (See page 3 of 3)

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

David L Patton

Date

07/30/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

Why Seeking Appointment

I have always been interested in the stewardship of our environment and in particular the marine environment. This comes from growing up in Bath, Maine overlooking the Kennebec River, then spending decades near or on the ocean. However especially after Hurricane Ian. I believe it is extremely important to sustain the quality of life effort that needs to be provided for a healthy Estero Bay and the surrounding water, while supporting and sustaining the Fort Myer's Beach community.

Community Involvement

Over the years, I have been involved with sailing clubs and offshore sailboat racing, not only participating in club events but also as past Commodore of Blue Water Sailing Club and past President of the Trustees of the Marion, MA to Hamilton, Bermuda Off Shore Sailboat Race. In addition, I have been a volunteer docent at the Maine Maritime Museum and recently a captain on the 70 passenger cruise boat. The Maine Maritime Museum twenty acre waterfront campus includes the country's only surviving historic wooden shipyard.

Volunteer within the AARP's tax aid program (free to seniors with low or moderate income) for seven years now, which supports and helps many FMB residents during tax season.

Presently Vice President of the Friends of Seguin Light House Station Trustees. The Seguin Light House Station is on the National Registry of Historic Places.

Since my wife and I became residents on Bay Beach Lane, I work with Florida DEP Estero Bay Aquatic Preserve, in particular on their rookery effort.

Interests / Activities

Travel, boating (both sail and power), skiing, historic preservation, educating people regarding Maine's coast, being with friends and family.

Resume

Retired professional licensed mechanical engineer participating over four decades in the development, environmental permitting, engineering, design and construction of large assets, primarily electric power generating facilities. My last 20 years, I was one of the owners of an engineering company with over 500 employees that provided independent reviews of large assets to the financial community plus developers, owners, and operators of large assets.



RECEIVED

By Amy Baker at 4:19 pm, Aug 20, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 08/20/24

Name: Diane

Last

Richardson

First

L

Middle initial

Telephone Number: 612-810-7325

Email Address: diane@snopro.com

Home Address: 650 Matanzas Ct, Fort Myers Beach, FL 33931

Mailing Address 650 Matanzas Ct, Fort Myers Beach, FL 33931

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Cultural and Environmental Learning Center Advisory
☐ Board Historic Preservation Advisory Committee
☐ Local Planning Agency
☒ Marine and Environmental Resources Task Force ~~Nuisance~~
☐ Abatement Board
☐ Public Safety Committee

* Or another committee as needed

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☒ No ☐

If yes, what board, etc., and since when? Treasurer, Cane Palm Beach Condo Assn.

Why are you seeking appointment to this board or committee?

I am currently retired and would like to support the town via a volunteer position as needed.

Community Involvement:

My husband and I completed a new home build on the north end of FMB just prior to hurricane Ian. We just recently completed our storm repairs and now spend most of our time in FMB however, we do travel during some times of the year. I love the area and am available to help as a volunteer if there is a suitable position for me.

Interests / Activities:

My husband and I love boating, fishing, pickle ball, walking on the beach, going to the Beach Bar to listen to music. I have 3 grandchildren with another one on the way.

We own 2 rental condos on the beach and I have served as the treasurer for that board for 6 years.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed 

Date 8-20-24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 2:40 pm, Jul 15, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Cultural and Environmental Learning Center Advisory
☐ Board Historic Preservation Advisory Committee
☐ Local Planning Agency
☒ Marine and Environmental Resources Task Force Nuisance
☐ Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

As a resident of Fort Myers Beach and a beach front property owner, I have great interest in and concern for the protection of the wildlife. Having a residence adjacent to the CWA gives me a unique perspective and understanding of the needs of the local marine environment and the wildlife on Fort Myers Beach.

I believe my experience and organizational skills will be an asset to the MERFT Board.

Community Involvement:

I am the administrator for the non-profit group "Friends of Little Estero Island".

Interests / Activities:

My interests mainly include fishing, golfing and enjoying nature.

