



Fort Myers Beach Town Council

**Town Hall Council Chambers
2731 Oak Street
Fort Myers Beach, FL 33931
Tuesday, January 21, 2025**

Agenda

9:00 AM

ORDER OF BUSINESS

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. PUBLIC COMMENT**
- VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS**
- VII. PRESENTATION**
 - A. Impact Fee Study
Jason Green, Axis Infrastructure
 - B. Beach Renourishment Update
Michael Poff, Coastal Engineering Consultants
- VIII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS**
- IX. APPROVAL OF MINUTES**
 - A. Town Council - January 8, 2025
 - B. Management & Planning Session - January 8, 2025
- X. CONSENT AGENDA**
- XI. ITEMS REMOVED FROM CONSENT AGENDA**
- XII. PUBLIC HEARINGS**
 - A. Resolution 25-28; SEZ20240186, Lani Kai Parking Lot
(CONTINUED FROM JANUARY 8, 2025 PUBLIC HEARING-LANI KAI PARKING)
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20240186 FOR USE OF AN EXISTING LOT TO PROVIDE COMMERCIAL PARKING SPACES IN THE DOWNTOWN ZONING DISTRICT OF THE TOWN OF FORT

**MYERS BEACH LAND DEVELOPMENT CODE FOR PROPERTY
LOCATED AT 1479 ESTERO BOULEVARD; PROVIDING FOR
SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.**

XIII. ADMINISTRATIVE AGENDA

- A. Resolution 25-52; ITB-24-08-EN; Matanzas Pass Dinghy Dock Award
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND KELLY BROTHERS, INC. TO CONSTRUCT THE DINGHY DOCK PROJECT AND HURRICANE RECOVERY PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; AND PROVIDING AN EFFECTIVE DATE.
- B. Resolution 25-30, STA 8 Utilities Permit Reviews
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR HIS DESIGNEE TO APPROVE STA NO. 8 IN THE AMOUNT OF \$182,340 WITH TETRA TECH UNDER RFQ-22-25-AD FOR UTILITIES PERMIT REVIEWS AND ANY ASSOCIATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.
- C. 2025 Florida Legislative Appropriation Requests
Town Council approval of the 2025 Florida Legislative Appropriation Requests
- D. Recurring Special Event: Yoga with Anne
Town Council approval of a recurring special event for yoga classes at the following locations: Bayside Park, Mound House, Fort Myers Beach Library and Bay Oaks Recreation Center (once opened)
- E. Contract Extension
Discussion of Town Manager contract extension.

XIV. FINAL PUBLIC COMMENT

XV. TOWN MANAGER'S ITEMS

XVI. TOWN ATTORNEY'S ITEMS

XVII. COUNCILMEMBERS ITEMS AND REPORTS

XVIII. ADJOURNMENT

NOTE: THIS MEETING IS STREAMED LIVE ON YOUTUBE.

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



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

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

1. **Request:**

Meeting Date: January 21, 2025

Jason Green, Axis Infrastructure

Why the action is necessary:

The Town Council initiated a study to provide an update to the Impact Fee schedule.

What the action accomplishes:

Provides the Town Council a status update and allows the consultant to gather feedback from the Town Council.

2. **Agenda:**

PRESENTATION

3. **Requirement/Purpose:**

Scope of Services for the
Impact Fee Study

4. **Submitter of Information:**

Jason Green, Community
Development Services

5. **Background:**

The Axis Infrastructure team will present the status and items for discussion to the Town Council regarding the Impact Fee Study. The presentation includes background information, options, and data gathered to date. They will also include an updated schedule for completion. The team is looking for feedback from the Town Council on certain items that have been developed to date.

Attachments:

Financial Impact:

Updates to the Impact Fee schedule

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Jason Green, Community Development Services
Frankie Kropacek, Operations & Compliance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 1/9/2025
Approved - 1/9/2025
Approved - 1/14/2025
Approved - 1/15/2025
Final Approval - 1/15/2025



Fort Myers Beach Town Council

**Town Hall Council Chambers
2731 Oak Street
Fort Myers Beach, FL 33931
Wednesday, January 8, 2025**

Minutes

9:00 AM

ORDER OF BUSINESS

FINAL

I. CALL TO ORDER

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

Council Member Woodson moved to allow Council Member King to participate virtually, seconded by Council Member Safford.
The motion carried unanimously.

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Council Member King moved to approve the amended agenda with item B. under Public Hearings continued to January 21, 2025, seconded by Council Member Woodson.

The motion carried unanimously.

V. PUBLIC COMMENT

Robin Capella, resident, asked what the town council's vision was for the town and why they gave the wealthy developers what they asked but not timeshare owners. She wondered why the town council cared about the developer's return on investment and what would happen if they developed slowly and thoughtfully.

The recording skipped and started with resident Sam Lurie speaking. He discussed that no one had followed up regarding Seagate's view corridor and height. Property owners of Myerside, Seagate, Neptune and Outrigger knew what they could build when they purchased the properties, and it was not up to the council to social engineer the island. Their job was to enforce the LDC (Land Development Code) and the comp plan (Comprehensive Plan). There was no consistency in the council's decisions. He suggested they vote to revoke the non-

conforming plans for the four developments mentioned and stick to the comp plan.

Have them resubmit plans that comply with the comp plan. If the council did not like the comp plan, they could change it. No one could sue the town for enforcing the existing LDC and comp plan.

The recording started with resident Ray Murphy asking the council to reconsider their vote on Seagate and make the developer come back with a better plan. He referred to the original comp plan document and stated the community put it together through charettes at Bay Oaks. He noted the comp plan was the law of Fort Myers Beach and asked them to follow it.

Jessie Titus, resident, asked the council to reconsider their vote. The town deserved more than a toilet and a walkover. She mentioned that Mr. Price did not say no twice when asked if he would resubmit his plan and the council should have voted against the project and asked him to resubmit. She stated that the community would not forget what they did and asked them to change their vote.

Laurie Webster, resident, noted the council made a monumental decision that would negatively impact the island and its residents. She said it could be revisited if one of the three yes votes would listen to the people. She indicated the council was supposed to be for the people. She asked them not to repeat their mistake and litter the skies with more high rises. They need to protect the island before they lose it.

Bill Veach, a resident, stated that the town charter said that the town council are elected officials who are accountable to the citizens. They were not accountable to the bottom line of developers. He mentioned behind-the-scenes negotiations between the council, developers and staff that were not in the public eye. He asked how they would feel living next to a huge wall. He discussed their profits and density while the residents received a bathroom and a walkover. He urged them to start again from the comp plan and get the public involved.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

The recording started with Council Member Woodson thanking her constituents, who gave her positive feedback. She thanked everyone who was kind and helpful with her husband. She noted that she had a council phone and a personal phone. If her personal phone rings, she will leave the meeting to talk to her husband or anyone affiliated with his care.

No items from other members.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

Barbara Hill, Chair of the Cultural and Environmental Learning Center Advisory Board (CELCAB), indicated that Museum Manager Adam Knight reported his findings regarding the underground exhibit, which was still closed due to new damage from Hurricane Milton. Mound House staff recommended that the exhibit close permanently and not undergo repairs due to sustainability and budget constraints. CELCAB voted unanimously to recommend that the council and staff explore options to ensure it can be repaired and safely open to the public. She reported that Patrick McKeown, author and Mound House member, passed away recently in December. She asked that they keep the underground exhibit open.

Vice Mayor Atterholt polled his colleagues regarding giving the Town Manager direction to explore all options. All council members agreed. Culture, Parks & Recreation Director Jeff Hauge stated that water came in from every area of the exhibit. He added that an engineer would be hired to determine whether it was safe to be down there. He noted the sump pump shorts out with three feet of water and they were looking at options. Chair Hill believed that FEMA (Federal Emergency Management Agency) funding was available. She invited everyone to the Mound House silver anniversary event on January 25, 2025, hosted by the Friends of the Mound House.

Dave Nusbaum, Chair of the Marine and Environmental Resources Task Force (MERTF), reported that he was appointed Chair and Jennifer Rusk Vice Chair at the December meeting. He noted that MERTF was working with a biologist at FWC (Fish & Wildlife Conservation Commission) to continue the working agreement with the property owners regarding nesting birds. He indicated that Fort Myers Beach was the only habitat where four rare species of birds spent their time. He said that Dr. Daley and Dr. Saverese offered free computer simulations regarding the benefit of berms and sea walls; however, Chair Nusbaum has not heard back yet. Will and Bill Perry and Chris and Ginger Weber received the Murphie Award for their dedication and stewardship.

VIII. APPROVAL OF MINUTES

A. Town Council - December 2, 2024

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

The motion carried unanimously.

B. Management & Planning Session - December 11, 2024

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

The motion carried unanimously.

C. Town Council - December 16, 2024

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

The motion carried unanimously.

IX. CONSENT AGENDA

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

The motion carried unanimously.

- A. Resolutions 25-01 through 25-04; 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.

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

The motion carried unanimously.

- B. Resolutions 25-05 through 25-08; 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.

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

The motion carried unanimously.

- C. Resolutions 25-09 through 25-12; 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.

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

The motion carried unanimously.

- D. Resolutions 25-13 through 25-16; 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.

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

The motion carried unanimously.

- E. Resolutions 25-17 through 25-20: Extending Local State of Emergency, Hurricane Milton

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

Mayor Allers moved to approve the resolution, 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. Ordinance 24-35; DCI20230090, Pink Shell Resort CPD

First Reading and Public Hearing on a proposed ordinance entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING FOR 6.02 ACRES OF THE PROPERTY LOCATED AT 275/322 ESTERO BLVD, 200 ESTERO BLVD, 192 ESTERO BLVD COMMON ELEMENT ONLY, 142 ESTERO BLVD, 171-191 ESTERO BLVD, 251-281 ESTERO BLVD, AND 309 ESTERO BLVD., GENERALLY IDENTIFIED AS STRAP NUMBERS 24-46-23-WI-0070D.028A, 24-46-23-WI- 00700.0340, 24-46-23-WI-00700.0290, 24-46-23-W1-00700.0330, 24-46-23-WI-00700.0320, 24-46-23-WI-03700.00CE, & 24-46-23-WI-04100.00CE IN FORT MYERS BEACH, TO ALLOW EXPANSION OF THE EXISTING PINK SHELL BEACH RESORT TO INCLUDE A NEW 40 UNIT RESORT HOTEL 2 ADDITIONAL HOTEL UNITS IN THE WHITE SANDS BUILDING, AND TWO STAND-ALONE GUEST STRUCTURES; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. Open the first public hearing and schedule for final reading and possible adoption, Monday, February 3, 2025 at 9:00 a.m.

Mayor Allers disclosed a conflict of interest with A. and will file the appropriate form. He read the title of the resolution. Ex parte communications: Council Member Safford met via Zoom with the representative a couple of months ago; Council Member Woodson received pro and con emails; Vice Mayor Atterholt and Council Member King received emails pro and con and met via Zoom with the representative a couple of months ago. Carlos Rios, with MK Architecture, introduced himself and reviewed his experience in architecture.

Vice Mayor Atterholt moved to approve Mr. Rios as an expert in his field, seconded by Council Member Safford.

The motion carried unanimously.

Additional experts include Fred Drovdlc, Bill Waichulis and Bob Boykin.

Attorney Amy Thibaut from Roetzel & Andress confirmed receipt of the agenda and background materials.

Community Development Planner Sarah Propst reviewed the background of the request as stated on the blue sheet and read the deviations. Planner Propst described some confusion surrounding the transfer of density and the 2000-07A amendment. Due to the lack of agendas and scant minutes in 2000, it was unclear what the council knew about what they were adopting. The amendment removed two properties from the original document. Town Attorney Stuparich reviewed the resolution amending the legal description.

Planner Propst stated that they were not asking for more density but to maintain the number of density units that exist with an additional multiplier. By right, outside of the CPD process, they could build twelve units. She noted that the staff recommended approval if the proposed public benefits were determined to be adequate for the deviation in height.

Attorney Thibaut started the presentation with The Team, Request and Highlights Since LPA. Planner Drovdlc described the changes made since the LPA meeting and Attorney Thibaut reviewed the restricted covenant and amendment. Mr. Boykin continued with the Owner Profile and Pink Shell Development Through the Years. Planner Drovdlc picked up with Zoning - Existing and Proposed, Future Land Use, Changes Since the LPA, Development Locations, Historical Transfer Exhibit, Historical MCP Exhibit, Historical MCP/Survey Comparison, Intensity and Density Summary, Intensity and Density Analysis, Equivalency Factor Comparisons, Floor Area Ratio (FAR), Current Hotel Rooms Open on Island, Stories and Height, Neighborhood Compatibility and Architecture Rendering.

Mr. Waichulis continued with Public Benefits as Conditions of Approval, Conceptual Landscape Plan for Estero Blvd. and Boardwalk and Special Benefits as Conditions of Approval. Planner Drovdlc reviewed Deviations 1-7, LDC Compliance, Compliance & Consistency, Path For Approval and Conclusion. Mr. Boykin did not have a timeline for completion due to the dilapidated building next door. Town Attorney Stuparich indicated that the attorney stated they intended to fix it, which will go before DOAH (Division of Administrative Hearings) in February. She added that the attorney said there was a pending application. Code enforcement was proceeding to address the derelict vessel in the backyard.

Planner Propst stated that the property owner requested an extension. Council Member King asked why they brought the project forward with all the unknowns. Mr. Boykin replied that they expected 2024 to be a better year than it was and that the planning process would be lengthy. He wanted to be ready to go when the market said it was time.

Public comment:

Phyllis Scroggie, resident, indicated that Pink Shell stopped renting at Vacation Villas because there were no pools, and most people left the rental program because they could do better themselves. She stated that Pink Shell was a good neighbor, but the amenities were far away, and she was concerned about safety. She displayed a picture of the traffic backed up last week at 10:30 a.m.

Holly Baggot, resident, stated that the board was comprised of five members and the vote to agree not to oppose Pink Shell's plans was 4-1. She noted there were 30 owners and they did not get to vote. Vacation Villas will have three more parking spots. The parking across the street was a deeded easement and not leased. She indicated that Vacation Villas was the only residential in the area and she did not want to be surrounded by hotel guests. She used boxes to illustrate what her view would be.

Katherine Scholtz displayed a color map illustrating the covenant deed over the years. She read part of the staff report from the LPA meeting and cautioned about the meaning of perpetuity.

Jack Holsem, resident, referred to the Master Plan regarding 309 and asked whether it would be a single-family residence. If so, he supported it with two stories above living like the neighbors. He did not support larger buildings next to him. He felt there was a lot of ambiguity with the intent and thought the density should remain on the gulf side.

Ray Murphy, resident, was the mayor when the CPD came before them. The intent was to transfer all the developable units on the bayside to the White Sands on the other side, and in perpetuity, the bayside was to remain undeveloped. He stated that everyone was trying to get more than what they were entitled to and encouraged them to vote no.

Public comment closed.

Mr. Waichulis noted that lot 309 and Gulf Shore Court would be residential houses. He clarified that although the Vacation Villas vote was 4-1, the owners were surveyed, and the majority supported the project.

Attorney Thibaut stated there was no ambiguity with the legal description in the restricted covenant. She discussed competent, substantial evidence.

She noted that the development of the hotel had nothing to do with the public enjoying Bowditch Park because it was private property. She added that the hotel owner was not responsible for guests traveling on private property regarding Vacation Villas. She discussed not putting expiration dates on zoning approvals according to Florida case law. She stated that parcels 38 and 39 were not intended to be encumbered by the density transfer.

Public comment reopened.

Planner Propst clarified that the 12 remaining units on the bayside parcel were already allocated. Five remained on the dilapidated multi-family property and seven of the units were transferred to Casa Playa. Mr. Boykin said that 47 were transferred across the street, but on the White Sands site, 43 or 45 cottages were added together. Public comment closed.

Council Member Safford noted that the evidence made it clear that this parcel was not included in the transfer, and he believed there was public benefit.

Council Member Safford moved to approve moving the ordinance to a second hearing on February 3, 2025, with the deviations and conditions, seconded by Council Member King.

Council Member King suggested adding prices to the Mooring Field pump-out and stormwater issues. Council Member Woodson was concerned about the lack of timing and hoped it would be added before the second hearing. Council Member Safford replied that a hotel was different than condos and it was not fair to require a time limit. Vice Mayor Atterholt noted that the two new documents appeared to address some of the LPA concerns, and some raised by Mr. Murphy. He was concerned that the town attorney had insufficient time to review the documents and reserved his right to change his vote. He felt a new build should have a higher threshold in terms of public benefit.

The motion carried 3-1 by roll call vote, with Council Member Woodson dissenting and Mayor Allers recused.

- B. Resolution 25-28; SEZ20240186, 1479 Estero Blvd., Lani Kai Shared Parking

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20240186 FOR USE OF AN EXISTING LOT TO PROVIDE COMMERCIAL PARKING SPACES IN THE DOWNTOWN ZONING DISTRICT OF THE TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE FOR PROPERTY LOCATED AT 1479 ESTERO BOULEVARD; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

Continued to January 21, 2025.

- C. Resolution 25-24; SEZ20240158, 1240 Estero Parking Lot Special Exception

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/APPROVING WITH CONDITIONS/DENYING SPECIAL EXCEPTION SEZ20240158 TO ALLOW SHARED USE PARKING LOT PER LDC SECTION 34-2011(2)a., FOR THE PROPERTY LOCATED AT 1240 ESTERO BOULEVARD; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Ex parte communications: Council Member Woodson disclosed a conversation, Council Member Safford received an email and Vice Mayor Atterholt received an email, but he thought it was a generic email. No disclosures from other members. The applicant confirmed receipt of the agenda and background materials.

Planner Propst reviewed the background of the request as stated on the blue sheet. She noted that the LPA recommended approval with one member absent. She indicated the applicant met all the requirements, but the use requires a special exception.

Reginald Beach, applicant, noted the motel washed away and he wanted to park some cars there. The lot would be automated, but he would be flexible regarding an attendant depending on how it goes. Planner Propst indicated that the lot existed and had adequate room for stormwater.

No public comment.

A discussion was held regarding another parking lot on Estero Blvd., but Mayor Allers noted that people park there now and it would look much better if it were cleaned up and monitored.

Mayor Allers moved to approve the resolution based on the recommendations by staff, seconded by Council Member Safford. The motion carried 4-1, with Council Member Woodson dissenting.

- D. Resolution 25-25; SEZ20240240, 2584 Estero Blvd., Estero Beach Club
A RESOLUTION OF THE TOWN COUNCIL OF FORT MYERS BEACH APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION 20240240, REQUESTING A SPECIAL EXCEPTION FOR THE PROPERTY LOCATED AT 2584 ESTERO BLVD., GENERALLY REFERRED TO AS “ESTERO BEACH CLUB CONDO” STRAP NUMBER 19-46-24-W3-02000.00CE, TO ALLOW FOR THE REPLACEMENT/ REPAIR OF PAVER DECKS, POOL SHELL AND COPING, CEMENT WALKWAYS, A CEMENT FOOT-WASH STATION, IRRIGATION LINES AND A FENCE ALONG AN EXISTING RETAINING WALL, LOCATED PARTIALLY AND ENTIRELY WITHIN THE ENVIRONMENTALLY CRITICAL ZONING DISTRICT; 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 resolution. No ex parte communications were disclosed. 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. Staff confirmed that everything requested was a replacement.

Mike Muirhead, Vice President of the Estero Beach Club Board, asked that they approve their application to replace everything. He noted one of the buildings should reopen by the end of January and the other by the end of February.

No public comment.

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

XII. ADMINISTRATIVE AGENDA

A. CDBG-DR Subrecipient Agreements

Authorize the Town Manager to execute two subrecipient agreements for the awarded CDBG-DR funding 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 Hauge explained that the projects were the new beach park, streetlights on Old San Carlos, the Bay Oaks pool and the north tower. Operations & Compliance Director Frankie Kropacek indicated the funds should be transferred by the end of April.

Mayor Allers moved to approve authorization, seconded by Council Member Safford.

The motion carried unanimously by roll call vote.

B. 2025 Legislative Priorities

Discussion and approval of legislative appropriation requests for the 2025 Legislative Session

Town Manager Hyatt stated they were meeting with the Lee County delegates tomorrow to review priorities and listed the projects involved. Deputy Town Clerk Jason Freeman noted that priorities had to be set for the next legislative session, which starts in March. He was looking for guidance to prepare for the session. Town Manager Hyatt noted that canal dredging would not be an appropriate ask. Deputy Town Clerk Freeman described the forms involved with the appropriation request.

Vice Mayor Atterholt moved to approve the 2025 priorities and grant the mayor and staff to determine the various appropriation levels as needed and to bring back the final version of what would be submitted, seconded by Council Member Safford.

The motion carried unanimously by roll call vote.

C. ITB-25-01-PR; Bay Oaks Recreational Campus Redevelopment Project

Reject and cancel all ITB-25-01-PR proposals for the Bay Oaks Recreational Campus Redevelopment Project with cause, since all bids far exceed the estimated or budgeted amount as provided in the Invitation to Bid and Section 2-480(a)(11) of the Town Code, and provide direction to staff to re-bid the project.

Director Hauge explained what was in the proposal and noted the bids exceeded their budget. He indicated they would repackage the proposal and send it out again.

Mayor Allers moved to approve the staff's recommendation, seconded by Council Member Woodson.

The motion carried unanimously by roll call vote.

D. Resolution 25-27; ROW Licensing

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA RATIFYING AND AUTHORIZING THE ISSUANCE OF PERMITS (LICENSING AGREEMENTS) WITH PRIVATE PARTIES FOR USE OF THE TOWN RIGHTS-OF-WAY FOR PARKING OF VEHICLES, BICYCLES, MOTORCYCLES AND OTHER MODES OF TRANSPORTATION; REQUIRING PAYMENT OF ANNUAL PERMIT FEES AND COMPLIANCE WITH OTHER CONDITIONS AS NEEDED; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Community Development Principal Planner Judith Frankel stated this was a draft version of what was discussed at the M&P Session in December. It will have to be brought back to change the fee schedule, and she asked whether they agreed with the \$1,000.00 placeholder per space rate. Council Member Woodson questioned whether they could get rates from other municipalities for comparison. Principal Planner Frankel replied that she could do some research. Mayor Allers asked what the average rate per space per year the town charged. Principal Planner Frankel summarized that they would do a calculation annually and the fees would adjust based on in-house calculations. She was concerned about the spaces becoming unaffordable for the 1902 Estero development. Town Attorney Stuparich commented that they would have to find another way to satisfy their parking requirement and Mayor Allers added that they could ask for relief. Finance Director Joe Onzick agreed and indicated they could calculate what the average parking revenue per spot would be. Principal Planner Frankel stated they would add the calculation and bring it back. Town Attorney Stuparich described the slight change to the resolution.

Mayor Allers moved to approve the resolution with the suggested change to eliminate the monetary amount and to come back with what was discussed to set the cost per space at a later date, seconded by Council Member Woodson.

The motion carried unanimously by roll call vote.

- E. Resolution 25-26; Ratifying Contract FMCR Marine Debris, Hurricanes Helene & Milton

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA RATIFYING SPA-24-14-EN FOR ACTION OF THE TOWN TAKEN DECEMBER 2, 2024 REGARDING THE WAIVING OF THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND CONTRACTING WITH FLORIDA MARINE CONTRACTING & RECOVERY, LLC TO REMOVE DEBRIS FROM WATERWAYS IN THE TOWN OF FORT MYERS BEACH CAUSED BY HURRICANES HELENE AND MILTON, AND DISPOSE OF DEBRIS AT AUTHORIZED WASTE MANAGEMENT SITE AT A COST NOT TO EXCEED \$200,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Environmental Projects Manager Chadd Chustz stated that FEMA is paying for this and Florida Marine Contracting & Recovery was doing a great job.

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

The motion carried unanimously by roll call vote.

- F. Resolution 25-29; Ahtna Change Order #1 ITB-24-03-EN

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE CHANGE ORDER #1 OF CONTRACT ITB-24-03-EN BETWEEN THE TOWN OF FORT MYERS BEACH AND AHTNA MARINE AND CONSTRUCTION COMPANY, LLC ADDING 24 DAYS OF CONTRACT TIME TO CONSTRUCT THE ESTERO ISLAND BEACH RENOURISHMENT AND HURRICANE RECOVERY PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Projects Manager Chustz explained why they needed additional time and noted it was a reasonable request.

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

The motion carried unanimously by roll call vote.

- G. Resolution 25-23; ICS SPA-24-13-EN Hurricane Milton Sand Screening A

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA RATIFYING SPA-24-13-EN FOR ACTION OF THE TOWN TAKEN OCTOBER 24, 2024 REGARDING THE WAIVING OF THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND CONTRACTING WITH ICS MATERIALS INC. TO SCREEN DEBRIS FROM SAND OVERWASHED BY HURRICANE MILTON TO PRODUCE BEACH COMPATIBLE SAND, PLACE AND GRADE BEACH COMPATIBLE SAND ONTO THE BEACH, REMOVE DEBRIS FROM THE BEACH, REMOVE DEBRIS SAND FROM RIGHT OF WAY AND TOWN PROPERTY AND

DELIVER TO DEBRIS MANAGEMENT SITE, AND DISPOSE OF DEBRIS AT AUTHORIZED WASTE MANAGEMENT SITE; AND APPROVING PAYMENT OF ICS MATERIALS INC. INVOICE NO'S. INV121024-31, INV121024-31, INV121124-31, INV121924-31 AND INV122324-31 IN THE AMOUNT \$ 721,814.17; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Projects Manager Chustz stated FEMA covered the project.

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

The motion carried unanimously by roll call vote.

- H. Resolution 25-21, Ratify Andrew Sitework LLC Emergency Contract - Hurricane Helene

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN SEPTEMBER 27, 2024, UNDER THE EMERGENCY PROCUREMENT POLICY TO CONTRACT WITH ANDREW SITEWORK LLC TO TAKE EMERGENCY PROTECTIVE MEASURES TO REMOVE HAZARDS TO PUBLIC HEALTH AND SAFETY FROM THE TOWN'S STREETS AND RIGHT-OF-WAY; AUTHORIZING PAYMENT OF INVOICE #2024-19E #1 IN THE AMOUNT OF \$154,282.75; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Finance Director Onzick stated that formal contracts had to be established for FEMA reimbursement.

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

The motion carried unanimously by roll call vote.

- I. Resolution 25-22, Ratify Andrew Sitework Emergency Contract - Hurricane Milton October 10, 2024

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN OCTOBER 10, 2024, UNDER THE EMERGENCY PROCUREMENT POLICY TO CONTRACT WITH ANDREW SITEWORK LLC TO TAKE EMERGENCY PROTECTIVE MEASURES TO REMOVE HAZARDS TO PUBLIC HEALTH AND SAFETY FROM THE TOWN'S STREETS AND RIGHT-OF-WAY; AUTHORIZING PAYMENT OF INVOICES #2024-19E #2 AND #2024-19E #3 FOR A TOTAL AMOUNT OF \$96,787.08; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Finance Director Onzick stated this was the second one that needed a formal contract and was specifically to clean up after Milton.

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

The motion carried unanimously by roll call vote.

XIII. FINAL PUBLIC COMMENT

No public comment.

XIV. TOWN MANAGER'S ITEMS

Town Manager Hyatt stated that the second and third floors of the town hall should be done in 7-10 days. The elevator company should complete work on the elevator by the end of February. The stairwells had to be in place so the fire doors downstairs could be fire-rated. They were working with the construction group regarding the lack of landscaping. He was working with the LCSO (Lee County Sheriff's Office) regarding flaggers at Estero and Crescent and Fifth and at the Old San Carlos and North Estero as they did previously. Town Manager Hyatt indicated that town staff was working in those intersections and Mayor Allers brought up overtime concerns and staff availability. Finance Director Onzick reported that the funds were available to cover overtime. Director Kropacek stated there were staff vacancies, but interviews were ongoing, and they could make it work. The LCSO contract was still in place. Mayor Allers supported having town staff direct traffic until the LCSO schedule was set. He suggested having LCSO direct traffic at Old San Carlos and Estero and let staff cover the other areas. Town Manager Hyatt noted that the synchronization of the double lights on San Carlos was not working properly, but it was being addressed.

XV. TOWN ATTORNEY'S ITEMS

Town Attorney Stuparich stated that the Key Estero case was pending in court and the fee was accruing.

XVI. COUNCILMEMBERS ITEMS AND REPORTS

Mayor Allers requested an update on the comp plan review. Planner Propst replied that the Corradino Group contract needed to be extended for the public input side. Planner Propst will handle the LDC portion. She hoped there could be a public input meeting this month, but if that were not possible, she would hold pop-up events that did not require the same amount of advertising and scheduling. An impact fee discussion will be held at the meeting on the 21st.

XVII. ADJOURNMENT

Council Member King moved to adjourn the meeting, seconded by Mayor Allers. The motion carried unanimously.



Fort Myers Beach Management & Planning Session

Town Hall Council Chambers
2731 Oak Street
Fort Myers Beach, FL 33931
Wednesday, January 8, 2025

Minutes

12:00 PM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Allers, Vice Mayor Atterholt, Council Member King (virtually), Council Member Safford and Council Member Woodson.
Vice Mayor Atterholt moved to allow Council Member King to participate remotely, seconded by Mayor Allers.
The motion carried unanimously.

II. PLEDGE OF ALLEGIANCE

III. ITEMS FOR DISCUSSION

A. Metro Forecasting Models

Metro Forecasting Models (MFM) is a consulting firm based in Bonita Springs that works exclusively with local governments to model land uses for long-range planning. MFM will present their abilities, prior projects and how their information could be useful in directing the redevelopment of Fort Myers Beach.

David Farmer, CEO of Metro Forecasting Models (MFM), began his presentation with Introductions, What if?, MFM Can Determine, Recent Clients, Recent and Ongoing Projects, What We Do, MFM and Fort Myers Beach, Applications for Fort Myers Beach, Key Questions, Fort Myers Beach Baseline 2023 Data and Vacant Land.

Mr. Farmer discussed using data to estimate how the daily visitors would change after a hotel, bar, or restaurant opens up. He preferred using concrete things like how many seasonal visitors, residents and transient residents they had and then look at who came over the bridge and did not live or stay there. They can use analysis to help determine the daytime population and what it would be. He described looking at beach capacity or existing parking spaces. He indicated they could track the condos coming back, including the seasonal aspect. He noted that, generally, they could

analyze data to determine whether a proposal would work because they work at the parcel level. They could inform the town about the impacts on facilities to help the council make decisions. Town Attorney Stuparich noted that the council could use the testimony of experts to approve or deny a proposal.

She added that it was quantitative rather than qualitative data; for example, if there was a traffic impact, Mr. Farmer could tell them what the impact would be.

Mr. Farmer reviewed his professional experience and stated that he understood how and why development occurs and the impediments. He discussed having a more permanent population and noted that it could be used as a mechanism to approve or deny a project. He stated that he does not tell them what they want; he tells them what policies can achieve what they want. He compared condo owners to apartment renters and asked whether they knew of apartment renters who had never used them.

Mr. Farmer stated that he could get started with the scope of work and start immediately. He added that it was not a yearlong thing. Council members agreed to move forward with Mr. Farmer.

Finance Director Joe Onzick utilized PowerPoint to discuss the Calculation of Town Cost of Operating Jet-Vac Based on FEMA Reimbursement Rate, Calculation of Fuel & Maintenance Cost: FEMA Reimbursement Less Depreciation and Town Cost of Operation of Jet-Vac vs. Earthview Cost.

IV. AGENDA MANAGEMENT

A. January 2025

Add an update from the FDOT (Florida Department of Transportation) and FPL (Florida Power & Light).

V. ADJOURNMENT

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

The meeting was adjourned at 3:27 p.m.

1. **Request:**

Meeting Date: January 21, 2025

(CONTINUED FROM JANUARY 8, 2025 PUBLIC HEARING-LANI KAI PARKING)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20240186 FOR USE OF AN EXISTING LOT TO PROVIDE COMMERCIAL PARKING SPACES IN THE DOWNTOWN ZONING DISTRICT OF THE TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE FOR PROPERTY LOCATED AT 1479 ESTERO BOULEVARD; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

Why the action is necessary:

The applicant must receive approval from Town Council to engage in commercial parking on their site

What the action accomplishes:

Allows the Lani Kai to charge visitors for beach parking

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Jason Smalley, Senior Planner

5. **Background:**

Following a Town code compliance case, the applicant requested to formalize approval for paid parking on their parcel on the Bay side of Estero Blvd. The applicant states that they have been engaged in commercial parking for many years.

At its December 10th, 2024 meeting, the LPA voted 6-1 to approve with conditions this Special Exception application. However, this application was to be considered concurrently with a Variance application that would permit the applicant to maintain the current site conditions and parking plan. The LPA voted to "continue to a date uncertain" the review of that request. Staff is presenting the Variance application to the LPA again on January 9th, 2025. Approval of the Special Exception application must be conditioned on the approval of the Variances.

Attachments:

1. Resolution 25-28; SEZ20240186, 1479 Estero, Lani Kai (2)ns
2. TC Staff Report
3. Exhibit A: (Historical) Response for LDO Application #20200045
4. Exhibit B: SEZ Application
5. Exhibit C: SEZ20240186- 1479 Estero Blvd- Insufficiency letter
6. Exhibit D: Applicant Response to Insufficiency Letter

Financial Impact:

N/A

6. **Alternative Action**

Approve with conditions

7. **Management Recommendations:**

N/A

8. **Recommended Approval:**

Judith Frankel, Principal Planner

Frankie Kropacek, Operations & Compliance Director

nancy stuparich, Town Attorney

Amy Baker, Town Clerk

Andy Hyatt, Town Manager

Created/Initiated - 1/8/2025

Approved - 1/8/2025

Approved - 1/14/2025

Approved - 1/15/2025

Final Approval - 1/15/2025

RESOLUTION NUMBER 25-28
(Lani Kai Parking)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20240186 FOR USE OF AN EXISTING LOT TO PROVIDE 43 COMMERCIAL PARKING SPACES IN THE DOWNTOWN ZONING DISTRICT OF THE TOWN OF FORT MYERS BEACH LAND DEVELOPMENT CODE FOR PROPERTY LOCATED AT 1479 ESTERO BOULEVARD; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

WHEREAS, Applicant Robert Burandt on behalf of LKLB of Florida Inc. is requesting use of an existing lot to provide 43 commercial parking spaces in the Downtown zoning district per Sections 34-2011(2)(a) and 34-2019(a) of the Town of Fort Myers Beach Land Development Code; and

WHEREAS, the STRAP number for the subject property is 19-46-24-W4-0060B.0100; and

WHEREAS, the Property is located in the “Pedestrian Commercial” category of the Future Land Use Map of the Comprehensive Plan; and

WHEREAS, the Property is located in the “Downtown” zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, a public hearing on this matter was noticed and held before the Local Planning Agency (LPA) on December 10, 2024, and at the hearing the LPA gave full and complete consideration to the request of the Applicant recommendations of staff, the documents in the record, and the testimony of all interested persons, as required by Section 34-88 of the LDC. The LPA found that the request is consistent with the comprehensive plan and the requirements of the LDC and voted 6 to1 recommending approval with conditions of the Special Exception; and

WHEREAS, on the ____ day of _____, 2025 the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by Section 34-88 of the LDC; and

WHEREAS, the Town Council determined it is/ is not in the best interest of the Town to approve/approve with conditions/deny the request for a Special Exception.

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

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

Section 2. The Town Council determines the Applicant did/ did not meet its burden of proof that the requested Special Exception does/ does not meet the requirements of the Town Comprehensive Plan and LDC, and approving the Special Exception is/ is not in the best interest of the Town to approve. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties and public, the Town Council **APPROVES/APPROVES WITH CONDITIONS/DENIES** the Special Exception to allow reconstruction of a major accessory structure in the EC zoning district per section 6-366.

Section 3. In approving the Special Exception, the Town Council makes the following findings and conclusions in accordance with the requirements of Section 34-88 of the LDC:

- A. Changed or changing conditions which make approval of the request appropriate.
- B. The request is consistent with the goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan.
- C. The request meets all performance and locational standards for the proposed use.
- D. The request will protect, conserve, or preserve environmentally critical areas and natural resources.
- E. The request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.
- F. The requested use will be in compliance with the applicable general zoning provisions and supplemental regulations set forth in Chapter 34 of the Land Development Code; and

Section 4. If the Town Council approves/denies the requested Special Exception and the following conditions of approval are imposed on the Applicant and the subject property:

1. The Special Exception shall not be valid without the approval of necessary variances (as stated in VAR 20240233) from landscape and parking lot design requirements.
2. Applicant shall create a parking plan for all three of their parking areas with the size/square footage and number of lodging uses of the associated uses identified per LDC sec. 34-2018
3. A new special exception must be applied for each time an LDO/ DO is applied for, or any structures are developed/ reconstructed.
4. Approval of this special exception does not give the Applicant an undeniable right to permit

approval. Development 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.

5. The applicant must apply for and receive all state and local permits required for the reconstruction of all proposed structures.
6. Any violation of the conditions of approval shall render the special exception null and void.
7. Property owners shall develop a plan to engage with customers of the commercial lot no less than 40-feet into the property to allow for stacking that approximates requirements for lots which are developing gates within 100-feet of Estero Blvd.
8. Two-way drive aisles must meet minimum Fire Department widths, this will be assessed during an LDO/ DO as required by the LDC.
9. The applicant must obtain an approved lighting plan as outlined in LDC Sec. 34-1834.

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

ADOPTED this ____ day of _____, 2025 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 January 2025.



Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: SPECIAL EXCEPTION -- PARKING

CASE NUMBER: SEZ20240186

CASE NAME: Special Exception for use of an existing lot to provide 43 commercial parking spaces in the Downtown zoning district.

LPA

HEARING DATE: December 10th 2024, at 9:00 AM

TOWN COUNCIL

HEARING DATE: January 21st, 2025 at 9:00 AM
(Continued from Jan. 8th, 2025)

STAFF

RECOMMENDATION: Denial/Approval with Conditions

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

I. APPLICATION SUMMARY

Applicant/Owner: Robert Burandt, Esq./ LKLB Of Florida Inc.

Requests: Special exception to allow for the use of 43 parking spaces in an existing parking lot located within the Downtown zoning district.