You may attach a resume in addition to the above information.

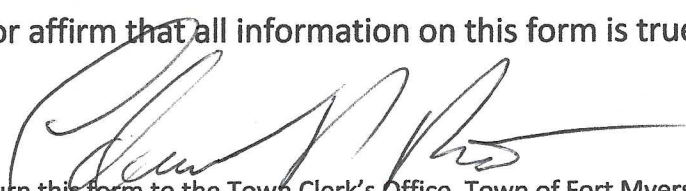
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

07/13/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 2:07 pm, Sep 18, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☒ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I would be honored to continue on MERTF, to be a good steward of Estero Island's environment. I would like to continue with MERFT's educational outreach that helps with environmental protection that supports our economy, businesses, school, tourism and our residents.

Community Involvement:

I am a FWC Sea Turtle Permit Holder for Turtle Time Inc. I am a CROW volunteer, I supply town staff with cages to help with sick and injured wildlife. I helped daily during 2017 Red Tide rescue sick wildlife, I have cared for many sick Sea Turtles to help them back to the water. I am TIOF's FMB Monitor (The international Osprey Foundation) I have been involved with Town Summer Programs, I have curated an FMB activity book.

Interests / Activities:

I enjoy serving my community, kayaking, scuba diving, helping with wildlife conservation, cleaning and walking the beach, learning, educating, meeting visitors and new friends, Helping our local non-profits. Spending time with friends, family and my old pup. I have been an active member of our community for several wildlife conservation organizations as well as community non-profits.

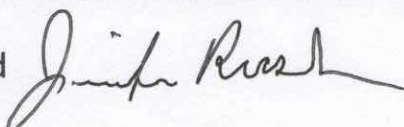
You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed 

Date

9-6-2024

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 1:28 pm, Aug 21, 2024

Town of Fort Myers Beach

Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 08/21/24

Name: Sand Leo M
Last First Middle initial

Telephone Number: (320) 260-4474

Email Address: LMSand@SandCompanies.com

Home Address: 2800 Estero Blvd, Apt 1005, Fort Myers Beach, FL 33931

Mailing Address Same

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Community Resource Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory Board
- ☐ Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☒ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

To further enhance our community beaches while balancing property owner' rights with that of the enviroment.

Community Involvement:

Our company, Sand Construction, LLC just completed the rebuild of the 104 condos at Caper Beach Club at 2800 & 2810 Estero Blvd. I have been a Florida Certified General Contractor for about 15 years. I have own on FMB since 2004 and have been through 2 hurricanes as well as multiple tropical storms. I have been a resident of FMB FL since 2019.

Interests / Activities:

Fishing, hunting, golfing, walking the beach, listening to good music and enjoying the outdoors.

You may attach a resume in addition to the above information.

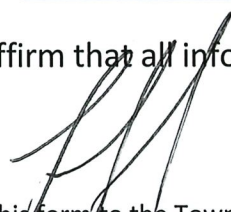
Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

 LEO M. SAND

Date

08/21/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

LEO M. SAND

HOME ADDRESS: 2800 Estero Blvd, Apt. 1005
Fort Myers Beach, FL 33931-3535

WORK ADDRESS: Sand Companies, Inc.
366 10th Avenue South
PO Box 727
Waite Park, MN 56387
www.SandCompanies.com

PHONE: Office - (320) 202-3100
EMAIL : LMSand@SandCompanies.com

Mobile - (320) 260-4474

EDUCATION & ASSOCIATIONS:

Graduated Albany High School 1977	Colorado GC License 1993 – Inactive
Arizona GC License 1985 - Inactive	Minnesota Multi-Housing Association 1997
MN RE Broker's License 1986 - Inactive	Associated Builders and Contractor
St. Cloud, MN Class A GC License 1991	Idaho GC License 2006 - Inactive
Minnesota GC License 1992 - Inactive	Florida Certified GC License 2009

WORK EXPERIENCES:

Owner	Sand Companies, Inc.	1991-Present
Chairman	Sand Companies, Inc.	2008-2022
Chief Executive Officer	Sand Companies, Inc.	1991-2008
Member	Parktown, LLC	1986-2008
Chief Executive Officer, Owner	Sand Properties, Inc.	1994-Present
Chief Executive Officer, Owner	Sand Lodging, Inc.	1993-Present
President, CEO, Owner	SCS Management, Inc.	1995-1997
Owner, G.M., Project Manager	SMS Construction	1978-1991

PRESENT BUSINESS ACTIVITIES:

Sand Companies, Inc.	Construction, Property Management, Architecture & Real Estate Development	1991	28.07% Owner
Sand Properties, Inc.	Apartments & Real Estate Investments	1994	100.00% Owner
Sand Lodging, Inc.	Hospitality Investments	1993	100.00% Owner

COMMUNITY & CIVIC SERVICES:

Current Vice President and Past President of Albany Area Industries, Inc. a non-profit company to promote & attract business & industry to the Albany Area, Past President & Former Member of the Albany Jaycees including Project Chairperson for Lake Wobegon Trails, Albany Jaycee Volunteer of the Year Award in 2000 from the Albany Chamber of Commerce, Lifetime Achievement Award in 2008 for Founding the Lake Wobegon Trail from the Albany Jaycees, Past President of Lake Wobegon Trails, Inc. a non-profit organization for promoting the trails in Stearns County, Inducted in 1999 to the Minnesota Hall of Fame by Minnesota Recreational Trail Users, Member of the Catholic Aid Association, Received the 1996 Innkeeper of the Year Award from Minnesota Innkeepers Association, Member of Minnesota Multi-Housing Association, Received the 2005 President's Award from Carlson Companies, Past Member of Carlson Companies Brand Advisory Committee for Select Service Hotels, Member of Radisson Hotel Group's Franchise Advisory Committee Past Member of Stearns County Pheasants Forever, and former Board Member at Neighborhood National Bank.

WORK EXPERIENCES – DETAILS:

Owner

Sand Companies, Inc. 1991 – Present

Sand Companies, Inc. is a general contractor, property management, real estate, and architectural company of commercial, hotels, multifamily, commercial, and industrial real estate deals. They have built, renovated, developed, and managed over 4,500 rental units and 3,000 hotel keys since 1991. Currently they manage over 1,850 rental units and over 2,000 hotel keys in 8 different states.

Chairman

Sand Companies, Inc. June 2008 – June 2022

My primary focus as Chairman was overseeing all opportunities that Sand Companies, Inc. may be involved in. I was responsible for overall long-range planning, vision and investment opportunities for the company and its clients.

Chief Executive Officer, President

Sand Companies, Inc. 1991 – June 2008

During my period as CEO and President at Sand Companies, Inc., my focus was business growth and staff development for the Construction and Management Company. In December of 1997 Sand Companies, Inc. purchased SCS Management, Inc. a hotel property management company primarily managing Country Inns & Suites by Radisson™. I maintain a real estate broker license with Sand Companies, Inc. purchasing land for all client real estate deals as well as dealing with the laws of the State of Minnesota, which govern company real estate activities. My previous real estate experience was 1986 - 1992 with Sand Realty in Albany, Minnesota and 1992 - 1994 with Century 21 - First Realty, Inc. in St. Cloud, Minnesota. In addition, I have a Certified General Contractor's license in Florida and had a General Contractor's license in Minnesota as well as various other State and City GC licenses throughout the United States.

Member

Parktown, LLC 1986 - 2008

Ownership & oversight of the property management of 40 units of market rate housing in Albany & Avon, MN. Parktown sold these apartments and then I sold my interest in Parktown to Jim Sand in 2008.

Chief Executive Officer, Owner

Sand Properties, Inc. 1994 - Present

Overseeing the ownership interest of Sand Properties, Inc. since 1994 as well as responsible for overall corporate management and arranging financing for new and existing rental properties. Sand Properties, Inc. has ownership in 48 rental communities with 1,850 rental townhome and apartment units throughout the Midwest.