Physical Address: 1479 Estero Blvd

STRAP #: 19-46-24-W4-0060B.0100

FLU: Pedestrian Commercial

Zoning: Downtown

Adjacent zoning and land uses:

North: CANAL

South: DOWNTOWN
Commercial Parking Lot

East: DOWNTOWN
Multi-Family Condominium

West: DOWNTOWN
Commercial Parking Lot

II. BACKGROUND AND ANALYSIS

Background:

The applicant is proposing to allow all 43 parking spaces currently located at 1479 Estero Blvd ("Lani Kai") to be utilized for commercial parking purposes. The lot exists in the Downtown zoning district and is adjacent to other complimentary uses, including at least three parking lots, two of which are known to be used exclusively for commercial parking purposes, including a parking lot approximately 200-feet west of the subject property and owned by "Lani Kai LP."

The applicant has stated in their submission that the lot has been used for commercial parking for many years, even prior to the Town's incorporation. Staff cannot verify this claim since the Town has no approved Special Exceptions or prior approvals for seasonal parking lots in its records. The Land Development Code (LDC) allows for the use of 13 of the existing space for a commercial parking lot, although a Special Exception is required. The LDC requires the remaining 30 spaces be dedicated to supporting the 25 hotel/ motel units which exist in the building at 1479 Estero Blvd.

At its December 10th, 2024 meeting, the LPA voted 6-1 to approve the Special Exception application with the conditions listed in this staff report. Staff and attorney have included an additional condition, #1 The approval is conditioned on obtaining several variances to allow the applicant to maintain the current site conditions and parking plan, which does not currently comply with the LDC. The LPA voted to "continue to a date uncertain" the review of that request. Staff will be presenting the Variance application to the LPA again on January 9th, 2025. If the Town Council votes to approve the Special Exception application, it must be subject to obtaining the needed variances.

Analysis:

The hotel/ motel structure at 1479 Estero Blvd was built on or around 1984, per the publicly available LEEPA records. Per the applicant there are 25 units in the building on this lot, the provided 43 parking spaces serve that use. The hotel/motel use requires 30 parking spaces and leaves 13 parking spaces available for commercial parking. The applicant has concurrently requested four variances (VAR20240233)

under a separate application. The requested variances need to be approved to allow the applicant to dedicate the 13 spaces to a commercial use.

The LDC Sec. 34-2011(2)(a) and 34-2019(a) allow for an applicant to propose commercial parking on a site where they have at least 10 parking spaces, through the Special Exception process.

Neighborhood Compatibility:

The subject property is within the Downtown zoning district and is generally surrounded by other parking lots, hotels, condominiums and residential uses. It does not seem that approval of the Special Exception would measurably change the character or intensity of the neighborhood. It should be noted that the adjacent lot (1397 Estero Blvd.; “Norm’s Lot”) has been granted a Special Exception to operate a similar commercial parking lot. The requirements of that approval included a stormwater retention area and landscaping buffers.

Findings and Conclusions:

Special Exception Findings

LDC Sec. 34-88(b) sets forth the required findings and conclusions for the approval of a special exception:

- 1) *Whether there exist changed or changing conditions which make approval of the request appropriate.*

The applicant claims that they have been utilizing the subject property for commercial parking for years, staff cannot confirm this assertion but if approved they would continue much as they had prior to the storm. Staff does not assess that approval would change the conditions that existed prior to Hurricane Ian.

- 2) *Whether the request is consistent with the goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan.*

Policy 1-A-2 states: The town should develop a sidewalk and streetscape plan for all of Estero Boulevard that builds on the design theme of the 1997 improvements from Times Square and to the Lani Kai. This plan should recreate the historic “Avenue of Palms” concept by adding appropriate palm trees such as coconuts on both sides between the sidewalk and new curbs. This plan should also address related needs such as parking and trolley pull-offs, and should be sufficiently detailed to estimate costs and suggest potential phases

of construction. The applicant is proposing to remove LDC requirements which would support “streetscaping” adjacent to the property or landscape improvements to the property itself.

LDC Sec. 34-2019(a) states that a special exception may be approved for “Parking spaces that are not in daily use and are located in parking lots having ten or more parking spaces and meeting the other requirements of this division may be rented to the general public during peak periods.” The subject parcel existed pre-Hurricane Ian and contains more than 10 parking spaces.

- 3) *Whether the request meets or exceeds all performance and locational standards for the proposed use.*

The request will comply with local, state, and federal air, noise and water pollution standards. It will not adversely affect water quality and it will not create a nuisance to adjacent properties.

- 4) *Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.*

The request will maintain what was previously constructed on this property. It will not have an additional negative impact.

- 5) *Whether the request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.*

There is no anticipated additional negative impact or injury to surrounding properties.

- 6) *Whether a requested use will be in compliance with the applicable general zoning provisions and supplemental regulations set forth in Chapter 34 of the Land Development Code.*

The applicant is requesting 4 variances through a separate Variance application (VAR20240233) to waive minimum parking count requirements, drainage compliance, landscaping and internal circulation design standards. If both the Special Exception and Variances are approved this plan would not be in compliance with Town’s LDC.

III. RECOMMENDATION

Staff finds that the special exception to approve the use of 43 parking spaces for commercial parking is not in compliance with item 6 of Sec. 34-88(b) or the Comprehensive Plan’s for “streetscaping” on Estero Blvd. Therefore, staff

recommends **DENIAL** of **SEZ20240186** for the approval of the lot to be used for commercial parking activities. Should the Town Council desire to approve the Special Exception, it must be subject to the conditions which follow below.

IV. CONDITIONS OF APPROVAL

1. The Special Exception shall not be valid without the approval of necessary variances (as stated in VAR 20240233) from landscape and parking lot design requirements.
2. Applicant shall create a parking plan for all three of their parking areas with the size/square footage and number of lodging uses of the associated uses identified per LDC sec. 34-2018
3. A new special exception must be applied for each time an LDO/ DO is applied for, or any structures are developed/ reconstructed.
4. Approval of this special exception does not give the Applicant an undeniable right to permit approval. Development 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.
5. The applicant must apply for and receive all state and local permits required for the reconstruction of all proposed structures.
6. Any violation of the conditions of approval shall render the special exception null and void.
7. Property owners shall develop a plan to engage with customers of the commercial lot no less than 40-feet into the property to allow for stacking that approximates requirements for lots which are developing gates within 100-feet of Estero Blvd.
8. Two-way drive aisles must meet minimum Fire Department widths, this will be assessed during an LDO/ DO as required by the LDC.
9. The applicant must obtain an approved lighting plan as outlined in LDC Sec. 34-1834.

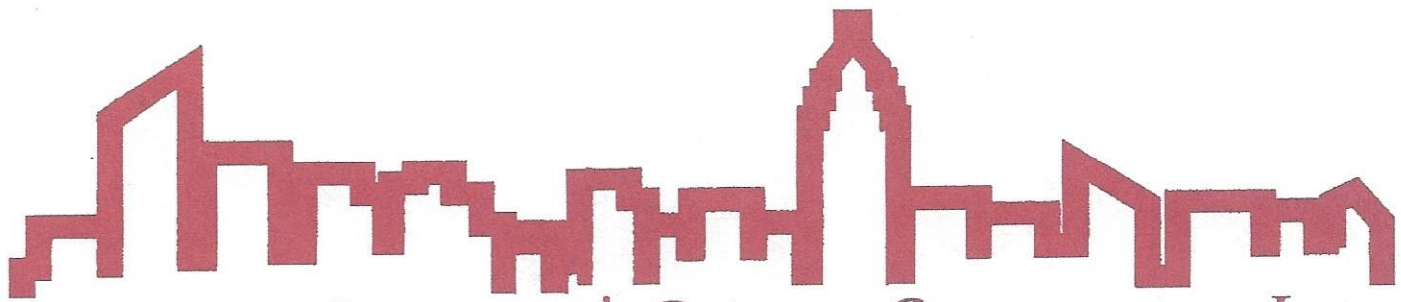
Staff Report Exhibits:

Exhibit A - Previously Approved LDO/Site Plan

Exhibit B- Public Hearing Application

Exhibit C – Insufficiency Letter

Exhibit D – Applicant Response to Insufficiency Letter



CONIDARIS BUILDERS & GENERAL CONTRACTORS, INC.

St. Lic. #CGC 059201 CUC 046019
15645 Pine Ridge Road • Fort Myers, FL 33908
Phone: 239-415-7671 • Fax: 239-415-2886
ConidarisBuilder@aol.com

Town of Fort Myers Beach
Building Department
Attention: Kelly Bhutada
August 12, 2020
Ref: Application for Limited Development Order #20200045
1479 Estero Blvd. Fort Myers Beach, FL 33931

In response to your letter dated 07-29-2020, listed below is the additional information provided please see attached revised site plan.

Zoning:

1. Total number of parking spaces: There is a total of 51 parking spots. (2 Handicap spots plus 49 parking spots)
2. Please see site plan showing signage and marking details.
3. (Part 1) All Parking spots will be delineated with all-weather paint not less than 4" in width. Additional Handicap spots will be outlined with blue paint with a posted above grade sign per code.

(Part 2) The existing storm water drainage water system on this property will not be affected by this job.
4. How many uses does this parking lot serve? One, it is for Lani Kai Guests parking only.
5. This project does not include additional impervious surface.

Building Comments:

1. Please provide ADA Space with FBC Accessibility. (Please see site plan)

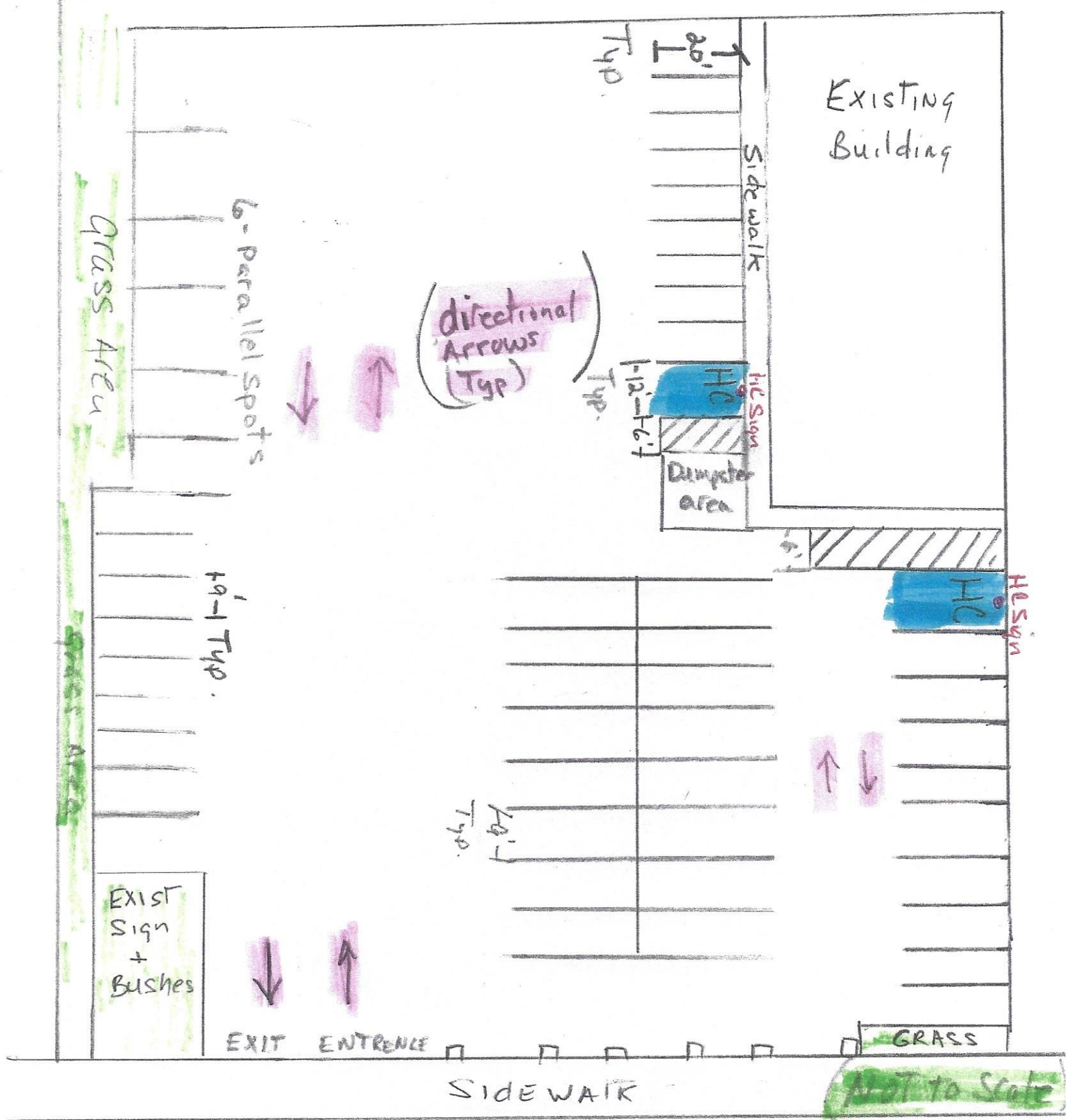
If you have any questions or concerns please feel free to contact us at 239-415-7671.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Conidaris", with a stylized flourish at the end.

Michael Conidaris

43 parking Spots
 6 parallel Spots
 2 H/C spots



1479 ESTERO Blvd.



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

This is a first part of a two-part application. Please be sure to fill out this form, which requires general information, as well as the Supplemental Form application specific to action requested for the subject property. Please submit a complete Public Hearing application with required, supplemental information, exhibits and documents to zoningpermits@fmbgov.com. Please do not submit the instructions at the end of the application.

Site Address: 1479 Estero Blvd, Fort Myers Beach, FL 33931

STRAP Number: 19-46-24-W4-0060B.0070

Applicant: LKLB of Florida Inc. Phone: 239-463-3111

Contact Name: Robert B. Burandt, Esq. Phone: 239-542-4733

Email: robert@capecoralattorney.com Fax: 239-542-9203

Current Zoning District: Hotel/Motel

Future Land Use Map (FLUM) Category: Mixed Use

FLUM Density Range: _____ Platted Overlay: ☐ YES ☐ NO

ACTION REQUESTED

☒ Special Exception

☐ Variance

☐ Conventional Rezoning

☐ Planned Development ☐ Commercial ☐ Residential

☐ Master Concept Plan Extension

☐ Appeal of Administrative Action

☐ Vacation of Platted Right-of-way and Easement

☐ Other – cite LDC Section: _____

SUPPLEMENTAL FORM REQUIRED

PH-A

PH-B

PH-C

PH-D

PH-E

PH-F

PH-G

attach on separate sheet

PART I – General Information

A. Applicant*: LKLB of Florida Inc., Robert B. Burandt, Esq. Phone: 239-542-4733

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

Applicant Mailing Address: 1714 Cape Coral Parkway East, Cape Coral, FL 33904

Email: robert@capecoralattorney.com Fax: 239.542.9203

Contact Name: Robert B. Burandt Phone: 239-542-4733



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

B. Relationship of Applicant to subject property:

- | | | |
|---|---|--|
| ☐ Owner* | ☐ Land Trust* | ☐ Partnership* |
| ☐ Corporation* | ☐ Association* | ☐ Condominium* |
| ☐ Subdivision* | ☐ Timeshare Condo* | ☐ Contract Purchaser* |
| ☒ Authorized Representative* | ☐ Other* (please indicate) _____ | |

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

C. Authorized Agent(s). Please list the name of Agent authorized to receive correspondence Agents

Name: Robert B. Burandt, Esq. Phone: 239-542-4733
Address: 1714 Cape Coral Parkway East, Cape Coral, FL 33904
Email: robert@capecoralattorney.com Fax: 239.542.9203

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

Name: _____ Phone: _____
Address: _____
Email: _____ Fax: _____

Name: _____ Phone: _____
Address: _____
Email: _____ Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

- ☒ Special Exception
- ☐ Variance from LDC Section _____ - _____
- ☐ Conventional Rezoning from _____ to _____
- ☐ Planned Development
- ☐ Rezoning from _____ to ☐ Commercial PD ☐ Residential PD
- ☐ Amendment. List the project number: _____
- ☐ Extension/reinstatement of Master Concept Plan. List project number: _____



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

☐ Appeal of Administrative Action

☐ Vacation

☐ Right-of-Way

☐ Easement

☐ Other. Please Explain: Special Exception to allow paid public parking.

PART III – Waivers

Please indicate any specific submittal items that have been waived by the Director for the request. Attach a copy of the signed approval as Exhibit 3-1. (Use additional sheets if necessary)

Code Section: _____ Description: _____

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV – Property Ownership (Single Owner)

☐ Single Owner (individual or husband and wife)

Name: _____ Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, Robert B. Burandt, Esq. swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

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



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

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

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

Signature

Robert Burandt

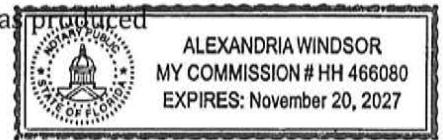
Printed Name

STATE OF FLORIDA COUNTY OF Lee

The foregoing instrument was certified and subscribed before me by means of X physical presence OR _____ online notarization, this 5 day of June, 2024, by

_____, ☒ who is personally known to me OR ☐ who has produced

_____ as identification.



(SEAL)

Notary Public Signature

PART V

Property Ownership (Multiple Owners)

☐ Multiple Owners (including corporation, partnership, trust, association, condominium, timeshare, or subdivision)

- ☐ Complete Disclosure of Interest Form (see below)
- ☐ Attach list of property owners as Exhibit 5-1
- ☐ Attach map showing property owners interests as Exhibit 5-2 (for multiple parcels)
- ☐ For condominiums and timeshares see Explanatory Notes Part V - Exhibit 5-3
- ☐ Letter of Opinion - Exhibit 5-4

DISCLOSURE OF OWNERSHIP INTEREST

If the property is owned in fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest.

Name and Address

Percentage Ownership



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each.

Name, Address and Office

Robert Conidaris

Percentage of Stock

100%

If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with percentage of interest.

Name and Address

Percentage of Interest

If the property is in the name of a GENERAL PARTNERSHIP OR LIMITED PARTNERSHIP, list the names of the general and limited partners.

Name and Address

Percentage of Ownership

If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners.

Name, Address and Office

Percentage of Stock



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

Date of Contract: _____

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust.

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final certificate of compliance, a supplemental disclosure of interest must be filed.

The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.

_____ Signature	_____ Printed Name
--------------------	-----------------------

AFFIDAVIT

APPLICATION IS SIGNED BY A CORPORATION, LIMITED LIABILITY COMPANY (L.L.C.), LIMITED COMPANY (L.C.), PARTNERSHIP, LIMITED PARTNERSHIP, OR TRUSTEE

I, Robert B. Burandt, Esq. (name), as Attorney (title) of LKLB of Florida Inc. (company), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

1. I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the Town of Fort Myers Beach in accordance with this application and the Land Development Code;
2. All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;
3. I have authorized the staff of Fort Myers Beach Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
4. The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.



COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION for PUBLIC HEARING

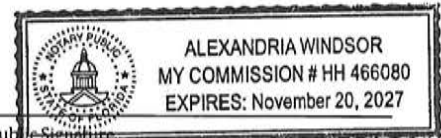
LKLB of Florida Inc.
Name of Entity (corporation, partnership, LLP, LLC, etc)
[Signature]
Signature
Robert B. Burandt, Esq.
Typed or Printed Name
Attorney
Title
6/5/24
Date

STATE OF FLORIDA COUNTY OF Lee

The foregoing instrument was certified and subscribed before me by means of X physical presence OR ☐ online notarization, this 5 day of June, 2024, by [Signature] ☒ who is personally known to me OR ☐ who has produced _____ as identification.

Seal

Notary Public



PART VI- Property Information

A. Legal Description:

STRAP: 19-46-24-W4-0060B.0070

Property Address: 1479 Estero Blvd., Fort Myers Beach, FL 33931

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee County? ☐ No. Attach a legible copy of the legal description as Exhibit 6-1.

☒ Yes. Property identified in subdivision: Venetian Gardens

Book: 6 Page: 70 Unit: _____ Block: B Lot(s): 7+8+E 1/2

of Lot 9+28+29+ VAC RD R/W OR 553 PG 797

B. Boundary Survey:

☒ Attach a Boundary Survey of the property meeting the minimum standards of Chapter 61G17-6 of the Florida Administrative Code. A Boundary Survey must bear the raised seal and original signature of a Professional Surveyor and Mapper licensed to practice Surveying and Mapping by the State of Florida. Attach and label as Exhibit 6-2.



COMMUNITY DEVELOPMENT DEPARTMENT APPLICATION for PUBLIC HEARING

C. Property Dimensions:

Width (please provide an average width if irregular in shape) Front 125' Back 100' feet

Depth (please provide an average width if irregular in shape) 270 feet

Frontage on street: 125 feet. Frontage on waterbody: _____ feet

Total land area: 30,725 ☐ acres ☒ square feet

D. General Location of Subject Property (from Sky Bridge or Big Carlos Pass Bridge):

Go over the bridge and turn left, go down 1/6 of a mile on your left-hand side.

☒ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

☐ A list of deed restrictions and/or covenants affecting the subject property is attached as Exhibit 6-4.

☐ A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit 6-5.

F. Surrounding Property Owners (these items can be obtained from the Lee County Property Appraiser):

☒ Attach a list of surrounding property owners within 500 feet as Exhibit 6-6.

☐ Attach a map showing the surrounding property owners as Exhibit 6-7.

☐ Provide Staff with two (2) sets of surrounding property owner mailing labels.

G. Future Land Use Category (see Future Land Use Map):

☐ Low Density

☒ Mixed Residential

☐ Boulevard

☐ Pedestrian Commercial

☐ Marina

☐ Recreation

☐ Wetlands

☐ Platted Overlay



Case# _____

Date Received: _____

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-A

Additional Required Information for a Special Exception Application

This is the second part of a two-part application. This part requests specific information for a special exception. Include this form with the Request for Public Hearing form.

Project Name: Lani Kai Bay Front
Authorized Applicant: Robert B. Burandt, Esq.
LEEPA STRAP Number(s): 19-46-24-W4-0060B.0070

Current Property Status:			
Current Zoning: Hotel/Motel			
Future Land Use Map (FLUM) Category: Proposed mixed use			
Platted Overlay?	☐ yes	☐ no	FLUM Density Range:

Requested Action:

☐	Use of premises in the EC (Environmentally Critical) zoning district for:
☒	Use of premises in the _____ zoning district for:
The Property is a 25-unit Motel with 43 parking spaces which are 18 x 9 feet. The drive aisle width is 20 feet with one handicapped parking space see Exhibit #1 attached hereto and incorporated herein.	

PART I Narrative Statements

A. Request for: (indicate the proposed use that requires a special exception)

Applicant is requesting to continue to use the parking lot for the Bayside Hotel for public paid parking,
without modifications to the parking lot, landscaping or other requirements.

B. Reasons for request: (state how the property qualifies for a special exception and what impact granting the request could have on surrounding properties. Direct these statements toward the guidelines in LDC Section 34-88)

The property qualifies for a Special Exception because:

This property has been used for public paid parking since before the town was incorporated and will have no adverse effect on the surrounding property on their use.

The Times Square area of the Beach needs more public parking. Traffic is very congested because visitors have no place to park.



There is a canal to the right of the property and a Condominium to the South. This property has continually been used as public parking since the late 80s early 90s.

Page 46 of 275

10/26/23, 10:00 AM

LDO20230196- Approved job site

Lani Kai permit 1.jpg

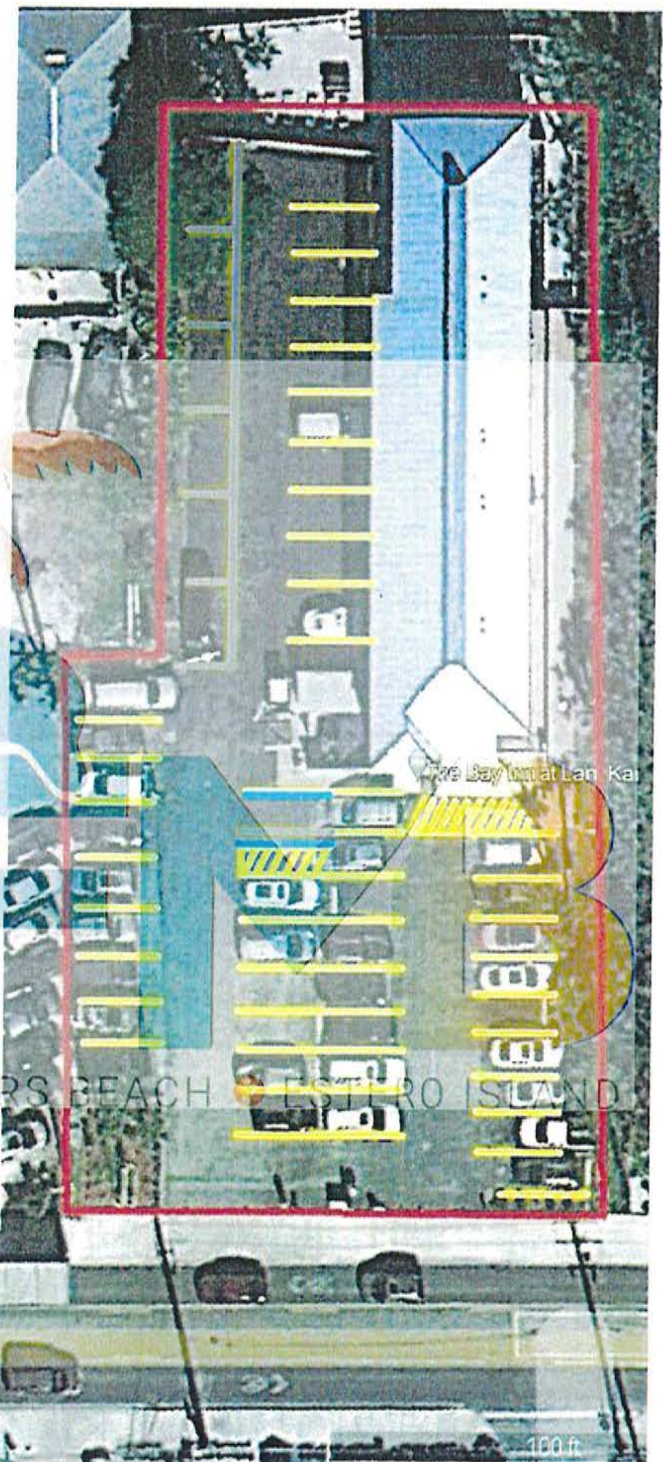
Lani Kai

Address:

1401 Estero Blvd
Fort Myers, FL

Work Description:

- Sealcoat parking lot within the red boundary line. Restripe all existing parking stall lines (yellow) and 6" linear line (yellow).
- No changes to parking lot, strictly sealcoating and restriping only. Each parking stall has the dimensions of 18' x 9'.
- The drive aisle width is 20 feet. There are a total of 43 regular parking spaces and no handicap spaces.
- We are adding zero pole mounted or building mounted lights on site.
- Parallel parking spaces will be removed to accommodate a wide enough drive aisle for the nearby parking.
- One (1) handicap stall will be striped. The dimensions are 18' x 12' with 5' access aisle (ADA compliant).





Simon Holmes

November 10, 2023

RE: 1479 Estero Blvd, Fort Myers Beach
Strap # 19-46-24-W4-0060B.0070
LDO Application 20230196- Type 8- Resub 2

Dear Mr. Holmes,

Your application for a Limited Development Order has been **approved** by the Town of Ft. Myers Beach for the modifications proposed on the property located at 1479 Estero Blvd.

Request: request to reseal/ restripe of the parking lot and add 1 handicap stall will be striped.

THIS LIMITED DEVELOPMENT ORDER WILL BE VALID FOR A PERIOD OF UP TO THREE (3) YEARS AND IS SCHEDULED TO EXPIRE ON 11/10/2026.

Please contact the Town's Planning Department to schedule a final inspection once the job is complete by emailing zoningpermits@fmbgov.com.

This approval does not relieve the development from the responsibility to obtain all necessary Federal, State and Local permits. If you have any questions concerning this matter, please contact the Community Development Department office at (239) 765-0202.

Sincerely,
Sakshi
Planner
Town of Fort Myers Beach
Community Development Department



Property Data

STRAP: 19-46-24-W4-0060B.0070 Folio ID: 10477703

[Hurricane Ian Tax Roll Value Letter](#) [Tax Refund Status](#)

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Owner Of Record - Sole Owner

[\[Change Mailing Address\]](#)

LKLB OF FLORIDA INC
1400 ESTERO BLVD
FORT MYERS BEACH FL 33931



[\[Tax Map Viewer\]](#) [\[View Comparables\]](#)



[\[Pictometry Aerial Viewer\]](#)

Site Address

Site Address maintained by [E911 Program Addressing](#)

1479 ESTERO BLVD
FORT MYERS BEACH FL 33931

ALTERNATE ADDRESS INFORMATION:

1401 ESTERO BLVD

Property Description

Do not use for legal documents!



VENETIAN GARDENS BLK B PB 6 PG 70 LOTS 7 + 8 + E 1/2
OF LOT 9 + 28 + 29 + VAC RD R/W OR 553 PG 797

[View Recorded Plat at LeeClerk.org](#) - Use this link to do an Official
Records search on the Lee County Clerk of Courts website, using 6 and
70 for the book and page numbers.

Attributes and Location Details

Total Bedrooms / Bathrooms	0 / 24.0
Gross Building Area	11,128
1st Year Building on Tax Roll	1984
Historic Designation	No

Township	Range	Section	Block	Lot
46	24E	19	0060B	0070
Municipality	Latitude	Longitude		
Town of Fort Myers Beach	26.45186	-81.95067		

Image of Structure



◀ Photo Date March of 2023 ▶ ☐ View other photos

Last Inspection Date: 01/30/2024

[View Parcel on Google Maps](#)

Property Values / Exemptions / TRIM Notices

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No existing exemptions found for this property.

TRIM Notices	Tax Year	Just	Land	Market Assessed	Capped Assessed	Exemptions	Classified Use	Taxable
	Current	3,385,424	2,422,703	3,385,424	1,786,318	0	0	1,786,318
2023 Values / Additional Info	2023	2,422,713	2,422,703	2,422,713	1,623,925	0	0	1,623,925
2022 Values / Additional Info	2022	1,931,798	1,247,740	1,931,798	1,476,295	0	0	1,476,295
2021 Values / Additional Info	2021	1,430,992	968,123	1,430,992	1,342,086	0	0	1,342,086
2020 Values / Additional Info	2020	1,418,708	803,480	1,418,708	1,220,078	0	0	1,220,078
2019 Values / Additional Info	2019	1,192,733	632,550	1,192,733	1,109,162	0	0	1,109,162
2018 Values / Additional Info	2018	1,149,876	650,705	1,149,876	1,008,329	0	0	1,008,329
2017 Values / Additional Info	2017	1,232,621	697,531	1,232,621	916,663	0	0	916,663

2016 Values	2016	1,232,461	696,837	1,232,461	833,330	0	0	833,330
2015 Values	2015	1,159,494	533,520	1,159,494	757,573	0	0	757,573
2014 Values	2014	996,101	531,765	996,101	688,703	0	0	688,703
2013 Values	2013	1,096,712	650,000	1,096,712	626,094	0	0	626,094
2012 Values	2012	569,176	303,852	569,176	569,176	0	0	569,176
2011 Values	2011	521,836	278,579	521,836	521,836	0	0	521,836
2010 Values	2010	777,169	550,285	777,169	675,532	0	0	675,532
	2009	893,360	681,490	893,360	893,360	0	0	893,360
	2008	1,090,900	860,910	1,090,900	1,090,900	0	0	1,090,900
	2007	1,418,620	1,115,680	1,418,620	1,418,620	0	0	1,418,620
	2006	1,747,370	1,369,520	1,747,370	1,747,370	0	0	1,747,370
	2005	1,632,800	1,465,440	1,632,800	1,632,800	0	0	1,632,800
	2004	991,690	885,670	991,690	991,690	0	0	991,690
	2003	988,290	885,250	988,290	988,290	0	0	988,290

The **Just** value is the total parcel assessment (less any considerations for the cost of sale). This is the closest value to *Fair Market Value* we produce and is dated as of January 1st of the tax year in question ([F.A.C. 12D-1.002](#)).

The **Land** value is the portion of the total parcel assessment attributed to the land.

The **Market Assessed** value is the total parcel assessment (less any considerations for the cost of sale) based upon the assessment standard. Most parcels are assessed based either upon the *Highest and Best Use* standard or the *Present Use* standard ([F.S. 193.011](#)). For *Agriculturally Classified* parcels (or parts thereof), only agricultural uses are considered in the assessment ([F.S. 193.461 \(6\) \(a\)](#)).

The difference between the *Highest and Best Use/Present Use* and the *Agricultural Use* is often referred to as the *Agricultural Exemption*.

(i.e. Market Assessed = Just - Agricultural Exemption)

The **Capped Assessed** value is the *Market Assessment* after any *Save Our Homes* or *10% Assessment Limitation* cap is applied. This assessment cap is applied to all properties and limits year-to-year assessment increases to either the *Consumer Price Index* or 3%, whichever is lower for Homestead properties OR 10% for non-Homestead properties.

The **Exemptions** value is the total amount of all exemptions on the parcel.

The **Taxable** value is the *Capped Assessment* after exemptions (*Homestead, etc.*) are applied to it. This is the value that most taxing authorities use to calculate a parcel's taxes.
(i.e. Taxable = Capped Assessed - Exemptions)

Property Details (Current Working Values)

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Land

Land Tracts

Use Code	Use Code Description	Number of Units	Unit of Measure
3900	Motel	30753.00	Square Feet
2016	Boat Units - B	4.00	Units

Land Features

Description	Year Added	Units
SEAWALL - CONCRETE	1984	100
BLACK TOP - IMPROVED	1984	10,200
DOCK - BOAT - WOODEN	1984	1,000

Buildings

Building 1 of 1

Building Characteristics

Improvement Type	Model Type	Stories	Living Units
47 - Hotel/Motel - High Rise	7 - APT/HOTEL/CLUBS	3.0	0
Bedrooms	Bathrooms	Year Built	Effective Year Built
0	24.0	1984	1986

Building Subareas

Description	Heated / Under Air	Area (Sq Ft)
BAS - BASE	Y	3,627
FOF - FAIR OFFICE	Y	247

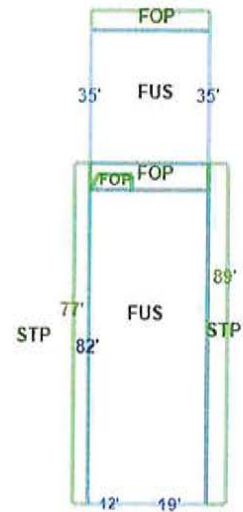
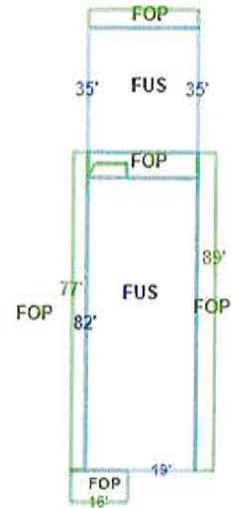
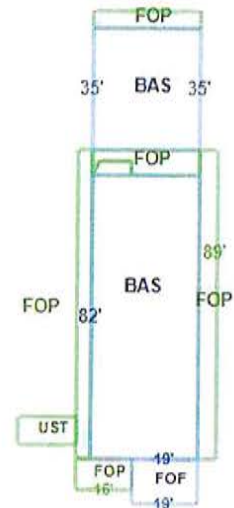
FOP - FINISHED OPEN PORCH	N	1,277
FOP - FINISHED OPEN PORCH	N	1,317
FOP - FINISHED OPEN PORCH	N	372
FUS - FINISHED UPPER STORY	Y	3,627
FUS - FINISHED UPPER STORY	Y	3,627
STP - STOOP	N	801
UST - UNFINISHED UTILITY	N	176

Building Front Photo



Photo Date: March of 2023

Building Footprint





Property Details (2023 Tax Roll)



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Land

Land Tracts

Use Code	Use Code Description	Number of Units	Unit of Measure
3900	Motel	30753.00	Square Feet
2016	Boat Units - B	4.00	Units

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Buildings

Building 1 of 1

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Building Subareas

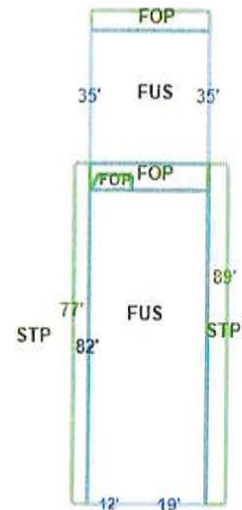
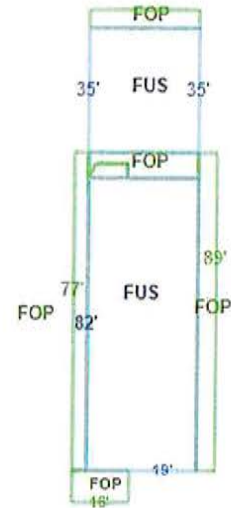
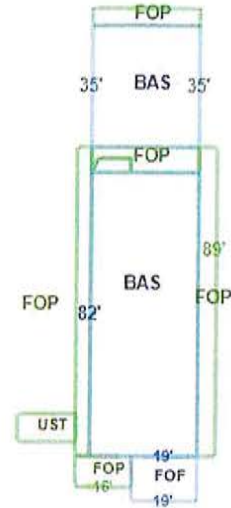
Description	Heated / Under Air	Area (Sq Ft)
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FOF - FAIR OFFICE	Y	247
FOP - FINISHED OPEN PORCH	N	1,277
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FUS - FINISHED UPPER STORY	Y	3,627
STP - STOOP	N	801
UST - UNFINISHED UTILITY	N	176

Building Front Photo



Photo Date: March of 2023

Building Footprint



Taxing Authorities

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TOWN OF FM BCH / FM BCH DOWNTOWN REDEV / 277

Name / Code	Category	Mailing Address
LEE CO GENERAL REVENUE / 044	County	LEE COUNTY OFFICE OF MGMT & BUDGET PO BOX 398 FORT MYERS FL 33902-0398
FORT MYERS BEACH FIRE CONTROL DIST / 032	Independent District	FORT MYERS BEACH FIRE CONTROL DIST 100 VOORHIS ST FORT MYERS BEACH FL 33931
FORT MYERS BEACH MOSQUITO CONTROL / 035	Independent District	FORT MYERS BEACH MOSQUITO CONTROL PO BOX 2837 FORT MYERS BEACH FL 33932-2837
FORT MYERS BEACH PUBLIC LIBRARY DIST / 033	Independent District	FORT MYERS BEACH PUBLIC LIBRARY DIST 2755 ESTERO BLVD FORT MYERS BEACH FL 33931
LEE CO HYACINTH CONTROL DIST / 051	Independent District	LEE CO HYACINTH CONTROL DIST 15191 HOMESTEAD RD LEHIGH ACRES FL 33971
WEST COAST INLAND NAVIGATION DIST / 098	Independent District	WEST COAST INLAND NAVIGATION DIST 200 MIAMI AVE E VENICE FL 34285-2408
TOWN OF FORT MYERS BEACH FLORIDA / 118	Municipal	TOWN OF FORT MYERS BEACH 2523 ESTERO BLVD FORT MYERS BEACH FL 33931
PUBLIC SCHOOL - BY LOCAL BOARD / 012	Public Schools	LEE COUNTY SCHOOL BOARD BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
PUBLIC SCHOOL - BY STATE LAW / 013	Public Schools	LEE COUNTY SCHOOL BOARD BUDGET DEPARTMENT 2855 COLONIAL BLVD FORT MYERS FL 33966
SFWMD-DISTRICT-WIDE / 110	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406
SFWMD-EVERGLADES CONSTRUCTION PROJECT / 084	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406
SFWMD-OKEECHOBEE BASIN / 308	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406

Sales / Transactions

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Sale Price	Date	Clerk File Number	Type	Notes	Vacant/ Improved
618,400.00	08/22/2002	3711/181	03		I
100.00	07/01/1983	1679/972	04		I

[View Recorded Plat at LeeClerk.org](https://www.leeclerk.org)

Use the above link to do a search on the Lee County Clerk of Courts website, using **553** and **70** for the book and page numbers and **Official Records** for the book type.

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free [Property Fraud Alert](#).

Building / Construction Permit Data

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Permit Number	Permit Type	Date
231283	AC New / Change out	02/10/2023
224696	Electric	12/06/2022
221248	Electric	08/05/2022
ROF17-0048	Roof	06/07/2017
SGN15-0023	Building Miscellaneous	09/09/2015

IMPORTANT: THIS MAY NOT BE A COMPREHENSIVE OR TIMELY LISTING OF PERMITS ISSUED FOR THIS PROPERTY.

Note: The Lee County Property Appraiser's Office does not issue or maintain any permit information. The Building / Construction permit data displayed here represents only those records this Office may find necessary to conduct Property Appraiser business. Use of this information is with the understanding that in no way is this to be considered a comprehensive listing of permits for this or any other parcel.

The Date field represents the date the property appraiser received information regarding permit activity; it may or not represent the actual date of permit issuance or completion.

Full, accurate, active and valid permit information for parcels can only be obtained from the [appropriate permit issuing agency](#).

Parcel Numbering History

Generated on 5/17/2024 3:44 PM

Prior STRAP	Prior Folio ID	Renumber Reason	Renumber Date
19-46-24-W4-0060A.0280	10477702	Split (From another Parcel)	05/09/2003
19-46-24-W4-03600.2040	10228544	Combined (With another parcel-Delete Occurs)	05/09/2003
19-46-24-W3-03600.2050	N/A	Combined (With another parcel-Delete Occurs)	05/09/2003
19-46-24-W4-03600.1010	10228543	Combined (With another parcel-Delete Occurs)	05/09/2003

Solid Waste (Garbage) Roll Data

Generated on 5/17/2024 3:44 PM

Solid Waste District	Roll Type	Category	Unit / Area	Tax Amount
001 - Service Area 1	C - Commercial Category	D	11855	1,248.75
Collection Days				
Garbage	Recycling	Horticulture		
Thursday	Thursday	Thursday		

Flood and Storm Information

Generated on 5/17/2024 3:44 PM

Community	Panel	Version	Date	Evacuation Zone
071C	0554	G	11/17/2022	A

Generated on 5/17/2024 3:44 PM

SURVEY PLAT

OF
A PARCEL OF LAND
LYING IN

SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA

DESCRIPTION: THIS PLAT SHOWS THE EAST 1/2 OF LOT 6, BLOCK "A" AND LOT 28 AND 29, BLOCK "A" AND LOT 7 AND 8, BLOCK "B", VENEZIA GARDENS, A SUBDIVISION IN SECTION 15, TWP. 46S., RGE. 24E., LEE COUNTY, FLORIDA AS SHOWN IN PLAT BOOK 6 PAGE 70, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

NOTES:

SURVEY BASED ON THE RECORD PLAT OF VENEZIA GARDENS, THE LANE KAI AND BEACH RESORT DECLARATION OF CONVEYANCE, AND THE RECORD PLAT OF THE LANE KAI AND BEACH RESORT DECLARATION OF CONVEYANCE, SURVEY MAPS OF ESTERO BOULEVARD (COUNTY ROAD 665) PREPARED BY BEAN, WHITAKER, LUTZ AND WARD, DATED APRIL 2010, AND FOUND MONUMENTATION.

BEARINGS ARE BASED ON THE HIGH-OF-WAY CONTROL SURVEY MAPS OF ESTERO BOULEVARD (COUNTY ROAD 665) PREPARED BY BEAN, WHITAKER, LUTZ AND WARD, DATED APRIL 2010 WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ESTERO BOULEVARD AS BEARING 270°27'31"E. NO BEARINGS ARE SHOWN ON THE RECORD PLAT OF VENEZIA GARDENS.

COORDINATES SHOWN HEREON ARE STATE PLANE GRID FOR THE FLORIDA WEST ZONE (NORTH AMERICAN DATUM 1983/1980 ADJUSTMENT) BASED ON GLOBAL POSITIONING SYSTEM (GPS) TIES TO THE FLORIDA HIGH PRECISION GEODETIC NETWORK INCLUDING NATIONAL GEODETIC SURVEY CONTROL MONUMENT "8009-1".

DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND N.C.S. BENCHMARKS 0-245, H-245 AND J-245.

PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS- OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

PARCEL LIES IN FLOOD ZONE AS WITH BASE FLOOD ELEVATIONS OF 11' AND 12' PER FLOOD INSURANCE RATE MAP NUMBER 1207100204G, COMMUNITY NAME: TOWN OF FORT MYERS BEACH AND COMMUNITY NUMBER: 120073 WITH EFFECTIVE DATE AND INDEX DATE BEING 11-17-2022.

THE F.E.M.A. FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. ANY WORK ON APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.

IRON RODS "SET" ARE 5/8" X 18" REBAR WITH YELLOW CAP BEARING CORPORATION NO. 130287 UNDERGROUND IMPROVEMENTS, UTILITIES AND/OR FOUNDATIONS WERE NOT LOCATED UNLESS OTHERWISE NOTED.

WETLANDS, IF ANY, WERE NOT LOCATED.

THIS PLAT PREPARED AS A BOUNDARY SURVEY AND IS NOT INTENDED TO DELINEATE THE JURISDICTION OR FUNCTIONAL ADJUDICATION OF ANY FEDERAL, STATE, REGIONAL OR LOCAL, AGENCY, BOARD, COMMISSION OR OTHER ENTITY.

PARCEL CONTAINS 0.87 ACRES (28,897 SQUARE FEET), MORE OR LESS.

SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN SURVEY (1:115,000).

SITE ADDRESS: 1479 ESTERO BOULEVARD, FORT MYERS BEACH FL 33931.

PARCEL STRAP NO. 19-46-24-84-00008 0070

DATE OF LAST FIELD WORK: 01-30-2023.

Stephen F.
Shawles II, P.S.M.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED SEAL OF A FLORIDA SURVEYOR.

HALEY WARD, INC. AND APPROPRIATE

STEPHEN F. SHAWLES, P.S.M., M.L. 12418

HALEY WARD, INC. 1479 ESTERO BOULEVARD, FORT MYERS BEACH, FL 33931

THIS SURVEY WAS PREPARED WITHOUT DEPENDENT ON ANY FLOOD INFORMATION. ANY WORK ON APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.

SHOULD BE RETURNED TO THE ATTORNEY AT LAW.

LANI KAI AND BEACH RESORT - BOUNDARY SURVEY

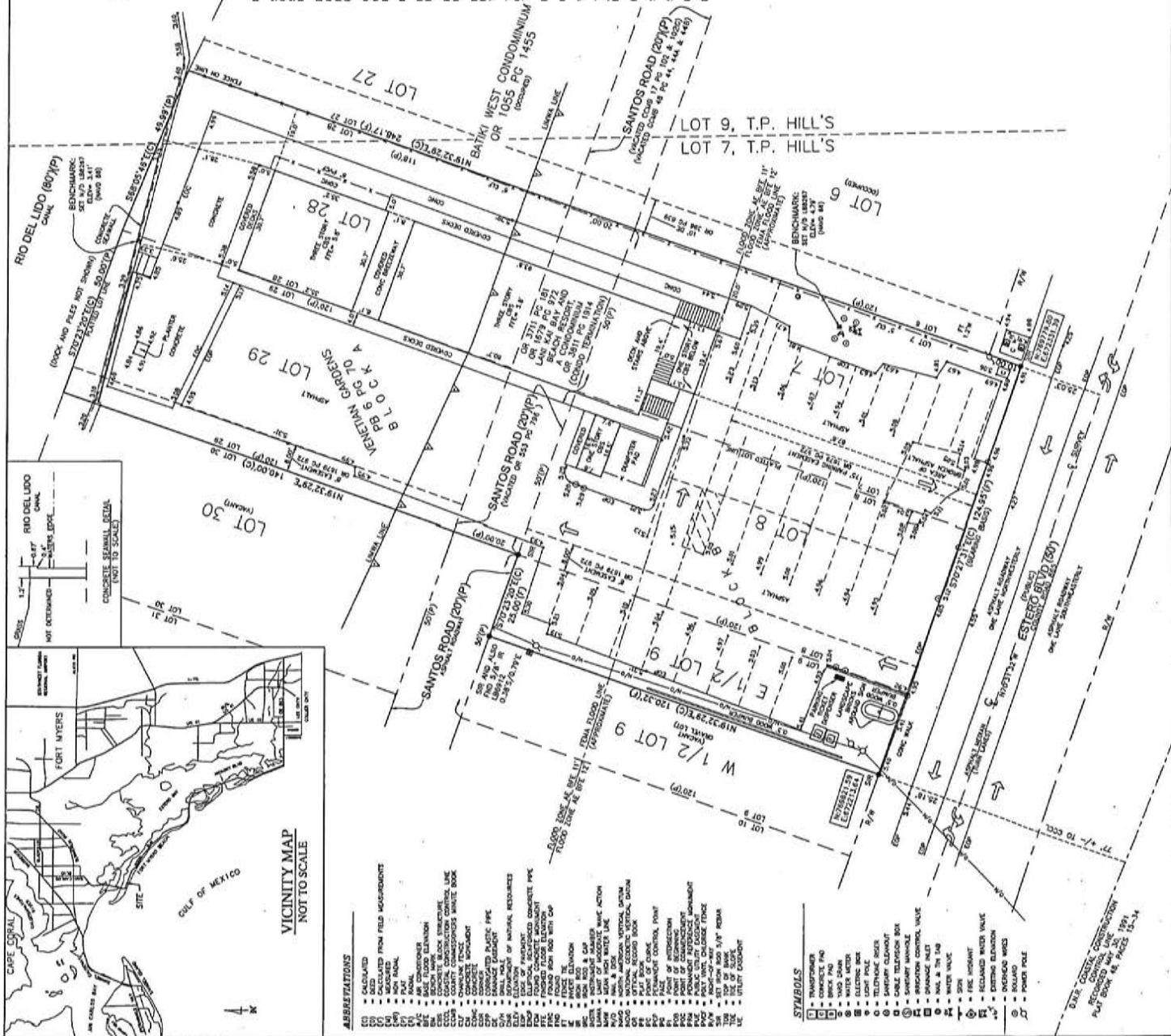
HALEY WARD

Engineering | Surveying

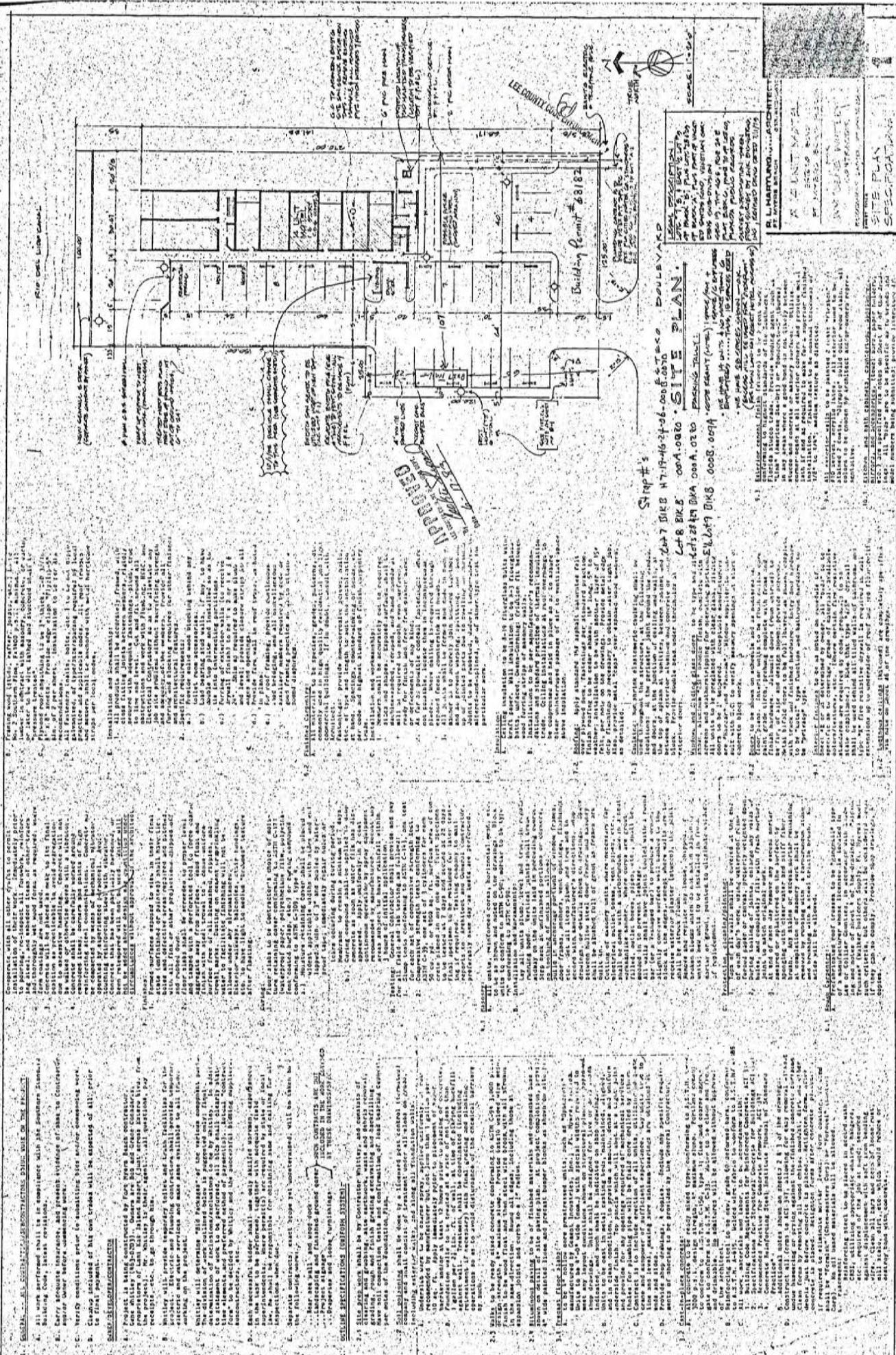
13041 MAGGIE BOULEVARD, FORT MYERS, FLORIDA 33919 PH (239) 461-1331

2010144.000552.DWG PROJECT NO. FLORIDA CERTIFICATE OF ADOPTION NUMBER SYSTEM A 10000

DATE 01-30-23 0144.0003 575 SCALE 1"=20' SHEET 1 OF 1 FILE NO. 19-46-24



DATE: 01-30-2023
DRAWN BY: HALEY WARD
CHECKED BY: STEPHEN F. SHAWLES
RECORDED MAP NO. 2010144.000552.DWG
PLAT BOOK 46, PAGES 12-14



1. All work performed shall be in compliance with the applicable codes, building codes, and local ordinances.

2. Early accurate location, and present evidence of area to be constructed, shall be provided by the owner.

3. No work shall be performed until the site has been cleared of all vegetation and debris.

4. The contractor shall be responsible for obtaining all necessary permits and licenses.

5. The contractor shall be responsible for the safety of all workers and the public.

6. The contractor shall be responsible for the protection of all existing structures and utilities.

7. The contractor shall be responsible for the disposal of all waste materials.

8. The contractor shall be responsible for the maintenance of all access roads and parking areas.

9. The contractor shall be responsible for the completion of all work within the specified time frame.

10. The contractor shall be responsible for the payment of all bills and taxes.

11. The contractor shall be responsible for the insurance of all workers and materials.

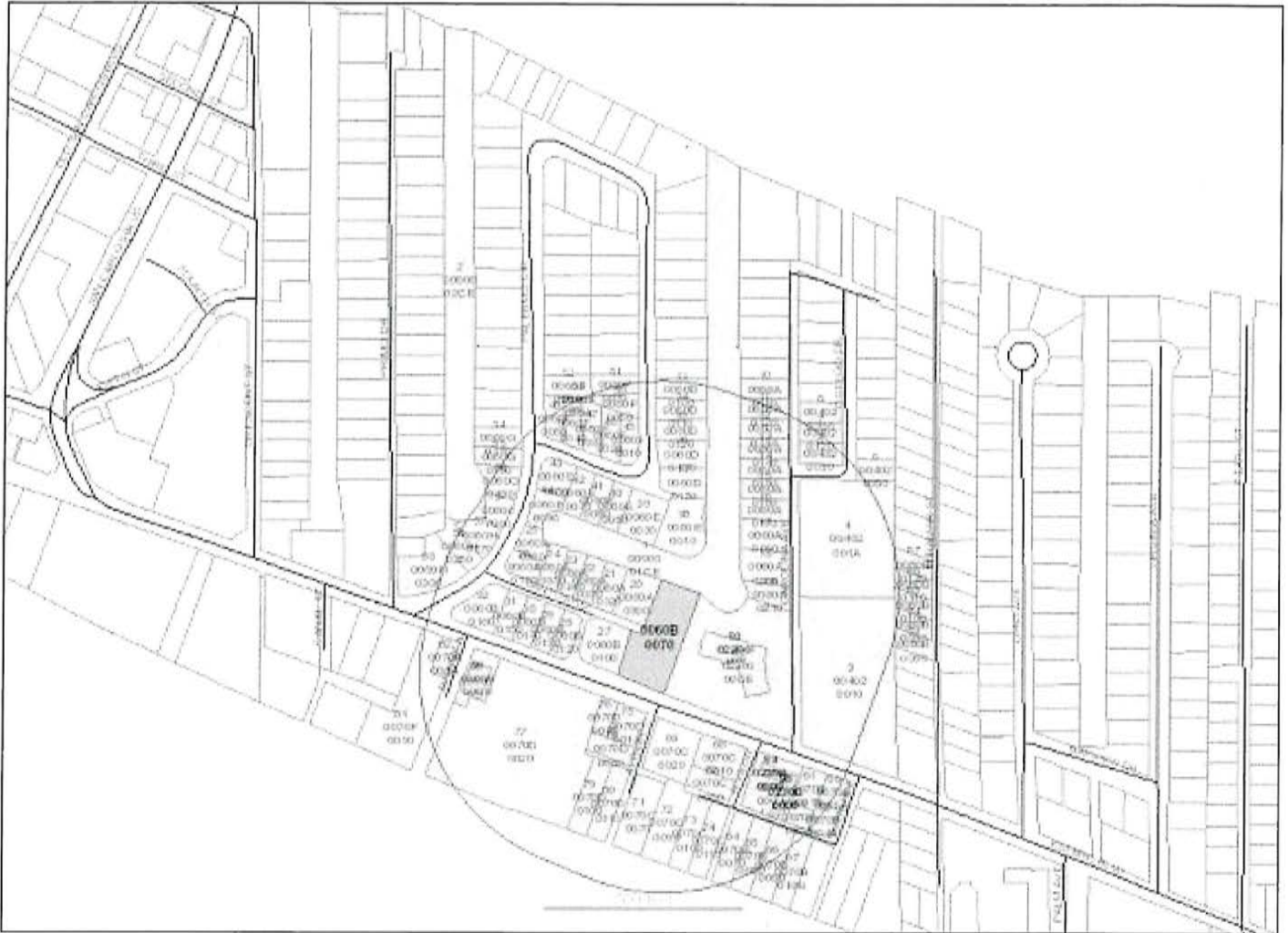
12. The contractor shall be responsible for the coordination of all subcontractors.

13. The contractor shall be responsible for the communication of all project information.

14. The contractor shall be responsible for the documentation of all project activities.

15. The contractor shall be responsible for the final inspection and acceptance of the project.





Date of Report: June 04, 2024

Buffer Distance: 500 feet

Parcels Affected: 165

Subject Parcel: 19-46-24-W4-0060B.0070

[Click here to download the map image, mailing labels \(Avery 5161\) and CSV formatted information.](#)

To change, add or remove subject parcels please change the parcel selection in [GeoView](#)

OWNER NAME AND ADDRESS	STRAP AND LOCATION	LEGAL DESCRIPTION	MAP INDEX
VENETIAN GARDENS CANAL PALERMO CIR FORT MYERS BEACH FL 33931	19-46-24-W4-00000.01CE SUBMERGED FORT MYERS BEACH FL 33931	VENETIAN GARDENS PB 6 PG 70 RIO DEL LIDO CANAL	1
VENETIAN GARDENS CANAL PALERMO CIR FORT MYERS BEACH FL 33931	19-46-24-W4-00000.02CE SUBMERGED FORT MYERS BEACH FL 33931	VENETIAN GARDENS PB 6 PG 70 CANAL GRANDE CANAL	2
KEY ESTERO SHOPS LLC 3220 PINE CONE CT MILFORD MI 48381	19-46-24-W4-00402.0010 1661 ESTERO BLVD FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 PT LT 11 DESC OR 1468 PG 1697 LESS N 275 FT	3
REALBOOK LLC 12 SEQUOIA DR DAYTON NJ 08810	19-46-24-W4-00402.001A 200 CAROLINA AVE FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 PT LT 11 N 275 FT OF OR 1468 PG 1697	4
GH3 RB CAPITAL LLC 1700 MEDICAL LN #101 FORT MYERS FL 33907	19-46-24-W4-00402.0030 211 OSTEGO DR FORT MYERS BEACH FL 33931	HILLS T P SUBD PB 3 PG 84 PT LOT 11 DESC OR 1352 PG 613 AKA BLK J LOT 13 1ST EDITION VENETIAM GARDENS	5
AMBERJACK PROPERTIES LLC PO BOX 446	19-46-24-W4-00402.0050 210 OSTEGO DR	HILLS T P SUBD PB 3 PG 84 PT LOT 11	6

OTTOVILLE OH 45876	FORT MYERS BEACH FL 33931	DESC IN OR 1351 PG 1680	
PIEC DANIEL J & JOYCE A TR 230 CAROLINA AVE FORT MYERS BEACH FL 33931	19-46-24-W4-00402.0120 230 CAROLINA AVE FORT MYERS BEACH FL 33931	HILLS TP SUBD PB 3 PG 84 PT LOT 11 DESC OR 1365 PG 760	7
MOORE ERIK & SUSAN + 8136 KRONLOKKEN LANE LAFAYETTE IN 47909	19-46-24-W4-00402.0200 231 OSTEGO DR FORT MYERS BEACH FL 33931	PARL IN S 1/4 AS DESC IN OR 1361 PG 1551 AKA BLK J LOT 15 VENETIAN GARDENS	8
EE44 LLC 1951 PINE RIDGE DR JENISON MI 49428	19-46-24-W4-00600.Y000 125/127 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK Y PB 6 PG 70 ALL BLK Y EXC NLY 11 FT	9
COLLIN JAMES GROUP LLC 15 CARROTWOOD CT FORT MYERS FL 33919	19-46-24-W4-0060A.0110 259 CAROLINA AVE FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.A PB 6 PG 70 LOT 11	10
COLLIN JAMES GROUP LLC 15 CARROTWOOD CT FORT MYERS FL 33919	19-46-24-W4-0060A.0120 257 CAROLINA AVE FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.A PB 6 PG 70 LOT 12	11
RATISBONA INC 3665 BONITA BEACH RD SW #1-3 BONITA SPRINGS FL 34134	19-46-24-W4-0060A.0130 251/255 CAROLINA AVE FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.A PB 6 PG 70 LOT 13	12
ZIEGLER MICHAEL W & NANCY A 437 AUBURN ST ALLENTOWN PA 18103	19-46-24-W4-0060A.0140 249 CAROLINA AVE FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK A PB 6 PG 70 LOT 14	13
CANTRELL JASON ALAN & DEBRA 620 GREENFORD TRAIL W CARMEL IN 46032	19-46-24-W4-0060A.0150 245 CAROLINA AVE FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK A PB 6 PG 70 LOT 15	14
PETERSON DAVID CHARLES 85 LAKEVIEW AVE EXCELSIOR MN 55331	19-46-24-W4-0060A.0160 239 CAROLINA AVE FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK A PB 6 PG 70 LOT 16	15
WIDMEIER INVESTMENTS LLC 4390 DODGE ST DUBUQUE IA 52003	19-46-24-W4-0060A.0170 237 CAROLINA AVE FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.A PB 6 PG 70 LOT 17	16
MALONEY JAMES P TR 235 CAROLINA AVE FORT MYERS BEACH FL 33931	19-46-24-W4-0060A.0180 233/235 CAROLINA AVE FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK A PB 6 PG 70 LOT 18 + N 25 FT LOT 19	17
ESH ANDREW CHARLES + 15833 SUNSET RD MINNETONKA MN 55345	19-46-24-W4-0060A.0200 223 CAROLINA AVE FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.A PB 6 PG 70 LOT 20 + S 1/2 OF LOT 19	18
SZYPERSKI KEITH P 219 CAROLINA AV FORT MYERS BEACH FL 33931	19-46-24-W4-0060A.0210 219 CAROLINA AVE FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.A PB 6 PG 70 LOT 21	19
LANI KAI LP 1400 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W4-0060A.0300 1403 SANTOS RD FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK A PB 6 PG 70 LOTS 30 31 LESS W 12 FT	20
LANI KAI LP 1400 ESTERO RD FORT MYERS BEACH FL 33931	19-46-24-W4-0060A.0320 1401 SANTOS RD FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK A PB 6 PG 70 LOTS 32 + W 12 FT LOT 31	21
AULLS PATRICIA E L/E 7241 BERGAMO WAY UNIT 101 FORT MYERS FL 33966	19-46-24-W4-0060A.0330 1351 SANTOS RD FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK A PB 6 PG 70 LOT 33	22
WILCOX LANCE 1339 SANTOS RD FORT MYERS BEACH FL 33931	19-46-24-W4-0060A.0340 1339 SANTOS RD FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.A PB 6 PG 70 LOT 34	23
PARILLA DAVID R TR 1335 SANTOS RD FORT MYERS BEACH FL 33931	19-46-24-W4-0060A.0350 1335 SANTOS RD FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK A PB 6 PG 70 LOT 35	24
CONNER CHARLES R & GAIL D 53 POMPAO ST FORT MYERS BEACH FL 33931	19-46-24-W4-0060A.0360 126 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK A PB 6 PG 70	25

		LOT 36 + S 1/2 OF BLK X LESS THE N 20 FT	
PARILLA DAVID R TR 1335 SANTOS RD FORT MYERS BEACH FL 33931	19-46-24-W4-0060A.0370 1321 SANTOS RD FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.A PB 6 PG 70 LOT 37	26
KLC SURF LLC CHRISTOPHER PRIMEAU 4625 W EUCLID AVE TAMPA FL 33629	19-46-24-W4-0060B.0100 1397 ESTERO BLVD FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK B PB 6 PG 70 W 1/2 LOT 9 LOTS 10 + 11	27
KLC SURF LLC CHRISTOPHER PRIMEAU 4625 W EUCLID AVE TAMPA FL 33629	19-46-24-W4-0060B.0120 1365/1375 ESTERO BLVD FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK B PB 6 PG 70 LOT 12	28
LANI KAI LP ROBERT G CONIDARIS 1400 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W4-0060B.0130 1345 ESTERO BLVD FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK B PB 6 PG 70 LOT 13	29
LANI KAI LP ROBERT G CONIDARIS 1400 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W4-0060B.0140 1331 ESTERO BLVD FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK B PB 6 PG 70 LOT 14	30
LANI KAI LP ROBERT G CONIDARIS 1400 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W4-0060B.0150 1325 ESTERO BLVD FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK B PB 6 PG 70 LOTS 15	31
7-ELEVEN INC CORP INCOME TAX DEPT 3200 HYACKBERRY RD IRVING TX 75063	19-46-24-W4-0060B.0160 1301 ESTERO BLVD FORT MYERS BEACH FL 33931	VENETAIN GARDENS BLK B PB 6 PG 70 LOTS 16 + 17	32
455 PALERMO CIRCLE LLC 1421 EAST LAKE SHORE DR SPRINGFIELD IL 62712	19-46-24-W4-0060D.0100 455 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.D PB 6 PG 70 LOT 10	33
VAN FAM PROPERTIES LLC 7323 INDIGO RIDGE SW BYRON CENTER MI 49315	19-46-24-W4-0060D.0110 459 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK D PB 6 PG 70 LOT 11	34
DAR LAND HOLDINGS LLC 3487 COUNTY LINE RD LUXEMBURG WI 54217	19-46-24-W4-0060D.0120 461 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.D PB 6 PG 70 LOT 12	35
463 PALMERO LLC 1421 E LAKE SHORE DR SPRINGFIELD IL 62712	19-46-24-W4-0060D.0130 463 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK D PB 6 PG 70 LOT 13 + N 1/2 OF LOT 14	36
499 PALERMO LLC 1421 E LAKE SHORE DR SPRINGFIELD IL 62712	19-46-24-W4-0060D.0150 499 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK D PB 6 PG 70 PT LOT 15 + S 1/2 LOT 14 DESC IN OR BK 3404 PG 4545	37
MILLER JONATHAN T PO BOX 80490 FORT WAYNE IN 46898	19-46-24-W4-0060E.0010 501 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK E PB 6 PG 70 LOTS 1 + 2 + PT LOT 15 + 20 FT STRIP N OF AND ADJ TO LTS 1 + 2 DESC IN OR BK 3404 PG 4545	38
TEZAK HELEN C TR 50 CHAPEL ST APT 4 FORT MYERS BEACH FL 33931	19-46-24-W4-0060E.0030 505 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK E PB 6 PG 70 LOTS 3 + 4	39
R & D ENTERPRISES OF 3436 CHURCH ST STEVENS POINT WI 54481	19-46-24-W4-0060E.0050 551 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK E PB 6 PG 70 LOT 5	40
WEIGERT ANTJE & MARTIN 415 CAPE CORAL PKWY W	19-46-24-W4-0060E.0060 561 PALERMO CIR	VENETIAN GARDENS BLK E PB 6 PG 70	41

CAPE CORAL FL 33914	FORT MYERS BEACH FL 33931	LOT 6	
JAMES R BRATLEY & JOAN E BRATL 15120 W ILIFF PL LAKEWOOD CO 80228	19-46-24-W4-0060E.0070 571 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK E PB 6 PG 70 LOT 7	42
GNIRCK RAPHAEL + AM MUEHLBERG 39A BAD HOMBURG VD HOEHE 61348 GERMANY	19-46-24-W4-0060E.0080 581 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.E PB 6 PG 70 LOT 8 + LOT PT 9	43
STRICK RICHARD A & 5804 PARK RIDGE CT FORT COLLINS CO 80528	19-46-24-W4-0060E.0090 130 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS PB 6/70 BLK E S 1/2 OF LOT 9 + ALL OF BLK X LESS S 20 FT	44
HENNESSEY PATRICIA J & 460 PALERMO CIR FORT MYERS BEACH FL 33931	19-46-24-W4-0060F.0010 460 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.F PB 6 PG 70 LOT 1	45
NORTH KEY INC 7150 RED LION FIVE POINTS RD SPRINGBORO OH 45066	19-46-24-W4-0060F.0020 552 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.F PB 6 PG 70 LOT 2	46
DONNA M BYRD TRUST + 5701 BLUNK KNOB RD ELIZABETH IN 47117	19-46-24-W4-0060F.0030 580 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.F PB 6 PG 70 LOT 3	47
RELAAX LLC 2201 E WILLOW ST STE D 363 SIGNAL HILL CA 90755	19-46-24-W4-0060F.0040 584/586 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK F PB 6 PG 70 LOT 4	48
RELAAX LLC 2201 E WILLOW ST STE D 363 SIGNAL HILL CA 90755	19-46-24-W4-0060F.0050 588/590 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK F PB 6 PG 70 LOT 5	49
DEL BUSTO GEORGE & 2212 EVEREST PKWY CAPE CORAL FL 33904	19-46-24-W4-0060F.0060 456 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.F PB 6 PG 70 LOT 6	50
450 PALERMO LLC 1421 E LAKE SHR SPRINGFIELD IL 62712	19-46-24-W4-0060F.0070 450 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK F PB 6 PG 70 LOT 7	51
LUSSIER TARA CORBISHLEY & 745 BIMINI LN PUNTA GORDA FL 33950	19-46-24-W4-0060F.0280 212 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK F PB 6 PG 70 PORTION OF LOT 28 DESC IN INSTRUMENT 2020000115871	52
RELAAX LLC 2201 E WILLOW ST STE D 363 SIGNAL HILL CA 90755	19-46-24-W4-0060F.028A ACCESS UNDETERMINED FORT MYERS BEACH FL	VENETIAN GARDENS BLK F PB 6 PG 70 REMAINING PORTION OF LOT 28 DESC IN INSTRUMENT 2020000115871	53
DAY BILLY WAYNE 3708 SHANNON RUN TRL LOUISVILLE KY 40299	19-46-24-W4-0060G.0170 155 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK G PB 6 PG 70 LOT 17	54
LUMP THOMAS F & ANN C 145 PALERMO CIR FORT MYERS BEACH FL 33931	19-46-24-W4-0060G.0180 145 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.G PB 6 PG 70 LOT 18	55
SLOMSKI STEVEN A & PO BOX 2428 PMB 25382 PENSACOLA FL 32513	19-46-24-W4-0060G.0190 139 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK G PB 6 PG 70 LOT 19 NLY 11 FT BLK Y	56
ARLINGTON GREEN HOMES LLC LARRY SMITH 434 SPINNAKER DR MARCO ISLAND FL 34145	19-46-24-W4-0060H.0270 121 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK.H PB 6 PG 70 LOT 27	57
KALIDINDI RAMA USHA + 44354 APACHE CIR ASHBURN VA 20147	19-46-24-W4-0060H.0280 117 PALERMO CIR FORT MYERS BEACH FL 33931	VENETIAN GARDENS BLK H PB 6 PG 70 LOT 28 + PT LOTS 26 + 29	58
1249 ESTERO ADVENTURES LLC 290 BAHIA VIA	19-46-24-W4-0060H.0300 1249 ESTERO BLVD	VENETIAN GARDENS BLK H PB 6 PG 70 LOTS 30 31+32	59

FORT MYERS BEACH FL 33931	FORT MYERS BEACH FL 33931	+ PT LT 29 OR2414/2433	
NAUTICAL MARKETING LLC 189 SABAL DR FORT MYERS BEACH FL 33931	19-46-24-W4-0070B.001A 1698 ESTERO BLVD FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK B PB 4 PG 45 E 1/2 OF LT 1 + N 1/2 OF E 1/2 OF LT 4	60
MOFFA ROBERT H 37728 LOIS DR STERLING HEIGHTS MI 48310	19-46-24-W4-0070B.001B 1660 ESTERO BLVD FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK B PB 4 PG 45 W 1/2 LOTS 1 + 4	61
WEIT MARTIN & DAWN + 275 TROPICAL SHORES WAY FORT MYERS BEACH FL 33931	19-46-24-W4-0070B.004A 71 AVENUE E FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK B PB 4 PG 45 S 1/2 OF E 1/2 OF LOT 4 + E 1/2 OF LOT 5	62
BLODHAHL LEASING LLC 3538 TIMBER RIDGE TRAIL CEDAR RAPIDS IA 52411	19-46-24-W4-0070B.005A 1667 I ST FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK B PB 4 PG 45 W 1/2 OF LOT 5	63
CROWLEY THERESA M 60 ALVA DR FORT MYERS BEACH FL 33931	19-46-24-W4-0070B.0070 60 ALVA DR FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK.B PB 4 PG 45 LOT 7	64
BERTSCHINGER INVESTMENTS LLC SEEBLICK 13 WOLLERAU 8832 SWITZERLAND	19-46-24-W4-0070B.0080 1662 I ST FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK B PB 4 PG 45 LOT 8	65
BERTSCHINGER INVESTMENTS LLC SEEBLICK 13 8832 WOLLERAU SWITZERLAND	19-46-24-W4-0070B.0090 1664 I ST FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK B PB 4 PG 45 LOT 9 + LOT PT 10	66
CGRT LLC + 573 LONGWOOD AVE GLENCOE IL 60022	19-46-24-W4-0070B.010B 1666 I ST FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK B PB 4 PG 45 LOT PT 10	67
MAUHI ENTERPRISES INC 4411 CLEVELAND AV FORT MYERS FL 33901	19-46-24-W4-0070C.0010 1560 ESTERO BLVD FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK.C PB 4 PG 45 LOTS 1 + 4	68
SMART PARK OF FMB LLC 11330 LONG WATER CHASE COURT FORT MYERS FL 33908	19-46-24-W4-0070C.0020 1510 ESTERO BLVD FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK C PB 4 PG 45 LOTS 2 3 6	69
WATERFRONT PROPERTIES LLC 4411 CLEVELAND AVE FORT MYERS FL 33901	19-46-24-W4-0070C.0050 71/73 ALVA DR FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK C PB 4 PG 45 LOT 5	70
HASSELHOFF LLC 414 MARKET ST IOWA CITY IA 52245	19-46-24-W4-0070C.0070 60/64 AVENUE C FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK C PB 4 PG 45 LOTS 7 + PT LOT 8 W 1/2 OF	71
1560 I STREET 62 LLC 4705 LELAND DR CUMMING GA 30041	19-46-24-W4-0070C.0090 1560 I ST #62 FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK C PB 4 PG 45 LT9 + E1/2 LT 8+ VAC ALLEY	72
UNDERWOOD LLC 414 MARKET ST IOWA CITY IA 52245	19-46-24-W4-0070C.0100 1550 I ST FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK C PB 4 PG 45 LOT 10	73
HOY MARSHA L/E 61 ALVA DR FORT MYERS BEACH FL 33931	19-46-24-W4-0070C.0110 61 ALVA DR FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK C PB 4 PG 45 LOT 11	74
GANIM GEORGE W & JOSEPHINE TR 4666 MAIN ST BRIDGEPORT CT 06606	19-46-24-W4-0070D.001A 1478 ESTERO BLVD FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK D PB 4 PG 45 LOTS 1 + 4 LESS WLY 43 FT	75
GANIM GEORGE W & JOSEPHINE TR 4666 MAIN ST BRIDGEPORT CT 06606	19-46-24-W4-0070D.001B 1450 ESTERO BLVD FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK.D PB 4 PG 45 WLY 43 FT LOTS 1 + 4	76
LANI KAI LP ROBERT G CONIDARIS 1400 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W4-0070D.0020 1400 ESTERO BLVD FORT MYERS BEACH FL 33931	CRESCENT BEACH PB 4 PG 45 BLKS D + E + VAC R/W DESC OR 1293 PG 1208	77