Chief Executive Officer, Owner

Sand Lodging, Inc. 1993-Present

Overseeing the ownership interest of Sand Lodging, Inc. and arranging financing for new and existing hotel properties as well as responsible for overall corporate management. Sand Lodging, Inc. owns 19 hotels in 8 different states throughout the United States, which consist of over 2,000 hotel keys.

General Manager, Project Manager

SMS Construction 1978 - 1991

Working for SMS Construction, a general contractor, in all aspects of the construction industry, as a manager of the overall construction division, which included purchasing, scheduling, coordinating, negotiating, and awarding contracts, overseeing all superintendents and foremen, enforcement of safety and quality control, as well as overall supervision of all construction projects.



RECEIVED

By Amy Baker at 11:10 am, Jun 13, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 06/13/24

Name: Torgerson

Last

Thomas

First

R

Middle initial

Telephone Number: (612) 747-3770

Email Address: tom@tpihospitality.com

Home Address: 301 Palermo Circle, FMB 33931

Mailing Address PO Box 2820, FMB 33932

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee
☐ Bay Oaks Recreational Campus Advisory Board
☐ Cultural and Environmental Learning Center Advisory
☐ Board Historic Preservation Advisory Committee
☐ Local Planning Agency
☒ Marine and Environmental Resources Task Force Nuisance
☐ Abatement Board
☐ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

My love of the waters and the beaches. A property owner on FMB both on the back water of San Carlos Bay and on the Gulf. My daughter previously served on MERF prior to her relocation.

Community Involvement:

Year round immersion into the community of FMB, this is my wife's and my only residence.

Interests / Activities:

water, boating, bicycling, beaches and sunsets along with involvement in community

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Thomas R Torgerson Digitally signed by Thomas R Torgerson
Date: 2024.06.13 08:30:21 -04'00'

Date

06/13/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Request:**

Meeting Date: October 21, 2024

Appoint Members to the FY2024-2025 Public Safety Committee (PSC)

Why the action is necessary:

Four seats on the Public Safety Committee (PSC) are vacant as of September 30, 2024.

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Amy Baker, Town Clerk

5. **Background:**

The Public Safety Committee (PSC) shall address any safety and transportation issues specifically assigned to the committee by the Town Council for the purpose of the health, safety and welfare of the citizens and visitors to the Town of Fort Myers Beach. The committee shall review, discuss and evaluate the most significant safety and transportation issues within the Town. The PSC shall advise the Town Council on these matters or any other topics as assigned by the Town Council.

There are currently four vacancies on the Public Safety Committee. Three applications have been received by the Town Clerk requesting appointment to the committee; two island residents and one off-island resident.

Additionally, staff has notified the community of the upcoming vacancies on all Town advisory committees and boards and encouraged new members to apply by the close of business on Thursday, September 19, 2024

During the annual process of appointments to individual advisory committees, it is appropriate for Town Council to review the committee structure and consider opportunities to combine certain committees to increase effectiveness and reduce overlap.

Attachments:

1. Capela, Todd PSC
2. Farrell, Keran PSC
3. Johnson, Cynthia PSC

Financial Impact:

None

6. **Alternative Action**

Do not appoint members and advertise for the vacancies

7. **Management Recommendations:**

Appoint members to the committee

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 - 9/20/2024
Approved - 9/20/2024
Approved - 9/26/2024
Approved - 9/26/2024
Final Approval - 9/26/2024



Town of Fort Myers Beach

SEP 6 2024

Received by: _____

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 9/6/24

Name: Capela Todd L.
Last First Middle initial

Telephone Number: 281-610-1624

Email Address: ToddCapela@yahoo.com

Home Address: 4223 Bay Beach Lane, #62, FMB 33931

Mailing Address _____

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)? _____

If yes, when is your term expiration? _____

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency
- ☐ Marine and Environmental Resources Task Force Nuisance
- ☐ Abatement Board
- ☒ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I have some ideas concerning traffic and safety that I hope could improve the quality of life on our island paradise.