STEPNEY LLC 4666 MAIN ST BRIDGEPORT CT 06606	19-46-24-W4-0070D.0050 71 AVENUE C FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK.D PB 4 PG 45 LOT 5	78
GANIM GEORGE W SR & 4666 MAIN ST BRIDGEPORT CT 06606	19-46-24-W4-0070D.0100 1480 I ST FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK.D PB 4 PG 45 LOT 10	79
ATWATTER LLC WALTER RAY SIMMONS 12711 CHATHAM DR FORT MYERS FL 33908	19-46-24-W4-0070D.0110 61/65 AVENUE C FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK D PB 4 PG 45 LOT 11	80
RIGHT CHOICE INVESTMENTS LLC 13500 TELEGRAPH RD TAYLOR MI 48180	19-46-24-W4-0070F.0010 1250 ESTERO BLVD FORT MYERS BEACH FL 33931	CRESCENT PARK LTS 1 + 2 + ESTRY 2.5 FT LT 3 + CRESCENT BEACH LTS 1-5 BLK F LESS ESTRLY 45FT OF NRTHLY 2.7 LT 3	81
OUR BEACH SAND LLC 12483 SUMMERWOOD DR FORT MYERS FL 33908	19-46-24-W4-0070F.001A 1270 ESTERO BLVD FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK F PB 4 PG 45 PT LOTS 1 2 & 3 DESC IN OR 1319 PG 1459	82
PE RENTALS LLC 1107 KANE ST LA CROSSE WI 54603	19-46-24-W4-0080B.0080 157 MIRAMAR ST FORT MYERS BEACH FL 33931	MIRAMAR BLK B PB 6 PG 31 LOT 8	83
BARKER JOHN + 5262 OLYMPIA DR INDIANAPOLIS IN 46228	19-46-24-W4-0080B.0090 159 MIRAMAR ST FORT MYERS BEACH FL 33931	MIRAMAR BLK B PB 6 PG 31 LOT 9	84
VALAZQUEZ TIMOTHY + 163 MIRAMAR ST FORT MYERS BEACH FL 33931	19-46-24-W4-0080B.0100 163 MIRAMAR ST FORT MYERS BEACH FL 33931	MIRAMAR BLK.B PB 6 PG 31 LOT 10	85
RUSK CHRISTOPHER J & 193 MIRAMAR ST FORT MYERS BEACH FL 33931	19-46-24-W4-0080B.0110 193 MIRAMAR ST FORT MYERS BEACH FL 33931	MIRAMAR BLK B PB 6 PG 31 LOT 11	86
KOSTER RODNEY A & THERESE A 880 3RD ST FORT MYERS BEACH FL 33931	19-46-24-W4-0080B.0120 201 MIRAMAR ST FORT MYERS BEACH FL 33931	MIRAMAR BLK B PB 6 PG 31 LOT 12	87
BATIKI WEST CONDO ASSN INC SUITOR MIDDLETON COX + ASSOC 15751 SAN CARLOS BLVD STE 8 FORT MYERS FL 33908	19-46-24-W4-02200.00CE BATIKI WEST CONDO C/E FORT MYERS BEACH FL 33931	BATIKI WEST CONDO DESC OR BK 1055 PG 1455 COMMON ELEMENTS POOL/DOCK	88
TROPICAL CENTER CONDO ASSOC 1300 ESTERO BLVD FORT MYERS BEACH FL 33931	19-46-24-W4-02300.00CE TROPICAL CENTER C/E FORT MYERS BEACH FL 33931	CONDO IN SW 1/4 SEC 19 TWP 46 R 24 RECORDED IN OR 1123 P 323 THRU 364 COMMON ELEMENTS	89
CRESCENT SHORE CONDO ASSOC PO BOX 2990 FORT MYERS BEACH FL 33932	19-46-24-W4-02600.00CE CRESCENT SHORE C/E FORT MYERS BEACH FL 33931	A CONDO LOCATED IN SEC 19 TWP 46 RGE 24 AS DESC IN OR 1464 PG 445 COMMON ELEMENTS	90
PARKER HARRY W & BEVERLY J 17858 US HIGHWAY 61 SIKESTON MO 63801	19-46-24-W4-02200.2000 1511 ESTERO BLVD #200 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 200	91
PETRICH PAUL E & GAY G TR 860 HENN HYDE RD WARREN OH 44484	19-46-24-W4-02200.2010 1511 ESTERO BLVD #201 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 201	91
WILLIAM L & JOYCE J HENDREN T 28033 N 1850 EAST RD GRIDLEY IL 61744	19-46-24-W4-02200.2020 1511 ESTERO BLVD #202 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 202	91
WILLIAMS JEANNE L TR 1511 ESTERO BLVD # PHH FORT MYERS BEACH FL 33931	19-46-24-W4-02200.2030 1511 ESTERO BLVD #203 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 203	91
HANY JOHN A TR 3405 STEPHANIE RD	19-46-24-W4-02200.2040 1511 ESTERO BLVD #204	BATIKI WEST CONDO OR 1055 PG 1455	91

BLOOMINGTON IL 61704	FORT MYERS BEACH FL 33931	UNIT 204	
BUTLER JAMES H & TERESA A 1511 ESTERO BLVD #205 FORT MYERS BEACH FL 33931	19-46-24-W4-02200.2050 1511 ESTERO BLVD #205 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 205	91
LAY DANIEL F TR 7583 N 1300 E ROAD SHIRLEY IL 61772	19-46-24-W4-02200.2060 1511 ESTERO BLVD #206 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 206	91
FRANKLIN JAY STAHAN TRUST 1511 ESTERO BLVD #207 FORT MYERS BEACH FL 33931	19-46-24-W4-02200.2070 1511 ESTERO BLVD #207 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 207	91
FILM CAROLYN A 64 CARROLLS GROVE RD TROY NY 12180	19-46-24-W4-02200.2080 1511 ESTERO BLVD #208 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 208	91
BROWN JOANNE M TR PO BOX 96 OMENA MI 49674	19-46-24-W4-02200.2090 1511 ESTERO BLVD #209 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 209	91
JONES MALINDA ETZLER 2445 S FILLMORE ST DENVER CO 80210	19-46-24-W4-02200.3000 1511 ESTERO BLVD #300 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 300	91
FENN CYNTHIA TR 14248 FOUNTAIN HILLS CT NE PRIOR LAKE MN 55372	19-46-24-W4-02200.3010 1511 ESTERO BLVD #301 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 301	91
FRANA THERESA L 2789 TRAILWOOD LN LEXINGTON KY 40511	19-46-24-W4-02200.3020 1511 ESTERO BLVD #302 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 302	91
1511 ESTERO 303 LLC MICHELLE YOKHANA 495 THOMAS DR NORTH BARRINGTON IL 60010	19-46-24-W4-02200.3030 1511 ESTERO BLVD #303 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 303	91
OBRIEN CAROL & WINSTON 1511 ESTERO BLVD #304 FORT MYERS BEACH FL 33931	19-46-24-W4-02200.3040 1511 ESTERO BLVD #304 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 304	91
DANIELSON BRIAN 1300 WILD ROSE TRAIL EDMOND OK 73034	19-46-24-W4-02200.3050 1511 ESTERO BLVD #305 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 305	91
KARBLER LARRY L L/E 6558 OHENRY CIR NORTH RIDGEVILLE OH 44039	19-46-24-W4-02200.3060 1511 ESTERO BLVD #306 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 306	91
JOHNSTON DALE MICHAEL & 118 MEADOW CREEK CT LEXINGTON IL 61753	19-46-24-W4-02200.3070 1511 ESTERO BLVD #307 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 307	91
SEXTON MICHAEL ZEPH & 1511 ESTERO BLVD # 308 FORT MYERS BEACH FL 33931	19-46-24-W4-02200.3080 1511 ESTERO BLVD #308 FORT MYERS BEACH FL 33931	BARIKI WEST CONDO OR 1055 PG 1055 UNIT 308	91
RAPP DALE A & RUTH ANN 104 PRAIRIE DR LEXINGTON IL 61753	19-46-24-W4-02200.3090 1511 ESTERO BLVD #309 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 309	91
LAW MICHAEL M & SHEILA K PO BOX 584 HEYWORTH IL 61745	19-46-24-W4-02200.4000 1511 ESTERO BLVD #400 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 400	91
MEZERA CHRISTINA M TR 5229 W 62ND ST EDINA MN 55436	19-46-24-W4-02200.4010 1511 ESTERO BLVD #401 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 401	91
QUARTELLO BETTY A TR 1511 ESTERO BLVD # 402 FORT MYERS BEACH FL 33931	19-46-24-W4-02200.4020 1511 ESTERO BLVD #402 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 402	91
SUNSET VIEWS LLC PO BOX 70	19-46-24-W4-02200.4030 1511 ESTERO BLVD #403	BATIKI WEST CONDO OR 1055 PG 1455	91

AUBURN IN 46706	FORT MYERS BEACH FL 33931	UNIT 403	
DARIANO KELLI R TR 79 SUNNY LN TIFFIN OH 44883	19-46-24-W4-02200.4040 1511 ESTERO BLVD #404 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 404	91
MOORE ROBERT J & CYNTHIA S 1511 ESTERO BLVD #405 FORT MYERS BEACH FL 33931	19-46-24-W4-02200.4050 1511 ESTERO BLVD #405 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 405	91
STRIBLING MARK TR PO BOX 408 ASHLAND IL 62612	19-46-24-W4-02200.4060 1511 ESTERO BLVD #406 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 406	91
STOCKER REBECCA L & JAMES A APT 407 1511 ESTERO BLVD JACKSONVILLE IL 62650	19-46-24-W4-02200.4070 1511 ESTERO BLVD #407 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 407	91
SMITH GARY B & ROXY R 3734 WESLEY CHAPEL RD ZANESVILLE OH 43701	19-46-24-W4-02200.4080 1511 ESTERO BLVD #408 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 408	91
HOLZAPFEL CHARLES JOHN & 801 S 4TH CIR BRANDON SD 57005	19-46-24-W4-02200.4090 1511 ESTERO BLVD #409 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 409	91
GREEN BURLEY & TAMMY PO BOX 44 OWENSVILLE MO 65066	19-46-24-W4-02200.5000 1511 ESTERO BLVD #500 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 500	91
SUNSET VIEWS LLC PO BOX 70 AUBURN IN 46706	19-46-24-W4-02200.5010 1511 ESTERO BLVD #501 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 501	91
CHARLES DANNY TR 9751 EASTERN AVE BYRON CENTER MI 49315	19-46-24-W4-02200.5020 1511 ESTERO BLVD #502 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 502	91
DOUGLAS RAYMOND & JENNIFER 3 PELHAM RD BARGATE GRIMSBY LINCOLNSHIRE DN34 4SU UNITED KINGDOM	19-46-24-W4-02200.5030 1511 ESTERO BLVD #503 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 503	91
41 DEVOE STREET CORP 26 UPLAND RD GREAT NECK NY 11020	19-46-24-W4-02200.5040 1511 ESTERO BLVD #504 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 504	91
GLACKIN BARBARA Q TR 1673 MOUNT EVEREST LN TOMS RIVER NJ 08753	19-46-24-W4-02200.5050 1511 ESTERO BLVD #505 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 505	91
SPIDEL LYNN R & DEANNA J TR 700 LAKESIDE DR ROME CITY IN 46784	19-46-24-W4-02200.5060 1511 ESTERO BLVD #506 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 506	91
SPIDEL LYNN R & DEANNA J TR 700 LAKESIDE DR ROME CITY IN 46784	19-46-24-W4-02200.5070 1511 ESTERO BLVD #507 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 507	91
GUILES JON R TR PO BOX 2706 FORT MYERS BEACH FL 33932	19-46-24-W4-02200.5080 1511 ESTERO BLVD #508 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 508	91
STERNER RACHEL V TR 2803 KINGS CROSSING DR # 321 KINGWOOD TX 77345	19-46-24-W4-02200.5090 1511 ESTERO BLVD #509 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 509	91
WOOD SAMUEL L PO BOX 342 PETERSBURG IL 62675	19-46-24-W4-02200.6000 1511 ESTERO BLVD #600 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 600	91
SMITH BRIAN T + PO BOX 235 HEYWORTH IL 61745	19-46-24-W4-02200.6010 1511 ESTERO BLVD #601 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 601	91
WOOD SAMUEL L + PO BOX 342	19-46-24-W4-02200.6020 1511 ESTERO BLVD #602	BATIKI WEST CONDO OR 1055 PG 1455	91

PETERSBURG IL 62675	FORT MYERS BEACH FL 33931	UNIT 602	
HANSEN LOUISE E TR 1511 ESTERO BLVD #603 FORT MYERS BEACH FL 33931	19-46-24-W4-02200.6030 1511 ESTERO BLVD #603 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 603	91
RICCIO JOSEPH MICHAEL 26 SECLUDED HOLLOW RD CAPE MAY COURT HOUSE NJ 08210	19-46-24-W4-02200.6040 1511 ESTERO BLVD #604 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 604	91
NELSON BRADLEY A TR 803 IRONWOOD CC DR NORMAL IL 61761	19-46-24-W4-02200.6050 1511 ESTERO BLVD #605 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 605	91
FOUR P INVESTMENTS LTD 1511 ESTERO BLVD APT 606 FORT MYERS BEACH FL 33931	19-46-24-W4-02200.6060 1511 ESTERO BLVD #606 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 606	91
WOLOS MICHAEL C & SHAREN A PO BOX 381 FLUSHING MI 48433	19-46-24-W4-02200.6070 1511 ESTERO BLVD #607 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 607	91
TMS INVESTMENTS 185 HIGH ST NE WARREN OH 44481	19-46-24-W4-02200.6080 1511 ESTERO BLVD #608 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 608	91
SUNSET VIEWS LLC PO BOX 70 AUBURN IN 46706	19-46-24-W4-02200.6090 1511 ESTERO BLVD #609 FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT 609	91
SMITH JULIA V TR 1511 ESTERO BLVD #PHA FORT MYERS BEACH FL 33931	19-46-24-W4-022PH.00A0 1511 ESTERO BLVD #PHA FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT PENTHOUSE A	92
CALHAN FLP 189 SADDLEBROOK DR OAK BROOK IL 60523	19-46-24-W4-022PH.00B0 1511 ESTERO BLVD #PHB FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT PENTHOUSE B	92
CALHAN LEO D & JOAN C 1511 ESTERO BLVD #PHC FORT MYERS BEACH FL 33931	19-46-24-W4-022PH.00C0 1511 ESTERO BLVD #PHC FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT PENTHOUSE C	92
LADWIG MARY TR 10019 ISOLA WAY MIROMAR LAKES FL 33913	19-46-24-W4-022PH.00D0 1511 ESTERO BLVD #PHD FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT PENTHOUSE D	92
MALAGOTTA PROPERTIES LLC ANTHONY MIRAGLIOTTA 31 JOHN ALDEN ST CLIFTON NJ 07013	19-46-24-W4-022PH.00E0 1511 ESTERO BLVD #PHE FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT PENTHOUSE E	92
LONI RODGER J + 2054 N NORDICA AVE CHICAGO IL 60707	19-46-24-W4-022PH.00F0 1511 ESTERO BLVD #PHF FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT PENTHOUSE F	92
RICCIO NICHOLAS J & 1511 ESTERO BLVD #PHG FORT MYERS BEACH FL 33931	19-46-24-W4-022PH.00G0 1511 ESTERO BLVD #PHG FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT PENTHOUSE G	92
WILLIAMS JEFFREY M TR 1511 ESTERO BLVD #PHH FORT MYERS BEACH FL 33931	19-46-24-W4-022PH.00H0 1511 ESTERO BLVD #PHH FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT PENTHOUSE H	92
LOIZZO DIANE L TR 8453 ROB ROY DR ORLAND PARK IL 60462	19-46-24-W4-022PH.00I0 1511 ESTERO BLVD #PHI FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT PENTHOUSE I	92
BUTLER WILLIAM PATRICK 732 OKUMA DR CHESTER VA 23836	19-46-24-W4-022PH.0J00 1511 ESTERO BLVD #PHJ FORT MYERS BEACH FL 33931	BATIKI WEST CONDO OR 1055 PG 1455 UNIT PENTHOUSE J	92
MAUHI ENTERPRISES INC 4411 CLEVELAND AV FORT MYERS FL 33901	19-46-24-W4-0230A.0000 1600 ESTERO BLVD #A FORT MYERS BEACH FL 33931	TROPICAL CENTER COND OR 1123 PG 323 UNIT A	93
MAUHI ENTERPRISES INC 4411 CLEVELAND AV	19-46-24-W4-0230B.0000 1600 ESTERO BLVD #B	TROPICAL CENTER COND OR 1123 PG 323	94

FORT MYERS FL 33901	FORT MYERS BEACH FL 33931	UNIT B	
MAUHI ENTERPRISES INC 4411 CLEVELAND AV FORT MYERS FL 33901	19-46-24-W4-0230C.0000 1600 ESTERO BLVD #C FORT MYERS BEACH FL 33931	TROPICAL CENTER CONDO OR 1123 PG 323 UNIT C	95
MAUHI ENTERPRISES INC 4411 CLEVELAND AV FORT MYERS FL 33901	19-46-24-W4-0230D.0000 1600 ESTERO BLVD #D FORT MYERS BEACH FL 33931	TROPICAL CENTER COND OR 1123 PG 323 UNIT D	96
MAUHI ENTERPRISES INC 4411 CLEVELAND AV FORT MYERS FL 33901	19-46-24-W4-0230E.0000 1600 ESTERO BLVD #E FORT MYERS BEACH FL 33931	TROPICAL CENTER CONDO OR 1123 PG 323 UNIT E	97
1300 ESTERO BLVD LLC 32 BAYVIEW BLVD FORT MYERS BEACH FL 33931	19-46-24-W4-02600.1010 1300 ESTERO BLVD #101 FORT MYERS BEACH FL 33931	CRESCENT SHORE CONDO OR 1464 PG 445 UNITS 101 102 + 103	98
BEYER TAMMY E TR 9656 HALYARDS CT # 24 FORT MYERS FL 33919	19-46-24-W4-02600.1040 1300 ESTERO BLVD #104 FORT MYERS BEACH FL 33931	CRESCENT SHORE CONDO OR 1464 PG 445 UNIT 104	98
ANDRESEN EDWIN TR 7960 PRESERVATION DR INDIANAPOLIS IN 46278	19-46-24-W4-02600.1050 1300 ESTERO BLVD #105 FORT MYERS BEACH FL 33931	CRESCENT SHORE CONDO OR 1464 PG 445 UNIT 105	98
BOCCELLA SALVATORE 4 POINT VIEW CT SICKLERVILLE NJ 08081	19-46-24-W4-02600.1060 1300 ESTERO BLVD #106 FORT MYERS BEACH FL 33931	CRESCENT SHORE CONDO OR 1464 PG 445 UNIT 106	98
JOHNSON NANCY ANN L/E 9 NANCY LN FORT MYERS BEACH FL 33931	19-46-24-W4-02600.2010 1300 ESTERO BLVD #201 FORT MYERS BEACH FL 33931	CRESCENT SHORE CONDO OR 1464 PG 445 UNIT 201	98
HECK LLC 15561 CATALPA COVE DR FORT MYERS FL 33908	19-46-24-W4-02600.2020 1300 ESTERO BLVD #202 FORT MYERS BEACH FL 33931	CRESCENT SHORE CONDO OR 1464 PG 445 UNIT 202	98
CONANT DONNA TR 8122 S FOREST HILL CIR FRANKLIN WI 53132	19-46-24-W4-02600.2030 1300 ESTERO BLVD #203 FORT MYERS BEACH FL 33931	CRESCENT SHORE CONDO OR 1464 PG 445 UNIT 203	98
DENNIS R + CYNTHIA L LOKEN TRU 106 ICHABOD LN MANKATO MN 56001	19-46-24-W4-02600.2040 1300 ESTERO BLVD #204 FORT MYERS BEACH FL 33931	CRESCENT SHORE CONDO OR 1464 PG 445 UNIT 204	98
LANDOLFI STEVEN J 22 VETO ST PROVIDENCE RI 02908	19-46-24-W4-02600.2050 1300 ESTERO BLVD #205 FORT MYERS BEACH FL 33931	CRESCENT SHORE CONDO OR 1464 PG 445 UNIT 205	98
NIEMEIER RYAN & SUMMER 106 S WALNUT ST LA CRESCENT MN 55947	19-46-24-W4-02600.2060 1300 ESTERO BLVD #206 FORT MYERS BEACH FL 33931	CRESCENT SHORE CONDO OR 1464 PG 445 UNIT 206	98

VENETIAN GARDENS CANAL
PALERMO CIR
FORT MYERS BEACH FL 33931

VENETIAN GARDENS CANAL
PALERMO CIR
FORT MYERS BEACH FL 33931

KEY ESTERO SHOPS LLC
3220 PINE CONE CT
MILFORD MI 48381

REALBOOK LLC
12 SEQUOIA DR
DAYTON NJ 08810

GH3 RB CAPITAL LLC
1700 MEDICAL LN #101
FORT MYERS FL 33907

AMBERJACK PROPERTIES LLC
PO BOX 446
OTTOVILLE OH 45876

PIEC DANIEL J & JOYCE A TR
230 CAROLINA AVE
FORT MYERS BEACH FL 33931

MOORE ERIK & SUSAN +
8136 KRONLOKKEN LANE
LAFAYETTE IN 47909

EE44 LLC
1951 PINE RIDGE DR
JENISON MI 49428

COLLIN JAMES GROUP LLC
15 CARROTWOOD CT
FORT MYERS FL 33919

COLLIN JAMES GROUP LLC
15 CARROTWOOD CT
FORT MYERS FL 33919

RATISBONA INC
3665 BONITA BEACH RD SW #1-3
BONITA SPRINGS FL 34134

ZIEGLER MICHAEL W & NANCY A
437 AUBURN ST
ALLENTOWN PA 18103

CANTRELL JASON ALAN & DEBRA
620 GREENFORD TRAIL W
CARMEL IN 46032

PETERSON DAVID CHARLES
85 LAKEVIEW AVE
EXCELSIOR MN 55331

WIDMEIER INVESTMENTS LLC
4390 DODGE ST
DUBUQUE IA 52003

MALONEY JAMES P TR
235 CAROLINA AVE
FORT MYERS BEACH FL 33931

ESH ANDREW CHARLES +
15833 SUNSET RD
MINNETONKA MN 55345

SZYPERSKI KEITH P
219 CAROLINA AV
FORT MYERS BEACH FL 33931

LANI KAI LP
1400 ESTERO BLVD
FORT MYERS BEACH FL 33931

LANI KAI LP
1400 ESTERO RD
FORT MYERS BEACH FL 33931

AULLS PATRICIA E L/E
7241 BERGAMO WAY UNIT 101
FORT MYERS FL 33966

WILCOX LANCE
1339 SANTOS RD
FORT MYERS BEACH FL 33931

PARILLA DAVID R TR
1335 SANTOS RD
FORT MYERS BEACH FL 33931

CONNER CHARLES R & GAIL D
53 POMPAÑO ST
FORT MYERS BEACH FL 33931

PARILLA DAVID R TR
1335 SANTOS RD
FORT MYERS BEACH FL 33931

KLC SURF LLC
CHRISTOPHER PRIMEAU
4625 W EUCLID AVE
TAMPA FL 33629

KLC SURF LLC
CHRISTOPHER PRIMEAU
4625 W EUCLID AVE
TAMPA FL 33629

LANI KAI LP
ROBERT G CONIDARIS
1400 ESTERO BLVD
FORT MYERS BEACH FL 33931

LANI KAI LP
ROBERT G CONIDARIS
1400 ESTERO BLVD
FORT MYERS BEACH FL 33931

LANI KAI LP
ROBERT G CONIDARIS
1400 ESTERO BLVD
FORT MYERS BEACH FL 33931

7-ELEVEN INC
CORP INCOME TAX DEPT
3200 HYACKBERRY RD
IRVING TX 75063

455 PALERMO CIRCLE LLC
1421 EAST LAKE SHORE DR
SPRINGFIELD IL 62712

VAN FAM PROPERTIES LLC
7323 INDIGO RIDGE SW
BYRON CENTER MI 49315

DAR LAND HOLDINGS LLC
3487 COUNTY LINE RD
LUXEMBURG WI 54217

463 PALMERO LLC
1421 E LAKE SHORE DR
SPRINGFIELD IL 62712

499 PALERMO LLC
1421 E LAKE SHORE DR
SPRINGFIELD IL 62712

MILLER JONATHAN T
PO BOX 80490
FORT WAYNE IN 46898

TEZAK HELEN C TR
50 CHAPEL ST APT 4
FORT MYERS BEACH FL 33931

R & D ENTERPRISES OF
3436 CHURCH ST
STEVENS POINT WI 54481

WEIGERT ANTJE & MARTIN
415 CAPE CORAL PKWY W
CAPE CORAL FL 33914

JAMES R BRATLEY & JOAN E BRATL
15120 W ILIFF PL
LAKEWOOD CO 80228

GNIRCK RAPHAEL +
AM MUEHLBERG 39A
BAD HOMBURG VD HOEHE 61348
GERMANY

STRICK RICHARD A &
5804 PARK RIDGE CT
FORT COLLINS CO 80528

HENNESSEY PATRICIA J &
460 PALERMO CIR
FORT MYERS BEACH FL 33931

NORTH KEY INC
7150 RED LION FIVE POINTS RD
SPRINGBORO OH 45066

DONNA M BYRD TRUST +
5701 BLUNK KNOB RD
ELIZABETH IN 47117

RELAAX LLC
2201 E WILLOW ST STE D 363
SIGNAL HILL CA 90755

RELAAX LLC
2201 E WILLOW ST STE D 363
SIGNAL HILL CA 90755

DEL BUSTO GEORGE &
2212 EVEREST PKWY
CAPE CORAL FL 33904

450 PALERMO LLC
1421 E LAKE SHR
SPRINGFIELD IL 62712

LUSSIER TARA CORBISHLEY &
745 BIMINI LN
PUNTA GORDA FL 33950

RELAAX LLC
2201 E WILLOW ST STE D 363
SIGNAL HILL CA 90755

DAY BILLY WAYNE
3708 SHANNON RUN TRL
LOUISVILLE KY 40299

LUMP THOMAS F & ANN C
145 PALERMO CIR
FORT MYERS BEACH FL 33931

SLOMSKI STEVEN A &
PO BOX 2428 PMB 25382
PENSACOLA FL 32513

ARLINGTON GREEN HOMES LLC
LARRY SMITH
434 SPINNAKER DR
MARCO ISLAND FL 34145

KALIDINDI RAMA USHA +
44354 APACHE CIR
ASHBURN VA 20147

1249 ESTERO ADVENTURES LLC
290 BAHIA VIA
FORT MYERS BEACH FL 33931

NAUTICAL MARKETING LLC
189 SABAL DR
FORT MYERS BEACH FL 33931

MOFFA ROBERT H
37728 LOIS DR
STERLING HEIGHTS MI 48310

WEIT MARTIN & DAWN +
275 TROPICAL SHORES WAY
FORT MYERS BEACH FL 33931

BLOCD AHL LEASING LLC
3538 TIMBER RIDGE TRAIL
CEDAR RAPIDS IA 52411

CROWLEY THERESA M
60 ALVA DR
FORT MYERS BEACH FL 33931

BERTSCHINGER INVESTMENTS LLC
SEEBLICK 13
WOLLERAU 8832
SWITZERLAND

BERTSCHINGER INVESTMENTS LLC
SEEBLICK 13
8832 WOLLERAU
SWITZERLAND

CGRT LLC +
573 LONGWOOD AVE
GLENCOE IL 60022

MAUHI ENTERPRISES INC
4411 CLEVELAND AV
FORT MYERS FL 33901

SMART PARK OF FMB LLC
11330 LONG WATER CHASE COURT
FORT MYERS FL 33908

WATERFRONT PROPERTIES LLC
4411 CLEVELAND AVE
FORT MYERS FL 33901

HASSELHOFF LLC
414 MARKET ST
IOWA CITY IA 52245

1560 I STREET 62 LLC
4705 LELAND DR
CUMMING GA 30041

UNDERWOOD LLC
414 MARKET ST
IOWA CITY IA 52245

HOY MARSHA L/E
61 ALVA DR
FORT MYERS BEACH FL 33931

GANIM GEORGE W & JOSEPHINE TR
4666 MAIN ST
BRIDGEPORT CT 06606

GANIM GEORGE W & JOSEPHINE TR
4666 MAIN ST
BRIDGEPORT CT 06606

LANI KAI LP
ROBERT G CONIDARIS
1400 ESTERO BLVD
FORT MYERS BEACH FL 33931

STEPNEY LLC
4666 MAIN ST
BRIDGEPORT CT 06606

GANIM GEORGE W SR &
4666 MAIN ST
BRIDGEPORT CT 06606

ATWATER LLC
WALTER RAY SIMMONS
12711 CHATHAM DR
FORT MYERS FL 33908

RIGHT CHOICE INVESTMENTS LLC
13500 TELEGRAPH RD
TAYLOR MI 48180

OUR BEACH SAND LLC
12483 SUMMERWOOD DR
FORT MYERS FL 33908

PE RENTALS LLC
1107 KANE ST
LA CROSSE WI 54603

BARKER JOHN +
5262 OLYMPIA DR
INDIANAPOLIS IN 46228

VALAZQUEZ TIMOTHY +
163 MIRAMAR ST
FORT MYERS BEACH FL 33931

RUSK CHRISTOPHER J &
193 MIRAMAR ST
FORT MYERS BEACH FL 33931

KOSTER RODNEY A & THERESE A
880 3RD ST
FORT MYERS BEACH FL 33931

BATIKI WEST CONDO ASSN INC
SUITOR MIDDLETON COX + ASSOC
15751 SAN CARLOS BLVD STE 8
FORT MYERS FL 33908

TROPICAL CENTER CONDO ASSOC
1300 ESTERO BLVD
FORT MYERS BEACH FL 33931

CRESCENT SHORE CONDO ASSOC
PO BOX 2990
FORT MYERS BEACH FL 33932

PARKER HARRY W & BEVERLY J
17858 US HIGHWAY 61
SIKESTON MO 63801

PETRICH PAUL E & GAY G TR
860 HENN HYDE RD
WARREN OH 44484

WILLIAM L & JOYCE J HENDREN T
28033 N 1850 EAST RD
GRIDLEY IL 61744

WILLIAMS JEANNE L TR
1511 ESTERO BLVD # PHH
FORT MYERS BEACH FL 33931

HANY JOHN A TR
3405 STEPHANIE RD
BLOOMINGTON IL 61704

BUTLER JAMES H & TERESA A
1511 ESTERO BLVD #205
FORT MYERS BEACH FL 33931

LAY DANIEL F TR
7583 N 1300 E ROAD
SHIRLEY IL 61772

FRANKLIN JAY STAHAN TRUST
1511 ESTERO BLVD #207
FORT MYERS BEACH FL 33931

FILM CAROLYN A
64 CARROLLS GROVE RD
TROY NY 12180

BROWN JOANNE M TR
PO BOX 96
OMENA MI 49674

JONES MALINDA ETZLER
2445 S FILLMORE ST
DENVER CO 80210

FENN CYNTHIA TR
14248 FOUNTAIN HILLS CT NE
PRIOR LAKE MN 55372

FRANA THERESA L
2789 TRAILWOOD LN
LEXINGTON KY 40511

1511 ESTERO 303 LLC
MICHELLE YOUKHANA
495 THOMAS DR
NORTH BARRINGTON IL 60010

OBRIEN CAROL & WINSTON
1511 ESTERO BLVD #304
FORT MYERS BEACH FL 33931

DANIELSON BRIAN
1300 WILD ROSE TRAIL
EDMOND OK 73034

KARBLER LARRY L L/E
6558 OHENRY CIR
NORTH RIDGEVILLE OH 44039

JOHNSTON DALE MICHAEL &
118 MEADOW CREEK CT
LEXINGTON IL 61753

SEXTON MICHAEL ZEPH &
1511 ESTERO BLVD # 308
FORT MYERS BEACH FL 33931

RAPP DALE A & RUTH ANN
104 PRAIRIE DR
LEXINGTON IL 61753

LAW MICHAEL M & SHEILA K
PO BOX 584
HEYWORTH IL 61745

MEZERA CHRISTINA M TR
5229 W 62ND ST
EDINA MN 55436

QUARTELLO BETTY A TR
1511 ESTERO BLVD # 402
FORT MYERS BEACH FL 33931

SUNSET VIEWS LLC
PO BOX 70
AUBURN IN 46706

DARIANO KELLI R TR
79 SUNNY LN
TIFFIN OH 44883

MOORE ROBERT J & CYNTHIA S
1511 ESTERO BLVD #405
FORT MYERS BEACH FL 33931

STRIBLING MARK TR
PO BOX 408
ASHLAND IL 62612

STOCKER REBECCA L & JAMES A
APT 407
1511 ESTERO BLVD
JACKSONVILLE IL 62650

SMITH GARY B & ROXY R
3734 WESLEY CHAPEL RD
ZANESVILLE OH 43701

HOLZAPFEL CHARLES JOHN &
801 S 4TH CIR
BRANDON SD 57005

GREEN BURLEY & TAMMY
PO BOX 44
OWENSVILLE MO 65066

SUNSET VIEWS LLC
PO BOX 70
AUBURN IN 46706

CHARLES DANNY TR
9751 EASTERN AVE
BYRON CENTER MI 49315

DOUGLAS RAYMOND & JENNIFER
3 PELHAM RD BARGATE GRIMSBY
LINCOLNSHIRE DN34 4SU
UNITED KINGDOM

41 DEVOE STREET CORP
26 UPLAND RD
GREAT NECK NY 11020

GLACKIN BARBARA Q TR
1673 MOUNT EVEREST LN
TOMS RIVER NJ 08753

SPIDEL LYNN R & DEANNA J TR
700 LAKESIDE DR
ROME CITY IN 46784

SPIDEL LYNN R & DEANNA J TR
700 LAKESIDE DR
ROME CITY IN 46784

GUILES JON R TR
PO BOX 2706
FORT MYERS BEACH FL 33932

STERNER RACHEL V TR
2803 KINGS CROSSING DR # 321
KINGWOOD TX 77345

WOOD SAMUEL L
PO BOX 342
PETERSBURG IL 62675

SMITH BRIAN T +
PO BOX 235
HEYWORTH IL 61745

WOOD SAMUEL L +
PO BOX 342
PETERSBURG IL 62675

HANSEN LOUISE E TR
1511 ESTERO BLVD #603
FORT MYERS BEACH FL 33931

RICCIO JOSEPH MICHAEL
26 SECLUDED HOLLOW RD
CAPE MAY COURT HOUSE NJ 08210

NELSON BRADLEY A TR
803 IRONWOOD CC DR
NORMAL IL 61761

FOUR P INVESTMENTS LTD
1511 ESTERO BLVD APT 606
FORT MYERS BEACH FL 33931

WOLOS MICHAEL C & SHAREN A
PO BOX 381
FLUSHING MI 48433

TMS INVESTMENTS
185 HIGH ST NE
WARREN OH 44481

SUNSET VIEWS LLC
PO BOX 70
AUBURN IN 46706

SMITH JULIA V TR
1511 ESTERO BLVD #PHA
FORT MYERS BEACH FL 33931

CALHAN FLP
189 SADDLEBROOK DR
OAK BROOK IL 60523

CALHAN LEO D & JOAN C
1511 ESTERO BLVD #PHC
FORT MYERS BEACH FL 33931

LADWIG MARY TR
10019 ISOLA WAY
MIROMAR LAKES FL 33913

MALAGOTTA PROPERTIES LLC
ANTHONY MIRAGLIOTTA
31 JOHN ALDEN ST
CLIFTON NJ 07013

LONI RODGER J+
2054 N NORDICA AVE
CHICAGO IL 60707

RICCIO NICHOLAS J &
1511 ESTERO BLVD #PHG
FORT MYERS BEACH FL 33931

WILLIAMS JEFFREY M TR
1511 ESTERO BLVD #PHH
FORT MYERS BEACH FL 33931

LOIZZO DIANE L TR
8453 ROB ROY DR
ORLAND PARK IL 60462

BUTLER WILLIAM PATRICK
732 OKUMA DR
CHESTER VA 23836

MAUHI ENTERPRISES INC
4411 CLEVELAND AV
FORT MYERS FL 33901

MAUHI ENTERPRISES INC
4411 CLEVELAND AV
FORT MYERS FL 33901

MAUHI ENTERPRISES INC
4411 CLEVELAND AV
FORT MYERS FL 33901

MAUHI ENTERPRISES INC
4411 CLEVELAND AV
FORT MYERS FL 33901

MAUHI ENTERPRISES INC
4411 CLEVELAND AV
FORT MYERS FL 33901

1300 ESTERO BLVD LLC
32 BAYVIEW BLVD
FORT MYERS BEACH FL 33931

BEYER TAMMY E TR
9656 HALYARDS CT # 24
FORT MYERS FL 33919

ANDRESEN EDWIN TR
7960 PRESERVATION DR
INDIANAPOLIS IN 46278

BOCCELLA SALVATORE
4 POINT VIEW CT
SICKLERVILLE NJ 08081

JOHNSON NANCY ANN L/E
9 NANCY LN
FORT MYERS BEACH FL 33931

HECK LLC
15561 CATALPA COVE DR
FORT MYERS FL 33908

CONANT DONNA TR
8122 S FOREST HILL CIR
FRANKLIN WI 53132

DENNIS R + CYNTHIA L LOKEN TRU
106 ICHABOD LN
MANKATO MN 56001

LANDOLFI STEVEN J
22 VETO ST
PROVIDENCE RI 02908

NIEMEIER RYAN & SUMMER
106 S WALNUT ST
LA CRESCENT MN 55947

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Index	Subject	FolioId	STRAP	OwnerNam	OwnerNam	MailAddress	MailAddress	MailCity	MailState	MailZip	MailCountr	SiteNumbe
0	TRUE	10477703	19-46-24-V	LKLB OF FLORIDA INC	1400 ESTERO BLVD	FORT MYER FL		FORT MYER FL		33931		1479
1	FALSE	10617008	19-46-24-V	VENETIAN GARDENS C	PALERMO CIR	FORT MYER FL		FORT MYER FL		33931		
2	FALSE	10617009	19-46-24-V	VENETIAN GARDENS C	PALERMO CIR	FORT MYER FL		FORT MYER FL		33931		
3	FALSE	10227974	19-46-24-V	KEY ESTERO SHOPS LL	3220 PINE CONE CT	MILFORD MI		MILFORD MI		48381		1661
4	FALSE	10227975	19-46-24-V	REALBOOK LLC	12 SEQUOIA DR	DAYTON NJ		DAYTON NJ		8810		200
5	FALSE	10227976	19-46-24-V	GH3 RB CAPITAL LLC	1700 MEDICAL LN #10	FORT MYER FL		FORT MYER FL		33907		211
6	FALSE	10227978	19-46-24-V	AMBERJACK PROPERTI	PO BOX 446	OTTOVILLE OH		OTTOVILLE OH		45876		210
7	FALSE	10227985	19-46-24-V	PIEC DANIEL J & JOYCE	230 CAROLINA AVE	FORT MYER FL		FORT MYER FL		33931		230
8	FALSE	10227993	19-46-24-V	MOORE ERIK & SUSAN	8136 KRONLOKKEN LA	LAFAYETTE IN		LAFAYETTE IN		47909		231
9	FALSE	10228046	19-46-24-V	EE44 LLC	1951 PINE RIDGE DR	JENISON MI		JENISON MI		49428		125/127
10	FALSE	10626630	19-46-24-V	COLLIN JAMES GROUP	15 CARROTWOOD CT	FORT MYER FL		FORT MYER FL		33919		259
11	FALSE	10626631	19-46-24-V	COLLIN JAMES GROUP	15 CARROTWOOD CT	FORT MYER FL		FORT MYER FL		33919		257
12	FALSE	10228054	19-46-24-V	RATISBONA INC	3665 BONITA BEACH R	BONITA SPI FL		BONITA SPI FL		34134		251/255
13	FALSE	10228055	19-46-24-V	ZIEGLER MICHAEL W &	437 AUBURN ST	ALLEN TOW PA		ALLEN TOW PA		18103		249
14	FALSE	10228056	19-46-24-V	CANTRELL JASON ALAN	620 GREENFORD TRAIL	CARMEL IN		CARMEL IN		46032		245
15	FALSE	10228057	19-46-24-V	PETERSON DAVID CHA	85 LAKEVIEW AVE	EXCELSIOR MN		EXCELSIOR MN		55331		239
16	FALSE	10228058	19-46-24-V	WIDMEIER INVESTMEN	4390 DODGE ST	DUBUQUE IA		DUBUQUE IA		52003		237
17	FALSE	10228059	19-46-24-V	MALONEY JAMES P TR	235 CAROLINA AVE	FORT MYER FL		FORT MYER FL		33931		233/235
18	FALSE	10228060	19-46-24-V	ESH ANDREW CHARLE	15833 SUNSET RD	MINNETON MN		MINNETON MN		55345		223
19	FALSE	10228061	19-46-24-V	SZYPSERSKI KEITH P	219 CAROLINA AV	FORT MYER FL		FORT MYER FL		33931		219
20	FALSE	10228062	19-46-24-V	LANI KAI LP	1400 ESTERO BLVD	FORT MYER FL		FORT MYER FL		33931		1403
21	FALSE	10228063	19-46-24-V	LANI KAI LP	1400 ESTERO RD	FORT MYER FL		FORT MYER FL		33931		1401
22	FALSE	10228064	19-46-24-V	AULLS PATRICIA E L/E	7241 BERGAMO WAY U	FORT MYER FL		FORT MYER FL		33966		1351
23	FALSE	10228065	19-46-24-V	WILCOX LANCE	1339 SANTOS RD	FORT MYER FL		FORT MYER FL		33931		1339
24	FALSE	10228066	19-46-24-V	PARILLA DAVID R TR	1335 SANTOS RD	FORT MYER FL		FORT MYER FL		33931		1335
25	FALSE	10228067	19-46-24-V	CONNER CHARLES R &	53 POMPAO ST	FORT MYER FL		FORT MYER FL		33931		126
26	FALSE	10228068	19-46-24-V	PARILLA DAVID R TR	1335 SANTOS RD	FORT MYER FL		FORT MYER FL		33931		1321
27	FALSE	10228069	19-46-24-V	KLC SURF L CHRISTOPH	4625 W EUCLID AVE	TAMPA FL		TAMPA FL		33629		1397
28	FALSE	10228070	19-46-24-V	KLC SURF L CHRISTOPH	4625 W EUCLID AVE	TAMPA FL		TAMPA FL		33629		1365/1375
29	FALSE	10228071	19-46-24-V	LANI KAI LP ROBERT G	1400 ESTERO BLVD	FORT MYER FL		FORT MYER FL		33931		1345
30	FALSE	10228072	19-46-24-V	LANI KAI LP ROBERT G	1400 ESTERO BLVD	FORT MYER FL		FORT MYER FL		33931		1331

31	FALSE	10228073	19-46-24-V LANI KAI LP ROBERT G (1400 ESTERO BLVD	FORT MYER FL	33931	1325
32	FALSE	10228074	19-46-24-V 7-ELEVEN I CORP INCC 3200 HYACKBERRY RD IRVING TX		75063	1301
33	FALSE	10228089	19-46-24-V 455 PALERMO CIRCLE 1421 EAST LAKE SHOR SPRINGFIE IL		62712	455
34	FALSE	10463011	19-46-24-V VAN FAM PROPERTIES 17323 INDIGO RIDGE SV BYRON CEI MI		49315	459
35	FALSE	10228090	19-46-24-V DAR LAND HOLDINGS 13487 COUNTY LINE RD LUXEMBUR WI		54217	461
36	FALSE	10469664	19-46-24-V 463 PALMERO LLC 1421 E LAKE SHORE DF SPRINGFIE IL		62712	463
37	FALSE	10228091	19-46-24-V 499 PALERMO LLC 1421 E LAKE SHORE DF SPRINGFIE IL		62712	499
38	FALSE	10228092	19-46-24-V MILLER JONATHAN T PO BOX 80490 FORT WAYN IN		46898	501
39	FALSE	10228093	19-46-24-V TEZAK HELEN C TR 50 CHAPEL ST APT 4 FORT MYER FL		33931	505
40	FALSE	10228094	19-46-24-V R & D ENTERPRISES OF 3436 CHURCH ST STEVENS P WI		54481	551
41	FALSE	10558864	19-46-24-V WEIGERT ANTJE & MAR 415 CAPE CORAL PKW CAPE COR FL		33914	561
42	FALSE	10228095	19-46-24-V JAMES R BRATLEY & JO 15120 W ILIFF PL LAKEWOOD CO		80228	571
43	FALSE	10228096	19-46-24-V GNIRCK RAPHAEL + AM MUEHLBERG 39A BAD HOMBURG VD HO	GERMANY	61348	581
44	FALSE	10228097	19-46-24-V STRICK RICHARD A & 5804 PARK RIDGE CT FORT COLL CO		80528	130
45	FALSE	10228098	19-46-24-V HENNESSEY PATRICIA 460 PALERMO CIR FORT MYER FL		33931	460
46	FALSE	10228099	19-46-24-V NORTH KEY INC 7150 RED LION FIVE PC SPRINGBO OH		45066	552
47	FALSE	10228100	19-46-24-V DONNA M BYRD TRUST 5701 BLUNK KNOB RD ELIZABETH IN		47117	580
48	FALSE	10228101	19-46-24-V RELAAX LLC 2201 E WILLOW ST STE SIGNAL HIL CA		90755	584/586
49	FALSE	10228102	19-46-24-V RELAAX LLC 2201 E WILLOW ST STE SIGNAL HIL CA		90755	588/590
50	FALSE	10228103	19-46-24-V DEL BUSTO GEORGE & 2212 EVEREST PKWY CAPE COR FL		33904	456
51	FALSE	10228104	19-46-24-V 450 PALERMO LLC 1421 E LAKE SHR SPRINGFIE IL		62712	450
52	FALSE	10599453	19-46-24-V LUSSIER TARA CORBISI 745 BIMINI LN PUNTA GOI FL		33950	212
53	FALSE	10599454	19-46-24-V RELAAX LLC 2201 E WILLOW ST STE SIGNAL HIL CA		90755	
54	FALSE	10228136	19-46-24-V DAY BILLY WAYNE 3708 SHANNON RUN T LOUISVILLE KY		40299	155
55	FALSE	10228137	19-46-24-V LUMP THOMAS F & ANN 145 PALERMO CIR FORT MYER FL		33931	145
56	FALSE	10228138	19-46-24-V SLOMSKI STEVEN A & PO BOX 24 PMB 25382 PENSACOL FL		32513	139
57	FALSE	10228164	19-46-24-V ARLINGTON LARRY SMIT 434 SPINNAKER DR MARCO ISL FL		34145	121
58	FALSE	10228165	19-46-24-V KALIDINDI RAMA USHA 44354 APACHE CIR ASHBURN VA		20147	117
59	FALSE	10228167	19-46-24-V 1249 ESTERO ADVENTI 290 BAHIA VIA FORT MYER FL		33931	1249
60	FALSE	10228174	19-46-24-V NAUTICAL MARKETING 189 SABAL DR FORT MYER FL		33931	1698
61	FALSE	10228175	19-46-24-V MOFFA ROBERT H 37728 LOIS DR STERLING MI		48310	1660
62	FALSE	10228176	19-46-24-V WEIT MARTIN & DAWN 275 TROPICAL SHORES FORT MYER FL		33931	71
63	FALSE	10228177	19-46-24-V BLOCD AHL LEASING LI 3538 TIMBER RIDGE TR CEDAR RA FIA		52411	1667

64	FALSE	10228178	19-46-24-V CROWLEY THERESA M	60 ALVA DR	FORT MYER FL	33931	60
65	FALSE	10228179	19-46-24-V BERTSCHINGER INVES	SEEBLICK 13	WOLLERAU	8832 SWITZERLA	1662
66	FALSE	10228180	19-46-24-V BERTSCHINGER INVES	SEEBLICK 13	8832 WOLLERAU	SWITZERLA	1664
67	FALSE	10228181	19-46-24-V CGRT LLC +	573 LONGWOOD AVE	GLENCOE IL	60022	1666
68	FALSE	10228183	19-46-24-V MAUHI ENTERPRISES II	4411 CLEVELAND AV	FORT MYER FL	33901	1560
69	FALSE	10228184	19-46-24-V SMART PARK OF FMB LI	11330 LONG WATER C	FORT MYER FL	33908	1510
70	FALSE	10228185	19-46-24-V WATERFRONT PROPER	4411 CLEVELAND AVE	FORT MYER FL	33901	71/73
71	FALSE	10228186	19-46-24-V HASSELHOFF LLC	414 MARKET ST	IOWA CITY IA	52245	60/64
72	FALSE	10228187	19-46-24-V 1560 I STREET 62 LLC	4705 LELAND DR	CUMMING GA	30041	1560
73	FALSE	10228188	19-46-24-V UNDERWOOD LLC	414 MARKET ST	IOWA CITY IA	52245	1550
74	FALSE	10228189	19-46-24-V HOY MARSHA L/E	61 ALVA DR	FORT MYER FL	33931	61
75	FALSE	10228190	19-46-24-V GANIM GEORGE W & JC	4666 MAIN ST	BRIDGEPOICT	6606	1478
76	FALSE	10228191	19-46-24-V GANIM GEORGE W & JC	4666 MAIN ST	BRIDGEPOICT	6606	1450
77	FALSE	10228192	19-46-24-V LANI KAI LP ROBERT G	1400 ESTERO BLVD	FORT MYER FL	33931	1400
78	FALSE	10228193	19-46-24-V STEPNEY LLC	4666 MAIN ST	BRIDGEPOICT	6606	71
79	FALSE	10228194	19-46-24-V GANIM GEORGE W SR	4666 MAIN ST	BRIDGEPOICT	6606	1480
80	FALSE	10228195	19-46-24-V ATWATTER WALTER RA	12711 CHATHAM DR	FORT MYER FL	33908	61/65
81	FALSE	10228196	19-46-24-V RIGHT CHOICE INVEST	13500 TELEGRAPH RD	TAYLOR MI	48180	1250
82	FALSE	10228197	19-46-24-V OUR BEACH SAND LLC	12483 SUMMERWOOD	FORT MYER FL	33908	1270
83	FALSE	10228229	19-46-24-V PE RENTALS LLC	1107 KANE ST	LA CROSSE WI	54603	157
84	FALSE	10228230	19-46-24-V BARKER JOHN +	5262 OLYMPIA DR	INDIANAPC IN	46228	159
85	FALSE	10228231	19-46-24-V VALAZQUEZ TIMOTHY +	163 MIRAMAR ST	FORT MYER FL	33931	163
86	FALSE	10228232	19-46-24-V RUSK CHRISTOPHER J	193 MIRAMAR ST	FORT MYER FL	33931	193
87	FALSE	10228233	19-46-24-V KOSTER RODNEY A & TI	880 3RD ST	FORT MYER FL	33931	201
88	FALSE	10228395	19-46-24-V BATIKI WES SUIOR MII	15751 SAN CARLOS BL	FORT MYER FL	33908	
89	FALSE	10462574	19-46-24-V TROPICAL CENTER COI	1300 ESTERO BLVD	FORT MYER FL	33931	
90	FALSE	10462572	19-46-24-V CRESCENT SHORE COI	PO BOX 2990	FORT MYER FL	33932	
91	FALSE	10228396	19-46-24-V PARKER HARRY W & BE	17858 US HIGHWAY 61	SIKESTON MO	63801	1511
91	FALSE	10228397	19-46-24-V PETRICH PAUL E & GAY	860 HENN HYDE RD	WARREN OH	44484	1511
91	FALSE	10228398	19-46-24-V WILLIAM L & JOYCE J H	28033 N 1850 EAST RD	GRIDLEY IL	61744	1511
91	FALSE	10228399	19-46-24-V WILLIAMS JEANNE L TR	1511 ESTERO BLVD # P	FORT MYER FL	33931	1511
91	FALSE	10228400	19-46-24-V HANY JOHN A TR	3405 STEPHANIE RD	BLOOMING IL	61704	1511
91	FALSE	10228401	19-46-24-V BUTLER JAMES H & TER	1511 ESTERO BLVD #2	FORT MYER FL	33931	1511

91	FALSE	10228402	19-46-24-V LAY DANIEL F TR	7583 N 1300 E ROAD	SHIRLEY IL	61772	1511
91	FALSE	10228403	19-46-24-V FRANKLIN JAY STAHAN	1511 ESTERO BLVD #2	FORT MYER FL	33931	1511
91	FALSE	10228404	19-46-24-V FILM CAROLYN A	64 CARROLLS GROVE	FT TROY NY	12180	1511
91	FALSE	10228405	19-46-24-V BROWN JOANNE M TR	PO BOX 96	OMENA MI	49674	1511
91	FALSE	10228406	19-46-24-V JONES MALINDA ETZLE	2445 S FILLMORE ST	DENVER CO	80210	1511
91	FALSE	10228407	19-46-24-V FENN CYNTHIA TR	14248 FOUNTAIN HILL	PRIOR LAKE MN	55372	1511
91	FALSE	10228408	19-46-24-V FRANA THERESA L	2789 TRAILWOOD LN	LEXINGTON KY	40511	1511
91	FALSE	10228409	19-46-24-V 1511 ESTEF MICHELLE	495 THOMAS DR	NORTH BAF IL	60010	1511
91	FALSE	10228410	19-46-24-V OBRIEN CAROL & WIN	1511 ESTERO BLVD #3	FORT MYER FL	33931	1511
91	FALSE	10228411	19-46-24-V DANIELSON BRIAN	1300 WILD ROSE TRAIL	EDMOND OK	73034	1511
91	FALSE	10228412	19-46-24-V KARBLER LARRY L/E	6558 OHENRY CIR	NORTH RID OH	44039	1511
91	FALSE	10228413	19-46-24-V JOHNSTON DALE MICH	118 MEADOW CREEK C	LEXINGTON IL	61753	1511
91	FALSE	10228414	19-46-24-V SEXTON MICHAEL ZEP	1511 ESTERO BLVD # 3	FORT MYER FL	33931	1511
91	FALSE	10228415	19-46-24-V RAPP DALE A & RUTH A	104 PRAIRIE DR	LEXINGTON IL	61753	1511
91	FALSE	10228416	19-46-24-V LAW MICHAEL M & SHE	PO BOX 584	HEYWORTH IL	61745	1511
91	FALSE	10228417	19-46-24-V MEZERA CHRISTINA M	5229 W 62ND ST	EDINA MN	55436	1511
91	FALSE	10228418	19-46-24-V QUARTELLO BETTY A TF	1511 ESTERO BLVD # 4	FORT MYER FL	33931	1511
91	FALSE	10228419	19-46-24-V SUNSET VIEWS LLC	PO BOX 70	AUBURN IN	46706	1511
91	FALSE	10228420	19-46-24-V DARIANO KELLI R TR	79 SUNNY LN	TIFFIN OH	44883	1511
91	FALSE	10228421	19-46-24-V MOORE ROBERT J & CY	1511 ESTERO BLVD #4	FORT MYER FL	33931	1511
91	FALSE	10228422	19-46-24-V STRIBLING MARK TR	PO BOX 408	ASHLAND IL	62612	1511
91	FALSE	10228423	19-46-24-V STOCKER REBECCA L & APT	407 1511 ESTEF JACKSON	VI IL	62650	1511
91	FALSE	10228424	19-46-24-V SMITH GARY B & ROXY	3734 WESLEY CHAPEL	ZANESVILLE OH	43701	1511
91	FALSE	10228425	19-46-24-V HOLZAPFEL CHARLES J	801 S 4TH CIR	BRANDON SD	57005	1511
91	FALSE	10228426	19-46-24-V GREEN BURLEY & TAM	PO BOX 44	OWENSVIL MO	65066	1511
91	FALSE	10228427	19-46-24-V SUNSET VIEWS LLC	PO BOX 70	AUBURN IN	46706	1511
91	FALSE	10228428	19-46-24-V CHARLES DANNY TR	9751 EASTERN AVE	BYRON CE MI	49315	1511
91	FALSE	10228429	19-46-24-V DOUGLAS RAYMOND & 3	PELHAM I GRIMSBY	LINCOLNSHIRE	DN34 4SU	UNITED KIN
91	FALSE	10228430	19-46-24-V 41 DEVOE STREET	COR 26 UPLAND RD	GREAT NEC NY	11020	1511
91	FALSE	10228431	19-46-24-V GLACKIN BARBARA Q T	1673 MOUNT EVEREST	TOMS RIVE NJ	8753	1511
91	FALSE	10228432	19-46-24-V SPIDEL LYNN R & DEAN	700 LAKESIDE DR	ROME CITY IN	46784	1511
91	FALSE	10228433	19-46-24-V SPIDEL LYNN R & DEAN	700 LAKESIDE DR	ROME CITY IN	46784	1511
91	FALSE	10228434	19-46-24-V GUILLES JON R TR	PO BOX 2706	FORT MYER FL	33932	1511

91	FALSE	10228435	19-46-24-V STERNER RACHEL V TR 2803 KINGS CROSSING KINGWOOD TX	77345	1511
91	FALSE	10228436	19-46-24-V WOOD SAMUEL L PO BOX 342 PETERSBURG IL	62675	1511
91	FALSE	10228437	19-46-24-V SMITH BRIAN T + PO BOX 235 HEYWORTH IL	61745	1511
91	FALSE	10228438	19-46-24-V WOOD SAMUEL L + PO BOX 342 PETERSBURG IL	62675	1511
91	FALSE	10228439	19-46-24-V HANSEN LOUISE E TR 1511 ESTERO BLVD #6 FORT MYER FL	33931	1511
91	FALSE	10228440	19-46-24-V RICCIO JOSEPH MICHAEL 26 SECLUDED HOLLOV CAPE MAY NJ	8210	1511
91	FALSE	10228441	19-46-24-V NELSON BRADLEY A TR 803 IRONWOOD CC DF NORMAL IL	61761	1511
91	FALSE	10228442	19-46-24-V FOUR P INVESTMENTS 1511 ESTERO BLVD AP FORT MYER FL	33931	1511
91	FALSE	10228443	19-46-24-V WOLOS MICHAEL C & S PO BOX 381 FLUSHING MI	48433	1511
91	FALSE	10228444	19-46-24-V TMS INVESTMENTS 185 HIGH ST NE WARREN OH	44481	1511
91	FALSE	10228445	19-46-24-V SUNSET VIEWS LLC PO BOX 70 AUBURN IN	46706	1511
92	FALSE	10228446	19-46-24-V SMITH JULIA V TR 1511 ESTERO BLVD #PI FORT MYER FL	33931	1511
92	FALSE	10228447	19-46-24-V CALHAN FLP 189 SADDLEBROOK DF OAK BROOK IL	60523	1511
92	FALSE	10228448	19-46-24-V CALHAN LEO D & JOAN 1511 ESTERO BLVD #PI FORT MYER FL	33931	1511
92	FALSE	10228449	19-46-24-V LADWIG MARY TR 10019 ISOLA WAY MIOMAR IL FL	33913	1511
92	FALSE	10228450	19-46-24-V MALAGOTT ANTHONY I 31 JOHN ALDEN ST CLIFTON NJ	7013	1511
92	FALSE	10228451	19-46-24-V LONI RODGER J + 2054 N NORDICA AVE CHICAGO IL	60707	1511
92	FALSE	10228452	19-46-24-V RICCIO NICHOLAS J & 1511 ESTERO BLVD #PI FORT MYER FL	33931	1511
92	FALSE	10228453	19-46-24-V WILLIAMS JEFFREY M TI 1511 ESTERO BLVD #PI FORT MYER FL	33931	1511
92	FALSE	10228454	19-46-24-V LOIZZO DIANE L TR 8453 ROB ROY DR ORLAND PA IL	60462	1511
92	FALSE	10228455	19-46-24-V BUTLER WILLIAM PATRI 732 OKUMA DR CHESTER VA	23836	1511
93	FALSE	10228457	19-46-24-V MAUHI ENTERPRISES II 4411 CLEVELAND AV FORT MYER FL	33901	1600
94	FALSE	10228458	19-46-24-V MAUHI ENTERPRISES II 4411 CLEVELAND AV FORT MYER FL	33901	1600
95	FALSE	10228459	19-46-24-V MAUHI ENTERPRISES II 4411 CLEVELAND AV FORT MYER FL	33901	1600
96	FALSE	10228460	19-46-24-V MAUHI ENTERPRISES II 4411 CLEVELAND AV FORT MYER FL	33901	1600
97	FALSE	10228461	19-46-24-V MAUHI ENTERPRISES II 4411 CLEVELAND AV FORT MYER FL	33901	1600
98	FALSE	10228463	19-46-24-V 1300 ESTERO BLVD LLC 32 BAYVIEW BLVD FORT MYER FL	33931	1300
98	FALSE	10228464	19-46-24-V BEYER TAMMY E TR 9656 HALYARDS CT # 2 FORT MYER FL	33919	1300
98	FALSE	10228465	19-46-24-V ANDRESEN EDWIN TR 7960 PRESERVATION C INDIANAPC IN	46278	1300
98	FALSE	10228466	19-46-24-V BOCCELLA SALVATORE 4 POINT VIEW CT SICKLERVIL NJ	8081	1300
98	FALSE	10228467	19-46-24-V JOHNSON NANCY ANN 9 NANCY LN FORT MYER FL	33931	1300
98	FALSE	10228468	19-46-24-V HECK LLC 15561 CATALPA COVE FORT MYER FL	33908	1300
98	FALSE	10228469	19-46-24-V CONANT DONNA TR 8122 S FOREST HILL CI FRANKLIN WI	53132	1300

98	FALSE	10228470	19-46-24-V DENNIS R + CYNTHIA L 106 ICHABOD LN	MANKATO MN	56001	1300
98	FALSE	10228471	19-46-24-V LANDOLFI STEVEN J 22 VETO ST	PROVIDENCE RI	2908	1300
98	FALSE	10228472	19-46-24-V NIEMEIER RYAN & SUM 106 S WALNUT ST	LA CRESCE MN	55947	1300

SiteStreet	SiteUnit	SiteCity	SiteZip	Legal
ESTERO BLVD		FORT MYER	33931	VENETIAN GARDENS <CR>BLK B PB 6 PG 70 <CR>LOTS 7 + 8 + E 1/2 OF LOT 9<CR>+ 28 + 29 +
SUBMERGED		FORT MYER	33931	VENETIAN GARDENS<CR>PB 6 PG 70<CR>RIO DEL LIDO CANAL
SUBMERGED		FORT MYER	33931	VENETIAN GARDENS<CR>PB 6 PG 70<CR>CANAL GRANDE CANAL
ESTERO BLVD		FORT MYER	33931	HILLS T P SUBD PB 3 PG 84<CR>PT LT 11 DESC OR 1468<CR>PG 1697 LESS N 275 FT
CAROLINA AVE		FORT MYER	33931	HILLS T P SUBD PB 3 PG 84<CR>PT LT 11 N 275 FT OF<CR>OR 1468 PG 1697
OSTEGO DR		FORT MYER	33931	HILLS T P SUBD PB 3 PG 84 PT LOT 11 DESC OR 1352 PG 613 AKA BLK J LOT 13 1ST EDITION VENETIAM GAI
OSTEGO DR		FORT MYER	33931	HILLS T P SUBD<CR>PB 3 PG 84 PT LOT 11<CR>DESC IN OR 1351 PG 1680
CAROLINA AVE		FORT MYER	33931	HILLS TP SUBD<CR>PB 3 PG 84 PT LOT 11<CR>DESC OR 1365 PG 760
OSTEGO DR		FORT MYER	33931	PARL IN S 1/4 AS DESC IN<CR>OR 1361 PG 1551 AKA BLK J<CR>LOT 15 VENETIAN GARDENS
PALERMO CIR		FORT MYER	33931	VENETIAN GARDENS<CR>BLK Y PB 6 PG 70<CR>ALL BLK Y EXC NLY 11 FT
CAROLINA AVE		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 11
CAROLINA AVE		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 12
CAROLINA AVE		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 13
CAROLINA AVE		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 14
CAROLINA AVE		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 15
CAROLINA AVE		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 16
CAROLINA AVE		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 17
CAROLINA AVE		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 18 + N 25 FT LOT 19
CAROLINA AVE		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 20 + S 1/2 OF LOT 19
CAROLINA AVE		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 21
SANTOS RD		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOTS 30 31 LESS W 12 FT
SANTOS RD		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOTS 32 + W 12 FT LOT 31
SANTOS RD		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 33
SANTOS RD		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 34
SANTOS RD		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 35
PALERMO CIR		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 36 + S 1/2 OF BLK X<CR>LESS THEN N 20 FT
SANTOS RD		FORT MYER	33931	VENETIAN GARDENS<CR>BLK A PB 6 PG 70<CR>LOT 37
ESTERO BLVD		FORT MYER	33931	VENETIAN GARDENS<CR>BLK B PB 6 PG 70<CR>W 1/2 LOT 9 LOTS 10 + 11
ESTERO BLVD		FORT MYER	33931	VENETIAN GARDENS<CR>BLK B PB 6 PG 70<CR>LOT 12
ESTERO BLVD		FORT MYER	33931	VENETIAN GARDENS<CR>BLK B PB 6 PG 70<CR>LOT 13
ESTERO BLVD		FORT MYER	33931	VENETIAN GARDENS<CR>BLK B PB 6 PG 70<CR>LOT 14

ESTERO BLVD	FORT MYER	33931 VENETIAN GARDENS<CR>BLK B PB 6 PG 70<CR>LOTS 15
ESTERO BLVD	FORT MYER	33931 VENETIAN GARDENS<CR>BLK B PB 6 PG 70<CR>LOTS 16 + 17
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK.D PB 6 PG 70<CR>LOT 10
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS <CR>BLK D PB 6 PG 70 <CR>LOT 11
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK.D PB 6 PG 70<CR>LOT 12
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS <CR>BLK D PB 6 PG 70 <CR>LOT 13 + N 1/2 OF LOT 14
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK D PB 6 PG 70<CR>PT LOT 15 + S 1/2 LOT 14<CR>DESC IN OR BK 3404 PG 4:
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK E PB 6 PG 70<CR>LOTS 1 + 2 + PT LOT 15 +<CR>20 FT STRIP N OF AND ADJ.
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK E PB 6 PG 70<CR>LOTS 3 + 4
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK E PB 6 PG 70<CR>LOT 5
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK E PB 6 PG 70<CR>LOT 6
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK E PB 6 PG 70<CR>LOT 7
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK.E PB 6 PG 70<CR>LOT 8 + LOT PT 9
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS PB 6/70<CR>BLK E S 1/2 OF LOT 9 +<CR>ALL OF BLK X LESS S 20 FT
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK.F PB 6 PG 70<CR>LOT 1
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK.F PB 6 PG 70<CR>LOT 2
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK.F PB 6 PG 70<CR>LOT 3
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK F PB 6 PG 70<CR>LOT 4
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK F PB 6 PG 70<CR>LOT 5
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK.F PB 6 PG 70<CR>LOT 6
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK F PB 6 PG 70<CR>LOT 7
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK F PB 6 PG 70<CR>PORTION OF LOT 28 DESC IN INSTRUMENT 2020000115
ACCESS UNDETERMINED	FORT MYERS BEACH	VENETIAN GARDENS<CR>BLK F PB 6 PG 70<CR>REMAINING PORTION OF LOT 28 DESC IN INSTRUMENT 2
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK G PB 6 PG 70<CR>LOT 17
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK.G PB 6 PG 70<CR>LOT 18
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK G PB 6 PG 70<CR>LOT 19 NLY 11 FT BLKY
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK.H PB 6 PG 70<CR>LOT 27
PALERMO CIR	FORT MYER	33931 VENETIAN GARDENS<CR>BLK H PB 6 PG 70<CR>LOT 28 + PT LOTS 26 + 29
ESTERO BLVD	FORT MYER	33931 VENETIAN GARDENS BLK H<CR>PB 6 PG 70 LOTS 30 31+32<CR>+ PT LT 29 OR 2414/2433
ESTERO BLVD	FORT MYER	33931 CRESCENT BEACH BLK B<CR>PB 4 PG 45 E 1/2 OF LT 1<CR>+ N 1/2 OF E 1/2 OF LT 4
ESTERO BLVD	FORT MYER	33931 CRESCENT BEACH<CR>BLK B PB 4 PG 45<CR>W 1/2 LOTS 1 + 4
AVENUE E	FORT MYER	33931 CRESCENT BEACH BLK B PB 4 PG 45 S 1/2 OF E 1/2 OF LOT 4 + E 1/2 OF LOT 5
I ST	FORT MYER	33931 CRESCENT BEACH<CR>BLK B PB 4 PG 45<CR>W 1/2 OF LOT 5

ALVA DR	FORT MYER	33931 CRESCENT BEACH<CR>BLK.B PB 4 PG 45<CR>LOT 7
I ST	FORT MYER	33931 CRESCENT BEACH<CR>BLK B PB 4 PG 45<CR>LOT 8
I ST	FORT MYER	33931 CRESCENT BEACH<CR>BLK B PB 4 PG 45<CR>LOT 9 + LOT PT 10
I ST	FORT MYER	33931 CRESCENT BEACH<CR>BLK B PB 4 PG 45<CR>LOT PT 10
ESTERO BLVD	FORT MYER	33931 CRESCENT BEACH<CR>BLK.C PB 4 PG 45<CR>LOTS 1 + 4
ESTERO BLVD	FORT MYER	33931 CRESCENT BEACH<CR>BLK C PB 4 PG 45<CR>LOTS 2 3 6
ALVA DR	FORT MYER	33931 CRESCENT BEACH<CR>BLK C PB 4 PG 45<CR>LOT 5
AVENUE C	FORT MYER	33931 CRESCENT BEACH<CR>BLK C PB 4 PG 45<CR>LOTS 7 + PT LOT 8 W 1/2 OF
I ST	62 FORT MYER	33931 CRESCENT BEACH<CR>BLK C PB 4 PG 45<CR>LT9 + E1/2 LT 8+ VAC ALLEY
I ST	FORT MYER	33931 CRESCENT BEACH<CR>BLK C PB 4 PG 45<CR>LOT 10
ALVA DR	FORT MYER	33931 CRESCENT BEACH<CR>BLK C PB 4 PG 45<CR>LOT 11
ESTERO BLVD	FORT MYER	33931 CRESCENT BEACH<CR>BLK D PB 4 PG 45<CR>LOTS 1 + 4 LESS WLY 43 FT
ESTERO BLVD	FORT MYER	33931 CRESCENT BEACH<CR>BLK.D PB 4 PG 45<CR>WLY 43 FT LOTS 1 + 4
ESTERO BLVD	FORT MYER	33931 CRESCENT BEACH PB 4 PG 45<CR>BLKS D + E + VAC R/W DESC<CR>OR 1293 PG 1208
AVENUE C	FORT MYER	33931 CRESCENT BEACH<CR>BLK.D PB 4 PG 45<CR>LOT 5
I ST	FORT MYER	33931 CRESCENT BEACH<CR>BLK.D PB 4 PG 45<CR>LOT 10
AVENUE C	FORT MYER	33931 CRESCENT BEACH<CR>BLK D PB 4 PG 45<CR>LOT 11
ESTERO BLVD	FORT MYER	33931 CRESCENT PARK LTS 1 + 2 + ESTRY 2.5 FT LT 3 + CRESCENT BEACH LTS 1-5 BLK F LESS ESTRLY 45FT OF NF
ESTERO BLVD	FORT MYER	33931 CRESCENT BEACH BLK F<CR>PB 4 PG 45 PT LOTS 1 2 & 3<CR>DESC IN OR 1319 PG 1459
MIRAMAR ST	FORT MYER	33931 MIRAMAR<CR>BLK B PB 6 PG 31<CR>LOT 8
MIRAMAR ST	FORT MYER	33931 MIRAMAR<CR>BLK B PB 6 PG 31<CR>LOT 9
MIRAMAR ST	FORT MYER	33931 MIRAMAR<CR>BLK.B PB 6 PG 31<CR>LOT 10
MIRAMAR ST	FORT MYER	33931 MIRAMAR<CR>BLK B PB 6 PG 31<CR>LOT 11
MIRAMAR ST	FORT MYER	33931 MIRAMAR<CR>BLK B PB 6 PG 31<CR>LOT 12
BATIKI WEST CONDO C	FORT MYER	33931 BATIKI WEST CONDO<CR>DESC OR BK 1055 PG 1455<CR>COMMON ELEMENTS POOL/DOCK
TROPICAL CENTER C/E	FORT MYER	33931 CONDO IN SW 1/4 SEC 19<CR>TWP 46 R 24 RECORDED IN<CR>OR 1123 P 323 THRU 364<CR>COMMON
CRESCENT SHORE C/E	FORT MYER	33931 A CONDO LOCATED IN SEC 19<CR>TWP 46 RGE 24 AS DESC IN<CR>OR 1464 PG 445<CR>COMMON ELEI
ESTERO BL'	200 FORT MYER	33931 BATIKI WEST CONDO<CR>OR 1055 PG 1455<CR>UNIT 200
ESTERO BL'	201 FORT MYER	33931 BATIKI WEST CONDO<CR> OR 1055 PG 1455<CR>UNIT 201
ESTERO BL'	202 FORT MYER	33931 BATIKI WEST CONDO<CR> OR 1055 PG 1455<CR>UNIT 202
ESTERO BL'	203 FORT MYER	33931 BATIKI WEST CONDO<CR> OR 1055 PG 1455<CR>UNIT 203
ESTERO BL'	204 FORT MYER	33931 BATIKI WEST CONDO<CR>OR 1055 PG 1455<CR>UNIT 204
ESTERO BL'	205 FORT MYER	33931 BATIKI WEST CONDO<CR> OR 1055 PG 1455<CR>UNIT 205

ESTERO BL'	206 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 206
ESTERO BL'	207 FORT MYER	33931 BATIKI WEST CONDO<CR>OR 1055 PG 1455<CR>UNIT 207	
ESTERO BL'	208 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 208
ESTERO BL'	209 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 209
ESTERO BL'	300 FORT MYER	33931 BATIKI WEST CONDO<CR>OR 1055 PG 1455<CR>UNIT 300	
ESTERO BL'	301 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 301
ESTERO BL'	302 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 302
ESTERO BL'	303 FORT MYER	33931 BATIKI WEST CONDO<CR>OR 1055 PG 1455<CR>UNIT 303	
ESTERO BL'	304 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 304
ESTERO BL'	305 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 305
ESTERO BL'	306 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 306
ESTERO BL'	307 FORT MYER	33931 BATIKI WEST CONDO<CR>OR 1055 PG 1455<CR>UNIT 307	
ESTERO BL'	308 FORT MYER	33931 BARIKI WEST CONDO<CR>	OR 1055 PG 1055<CR>UNIT 308
ESTERO BL'	309 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 309
ESTERO BL'	400 FORT MYER	33931 BATIKI WEST CONDO<CR>OR 1055 PG 1455<CR>UNIT 400	
ESTERO BL'	401 FORT MYER	33931 BATIKI WEST CONDO<CR>OR 1055 PG 1455<CR>UNIT 401	
ESTERO BL'	402 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 402
ESTERO BL'	403 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 403
ESTERO BL'	404 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 404
ESTERO BL'	405 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 405
ESTERO BL'	406 FORT MYER	33931 BATIKI WEST CONDO<CR>OR 1055 PG 1455<CR>UNIT 406	
ESTERO BL'	407 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 407
ESTERO BL'	408 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 408
ESTERO BL'	409 FORT MYER	33931 BATIKI WEST CONDO<CR>OR 1055 PG 1455<CR>UNIT 409	
ESTERO BL'	500 FORT MYER	33931 BATIKI WEST CONDO<CR>OR 1055 PG 1455<CR>UNIT 500	
ESTERO BL'	501 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 501
ESTERO BL'	502 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 502
ESTERO BL'	503 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 503
ESTERO BL'	504 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 504
ESTERO BL'	505 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 505
ESTERO BL'	506 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 506
ESTERO BL'	507 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 507
ESTERO BL'	508 FORT MYER	33931 BATIKI WEST CONDO<CR>OR 1055 PG 1455<CR>UNIT 508	

ESTERO BL'	509 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 509
ESTERO BL'	600 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 600
ESTERO BL'	601 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 601
ESTERO BL'	602 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 602
ESTERO BL'	603 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 603
ESTERO BL'	604 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 604
ESTERO BL'	605 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 605
ESTERO BL'	606 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 606
ESTERO BL'	607 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 607
ESTERO BL'	608 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 608
ESTERO BL'	609 FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT 609
ESTERO BL' PHA	FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT PENTHOUSE A
ESTERO BL' PHB	FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT PENTHOUSE B
ESTERO BL' PHC	FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT PENTHOUSE C
ESTERO BL' PHD	FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT PENTHOUSE D
ESTERO BL' PHE	FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT PENTHOUSE E
ESTERO BL' PHF	FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT PENTHOUSE F
ESTERO BL' PHG	FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT PENTHOUSE G
ESTERO BL' PHH	FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT PENTHOUSE H
ESTERO BL' PHI	FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT PENTHOUSE I
ESTERO BL' PHJ	FORT MYER	33931 BATIKI WEST CONDO<CR>	OR 1055 PG 1455<CR>UNIT PENTHOUSE J
ESTERO BL' A	FORT MYER	33931 TROPICAL CENTER CONDO<CR>	OR 1123 PG 323<CR>UNIT A
ESTERO BL' B	FORT MYER	33931 TROPICAL CENTER CONDO<CR>	OR 1123 PG 323<CR>UNIT B
ESTERO BL' C	FORT MYER	33931 TROPICAL CENTER CONDO<CR>	OR 1123 PG 323<CR>UNIT C
ESTERO BL' D	FORT MYER	33931 TROPICAL CENTER CONDO<CR>	OR 1123 PG 323<CR>UNIT D
ESTERO BL' E	FORT MYER	33931 TROPICAL CENTER CONDO<CR>	OR 1123 PG 323<CR>UNIT E
ESTERO BL'	101 FORT MYER	33931 CRESCENT SHORE CONDO<CR>	OR 1464 PG 445<CR>UNITS 101 102 + 103
ESTERO BL'	104 FORT MYER	33931 CRESCENT SHORE CONDO<CR>	OR 1464 PG 445<CR>UNIT 104
ESTERO BL'	105 FORT MYER	33931 CRESCENT SHORE CONDO<CR>	OR 1464 PG 445<CR>UNIT 105
ESTERO BL'	106 FORT MYER	33931 CRESCENT SHORE CONDO<CR>	OR 1464 PG 445<CR>UNIT 106
ESTERO BL'	201 FORT MYER	33931 CRESCENT SHORE CONDO<CR>	OR 1464 PG 445<CR>UNIT 201
ESTERO BL'	202 FORT MYER	33931 CRESCENT SHORE CONDO<CR>	OR 1464 PG 445<CR>UNIT 202
ESTERO BL'	203 FORT MYER	33931 CRESCENT SHORE CONDO<CR>	OR 1464 PG 445<CR>UNIT 203

ESTERO BL'	204 FORT MYER	33931 CRESCENT SHORE CONDO<CR>OR 1464 PG 445<CR>UNIT 204
ESTERO BL'	205 FORT MYER	33931 CRESCENT SHORE CONDO<CR>OR 1464 PG 445<CR>UNIT 205
ESTERO BL'	206 FORT MYER	33931 CRESCENT SHORE CONDO<CR>OR 1464 PG 445<CR>UNIT 206

·<CR>VAC RD RD R/W OR 553 PG 797

RDENS

545
TO LTS 1 + 2<CR>DESC IN OR BK 3404 PG 4545

371
:020000115871

ETHLY 2.7 LT 3

ELEMENTS
MENTS



July 24, 2024

LKLB of Florida Inc.
1400 Estero Blvd.
Fort Myers Beach, FL 33931

Re: 1479 Estero Blvd, Fort Myers Beach
Strap # 19-46-24-W4-0060.B0070
SEZ20240186- Bayside Parking lot

Dear Applicant,

The Community Development Department has reviewed the submission package for the above-referenced ZVL application. At this time, the application is found insufficient and requires additional information.