Community Involvement:

I have been attending many community events and have spoken with several residents and visitors of the island.

Interests / Activities:

Boating (USCG-licensed captain)
Classic cars (have a Ford Mustang problem 😊)
Beach days!

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

9/6/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☒ No ☐

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
- ☐ Audit Committee *must attach resume
- ☐ Bay Oaks Recreational Campus Advisory Board
- ☐ Cultural and Environmental Learning Center Advisory
- ☐ Board Historic Preservation Advisory Committee
- ☐ Local Planning Agency *must attach resume
- ☐ Marine and Environmental Resources Task Force
- ☐ Nuisance Abatement Board
- ☒ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office?

Yes ☐ No ☒

Do you have unpaid fines or liens due the Town?

Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction?

Yes ☐ No ☒

Are you a resident within the Town's jurisdiction?

Yes ☐ No ☒

Are you an owner of real property within the Town's jurisdiction?

Yes ☐ No ☒

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I believe that tourism continues to be the driving economy here in Fort Myers Beach, and in order for that industry to thrive, we need to do everything we can to assure the safety of not only our own residents, but also our visitors. I believe I can continue to be a contributing member of this committee.

Community Involvement:

I currently serve as Treasurer for the Fort Myers Beach Friends of the Arts. I also serve as an Ambassador member of the Chamber of Commerce. You'll see me volunteering at various community events throughout the year: Shrimp Fest, Taste of the Beach, etc.

Interests / Activities:

I also work many weekends as a Motorcycle Safety Instructor for the Motorcycle Safety Foundation. Our range is located at the Naples/Bonita Springs dog track, and I think my background as an instructor gives me some pretty good insight to safety on the road.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☒

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed

Date

08/29/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____



RECEIVED

By Amy Baker at 3:05 pm, Sep 19, 2024

Town of Fort Myers Beach
Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date:

Name:
Last First Middle initial

Telephone Number:

Email Address:

Home Address:

Mailing Address

(if different from home address):

Are you currently serving on any of the Town's committees? Yes ☐ No ☒

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ☐ Anchorage Advisory Committee
☐ Audit Committee *must attach resume
☐ Bay Oaks Recreational Campus Advisory Board
☐ Cultural and Environmental Learning Center Advisory
☐ Board Historic Preservation Advisory Committee
☐ Local Planning Agency *must attach resume
☐ Marine and Environmental Resources Task Force
☐ Nuisance Abatement Board
☒ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ☐ No ☒

Do you have unpaid fines or liens due the Town? Yes ☐ No ☒

Are you a registered voter within the Town's jurisdiction? Yes ☒ No ☐

Are you a resident within the Town's jurisdiction?

Yes ☒ No ☐

Are you an owner of real property within the Town's jurisdiction?

Yes ☒ No ☐

Are you currently serving on a board, authority, committee or commission for another governmental agency?

Yes ☐ No ☒

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

As an almost daily bike rider on Estero Blvd pre-lan, I would like to move forward plausible projects to make bike riding safer on our island.

Community Involvement:

Turtle Time, FWC Marine Mammal Volunteer, MERTF Pop Up Volunteer, Harry Chaplin Food Pantry Volunteer during 2018 Red Tide and COVID, Island Hopper Songwriter Festival. Previous life volunteer positions-PTA (Variety Show Director, Science Awareness Chair, Art Awareness Chair, Environmental Awareness Chair), Softball Coach, High School Club Ice Hockey President, Sunday School Teacher, etc.

Interests / Activities:

My husband, my kids and grandkids, my dogs, turtling, fishing, crabbing, biking, hiking, making Florida memories.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S.

Yes ☐ No ☐

If yes, fill out [Public Records Exemption Request](#) form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed



Date

09/19/24

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

Office Use Only:

Appointed: Yes _____ No _____

DATE: _____

1. **Request:**

Meeting Date: October 21, 2024

Brief discussion on collection of demolition costs

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

TOWN ATTORNEY'S ITEMS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

5. **Background:**

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk

Created/Initiated - 9/30/2024