Zoning Review: Jason Smalley 7/24/2024

Concerns:

1. It is unclear whether sufficient parking is provided for the 25-unit hotel/motel use at the property. Any commercial parking would be in spaces that are in addition to the minimum required spaces. Please see the formula below for calculating the required minimum spaces for the primary site use. If the hotel/motel use requires 30 parking spaces, then 13 would be available for a commercial parking lot.
2. The parking lot area will need to be redesigned to comply with parking space and drive aisle minimums.
 - a. Parking spaces do not appear to meet minimum standards of 18'x9' with 2' overhand from wheel blocks
 - b. Drive aisles appear deficient in size. Plans call for 20' wide drive aisles, but there is not internal connection to allow for one-way only navigation through the parking lot, unless redesigned the aisle width doesn't provide the minimum 22' width for two-way traffic through the lot.
3. Current code requirements for landscaping, space separation and stormwater draining are not able to be met with the present lot configuration and several variances will be required.

Additional Information Needed:

1. To determine the minimum number of parking spaces required to accommodate the 25 guest units, staff needs to know the unit sizes (<450s.f. = 1.2 spaces per unit; >450s.f. = 1.5 spaces per unit)
2. Provide parking lot configuration plan that complies with spaces and drive aisle minimums.
 - a. On the parking plan, please show the existing light poles, heights and compliance with turtle-lighting standards.
3. A list of variances necessary to accommodate the redesigned parking plan.



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

Staff recommends that the following could be incorporated into the parking plan

- Improvements to the landscaping along Estero Blvd
- Reduce the entry driveway width from Estero Blvd. There appears to be two large entrances/exits from Estero Blvd. This could be reduced to one.

Please respond to each sufficiency review comment. If you do not provide the requested supplements or corrections within 60 calendar days of this letter, the Code requires that this application be considered withdrawn. If additional time is needed, the applicant may ask for additional time. If you have any questions concerning this matter, please contact the Community Development Department office by emailing zoningpermits@fmbgov.com.

Sincerely,
Jason Smalley
Planner
Community Development Services

From: [Sarah Propst](#)
To: [Robert Burandt](#); [Kendra Rosa](#)
Cc: [zoning.permits](#); [Judith Frankel](#)
Subject: RE: SEZ20240186- 1479 Estero Blvd- Insufficiency letter
Date: Tuesday, July 30, 2024 11:33:52 AM
Attachments: [image008.png](#)
[image009.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image017.png](#)
[image018.png](#)
[image019.png](#)
[image020.png](#)
[image021.png](#)
[image022.png](#)
[image002.png](#)

Good morning Mr. Burandt, staff is unable to determine what variances are needed without a dimensioned plan that indicates the aisle width, the parking space sizes, and any landscaping areas. Please provide that plan/information, along with the size of the guest units that the parking lot accommodates (units up to 450 sf. = 1.2 spaces, greater than 450 sf = 1.5 spaces) to help us determine the number of spaces available for public use.

Please reach out if this is unclear or we can assist.



Sarah Propst, AICP, PMP
Sr. Planner/Project Manager
Town of Fort Myers Beach
2731 Oak St
Fort Myers Beach, FL. 33931
Cell: (757) 269-1203



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

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

From: Robert Burandt <robert@capecoralattorney.com>
Sent: Monday, July 29, 2024 11:12 AM
To: Kendra Rosa <Kendra@fmbgov.com>
Cc: [zoning.permits](#) <zoningpermits@fmbgov.com>; Sarah Propst <sarah.propst@fmbgov.com>;
Judith Frankel <jfrankel@fmbgov.com>
Subject: RE: SEZ20240186- 1479 Estero Blvd- Insufficiency letter

Thank you for your letter of insufficiency, this lot has been used for parking for over 40 years and we are trying to come into compliance as requested by town officials even though we believe we are currently compliant with existing codes. Please advise what additional

variances will be required if we decide to continue with our existing application.

Thank you and have a nice day.

Robert B. Burandt, Esq.
BURANDT, ADAMSKI, FEICHTHALER, & SANCHEZ, PLLC
1714 Cape Coral Parkway East
Cape Coral, Florida 33904

Phone: (239) 542-4733
Fax: (239) 542-9203
Email: Robert@capecoralattorney.com

Confidentiality Notice - This message is being sent by or on behalf of an attorney. It is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of this message.

This Communication Is From A Debt Collector- Unless you dispute the validity of this debt within thirty days of your receipt of this notice, we will assume that the debt is valid. If you notify us in writing within the thirty day period that the debt is disputed, we will take the steps necessary to obtain verification of the debt from the creditor and forward the same to you. Pursuant to the Fair Debt Collection Practices Act (15 U.S.C. 1692 et seq.) we are required to state that this information is an attempt to collect a debt and any information obtained will be used for that purpose.

From: Kendra Rosa <Kendra@fmbgov.com>
Sent: Wednesday, July 24, 2024 3:17 PM
To: Robert Burandt <robert@capecoralattorney.com>
Cc: zoning.permits <zoningpermits@fmbgov.com>; Sarah Propst <sarah.propst@fmbgov.com>;
Judith Frankel <jfrankel@fmbgov.com>
Subject: SEZ20240186- 1479 Estero Blvd- Insufficiency letter

Good afternoon,

Please find the attached insufficiency letter for 1479 Estero Blvd.

Kendra Rosa
*Zoning Coordinator,
Community Development
Town of Fort Myers Beach
2731 Oak St
Fort Myers Beach, FL 33931
Phone: (239) 765-0202*



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

1. **Request:**

Meeting Date: January 21, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND KELLY BROTHERS, INC. TO CONSTRUCT THE DINGHY DOCK PROJECT AND HURRICANE RECOVERY PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

The Matanzas Pass Mooring Field submerged land lease and management plan approved by the Florida Department of Environmental Protection requires the Town to provide upland access to mooring field renters.

What the action accomplishes:

The Matanzas Pass Dinghy Dock provides upland access to the Town's mooring field renters.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Chadd Chustz, Environmental
Projects Manager

5. **Background:**

Hurricane Ian destroyed the Matanzas Pass Dingy Dock on September 8, 2022.

Town Council Resolution 24-286 approved to award ITB-24-008 to Kelly Brothers, Inc. on December 16, 2024.

Attachments:

1. 25-52, Kelly Bros Dinghy Dock - ns rev cdc
2. Dinghy Dock Construction Contract 26DEC2024
3. 23052-TFMB Construction Specifications 20240606
4. 23052-TFMB Dingy Dock Construction Plans 20240613
5. 23052 TFMB Special Provisions 20240607
6. 23052-TFMB Schedule of Values 20240606
7. Bidding document
8. Dingy Dock Permit_0252456-005 EE

Financial Impact:

The Town is expected to receive reimbursement in full via Public Assistance grants from the Federal Emergency Management Agency and the Florida Department of Emergency Management.

6. **Alternative Action**

Do not approve agreement between the Town of Fort Myers Beach and Kelly Brothers, Inc. to construct the Matanzas Pass Dinghy Dock.

7. **Management Recommendations:**

Approve agreement between the Town of Fort Myers Beach and Kelly Brothers, Inc. to construct the Matanzas Pass Dinghy Dock.

8. **Recommended Approval:**

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

Created/Initiated - 1/6/2025
Approved - 1/7/2025
Approved - 1/14/2025
Approved - 1/15/2025
Final Approval - 1/15/2025

RESOLUTION NUMBER 25-52

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND KELLY BROTHERS, INC. TO CONSTRUCT THE DINGHY DOCK PROJECT AND HURRICANE RECOVERY PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; 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, Hurricane Ian destroyed the Matanzas Pass Dingy Dock on September 8, 2022; and

WHEREAS, the Town of Fort Myers Beach is seeking to restore the Matanzas Pass Dingy Dock to provide upland access to Matanzas Pass Mooring Field renters; and

WHEREAS, WHEREAS, pursuant to a competitive procurement process in compliance with Florida law and the Town Code, the Town Council approved an award of ITB-24-008 to Kelly Brothers, Inc. on December 16, 2024; and

WHEREAS, Kelly Brothers Inc. was the lowest bidder in the amount of \$204,645.00 for the construction of a concrete dock and also included with its bid an alternative bid of \$129,045.00 to construct an aluminum dock in response to ITB-24-008; and

WHEREAS, the cost to reconstruct the Matanzas Pass Dinghy Dock is eligible for public assistance from the Federal Emergency Management Agency; and

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

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 attached as Exhibit A

between the Town and Kelly Brothers, Inc. for construction of the Matanzas Pass Dinghy Dock.

Section 3. The Town Manager is hereby authorized to execute the Agreement and expend budgeted funds on behalf of the Town to fulfill the Town's contractual obligation.

Section 4. This resolution shall take effect 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 ____ day of January 2025 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 _____ 2025.

FMB:006 - CONSTRUCTION CONTRACT AGREEMENT FORM
(1 of 9 Pages)

CONSTRUCTION CONTRACT AGREEMENT

Contract No. ITB-24-08-EN

Council Award Date: December 16, 2024

AGREEMENT

THIS AGREEMENT (also referred herein as "Contract") is made this _____ day of _____ by and between the TOWN OF FORT MYERS BEACH, FLORIDA, hereinafter called "**TOWN**," and _____, a corporation, hereinafter called "**CONTRACTOR**."

WITNESSETH:

For and in consideration of the mutual covenants herein set forth, the parties agree as follows:

ARTICLE 1. WORK

The CONTRACTOR shall commence and complete all work for PROJECT TITLE ITB-24-08-EN in accordance with the Contract Documents. CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described in the Contract Documents. A Scope of Services is attached marked Exhibit "A".

ARTICLE 2. CONTRACT SUM

2.1. The TOWN shall pay the CONTRACTOR, in current funds, for the performance of the work described in Exhibit "A", subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of _____, said amount being the **Total ALTERNATE Bid Amount** as listed on the CONTRACTOR's Official Bid Proposal Form that was submitted for this project.

ARTICLE 3. PROGRESS PAYMENTS

Based upon applications for payments submitted to TOWN'S Representative by the CONTRACTOR, and Certificates for Payment issued by the TOWN'S representative, the TOWN shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents as follows:

3.1. Not later than ninety (90) calendar days following the approval of an Application for payment, TOWN will make payment to CONTRACTOR in an amount equal to ninety-five percent (95%) of that portion of the Contract Price properly allocated to labor, materials and equipment incorporated in the Work and ninety-five percent (95%) of the

portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the TOWN.

- 3.2. The Town shall withhold 5% of each progress payment as retainage until the project is completed.
- 3.3. Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the TOWN shall determine for all incomplete work, unsettled claims or unused units as provided in the Contract Documents.

ARTICLE 4. CONTRACT DOCUMENTS

The Term “**Contract Documents**” shall include this Contract; addenda; CONTRACTOR’s Bid, except to the extent it conflicts with any other contractual provision; the Notice to Proceed, the Public Payment and Performance Bond(s); the Bid Package prepared and issued by the TOWN; the General Conditions; the Specifications and Drawings; any Special Conditions; all Written Amendments; Certificates of Insurance; Change Orders; and Work Change Directives or Field Orders. In the event of conflict between any provision of any other document referenced herein as part of the contract and this agreement, the terms of this agreement shall control.

ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 5.1. The CONTRACTOR shall commence work as required by the CONTRACT DOCUMENTS and as provided in the Official Notice to Proceed.
- 5.2. Substantial completion shall be achieved not later than the number of days specified in the Bid Proposal, unless the period for substantial completion is extended otherwise by the CONTRACT DOCUMENTS or by written agreement of the parties.
- 5.3. Final completion shall be achieved not later than the number of days specified in the Bid Proposal, unless the period for final completion is extended otherwise by the CONTRACT DOCUMENTS or by written agreement of the parties.
- 5.4. Time is of the essence in the performance of this Contract.

Liquidated Damages:

- 5.5. The TOWN and CONTRACTOR recognize that time is of the essence of this agreement and that the TOWN will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding and the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that Liquidated Damages will be assessed in the amount of **\$500.00** per day for each calendar day that is beyond the substantial and final completion dates required by the CONTRACT DOCUMENTS.

The TOWN shall have the right to deduct all damages due from the final payment request as well as retainage.

Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the TOWN estimated at the time of executing the Contract. When the TOWN reasonably believes that substantial completion will be inexcusably delayed, the TOWN shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the TOWN to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving substantial Completion, or any part thereof, for which the TOWN has withheld payment, the TOWN shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable as liquidated damages, less sums incurred by the Town resulting from CONTRACTOR's delay in achieving substantial completion.

The CONTRACTOR shall also be liable for any actual damages sustained by the TOWN after CONTRACTOR has achieved substantial completion for CONTRACTOR's failure to fully complete the Contract Documents. Actual damages may include, but not be limited to, costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity and overhead. The TOWN shall have the right to deduct all damages due from final payment request as well as retainage.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce TOWN to enter into this Agreement, CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locality, local conditions, the areas of intended construction including surface and sub-surface conditions, and Federal, State and Local laws, ordinances, rules and regulation that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site which may affect cost, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations, tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examination, investigations, test, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given TOWN written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by TOWN is acceptable to CONTRACTOR.

ARTICLE 7. GENERAL CONDITIONS

7.1 RESPONSIBILITY OF THE CONTRACTOR.

The CONTRACTOR shall be responsible for the condition of the Work until its release from its obligations. It shall bear all losses resulting to it on account of the amount or character of the Work, the character of the ground or existing underground installation being different from what it anticipated, or on account of the weather or the elements.

Information shown on the Drawings as to the location of the existing utilities has been prepared from the most reliable data available to the TOWN. This information is not guaranteed, however, and it shall be this CONTRACTOR's responsibility to determine the location, character and depth of existing utilities. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from CONTRACTOR's activities. The location of all overhead utilities shall be verified and the TOWN notified on any conflict which might occur. The CONTRACTOR shall be responsible for determining which poles will need shoring during excavation and shall provide such shoring and support as is required.

Caution shall be exercised by the CONTRACTOR in grading operations, as some existing underground utilities have a minimum cover. The CONTRACTOR shall be responsible for replacing any underground facility broken or dislocated during construction for which sufficient underground information has been shown on the plans.

ARTICLE 8. TERMINATION FOR CONVENIENCE

This Contract may be terminated by TOWN for its convenience upon thirty (30) days prior written notice to CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the date of such termination, an amount prorated in accordance with the work substantially performed under this Agreement. Such amount shall be paid by the TOWN after inspection of the work to determine the extent of performance under this Agreement, whether completed or in progress.

ARTICLE 9. PUBLIC RECORDS

The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Contractor shall keep and maintain public records required by the Town to perform the services required under this Contract. Upon request from Town's custodian of public records, Contractor shall provide Town with a copy of any requested public records or to allow the requested public 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. Contractor shall 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's term and following completion of the Contract if Contractor does not transfer the public records to Town. Upon completion of the Contract, Contractor may transfer, at no cost, to Town all public records in possession of Contractor or keep and

maintain public records required by Town to perform the services required under the Contract.

If Contractor transfers all public records to Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Town, upon request from Town's custodian of public records, in a format that is compatible with Town's information technology systems. The failure of Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

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 CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2545 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

Contractor further 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.

The Contractor agrees to provide (insert non-federal entity), (insert name of pass-through entity, if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1. Final payment, constituting the entire unpaid balance of the Contract Price shall be paid by the TOWN to the CONTRACTOR when the work has been completed, the Contract fully performed, and a final Certificate for Payment, form No. FMB: 013, has been approved by the TOWN.
- 10.2. Terms used in the Agreement which are defined in the General Conditions of the Contract (Part F) shall have the meaning designated in those conditions.

- 10.3. The TOWN and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.4. This Agreement may not be assigned except with the written consent of the TOWN, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
- 10.5. The CONTRACTOR agrees through the signing of this agreement by an authorized party or agent that he shall hold harmless and defend the TOWN and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgments of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not due to or caused by negligence of the TOWN, excluding only the sole negligence of the TOWN. This provision shall also pertain to any claims brought against the TOWN by any employee of the CONTRACTOR, or sub-CONTRACTOR(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR'S obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR'S limit of or lack of sufficient insurance protection. The parties acknowledge the exchange and receipt of additional consideration for this indemnification, which shall survive the termination of this Agreement.
- 10.6. This Agreement constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or oral.
- 10.7. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the agreement shall be construed in all respects as if such invalid or unenforceable provision(s) were omitted.
- 10.8. No Amendments or changes to the terms or conditions of this agreement shall be valid unless in writing and signed by all parties.
- 10.9. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. All claims and/or dispute resolution concerning this Agreement, whether by mediation, litigation, or other agreed to method of dispute resolution, shall take place in Lee County, Florida. Any litigation between the parties arising from this Agreement shall be filed in the 20th Judicial Circuit in and for Lee County, Florida.
- 10.10. TOWN reserves unto itself the sole authority to execute and authorize the issuance of Change Orders, directives, or other documents to the CONTRACTOR which impact on or change the Contract Time or Price. These actions by the TOWN will be taken after due consideration of the recommendations and analysis of the TOWN's architect or consulting engineer, if applicable. This provision supersedes any other contradictory provisions in the Contract Documents.

- 10.11 Any dispute arising out of or relating to any of the contract documents or this Agreement shall be first submitted to mediation for resolution. The parties shall mutually agree upon a mediator and equally divide the expenses of such mediation. In the event of an impasse and litigation, the parties agree to each pay their own attorney fees and costs.
- 10.12 No provision in this contract shall be construed more strongly against either party or in a light less favorable to either party because of who drafted it as a method of contract interpretation.
- 10.13 The parties recognize that funding in whole or in part for the services authorized by this Contract will be obtained from a Florida Department of Emergency Management State-Funded LAP Grant Agreement Number D1502. Contractor agrees to comply with any additional requirements that may be required related to the Town's receipt of the funding.

ARTICLE 11. CONTRACT TERMS REQUIRED BY FLORIDA LAW

11.1. 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.

11.2 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.

11.3 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.

11.4 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.

Moreover, Contractor shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., 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), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], 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."

11.5 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.

11.6 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.

11.7 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.

IN WITNESS WHEREOF, TOWN and CONTRACTOR have signed this agreement in duplicate originals. One original has been retained by the Town Clerk, and one original has been delivered to the CONTRACTOR. All portions of the Contract Document have been signed or identified by TOWN and CONTRACTOR.

Signed, sealed, and delivered in the presence of:

(Secretary)

(Correct Name of Business)

(Corporate Seal)

BY: _____
(Title)

Date: _____

TOWN OF FORT MYERS BEACH COUNCIL
FORT MYERS BEACH, FLORIDA

ATTEST:

BY: _____
Town Clerk

BY: _____
Town Manager

Date: _____

Date: _____

APPROVED AS TO FORM

BY: _____
Town Attorney

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS ____ day of _____,
20 BETWEEN THE TOWN AND _____, PROVIDER.

1. SCOPE OF SERVICES: The Provider will perform the following services under this Agreement:

DINGHY DOCK CONSTRUCTION PROJECT

Construct Dinghy Dock Project in accordance with ITB-24-08-EN and associated Construction Specifications, Contract Plans, and Addendums.

PART G
MATANZAS HARBOR DINGHY DOCK REPLACEMENT
CONSTRUCTION SPECIFICATIONS

CS-1.0 SCOPE OF WORK

The Work to be performed under the Contract consists of furnishing all labor, equipment, supplies, materials, transportation, fuel, power and water, providing environmental protection, and performing all operations in connection with the Matanzas Harbor Dinghy Dock Replacement project on Estero Island.

The Matanzas Harbor Dinghy Dock is located beneath the San Carlos Boulevard Sky Bridge (SR-865) between the Matanzas Inn Restaurant and Nervous Nellie's, Fort Myers Beach, Florida in Section 24, Township 46, Range 23 East, Lee County.

This Work must be completed according to the Contract documents within the time specified in the Contract and within compliance with the conditions of the Federal, State, and local permits. The CONTRACTOR is solely responsible for all construction means, methods, techniques, procedures, lay out, and the sequence of the Work except as set forth in section "Order of Work".

CS-2.0 BASIS OF AWARD

The basis of award will be the lowest base bid or the lowest alternate bid, submitted by the most responsive, responsible bidder meeting all specifications. The TOWN unconditionally reserves the right to award to the vendors whose prices, in its sole judgment, is the most realistic in terms of provision of the best services. Additionally, the TOWN reserves the right to reject any and all bids at any time, unconditionally and without cause.

All items listed on the Bid Schedule at the units shown, values of which shall be inclusive of all plant, labor, equipment, supplies, and shall also include all other items of overhead, profit, labor, material and any other costs incident to perform and complete all Work specified herein.

CS-3.0 SUBMITTALS

CS-3.1 Work Plan

Prior to commencement of Work the CONTRACTOR shall submit to the TOWN and Engineer for approval, a Work plan to cover all specified operations. The Work plan shall include, but not be limited to, the means and methods to be employed to accomplish: construction access, staging, and restoration; upland site work; dock repair; replace existing floating docks; gangway replacement; extension of guide piles; disposal of old concrete docks; transportation of existing aluminum docks; turbidity controls; best management practices; storm emergency plan; health and safety plan; endangered species protection plans and observer qualifications subject to approval by permit agencies; environmental protection plan; pollution control plan; required shop drawings; and required manufacturers' specifications and certifications. The Work Plan shall also include the Progress Schedule, Schedule of Values,

Construction Sequence, and Order of Work. The TOWN and Engineer shall review the Work Plan and the CONTRACTOR shall make necessary revisions prior to acceptance of the Work Plan.

CS-3.2 Administrative Records

CS-3.2.1 Notification of Discovery of Historical Sites

The CONTRACTOR shall immediately notify the TOWN and Engineer if any shipwreck, artifact, treasure trove, or other objects of antiquity that have scientific or historical value, or are of interest to the public, are discovered, located, and/or recovered.

CS-3.2.2 Notice of Misplaced Material

The CONTRACTOR shall notify the U.S. Coast Guard and TOWN of any misplaced material as outlined in section CS-10.0 MISPLACED MATERIAL.

CS-4.0 CONSTRUCTION SEQUENCE

CS-4.1 Order of Work

In general, the Order of Work shall be as follows. Any changes in the Order of Work must be submitted in writing and approved by the TOWN and Engineer prior to initiation of the specific Work activity.

- 1) Pre-construction submittals and notifications
- 2) Mobilize
- 3) Prepare construction access and staging areas
- 4) Install turbidity controls and best management practices
- 5) Stabilize existing structures
- 6) Remove existing docks
- 7) Extend guide piles
- 8) Replace floating docks
- 9) Replace gangway
- 10) Repair timber dock
- 11) Upland site work
- 12) Remove turbidity controls and related construction materials
- 13) Complete site restoration
- 14) Demobilize

CS-4.2 Time of Operations

The CONTRACTOR is allowed to conduct work activities during daylight hours Monday through Friday, excluding weekends and Holidays, at the CONTRACTOR's discretion, provided that the CONTRACTOR complies with all applicable labor laws. The CONTRACTOR may request in writing with minimum five (5) day notice to the TOWN to conduct work on weekends. The TOWN will review each request individually.

CS-5.0 PAYMENT

Payment shall be made for Work specified, per Project, according to the Schedule of Values and items listed below.

CS-5.1 Mobilization and Demobilization

Payment for the cost of mobilization and demobilization including construction access and restoration of construction access and staging area is included in this CONTRACT. Payment for all appropriate costs in connection therewith or incidental thereto; which shall also include all other items of cost required by the Contract for which a separate payment is not provided for herein. This Work shall be included in the applicable Contract lump sum price for Bid Item "Mobilization and Demobilization." Fifty percent (50%) of the lump sum price will be paid after commencement of demolition. The remaining fifty percent (50%) will be included in the final payment for Work under this CONTRACT.

In the event the TOWN or Engineer considers that the amount in this item (50%), which represents mobilization, does not bear a reasonable relation to the cost of the Work in this CONTRACT, the TOWN may require the CONTRACTOR to produce cost data to justify this portion of the bid. Failure to justify such price to the satisfaction of the TOWN will result in payment of actual mobilization costs, as determined by the TOWN and Engineer at the completion of mobilization, and payment of the remainder of this item in the final payment under this CONTRACT. The determination of the TOWN and Engineer is not subject to appeal.

CS-5.2 Dinghy Dock Replacement

Payment shall be made for materials and Work specified in connection with the site preparation, stabilization of existing structures, repair of timber dock, new gangway, extension of guide piles, demolition and disposal of concrete slab, plumbing of guard rails, disposal of the construction debris at an approved off-site location; and all other appropriate costs in connection therewith or incidental thereto. This Work shall be included in the applicable Contract unit pricing for Bid Item "Demolition."

CS-5.3 Concrete Dock

Payment shall be made for materials and Work specified in connection with the procurement and installation of Bellingham Marine concrete floating docks (or approved equivalent) including pile guides, fenders and bull rails, and all other appropriate costs in connection therewith or incidental thereto. This Work shall be included in the applicable Contract unit pricing for Bid Item "Concrete Dock."

CS-5.3A Aluminum Dock (Alternate)

Payment shall be made for materials and Work specified in connection with the procurement and installation of Golden Marine Systems floating docks (or approved equivalent) including pile guides, fenders and bull rails, and all other appropriate costs in connection therewith or incidental thereto. This Work shall be included in the applicable Contract unit pricing for Alternate Bid Item "Aluminum Dock."

CS-5.4 Old Concrete Dock Disposal

Payment shall be made for materials and Work specified in connection with the removal of the old floating dock section stored in the parking area adjacent to the bridge and disposal at an approved off-site location, and all other appropriate costs in connection therewith or incidental thereto. This Work shall be included in the applicable Contract lump sum price for Bid Item "Old Concrete Dock."

CS-5.5 Transport Existing Aluminum Dock

Payment shall be made for materials and Work specified in connection with removal and transporting the existing aluminum floating docks, and all other appropriate costs in connection therewith or incidental thereto. This Work shall be included in the applicable Contract lump sum price for Bid Item "Transport Existing Aluminum Dock."

CS-5.7 Bonding

Payment for the cost of the Performance and Payment Bond may be included in this CONTRACT at the option of the OWNER. Payment for all appropriate costs in connection therewith or incidental thereto the bonds shall be included in the applicable CONTRACT lump sum price for Bid Item "Bonding."

CS-6.0 WORK AREA

CS-6.1 Limits of Construction

Areas in the vicinity of the Project area contain sensitive environmental habitats. The CONTRACTOR shall avoid these habitats and is responsible for environmental protection. All Work must be confined to the CONTRACTOR's Work area. No plant or equipment may operate or transit outside the property boundary or Work limits. All construction areas shall be restored to pre-construction conditions, or better as part of demobilization.

CS-6.2 Security

The CONTRACTOR is permitted to exclude the public from his Work area as necessary to perform the Work and to operate in accordance with the General Conditions of the CONTRACT. Enforcement shall be the CONTRACTOR's responsibility at no additional cost to the TOWN. The enforcement shall be coordinated with local enforcement agencies and will be subject to approval of the TOWN.

CS-6.3 Construction Access

Construction access and staging shall be confined to the CONTRACTOR's Work area. The TOWN shall provide space in the parking lot adjacent to the dinghy dock. Procurement of any additional access routes for ingress and egress to the construction area shall be obtained by and at the expense of the CONTRACTOR. The CONTRACTOR shall confine his plant, equipment, materials, and operations of personnel to areas permitted by law, ordinances, permits and the requirements of the Contract Documents, and shall not unreasonably encumber the

premises with plant, equipment, and materials. The CONTRACTOR must control noise and must control wind-blown sand, silt and dust while using the accesses. The CONTRACTOR is responsible for preparation and restoration of the access areas. The CONTRACTOR is required to submit a construction access and staging plan including restoration measures prior to their usage. The costs for, but not limited to, earthwork, grading, signage, fencing, walls, guardrails, curbing, paving, along with removal and installation of any other facilities are included in the lump sum price for Bid Item "Mobilization and Demobilization". Disposal of any materials, debris and rubbish shall be in a manner acceptable to the TOWN and ENGINEER.

CS-6.4 Protection of Existing Facilities

During all phases of the Work including but not limited to staging, construction access, construction, and site restoration, the CONTRACTOR shall implement best management practices to protect and stabilize the existing facilities within and adjacent to the Work Area and to prevent damage thereto by the CONTRACTOR's operations. Where existing facilities are damaged, they shall be immediately repaired in conformance with the best construction standards of practice.

For the asphalt pavement areas that the CONTRACTOR disturbs while performing the Work, the CONTRACTOR shall repair and replace the asphalt pavement.

CS-6.5 Noise

The CONTRACTOR shall conduct their operations so as to comply with all Federal, State, and local laws pertaining to noise. The CONTRACTOR shall use a decibel meter and keep records as necessary to verify the Work is being conducted accordingly.

CS-6.6 Existing Utilities

It shall be the responsibility of the CONTRACTOR to acquaint themselves with the exact location of existing underground structures and utilities and to avoid conflict with all existing facilities. The CONTRACTOR shall be responsible for notifying, in writing and in advance of construction activities, the TOWN and Engineer and all government and private agencies and entities that may have an area of responsibility, jurisdiction or involvement for any items of Work being constructed, or who shall assume responsibility for the items after construction. This list of agencies and entities shall include, but is not limited to:

- a. Florida Power and Light
- b. Sprint
- c. Comcast
- d. Lee County Utilities

These agencies require a minimum of 48 hour written notice of activities within their jurisdiction. The CONTRACTOR shall also call Sunshine 811 before beginning any Work at the Work area.

Protection of all utilities shall be the responsibility of the CONTRACTOR who shall provide adequate protection to maintain proper service. The CONTRACTOR is to include within

its line item bid prices, the costs to protect, and/or support, all underground utilities which may be in conflict with the construction of this Project. Attention is called to the Florida Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. This act provides for a one-call center charged with helping prevent damages to underground utilities.

Any expense of utility repair or other damage caused by the CONTRACTOR's operations shall be borne by the CONTRACTOR. Where existing utilities are damaged, they shall be immediately repaired by the CONTRACTOR in accordance with the requirements of the government, private agencies, and entities that may have an area of responsibility, jurisdiction or involvement for the utilities. If the owner of the utility elects to make such repairs with his own forces, the CONTRACTOR shall make sure that specific arrangements are made to protect the TOWN from all damages. Where such conflicts are unavoidable, every effort shall be made to construct the Work so as to cause as little interference as possible with the services rendered by the structure disturbed.

CS-7.0 CONTRACTOR'S PLANT AND EQUIPMENT

The CONTRACTOR agrees to keep on the job sufficient plant and equipment to meet the requirements of the Work. The plant and equipment shall be in satisfactory operating condition and capable of safely and efficiently performing the Work as set forth in the specifications and the plant shall be subject to access by the TOWN and Engineer at all times. The Plant and Equipment to be utilized by the CONTRACTOR shall be submitted by the CONTRACTOR with their Bid. The Plant listed on the Plant and Equipment Schedule is the minimum which the CONTRACTOR agrees to place on the job unless otherwise determined by the TOWN and its listing thereon is not to be construed as an agreement on the part of the TOWN that it is adequate for the performance of the Work. No reduction in the capacity of the Plant employed on the Work shall be made except by written permission of the TOWN. The measure of the "Capacity of the Plant", shall be its actual performance on the Work to which these Specifications apply.

CS-8.0 TRANSPORTATION FACILITIES

The CONTRACTOR shall make his own investigation of available roads or other means of conveyance for transportation, load limits for bridges, barges and roads, and other road or waterside conditions affecting the transportation of all equipment to the site.

CS-9.0 WATER, SEWER, AND ELECTRIC

The responsibility shall be upon the CONTRACTOR to provide and maintain, at his own expense, an adequate supply of water for his use for construction, and to install and maintain necessary supply connections and piping for same, and necessary portable sanitary facilities but only at such locations and in such manner as may be approved by the TOWN and ENGINEER. In the event water is made available by the TOWN, the CONTRACTOR shall, at his own expense, install a meter to determine the amount of water used by him and such water will be paid for by, or charged to, the CONTRACTOR at prevailing rates. All electric current required by the CONTRACTOR shall be furnished at his own expense. All temporary lines will be furnished, installed, connected, and maintained by the CONTRACTOR in a workmanlike manner satisfactory

to the TOWN and Engineer and shall be removed by the CONTRACTOR in like manner at his expense prior to completion of the construction and final acceptance.

CS-10.0 MISPLACED MATERIAL

Should the CONTRACTOR, during the progress of the Work, lose, dump, throw overboard, sink, or misplace any material, plant, or equipment, which in the opinion of the TOWN and ENGINEER may be dangerous to, or obstruct navigation, the CONTRACTOR shall recover and remove the same with the utmost dispatch. The CONTRACTOR shall give immediate notice, with description and location of such obstructions, to the U.S. Coast Guard, TOWN and ENGINEER and when required, shall mark or buoy such obstructions until the same are removed. In the event of refusal, neglect, or delay in compliance with the above requirements, such obstructions may be removed by the TOWN, and the cost of such removal may be deducted from any money due or to become due to the CONTRACTOR or may be recovered under CONTRACTOR's bond.

CS-11.0 BEST MANAGEMENT PRACTICES

Activities shall be conducted in a manner, which does not cause violations of state water quality standards. The CONTRACTOR shall implement best management practices for erosion and pollution control to prevent violations of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within seven (7) days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the CONTRACTOR shall be responsible for the removal of the barriers. The CONTRACTOR shall correct any erosion or shoaling that causes adverse impacts to the water resources.

Best management practices for erosion and turbidity control, including but not limited to the use of staked hay bales, turbidity barriers, and silt screens, shall be used and maintained as necessary at all times during project construction. Turbidity control devices shall be maintained and shall remain in place for the duration of construction to ensure that turbidity levels outside the Work area do not exceed 29 NTUs above background levels. The construction area shall be that area where active Work is taking place and surrounded by turbidity control devices. The CONTRACTOR shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.

The CONTRACTOR shall take measures to ensure that turbidity levels within waters of the State surrounding the project area do not exceed allowable levels. Such measures include, but are not limited to, working during a slack tide, working at a time when the tidal ranges are minimal/less frequent, and working when currents within the project area are at minimal intensity.

Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or

permanently ceased, but in no case more than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceased.

The CONTRACTOR shall conduct his Work in a manner to prevent damage to the submerged bottom (rutting, prop-scouring, and equipment sitting on the bottom) outside of the construction areas. Work in the shallow water areas shall occur during high tides to prevent damage to the submerged bottom.

CS-12.0 POLLUTION CONTROL

The CONTRACTOR shall control and conduct such operations and institute maintenance procedures to eliminate pollution of adjacent surface waters caused by either material runoff or discharges of any kind from the construction area (roof drains discharge excepted). No off-site discharge is allowed. The CONTRACTOR shall comply with the provisions of Chapters 253 and 403, Florida Statutes, regarding control of air and water pollution and with all rules and regulations of the Department of Environmental Protection. If non-compliance with the aforementioned Federal, State or Local laws or regulations occurs, the CONTRACTOR shall immediately inform the TOWN and Engineer of proposed corrective action and take such action as may be approved. If the CONTRACTOR fails or refuses to comply promptly, the TOWN, through the ENGINEER, may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR.

CS-13.0 ENVIRONMENTAL PROTECTION

CS-13.1 General

For the purpose of this specification, environmental protection is defined as the retention of the environment in its natural state to the greatest possible extent during project construction and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land, and involves noise, solid waste-management as well as other pollutants. In order to prevent any environmental pollution arising from the construction activities in the performance of this CONTRACT, the CONTRACTOR and his SUBCONTRACTORS shall comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

CS-13.1.1 Subcontractors

Compliance with the provisions of this section by SUBCONTRACTORS will be the responsibility of the CONTRACTOR.

CS-13.1.2 Landscape Protection

The environmental resources within the project boundaries and those affected outside the limits of permanent Work under this Contract shall be protected during the entire period of this CONTRACT. The CONTRACTOR shall confine his activities to areas defined by the Contract plans and specifications.

Prior to the beginning of any construction, the CONTRACTOR shall identify all land resources to be preserved within the CONTRACTOR's Work area. The CONTRACTOR shall not remove, cut, deface, injure, or destroy land resources, including trees, shrubs, vines, grasses, topsoil, and landforms without special permission from the TOWN and ENGINEER. Vegetation damaged beyond restoration shall be removed and disposed of by the CONTRACTOR in a manner approved by the TOWN and ENGINEER. Vegetation or trees that are to be removed because of damage shall be replaced at the CONTRACTOR's expense by nursery-grown plants or trees of the same species or a species approved by the TOWN and ENGINEER. The size and quality of nursery-grown plants or trees shall also be approved by the TOWN and ENGINEER. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. Where such special emergency use is permitted, the CONTRACTOR shall provide effective protection for land and vegetation resources at all times.

Prior to any construction the CONTRACTOR shall mark the areas that are not required to accomplish all Work to be performed under this CONTRACT. Isolated areas within the general Work area which are to be saved and protected shall also be marked or fenced. The CONTRACTOR shall protect from damage all existing vegetation designated to remain and protect roots from noxious materials in solution caused by run-off or spillage. No materials, trailers, or equipment shall be stored within the drip line of any protected tree. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, the markers shall be visible. The CONTRACTOR shall convey to his personnel the purpose of marking and/or protection of all necessary objects.

Trees and their roots, shrubs, vines, grasses, landforms, and other landscape features indicated and defined on the Contract plans to be preserved shall be clearly identified and protected by fencing or any other approved techniques. The CONTRACTOR shall place tree protection fencing before excavation or grading is begun and maintain in place until construction is complete; remove branches of protected trees, if required, to clear for construction and extend pruning operation to restore the natural shape of the entire tree; cut branches or roots, if required, with sharp pruning instruments, (do not break or chop); and repair any damage to tree crowns or roots promptly after damage occurs.

CS-13.1.3 Location of Storage Facilities

The CONTRACTOR's storage areas required in the performance of the Work shall be located upon existing cleared portions of the job site or areas to be cleared and shall require written approval of the TOWN and ENGINEER. The CONTRACTOR shall not store oil or fuel on-site, or equipment that is not required for the daily construction activities. A metal pan with sides a minimum of four (4) inches high shall be placed under the equipment or adjacent area during refueling. The pan shall have a capacity equal to the capacity of the gas cans used and catch any spills or leaks during the refueling activity. Fuel caught in the pan shall be contained and either transported off-site or used in the equipment. Under no condition shall the material be discharged on-site or into adjacent waters.

CS-13.1.4 Post-Construction Cleanup or Obliteration

The CONTRACTOR shall obliterate all signs of construction Work areas, waste materials, or any other vestiges of construction as directed by the TOWN and ENGINEER. The area will be restored to near natural conditions.

CS-13.1.5 Spillage

Special measures shall be taken to prevent bilge pumpage or effluent, chemicals, fuels, oils, greases, bituminous materials, waste washing, herbicides and insecticides, and concrete drainage from entering public waters.

CS-13.1.6 Disposal

Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams or other waters of the state shall not be permitted. If any waste material is dumped in unauthorized areas, the CONTRACTOR shall remove the material and restore the area to its original condition before being disturbed. If necessary, contaminated ground shall be excavated, disposed of as directed by the TOWN, and replaced with suitable fill material, compacted and finished with topsoil and planted as required to re-establish vegetation.

CS-13.2 Manatees

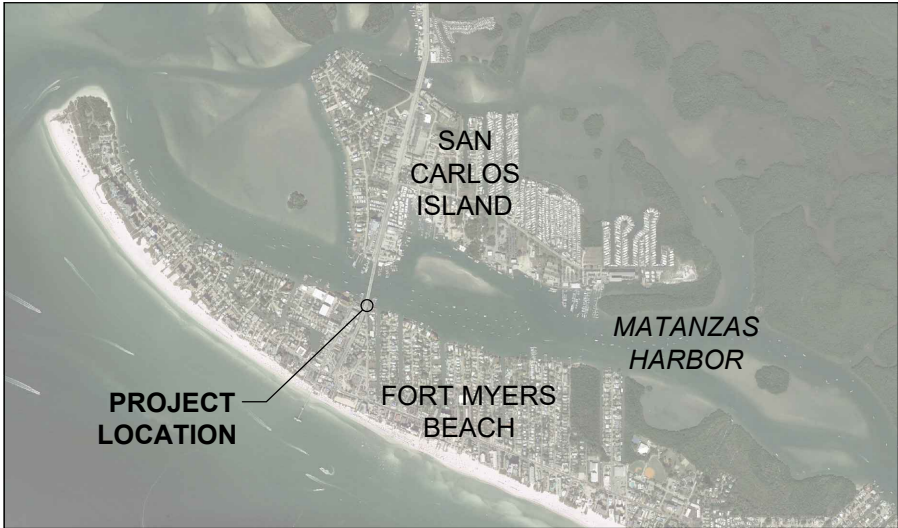
In order to ensure that Manatees are not adversely affected by the construction activities, the CONTRACTOR shall abide by the STANDARD MANATEE CONSTRUCTION CONDITIONS contained within the Permits.

CS-13.3 In-Water Sea Turtle and Smalltooth Sawfish

In order to ensure that In-Water Sea Turtles and Smalltooth Sawfish are not adversely affected by the construction activities, the CONTRACTOR shall abide by the SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS contained within the Permits.

MATANZAS HARBOR DINGHY DOCK REPLACEMENT CONSTRUCTION PLANS

PREPARED FOR:
THE TOWN OF FORT MYERS BEACH



LOCATION MAP
N.T.S.

INDEX

- 1. COVER SHEET
- 2. EXISTING CONDITIONS
- 3. PROPOSED REPAIR PLAN
- 4. TYPICAL SECTION A-A' AND FRAMING DETAILS
- 5. TYPICAL SECTIONS B-B', C-C', AND D-D'

GENERAL NOTES

- 1. SURVEY ACCURACY STANDARDS, QUALITY CONTROL, AND QUALITY ASSURANCE REQUIREMENTS WERE FOLLOWED DURING THIS SURVEY IN ACCORDANCE WITH USACE EM 1110-2-1003, HYDROGRAPHIC SURVEYING MANUAL, 1 JAN 02.
- 2. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATE SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.
- 3. AERIAL PHOTOGRAPHY OBTAINED FROM LEE COUNTY, DATED 2024.
- 4. PRIOR TO EXCAVATION CONTRACTOR TO FIELD VERIFY LOCATION OF ALL UTILITIES, IRRIGATION AND DRAINS.
- 5. CONTRACTOR SHALL DEMOLISH, REMOVE, AND DISPOSE OF IN AN APPROVED OFF SITE DISPOSAL AREA EXISTING CONCRETE DOCKS AND ASSOCIATED DEBRIS WITHIN LIMITS OF PROJECT.
- 6. ALL FASTENERS AND HARDWARE SHALL BE 316 STAINLESS STEEL.

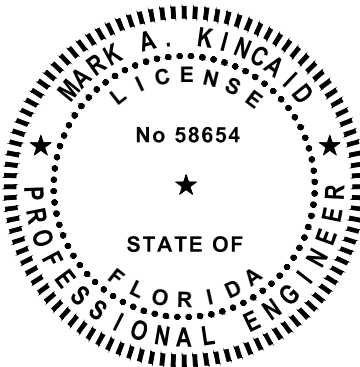
PUBLISHED TIDAL INFORMATION

TIDAL DATUMS AT MATANZAS PASS, ESTERO ISLAND
ARE BASED ON FLORIDA 872 5366

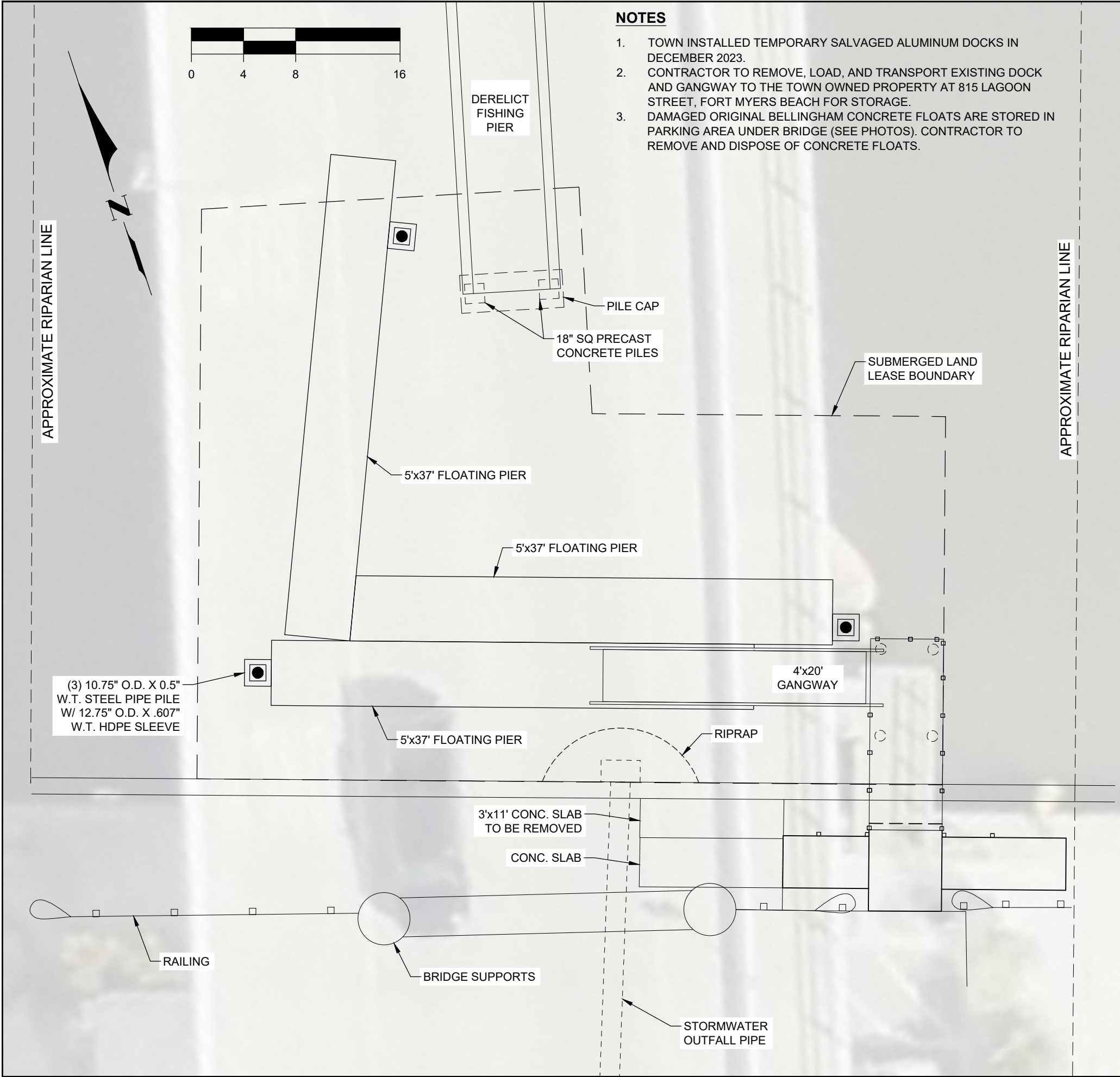
TIME PERIOD = JUNE 1973 - JUNE 1973
TIDAL EPOCH = 1983 - 2001
CONTROL TIDE STATION = NAPLES, GULF OF MEXICO (872 5110)

ELEVATIONS OF TIDAL DATUMS ARE REFERENCED IN
NAVD 1988.

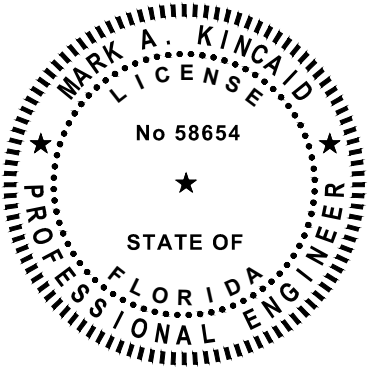
MEAN HIGHER HIGH WATER (MHHW) = +0.42 FT NAVD
MEAN HIGH WATER (MHW) = +0.16 FT NAVD
MEAN LOW WATER (MLW) = -1.64 FT NAVD
MEAN LOWER LOW WATER (MLLW) = -2.18 FT NAVD



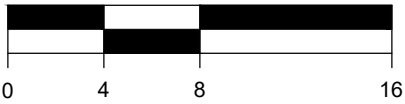
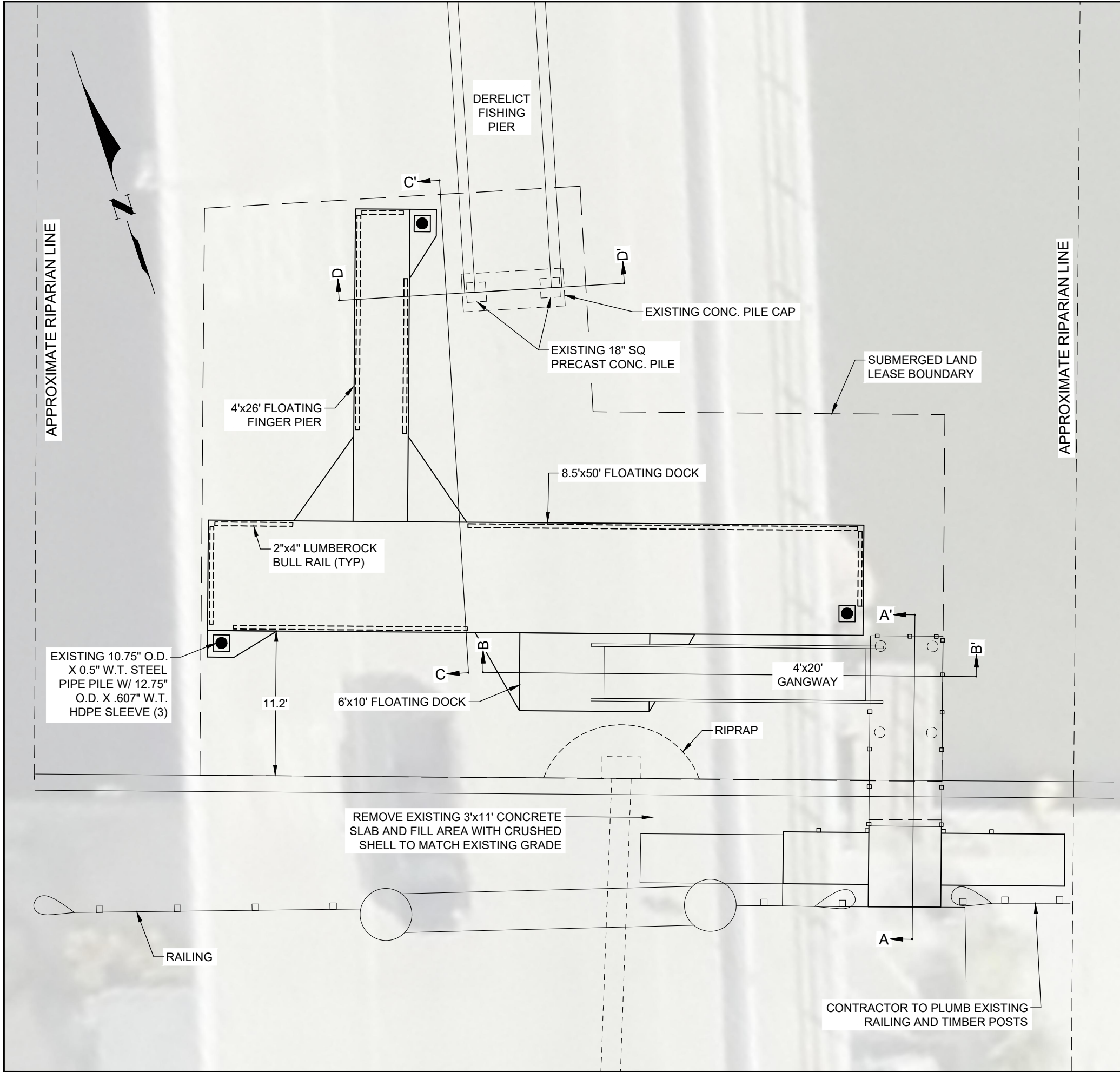
 COASTAL ENGINEERING CONSULTANTS INC. Serving Coastal Communities Since 1977		COASTAL & MARINE ENGINEERING ENVIRONMENTAL & GEOLOGICAL SERVICES SURVEY AND MAPPING ENGINEERING: CA 2464 SURVEYING: LB 2464		CLIENT: TITLE: <	
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FOUR (4) CONCRETE FLOATS TO BE REMOVED



 COASTAL ENGINEERING CONSULTANTS INC. Serving Coastal Communities Since 1977 28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135	COASTAL & MARINE ENGINEERING ENVIRONMENTAL & GEOLOGICAL SERVICES SURVEY AND MAPPING ENGINEERING: CA 2464 SURVEYING: LB 2464 PHONE: (239)643-2324 FAX: (239)643-1143 www.coastalengineering.com E-Mail: info@cecill.com	CLIENT:		TOWN OF FORT MYERS BEACH		DATE: 6/10/2024		SCALE: AS NOTED	
		TITLE:		MATANZAS HARBOR DINGHY DOCK EXISTING CONDITIONS PLAN		DRAWN: SDB		F.B.	
						CHECKED: MAK		P.G.	
						SEC.		TWP.	
						ACAD NO.		23052-C.dwg	
SHEET 2		FILE NO.: 23052-C-2		REF. NO.		23.052		NO.	
				DATE		BY		REVISION DESCRIPTION	



REPLACE CONCRETE FLOATS

- DOCKS SHALL BE UNIFLOAT CONCRETE DOCK SYSTEMS MANUFACTURED BY BELLINGHAM MARINE (OR EQUIVALENT).
- THROUGH BOLTS, WELDMENTS, PILE GUIDES AND OTHER HARDWARE SHALL BE 316 STAINLESS STEEL.
- CONCRETE DECK SHALL BE BRUSHED FINISHED.

ALUMINUM FLOATS (ALTERNATE BID)

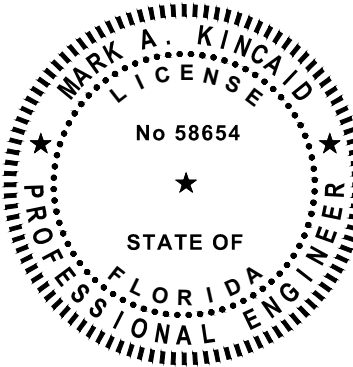
- DOCKS SHALL BE GOLDEN MARINE SYSTEMS LLC, SERIES 9 OR APPROVED EQUIVALENT.
- DECKING SHALL BE WEARDECK 5/4"x6". COLOR TO BE SELECTED BY TOWN.
- DOCKS SHALL BE DESIGNED FOR A MINIMUM FREEBOARD OF 8" UNDER FULL DEAD LOAD PLUS LIVE LOAD AND 10" UNDER A DEAD LOAD OF 400 LBS APPLIED AT ANY LOCATION.
- FLOATATION SHALL BE ADDED TO SUPPORT GANGWAY DEAD LOADS WITHOUT UNDUE DISTORTION OF DOCK.

TIMBER DOCK REPAIR

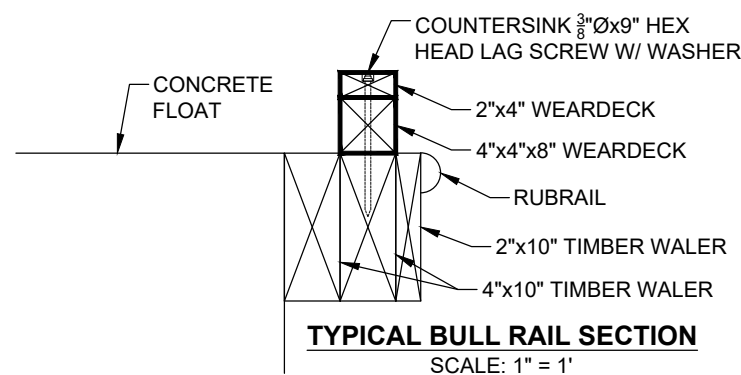
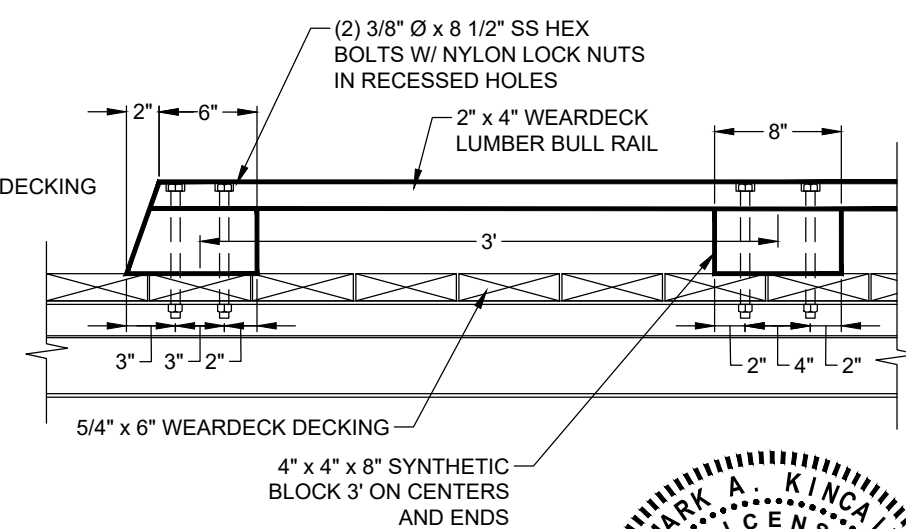
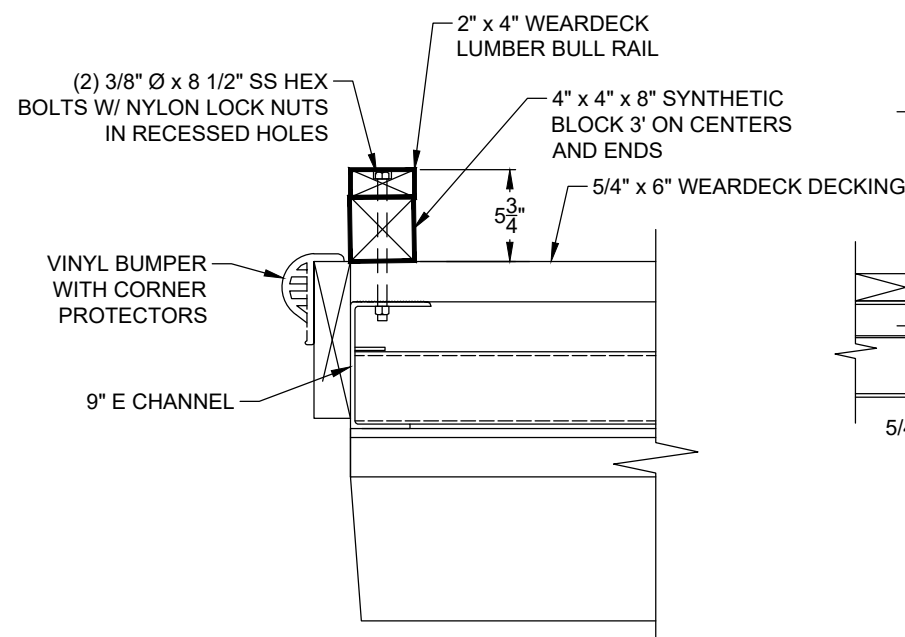
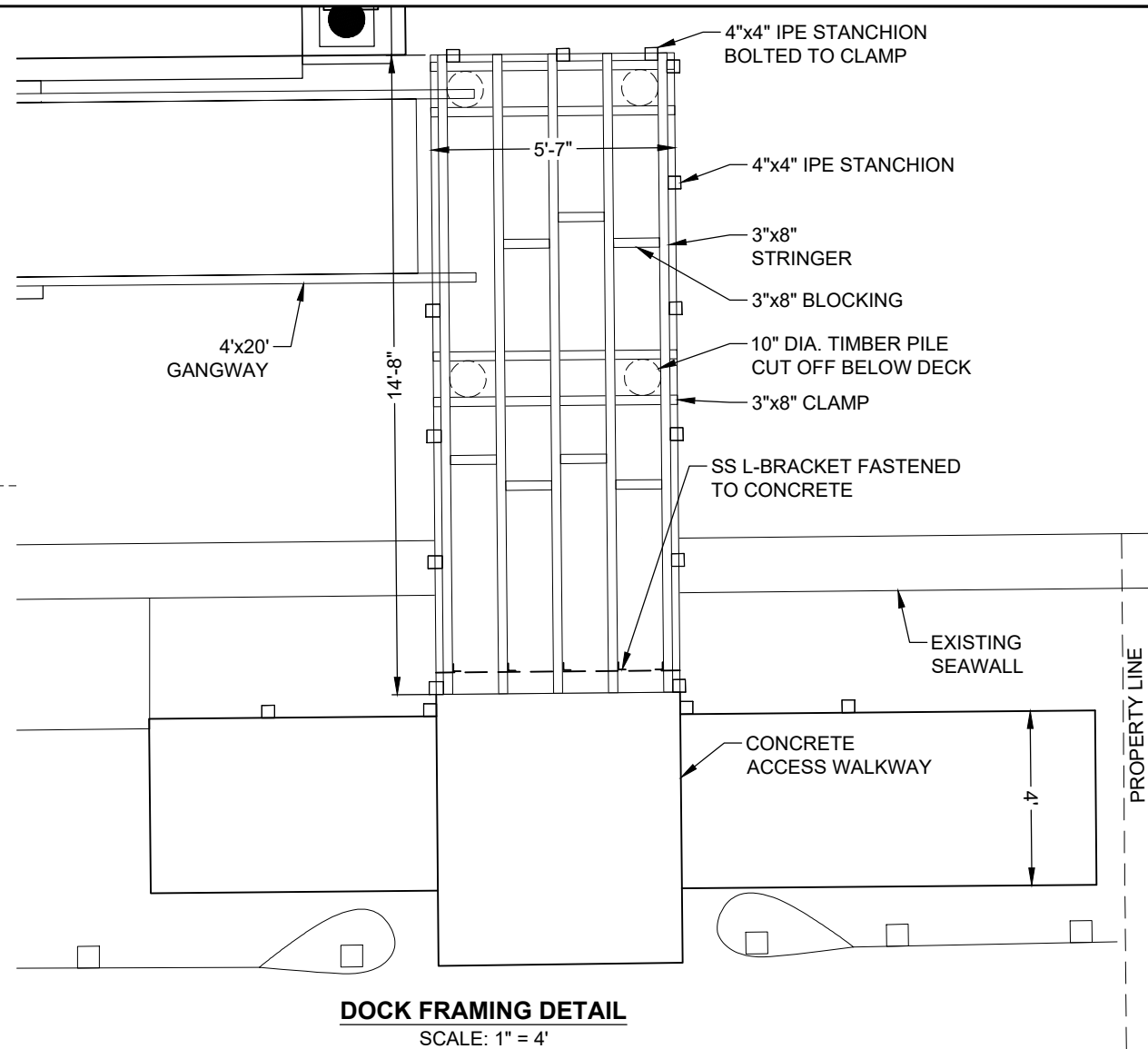
- REMOVE AND REPLACE ALL PILE WRAP ON FIXED FINGER PIER.
- ALL TIMBER PILES SHALL BE WRAPPED WITH A 0.60 MIL HDPE SHEETING. SHEETING MUST OVERLAP A MINIMUM OF 6 INCHES AT SEAMS AND LAP JOINTS AND PROVIDE A COMPLETE BARRIER TO TIMBER. MINIMUM 1 1/4" LONG 316 STAINLESS STEEL ROOFING NAILS, SPACED NO GREATER THAN 3 INCHES APART, SHALL BE USED FOR ATTACHING SHEETING. SHEETING SHALL EXTEND FROM BOTTOM OF CLAMPS DOWN TO 1 FOOT BELOW EXISTING MUDLINE. VERTICAL SEAMS SHALL BE ORIENTATED TOWARD UNDERSIDE OF PIER.

GANGWAY

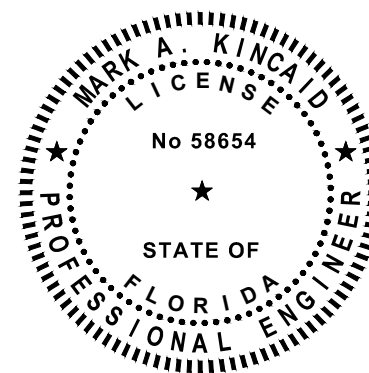
- TOP OF GANGWAY SHALL BE FASTENED TO DECKING BY FOUR (4) 1/2" DIA. CARRIAGE BOLTS WITH FENDER WASHERS. INSTALL 3"x8"x5' LONG TIMBER BOARD UNDER DECKING AS A BACKING PLATE FOR BOLTS.



DATE: 6/10/2024		SCALE: AS NOTED		CLIENT: TOWN OF FORT MYERS BEACH	
DRAWN: SDB	F.B.	SDI	F.B.	TITLE: MATANZAS HARBOR DINGHY DOCK PROPOSED REPAIR PLAN	
CHECKED: MAK	PG.	MAK	PG.	CLIENT: COASTAL & MARINE ENGINEERING	
SEC. TYP.	ENG.	23052-C.dwg	23052	ENVIRONMENTAL & GEOLOGICAL SERVICES	
ACAD NO.	23052-C.dwg	23052	23052	SURVEYING: LB 2464	
REF. NO.	23052	23052	23052	PHONE: (239)643-2324	
REVISION DESCRIPTION		BY		FAX: (239)643-1143	
				www.coastalengineering.com	
				E-Mail: info@cecill.com	
				SHEET 3	
				FILE NO.: 23052-C-3	



BULL RAIL DETAILS
SCALE: 1" = 1'



 COASTAL ENGINEERING CONSULTANTS INC. Serving Coastal Communities Since 1977	COASTAL & MARINE ENGINEERING ENVIRONMENTAL & GEOLOGICAL SERVICES SURVEY AND MAPPING ENGINEERING, INC. SURVEYING: LB 2464		CLIENT: TOWN OF FORT MYERS BEACH		DATE: 6/10/2024		SCALE: SDB F.B.		AS NOTED		
	TITLE: MATANZAS HARBOR DINGHY DOCK TYPICAL SECTION A-A' AND FRAMING DETAILS				DRAWN:		SDB				
					CHECKED:		PG.				
					SEC.		TWP.		RNG.		
					ACAD NO.				23052-C.dwg		
28421 BONITA CROSSINGS BLVD BONITA SPRINGS, FLORIDA 34135		www.coastalengineering.com E-Mail: info@cecil.com		REF. NO.		23.052		NO		DATE BY	
REVISION DESCRIPTION											

SHEET 4

FILE NO.: 23052-C-4

PART F
SPECIAL PROVISIONS
MATANZAS HARBOR DINGHY DOCK REPLACEMENT

SP-1.0 CONTRACT TIME

The TOWN is flexible with the on-site commencement date. The preferred completion date is on or before December 20, 2024. The successful Bidder shall be on-site and commence Work within 90 calendar days after the issuance of the Notice to Proceed. Upon commencement, Work shall be substantially complete within 21 consecutive calendar days and all Work fully complete within 30 consecutive calendar days from closure date of the existing dinghy dock in accordance with the terms and conditions of the Contract Documents.

SP-2.0 LAYOUT OF WORK

The CONTRACTOR shall be responsible for all layout and measurements that may be required for the execution of the Work to the location and limit marks prescribed in the Technical Specifications or on the Contract Plans, subject to such modifications as the TOWN may require to meet changed conditions or as a result of necessary modifications to the Contract Work.

The CONTRACTOR shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required to maintain the layout of the Work from the Contract Plans. It shall be the responsibility of the CONTRACTOR to maintain and preserve all stakes and other marks established by the TOWN until authorized to remove them, and if such marks are destroyed by the CONTRACTOR or through his negligence, prior to their authorized removal, they may be replaced by the TOWN, at their discretion, and the expense of replacement and re-staking will be deducted from any amounts due or to become due the CONTRACTOR.

SP-3.0 RECORD DRAWINGS

During the course of the Work, the CONTRACTOR shall record all information required to complete a set of as-built Record Drawings. Actual dimensions and elevations shall be recorded by red-line process on one set of the Contract Plans during the course of the Work. If field changes are made to modify the Work in any way, such field changes shall be documented on the Record Drawings by dimension, detail and date. This set shall be kept at the Work area at all time and be available for review by TOWN and ENGINEER. Prior to Substantial Completion, the CONTRACTOR shall prepare and submit three (3) copies of final Record Drawings to the TOWN, along with a certification as to the accuracy and completeness of the Record Drawings. Prior to final payment, the Record Drawings shall be revised by the CONTRACTOR to reflect any changes which have occurred since the submittal for Substantial Completion.

SP-4.0 VARIATIONS IN ESTIMATED QUANTITIES

Where the quantity of a pay item in this Contract is an estimated quantity, and where the actual quantity of material placed by CONTRACTOR varies by more than twenty-five percent (25%) for

each separate Bid Item, whether due to site conditions in the Work area as determined by a pre-construction survey, or at the discretion of TOWN, as set forth in the Contract Documents, an equitable adjustment in the Contract unit price may be made upon demand of either party.

The equitable adjustment will be applied based upon increase or decrease in costs due solely to the variations above one hundred twenty-five percent (125%) or below seventy-five percent (75%) of the estimated quantity individually for each segment of Work.

SP-5.0 CONTRACTOR'S RESPONSIBILITY AND DAILY REPORTS

The CONTRACTOR's resident superintendent, in addition to his responsibilities as set forth in the General Provisions, shall provide to the TOWN, on a daily basis, "Daily Construction" Quality Control Reports. These reports shall be completed and submitted to the TOWN by 1:00 p.m. on the day after the Work covered by the report.

In the event that the environmental monitoring reveals a violation of standards set forth in the Permit conditions and Contract Documents, the CONTRACTOR shall describe the violation in the daily report in the usual manner and notify the TOWN immediately upon detection of the violation.

The CONTRACTOR has the sole responsibility for quality control and shall provide and maintain such an effective program. The CONTRACTOR shall have qualified personnel to provide and maintain control for operations. The CONTRACTOR shall establish and implement a quality control program to inspect and test the CONTRACTOR's and any Subcontractor's equipment used in completing the Work.

The CONTRACTOR shall furnish to the TOWN within five (5) calendar days after receiving the "Notice to Proceed" a quality control plan outlining the procedures, instructions and reports that will be used. This document shall include, at a minimum, the following:

- (a) Structure of the quality control organization.
- (b) Number and qualifications of the responsible personnel.
- (c) Methods and documentation to assure quality control.
- (d) Health and Safety Plan and daily inspection procedures.
- (e) Copy of daily quality control report forms and inspection documents that will be submitted to the TOWN daily.
- (f) Storm Emergency Plan

No Work shall commence until the CONTRACTOR's quality control program is approved by the TOWN. If during the Work process the quality control system is deemed by the TOWN to be inadequate, the TOWN may require corrective actions to rectify said deficiencies. The

CONTRACTOR's quality control program shall be part of control supervision as field overhead costs and shall not be allowed to be submitted for separate payment.

The TOWN may have a representative on site at different times to observe operations of CONTRACTOR. The presence of the TOWN or his designated representative shall not relieve the CONTRACTOR of responsibility for the proper execution of the Work in accordance with the specifications or permits applicable to the Work.

SP-6.0 HEALTH AND SAFETY PLAN

The CONTRACTOR shall develop and maintain a written Health and Safety Plan which allows the Work to be performed in compliance with all applicable laws, ordinances, rules, and regulations of any government agency having jurisdiction over the safety of personnel or property. This includes maintaining compliance with the Code of Federal Regulations, Title 29, Occupational Safety and Health Administration, all applicable Health and Safety Provisions of the State of Florida, and all applicable Health and Safety Provisions of EM 385-1-1 (2003) U.S. Army Corps of Engineers Safety and Health Requirements Manual.

The CONTRACTOR shall conduct a daily inspection program to assure that the requirements of the Health and Safety Plan are being fulfilled. Inspections shall include the nature of deficiencies observed, corrective action taken or to be taken, location of inspection, date, and signature of the person responsible for its contents. The results of the inspections shall be recorded on Daily Reports and kept at the Work Area at all times. The TOWN and ENGINEER are not responsible for the adequacy of the CONTRACTOR's Health and Safety Plan.

SP-7.0 PERMITS

The State of Florida Department of Environmental Protection permit for the WORK to be performed is attached hereto and includes federal authorization through the State Programmatic General Permit. The CONTRACTOR is responsible for applying for and receiving other local permits that may be required or necessary for all Work on the Project. By execution of the Agreement, the CONTRACTOR acknowledges receipt of the permits, accepting full responsibility for compliance with these permits and all stipulations attached, for all Work. The CONTRACTOR shall keep at the Work Area all of the permits or copies thereof, complete with all conditions, attachments, Contract Plans and Specifications, modifications, and time extensions.

The CONTRACTOR shall immediately notify the TOWN in writing of any observed non-compliance with the Federal, State or local laws or regulations. The CONTRACTOR shall, after such notice, immediately inform the TOWN of the proposed corrective action and take such action as may be approved. If the CONTRACTOR fails or refuses to comply promptly, the TOWN may notify the appropriate permit agencies and issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR. Any costs incurred by the TOWN because of such actions may be deducted from the Contract amount due the CONTRACTOR.

The CONTRACTOR, by accepting this permit, specifically agrees to allow authorized agency personnel with proper identification and at reasonable times, access to the Work Area for the purpose of ascertaining compliance with the terms of the permits and to have access to copies of any records that must be kept under conditions of the permits; to inspect the facility, equipment, practices, or operations regulated or required under the permits; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with the permits. Reasonable time may depend on the nature of the concern being investigated.

SP-8.0 SITE CONDITIONS

SP-8.1 Subsurface and Physical Conditions

No reports of explorations or tests of subsurface conditions at or adjacent to the site, or drawings of physical conditions relating to existing surface or subsurface structures at the site, are known to TOWN.

SP-8.2 Hazardous Environmental Conditions

No reports or drawings related to Hazardous Environmental Conditions at the site are known to TOWN.

SP-9.0 PHYSICAL DATA

SP-9.1 Location

The Project site is located on the West Coast of Florida in the Town of Fort Myers Beach, Lee County. The Work is along the shoreline of the Gulf of Mexico. The climate is essentially subtropical and temperatures below freezing are rare. The wet season is from May through October. Hurricane season is from June through November. Water levels are mainly affected by tidal fluctuations in the Gulf of Mexico. The area is also subject to storm surges from hurricanes, tropical storms, and extratropical storms.

SP-9.2 Local Climatological Data

The following publications, which include information on waves, winds, and tides, are available from the named agencies.

- (a) Gulf of Mexico Hindcast Wave Information, Wave Information Studies of U.S. Coastlines, WIS Report, Waterways Experiment Station, C.E.R.C. May 1989. This report presents 20-year wave hindcast summaries at various stations located along the U.S. Gulf of Mexico shoreline. The report includes wave height, period, and direction tables for the 20-year period 1956-1975, summary wave and wind roses, summary tables of mean wave heights by month and year, largest wave heights by month and year, a statistical summary of wave data, and a table of extreme wave events.

- (b) East Coast of North and South America Tide Tables, U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Ocean Service. This publication provides daily tidal predictions at locations along the Atlantic and gulf coastlines of North and South America, including several locations on the Lee County shoreline. It also provides mean and spring tide ranges and mean tide level. Some astronomical data such as time of sunrise, sunset, moonrise, and moonset is also included.
- (c) Hubertz, J.M., 1992: User's Guide to the Wave Information Studies (WIS) Wave Model, Version 2.0. WIS Report 27(AD A254 313), U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.
- (d) Tracy, B. A. 2002: Directional characteristics of the 1990-1999 Wave Information Studies Gulf of Mexico Hindcast, Proceedings 7th International Workshop on Wave Hindcasting and Forecasting, October 21-25, Banff, Canada.

SP-10.0 TOWN AND ENGINEER'S APPROVAL OF WORK

By approving any payment, the TOWN and Engineer shall not thereby be deemed to have represented that they made exhaustive or continuous on-site inspection to check the quality or the quantity of the Work, or that they have reviewed the means, methods and techniques, sequences, and procedures of construction, or that they have made any examination to ascertain how or for what purpose the CONTRACTOR has used the money paid or to be paid to them on account of the Agreement price. The TOWN and Engineer may have a representative on site at different times to observe operations of CONTRACTOR. The presence of the TOWN and ENGINEER or its designated representative(s) shall not relieve the CONTRACTOR of responsibility for the proper execution of the Work in accordance with the specifications or permits applicable to the Work. In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of TOWN shall be final and binding on all parties.

SP-11.0 HISTORIC AND ARCHEOLOGICAL RESOURCES

If during the construction work, there are archeological/cultural materials unearthed (which shall include but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tool or metal implements, dugout canoes, arrow heads, or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the CONTRACTOR shall immediately stop all Work in the vicinity and notify the State Archaeologist, USACE Regulatory Project Manager in Fort Myers, FDEP ERP Compliance Officer in Fort Myers, and TOWN to assess the significance of the discovery and devise appropriate actions, including salvage operations. If human remains are identified, they will be treated in accordance with Section 872, F.S. All Work in the vicinity shall immediately cease, the CONTRACTOR shall notify the State Archaeologist, USACE Regulatory Project Manager in Fort Myers, FDEP ERP Compliance Officer in Fort Myers, and TOWN immediately and stop Work until directed to restart. The Work shall not resume without verbal and/or written authorization from the State Archaeologist or the USACE.

SP-12.0 SALVAGED EQUIPMENT AND MATERIALS

Salvaged materials, equipment or supplies are the property of the TOWN, and shall be cleaned and stored as directed by the TOWN. Should the TOWN choose not to accept these materials, they shall be removed from the Work Area as soon as practical by the CONTRACTOR. The CONTRACTOR shall dispose of surplus materials, which are not accepted by the TOWN, in accordance with State and local laws in a legal manner at no additional cost to the TOWN.

SP-13.0 PRIVATE PROPERTY

The CONTRACTOR shall not occupy private land outside of any easements or rights of way unless the CONTRACTOR obtains expressed consent by the property owner. In the event that the CONTRACTOR uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary agreement(s) to the TOWN, the TOWN will direct the CONTRACTOR in writing to immediately cease using such property. The TOWN reserves the right to require that any agreement between the CONTRACTOR and the property owner for the use of private lands be furnished in writing.

At a minimum, the written agreement should contain the lot legal description and street address and the names, addresses, and telephone numbers for both the legal lot owner and the CONTRACTOR. The written agreement must also provide times for completion, erosion control measures, and how the CONTRACTOR will completely restore to the owner's satisfaction and how the owner will approve of the Work. This written agreement shall be submitted to and approved by the TOWN prior to construction.

The CONTRACTOR shall restore all damages to surface and underground facilities resulting from its construction operations to a condition equal to, or better than, the original condition. Prior to application for final payment, the CONTRACTOR shall provide documentation from the property owner of each piece of private property that was utilized by the CONTRACTOR, stating that each property owner is satisfied with the manner in which the CONTRACTOR has restored the property. Final payment or reduction in retainage shall not be paid until such documentation is received by the TOWN.

SP-14.0 NOTIFICATIONS

It shall be the responsibility of the CONTRACTOR to acquaint itself with the exact location of existing underground structures and utilities and to avoid conflict with all existing facilities. The CONTRACTOR shall be responsible for notifying, in writing and in advance of construction activities, all government and private agencies and entities that may have an area of responsibility, jurisdiction or involvement for any items of Work being constructed, or whom shall assume responsibility for the items after construction. Any expense of utility repair or other damage caused by the CONTRACTOR's operations shall be borne by the CONTRACTOR. Protection of all utilities shall be the responsibility of the CONTRACTOR who shall provide adequate protection to maintain proper service. The CONTRACTOR is to include within its line item bid prices, the costs to protect, and/or support, all underground utilities which may be in conflict with the construction of this Project. Attention is called to the Florida Underground Facility Damage Prevention and Safety

Act defined in Florida Statute 240. This act provides for a “One Call Toll Free” telephone number to be used by the CONTRACTOR doing the excavation, demolition or other underground construction.

SP-15.0 DAMAGE TO EXISTING FACILITIES

Where existing facilities are damaged, they shall be immediately repaired in conformance with the best standard practice, or according to the specifications of the TOWN of the utility or structure. If the TOWN elects to make such repairs with their own forces, the CONTRACTOR shall make sure that specific arrangements are made to protect the TOWN from all damages. Where such conflicts are unavoidable, every effort shall be made to construct the Work so as to cause as little interference as possible with the services rendered by the utility or structure disturbed.

SP-16.0 DIFFERING SITE CONDITIONS

The CONTRACTOR shall promptly, and before the conditions are disturbed, give written notice to the TOWN and Engineer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

The TOWN and Engineer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment of Contract price or Contract time or both may be made under this clause and the Contract modified in writing accordingly. Under no circumstances, however, shall an adjustment in Contract price be made for delay caused by materially differing or unknown site conditions.

No request by the CONTRACTOR for an equitable adjustment to the Contract under this clause shall be allowed, unless the CONTRACTOR has given the written notice required. No request by the CONTRACTOR for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under this Contract.

Should differing subsurface or physical condition be encountered, the CONTRACTOR will move to an alternate Work area within the limits of the Project to continue the Work. This discovery does not allow the CONTRACTOR to suspend Work or may not justify an extension of Contract Time. The CONTRACTOR is required to pursue the Work in a continuous manner and is advised of the Contract Time within the Contract documents.

SP-17.0 ACCESS TO THE WORK

The CONTRACTOR shall provide access for the TOWN and their representatives access to the Work for the purpose of observing construction activities and environmental monitoring tests. The CONTRACTOR shall furnish the use of their Plant and Equipment as may be reasonably necessary

in observing the Work. Should the CONTRACTOR refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the TOWN, and the cost thereof will be deducted from any amounts due or to become due the CONTRACTOR.

SP-18.0 OBSTRUCTION OF WATERWAYS

Marine traffic in the Project area consists of commercial, pleasure, and small recreational vessels of all types and sizes, which can be accommodated by existing depths. The TOWN shall not undertake to keep the navigation channel and waterway within and adjacent to the Work area free from vessels or other obstructions. The CONTRACTOR shall be required to conduct the Work in such manner as to maintain navigation in the channel. Upon completion of the Work, the CONTRACTOR shall promptly remove their Plant and Equipment.

SCHEDULE OF VALUES
TOWN OF FORT MYERS BEACH
MATANZAS HARBOR DINGHY DOCK REPLACEMENT

1. MOBILIZATION/DEMOBILIZATION

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
	Mobilization/ Demobilization	1	Job	\$ _____	\$ _____

2. DINGHY DOCK REPLACEMENT

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
A.	Pile Wraps	4	Each	\$ _____	\$ _____
B.	Gangway	1	Job	\$ _____	\$ _____
C.	Extend Guide Piles	3	Each	\$ _____	\$ _____
D.	Upland Repairs	1	Job	\$ _____	\$ _____
SUBTOTAL ITEM 1					\$ _____

3. CONCRETE DOCK (BASE BID)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
	Concrete Floating Dock	560	SF	\$ _____	\$ _____

3A. ALUMINUM DOCK (ALTERNATE)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
	Aluminum Floating Dock	560	SF	\$ _____	\$ _____

4. OLD CONCRETE DOCK DISPOSAL

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
	Dispose of Concrete Docks	1	Job	\$ _____	\$ _____

5. TRANSPORT EXISTING ALUMINUM DOCKS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
	Transport Floating Docks - (1) 4'x26' and (1) 8.5'x50'	1	Job	\$ _____	\$ _____

6. BONDING

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
	Bid Bond	1	Job	\$ _____	\$ _____

**CONSTRUCTION COST
SUMMARY - SCHEDULE OF VALUES (CONCRETE DOCK)**

1. Mobilization/Demobilization	\$ _____
2. Dinghy Dock Replacement	\$ _____
3. Concrete Dock	\$ _____
4. Old Concrete Dock Disposal	\$ _____
5. Transport Existing Aluminum Dock	\$ _____
6. Bonding	\$ _____
 TOTAL BASE BID	 \$ _____

**ALTERNATE CONSTRUCTION COST
SUMMARY - SCHEDULE OF VALUES (ALUMINUM DOCK)**

1. Mobilization/Demobilization	\$ _____
2. Dinghy Dock Replacement	\$ _____
3A. Aluminum Dock	\$ _____
4. Old Concrete Dock Disposal	\$ _____
5. Transport Existing Aluminum Dock	\$ _____
6. Bonding	\$ _____
 TOTAL ALTERNATE BID	 \$ _____

RESPONSE TO

Invitation to Bid

Matanzas Pass Dinghy Dock Replacement Project

ITB-24-08-EN

CREATED FOR

Town of Fort Myers Beach

2731 Oak Street
Fort Myers Beach, FL 33931

SUBMITTED ON

September 12, 2024





PART D
FMB:003 - OFFICIAL BID FORM
(1 of 5 Pages)

FOR

MATANZAS PASS DINGHY DOCK REPLACEMENT PROJECT

ITB-24-08-EN

Bids are to be submitted by

Thursday, September 5, 2024 @ 2:00 P.M. LOCAL TIME

to:

**TOWN OF FORT MYERS BEACH
VIA DEMANDSTAR.COM**

BID OPENING:

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

Thursday, September 5, 2024 at 2:15 P.M. LOCAL TIME

BIDDER: Kelly Brothers, Inc.
(Individual or Firm Name)



PART D
FMB:003 - OFFICIAL BID FORM
(2 of 5 Pages)

Thursday, September 5, 2024
(DATE)

2:00 P.M. LOCAL TIME
(TIME)

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

1. ATTENTION: BIDS WILL ONLY BE CONSIDERED FROM THOSE BIDDERS WHO HAVE OBTAINED THESE CONTRACT DOCUMENTS DIRECTLY FROM THE TOWN OR DEMANDSTAR.
2. The Undersigned, hereinafter called "BIDDER", is familiar with the local conditions, nature and extent of the work, attended the mandatory pre-bid meeting, examined carefully the sample Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and fulfilled their requirements as well as the bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

MATANZAS PASS DINGHY DOCK REPLACEMENT PROJECT
ITB-24-08-EN

in full accordance with the drawings and specifications prepared in accordance with the Town's advertisement for Bids, Instruction to BIDDERS, Contract and all other documents related thereto on file with TOWN, and if awarded the contract, to complete the said work within the time limits specified for the following bid price:

**SCHEDULE OF VALUES
TOWN OF FORT MYERS BEACH
MATANZAS PASS DINGHY DOCK REPLACEMENT PROJECT**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	Mobilization / Demobilization	1	Job	14,948.00	14,948.00
2.1	Pile Wraps	4	Each	232.00	928.00
2.2	Gangway	1	Job	14,270.00	14,270.00
2.3	Extend Guide Piles	3	Each	4,085.00	12,255.00
2.4	Upland Repairs	1	Job	4,068.00	4,068.00
3	Concrete Floating Dock (BASE BID)	560	Square Feet	262.00	146,720.00
3A	Aluminum Floating Dock (ALTERNATE)	560	Square Feet		Please see Pg. 23 for Total Bid of Aluminum Floating Dock (Alternate).
4	Dispose of Old Concrete Dock	1	Job	4,156.00	
5	Transport Existing Aluminum Docks (1) 4'x26' and (1) 8.5'x50'	1	Job	4,875.00	4,875.00
6	Bid Bond P&P Bonding	1	Job	2,425.00	2,425.00
		Total (Concrete Floating Dock BASE BID) 204,645.00			

Note: There is no cost for a Bid Bond unless the Contractor fails to execute the Contract. The cost provided above includes the cost for Payment and Performance (P&P) Bonding.



**CONSTRUCTION COST
SUMMARY - SCHEDULE OF VALUES (CONCRETE DOCK)**

1. Mobilization/Demobilization	\$ 14,948.00
2. Dinghy Dock Replacement	\$ 31,521.00
3. Concrete Dock	\$ 146,720.00
4. Old Concrete Dock Disposal	\$ 4,156.00
5. Transport Existing Aluminum Dock	\$ 4,875.00
6. Bonding (P&P Bonding)	\$ 2,425.00
TOTAL BASE BID	\$ 204,645.00

**ALTERNATE CONSTRUCTION COST
SUMMARY - SCHEDULE OF VALUES (ALUMINUM DOCK)**

1. Mobilization/Demobilization	\$ 14,948.00
2. Dinghy Dock Replacement	\$ 31,521.00
3A. Aluminum Dock	\$ 71,120.00
4. Old Concrete Dock Disposal	\$ 4,156.00
5. Transport Existing Aluminum Dock	\$ 4,875.00
6. Bonding (P&P Bonding)	\$ 2,425.00
TOTAL ALTERNATE BID	\$ 129,045.00



3. The BIDDER hereby agrees that:
- (a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame, except that the TOWN may in its sole discretion, release any Bid and return the Bid security prior to that date. Once the BIDDER has been notified that its bid has been awarded by the Town of Fort Myers Beach, within the above time frame the price proposed as submitted shall constitute the contract price and a formal contract for that amount shall be executed within the time frames established by these documents.
 - (b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the TOWN in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Construction Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Construction Bond shall be in the amount of one hundred percent (100%) of the accepted bid amount. The BIDDER shall, at the time the Contract is executed, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of a breach of any of the agreements of this proposal, the bid security shall be forfeited.
 - (c) In the event of any conflict between the Invitation to Bid and Ordinance 17-01, the provisions of the ordinance will prevail. A copy of ordinance 17-01 is available on the TOWN'S website.



PART D
FMB:003 - OFFICIAL BID FORM
(4 of 5 Pages)

4. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. 1 Dated: 08/28/2024 Addendum No. 2 Dated 09/04/2024

Addendum No. _____ Dated: _____ Addendum No. _____ Dated _____

5. If awarded this contract, the BIDDER agrees to complete the work covered by this contract as follows:

- (a) Substantially complete in 30 consecutive calendar days from date of Official Notice to Proceed.
- (b) Final completion in 60 consecutive calendar days from the date of Official Notice to Proceed.

6. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the TOWN, also that no head of any department or employee therein, or any officer of Fort Myers Beach, Florida is directly interested therein.

This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any BIDDER or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other BIDDER, or to secure any advantage against the TOWN or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.



PART D
FMB:003 - OFFICIAL BID FORM
(5 of 5 Pages)

7. The below signed BIDDER agrees to comply with all applicable provisions as set forth in the Anti-Discrimination requirements included as part of the General Conditions of this document. The BIDDER further agrees to hold harmless, defend and indemnify the TOWN and its agents for any losses, including attorney's fees, incurred as a result of its failure to abide by the applicable Anti-Discrimination laws.

Dane Kelly, Travis Kelly
(Name of License Holder)

CGC1519780, CGC1528509
(State Certificate No.)

1204211 / Lee County
Business Tax Receipt No. (Specify jurisdiction)

Sunbiz.org Document No.656515
(State Registration No.)

In witness whereof, the BIDDER has hereunto set its signature and affixed its seal this
5th day of September, 2024.

Dane Kelly
By: Printed


By: Signature

TITLE: President

Kelly Brothers, Inc.

Company Name

15775 Pine Ridge Road

Mailing Address

Fort Myers, FL 33908

City, State, and Zip

Dane Kelly

Contact Person

estimating@kellybros.net

E-mail / Contact Person

239-482-7300

Telephone Number

NA

Fax Number

ATTEST: 

Assistant Secretary

Travis Kelly
Kelly Brothers, Inc.
15775 Pine Ridge Road, Fort, Myers, FL 33908
State of Incorporation: Florida

(Seal)





ADDENDUM TO CONTRACT DOCUMENTS

ITB-24-08-EN

Addendum No.: 1

CONTRACT/PROJECT NAME: Matanzas Pass Mooring Field

DINGHY DOCK CONSTRUCTION PROJECT

DATE OF ISSUE: August 28, 2024.

THE BID DUE DATE WAS CHANGED FROM 09/05/2024 TO 09/06/2024 @ 2:00 PM. THE BID OPENING WILL BE 09/06/2024 @ 2:15 PM.

The following information shall be included in the Contract documents and is hereby made part of the project documents in the form of clarification, addition, deletion or revision to the contract requirements, specifications and/or drawings.

Questions received by the Town as well as questions asked at the non-mandatory pre-bid meeting held 08/20/2024 are as follows:

Q: Where will the staging area be?

A: The parking lot under the bridge adjacent to the dinghy dock will be available for the contractor to use.

Q: Is there a permit fee?

A: Yes, \$410

Q: Is there a budget?

A: No

Q: When are the bids due?

A: The bids are due by Friday, September 6th, 2024 @ 2:00 pm. The bid opening will be at 2:15 pm in the Council Chambers.

Q: In follow-up to the Pre-Bid meeting, please see the requested question below.

The Included drawing Package provides estimated depths and grade for two of the three Pilings. The eastern Most Piling information is not included in the sub sheets. This depth will be utilized to determine the appropriate length for the HDPE sleeve replacement. Can that Data Be provided?

A: Pile lengths from the top of the pile to the mudline are 14', 14.5' and 27.5'.

Please Print _____ Kelly Brothers, Inc. 239-482-7300

Company Name & Phone Number



Signature

Dane Kelly, President
Kelly Brothers, Inc.
15775 Pine Ridge Road, Fort Myers, FL 33908
State of Incorporation: Florida

Amy Baker, Town Clerk

bids@fmbgov.com

239-765-0202



ADDENDUM TO BID PACKAGE

ITB 24-08-EN

CONTRACT/PROJECT NAME: MATANZAS PASS MOORING FIELD DINGHY DOCK CONSTRUCTION PROJECT

DATE OF ISSUE: **September 4, 2024**

**BID DUE DATE HAS BEEN EXTENDED TO
09/12/2024 AT 2:00 PM**

**BID OPENING HAS BEEN MOVED TO 09/12/2024
AT 2:15 PM**

The following information shall be included as an addendum to the bid package. Prospective bidders must acknowledge the addendum by signing it at the bottom and including it in any submitted proposal.

Construction Plan Revisions:

Sheet 3, Aluminum Floats (Alternate Bid)

Note 1 reads “DOCKS SHALL BE GOLDEN MARINE SYSTEMS, LLC, SERIES 9 OR APPROVED EQUIVALENT.”

Shall be revised to read “DOCKS SHALL BE GOLDEN MARINE SYSTEMS, LLC, SERIES 850 OR APPROVED EQUIVALENT.”

Sheets 2, 3, and 4 inadvertently depict two 4" x 4" IPE railing stanchions along the concrete access walkway west of the fixed timber pier to be existing. Please include the installation of two new stanchions and a new railing to match the existing. See attached drawing detailing the railing construction.

Please Print _____ Kelly Brothers, Inc. 239-482-7300 _____

Company Name & Phone Number

_____ 

Signature

Dane Kelly, President
Kelly Brothers, Inc.
15775 Pine Ridge Road, Fort Myers, FL 33908
State of Incorporation: Florida

Contracts Manager, Town of Fort Myers Beach
bids@fmbgov.com



PART D
FMB:001 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Kelly Brothers, Inc. as Principal, and
(BIDDER'S Name)

U. S. Specialty Insurance Company a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto TOWN OF FORT MYERS BEACH TOWN COUNCIL, LEE COUNTY, FLORIDA, a Florida municipal corporation,

in the SUM OF \$ Five Percent (5%) of Amount Bid

for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this 6th day of September 2024

WHEREAS, said Principal is herewith submitting a Bid Proposal for the construction of:

MATANZAS PASS DINGHY DOCK REPLACEMENT PROJECT
ITB-24-08-EN

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Construction Bond from a Surety acceptable to the TOWN and provide other Insurance as may be required to the TOWN within such time period as the TOWN may allow, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said TOWN in money the difference between the amount of the Bid of said Principal and the amount for which said TOWN may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said TOWN if suit be brought hereon, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal

Danielle Kirby

By: Witness Signature

KELLY BROTHERS, INC.

(SEAL)

Principal

Witness as to Surety

Dawn M. Onzo

By: Witness Signature

Dawn M. Onzo, Surety Administrator

Dane Kelly - President

(SEAL)

U.S. SPECIALTY INSURANCE COMPANY

Surety's Name

By: As-Attorney-in-Fact, Surety
Wendy Hingson, Attorney-In-Fact and
Florida Resident Agent (239) 275-8226

Affix Corporate Seals and attach proper Power of Attorney for Surety.



TOKIOMARINE
HCC

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Wendy Hingson of Fort Myers, FL

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Ten Million***** Dollars (***\$10,000,000.00***).

This Power of Attorney shall expire without further action on January 31st 2028. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of February 2024.



AMERICAN CONTRACTORS INDEMNITY COMPANY, TEXAS
BONDING COMPANY, UNITED STATES SURETY COMPANY,
U.S. SPECIALTY INSURANCE COMPANY

By:

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On this 1st day of February 2024, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 6th day of September, 2024.

Bond No.

Agency No.

N/A
17050



Kio Lo, Assistant Secretary

HCCSMANPOA02/2/24

visit tmhcc.com/surety for more information



PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(1 of 7 Pages)

THIS FORM MUST BE ON FILE WITH TOWN OF FORT MYERS BEACH, 2545 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931, AND BE CURRENT WITHIN TWELVE (12) CALENDAR MONTHS OR COMPLETED AND SUBMITTED WITH THIS BID PACKAGE. ANY CHANGES WHICH AFFECT THE ORGANIZATIONAL STRUCTURE, QUALIFICATIONS OR LICENSES SHALL BE REPORTED IMMEDIATELY TO THE TOWN. FAILURE TO UPDATE CHANGES WHICH MAY AFFECT THE CONTRACTOR RESPONSIBILITY MAY BE GROUNDS FOR THE CONTRACTOR TO BE DECLARED NOT A RESPONSIBLE CONTRACTOR FOR THIS BID OR FUTURE BIDS WITH TOWN OF FORT MYERS BEACH.

Submitted By: Kelly Brothers, Inc.

☒ CORPORATION - Date of Incorporation: 02/20/1980 State of Florida
Incorporation: Florida

If Out of State Corporation, currently authorized to do business in Florida,
give date of such authorization: _____

☐ PARTNERSHIP - Date of Organization: _____ Nature of Partnership: General ☐
Limited ☐
Association ☐

☐ INDIVIDUAL - Name and Address of Owner _____

☐ JOINT VENTURE - Between _____
Name Title
And _____
Name Title
Date of Agreement _____

☐ OTHER - Explain _____

Parent Company Office Address (if any): NA

Principal Office Address: 15775 Pine Ridge Road
Fort Myers, FL 33908

Name of Project (if applicable): Matanzas Pass Mooring Field Dinghy Dock Construction (#ITB-24-08-EN)

Person to Contact: Dane Kelly

Title: President Telephone No.: 239-482-7300



PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(2 of 7 Pages)

Type of Work (file separate form FMB:004 for each classification of work):

The signee of this questionnaire guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby authorizes and requests any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by the Town of Fort Myers Beach deemed necessary by the Town to verify the statements made in this application or regarding the standing and general reputation of the BIDDER.

1. How many years has your organization been in business as a Marine GC Contractor under your present name?

44 Years

2. Under what other or former names has your organization operated?

NA

3. List below your organizations Officers, Owners or Partners:

NAME	TITLE	ADDRESS	DATE ASSUMING POSITION
Dane Kelly	President	15775 Pine Ridge Road, Fort Myers, FL	10/2018
Travis Kelly	Vice President	15775 Pine Ridge Road, Fort Myers, FL	10/2018
Dane Kelly	Secretary	15775 Pine Ridge Road, Fort Myers, FL	10/2018
Travis Kelly	Assistant Secretary	15775 Pine Ridge Road, Fort Myers, FL	10/2018
Dane Kelly	Treasurer	15775 Pine Ridge Road, Fort Myers, FL	10/2018



PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(3 of 7 Pages)

4. List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable:

JURISDICTION	TRADE	STATE CERT. NO.	TOWN'S COMP. NO.	STATE REG. NO.	TOWN'S OCC. LIC. NO.	STATE PERMIT	EXPIRE DATE
Florida	Marine Const.	CGC1519780					08/31/2026
Florida	Marine Const.	CGC1528509					08/31/2026
Lee County	Marine Const.		1204211				

5. List jurisdictions in which your organization's partnership or trade name is filed:

NA

6. If the answer to any of the questions below is YES, please attach details. Reference sheets to question number.

6.1 Has your organization ever failed to complete any work awarded to it?

YES ☐ NO ☒

See Sheet No. _____

6.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

YES ☐ NO ☒

See Sheet No. _____

6.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?

YES ☐ NO ☒

See Sheet No. _____

7. Has any Officer or Partner of your organization ever failed to complete a construction contract handled in his own name or as a qualifier for another?

YES ☐ NO ☒

If so, state the name of the individual, name of owner, when, where, and the reason therefore:

8. Has any Officer or Partner of your organization ever been as Officer or Partner of some other organization that failed to complete a construction project?

YES ☐ NO ☒

If so, state the name of the individual, other organization, when, where and the reason therefore:

PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(4 of 7 Pages)

9. Has your organization ever been refused registration by a Federal, State or Municipal Agency as a Pre-qualified BIDDER or Qualified BIDDER for construction contracts? YES ☐ NO ☒
- If so, for what type of work? NA
- Give details and reason: NA
10. Give below any information which would indicate the size and capacity of your organization, including the number of permanent employees engaged in estimating, purchasing, expediting, detailing and engineering, field supervision, field engineering and layout:
(2) Offices, (5) Project Managers/Estimators, (1) General Superintendent, (5) Office Personnel, (3) Mechanics,
(2) Truck Drivers, (1) Shop Helper, (7) Site Superintendent, (21) Field Employees
(use extension sheet if necessary and reference sheet number herein: 3a)
11. Attach resumes of key personnel, including superintendents for field management. The resumes shall include the following information: **Please see attached resumes of key personnel.**
- 11.1 Name and present position or capacity
- 11.2 Years of construction experience, type of work, position or capacity and cost range
Years of related construction experience, type of work, position or capacity and cost
- 11.3 range
- 11.4 Brief education and professional registrations
12. List of type of work normally provided by your own work forces:
All phases of Marine Construction
13. Indicate type of contracting undertaken by your organization and number of years' experience:
- | | | | | |
|-----------------------|-----------|-------|----------------------------|------|
| As General Contractor | <u>44</u> | Years | <u>Marine Construction</u> | Type |
| As Sub-Contractor | <u>44</u> | Years | <u>Marine Construction</u> | Type |
14. Attach the prime construction contracts your organization has underway on this date 09/06/2024
The list shall include the following information: (reference sheet numbers herein: 3b)
- 14.1 Project Title and Location
- 14.2 Contractor or Sub-Contractor
- 14.3 Contract Amount and Date of Contract
- 14.4 Percent of Project Constructed by Sub-Contractors
- 14.5 Percent Complete
- 14.5 Project Manager or Superintendent
- 14.6 Required Completion Date
- 14.7 Name, Address and Telephone Number of Owner
- 14.8 Designing Architect/Engineer and Address



PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
(5 of 7 Pages)

15. Attach a list of the no fewer than five (5) prime construction contracts involving floating dock construction projects similar to this Project, specifically within the influence of tidal currents, completed in the past seven (7) years by your organization.

The list shall include the following information: (reference sheet numbers herein: 3c)

- 15.1 Project Title, Location, and Brief Description of Work Performed
- 15.2 Contractor or Sub-Contractor
- 15.3 Contract Amount and Date of Contract
- 15.4 Percent of Project Constructed by Sub-Contractors
- 15.5 Date Complete
- 15.6 Project Manager or Superintendent
- 15.7 Required Completion Date
- 15.8 Name, Address and Telephone Number of Owner
- 15.9 Designing Engineer and Address
- 15.10 Volume, Pump Distance, Monthly Production Rate

16. Attach any construction contracts your organization has contracted with Town of Fort Myers Beach that are either underway or completed.

The list shall include the following information: (reference sheet numbers herein: 3d)

- 16.1 Project Title and Location
- 16.2 Contractor or Sub-Contractor
- 16.3 Original Contract Amount and Date
- 16.4 Final Contract Amount
- 16.5 Percent of Project Constructed by Sub-Contractors
- 16.6 Project Manager or Superintendent
- 16.7 Required Completion Date
- 16.8 Name, Address and Telephone Number of Owner
- 16.9 Town Sponsoring Department

18. List below the name of the bonding companies you use for construction project and the name, address and telephone number of your agent:

U.S. Specialty Insurance Company, Wendy Hingson, 6820 Porto Fino Circle , Fort Myers, FL 33912, 239-275-8226

19. List no less than three (3) and preferably five (5) financial references:

Bank OZK, 1565 Red Cedar Drive, Fort Myers, FL 33907, Zachary Hengesbaugh, 239-939-4100

Regions Bank, 5212 Summerlin Commons Blvd, Fort Myers, FL 33907, Kari Maltby, 239-935-6630

Decks & Docks Lumber Co. P.O. Box 6834 Clearwater, FL 33758, Bridgette Straley, 727-466-9663 x 1071

Preferred Materials,, 4636 Scarborough Dr., Lutz, FL 33559, Cassandra Lentz, 813-751-0919

White Cap,, LP., P.O. Box 4852 Orlando, FL 32802, Russell Rimes, 407-888-1335



PART D
FMB:004 - CONTRACTOR QUALIFICATION QUESTIONNAIRE
 (6 of 7 Pages)

20. What is the largest contract (dollar cost) ever performed by your organization?
\$8,155,608.23

21. What is the dollar value of the largest project you consider your organization is qualified to undertake?
\$12,000,000.00 - \$15,000,000.00

Dated at Office this 5th day of September 20124

Kelly Brothers, Inc.

Name of Organization

BY:

Dane Kelly

Kelly Brothers, Inc.

15775 Pine Ridge Road, Fort Myers, FL 33908

President

State of Incorporation: Florida

Title of Person Signing

(if Corporation Affix Corporate Seal)

STATE OF FLORIDA) Florida
 COUNTY OF LEE) Lee

SWORN TO AND SUBSCRIBED BEFORE ME, on this 5th day of September,

2024, by means of (✓) physical presence or () online notarization, personally appeared _____

Dane Kelly as President of Kelly Brothers, Inc.,

(✓) who personally known to me of () who has produced _____ as identification.



DANIELLE KIRBY
 Notary Public
 State of Florida
 Comm# HH475968
 Expires 12/26/2027

Danielle Kirby
 NOTARY PUBLIC – State of Florida
 Danielle Kirby

My commission expires: December 26, 2027



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

Reference Sheet Number 3a

- **Company Introduction**
- **GC License**
- **Lee County Local Business Tax**
- **Sunbiz Documentation**



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

Company Introduction

Kelly Brothers (KBI) provides world-class marine construction services and offers decades of experience working in, on, under, over and around the waters of central and southwest Florida. KBI's proven expertise has been acquired through the multitude of years and a myriad of projects successfully completed during our 44 years in business. We have experience in every facet of the marine construction industry and are experts in our field.

The company is headquartered in Fort Myers, where we have been locally owned and operated by the Kelly family since the firm's incorporation in 1980. Our 2nd location in Fort Myers Beach consists of both a material and equipment staging yard along with a full commercial barge landing.

Our work ranges from marine demolition, to exclusive marinas and yacht clubs, to iconic landmarks such as the Naples Pier, Sanibel Causeway Bridge, and the Mallory Square Wharf. We do wave attenuators, aerial crossings, artificial reefs, boat ramps, dredging, barge and crane services, boardwalks, box culverts, bulkheads, commercial diving, derelict vessel removal, erosion control, fender systems, floating docks, jetties, groins, mooring piles, bridges, piers, pile jackets, riprap revetment, seawalls, sheet piling (concrete, steel, vinyl), cathodic protection, slope protection, subaqueous cable and/or pipe crossings, underwater construction, demolition, and inspections along with water control structures.

KBI has invested in plant and equipment to further enhance our abilities to control cost and deliver a top-notch quality product while adhering to the schedule. Kelly Brothers has an extensive collection of equipment, tools, and expertise at our disposal and we ready to start work.

Our company has the ability to successfully manage every aspect of your project from start to finish. Our material suppliers work closely with KBI to ensure competitive pricing, and the availability and delivery of necessary materials. Both vital in keeping your project within budget and on schedule.

Kelly Brothers provides exceptional-quality commercial marine design, construction, and repair throughout Florida. Our work has taken us to every corner of the state. We successfully completed work on an industrial berthing facility in St. Marks, and have worked as far south as Mallory Square in Key West.

KBI's extensive portfolio contains over 1,200 multifaceted projects for private developers, engineering and consulting firms, federal, state, city, and county municipalities. We are able to draw from our vast history and experience to overcome any challenge presented with the complexity of marine construction. Where some companies see problems, at Kelly Brothers we see opportunities. We have been able to use these circumstances to broaden our experience base and gain indispensable wisdom. Our company and our people benefit when such an instance occurs; we take the opportunity to think outside the box and collaborate on creative solutions. We have learned to listen, ask questions, only then develop viable options for resolution shared using open and honest communication. With each instance we increase our knowledge, which in turns benefits our clients. There is no substitute for years of experience when dealing with the intricacies of marine construction. Our knowledge and expertise amassed over the years have proven to be invaluable in dealing with the varied and complex aspects of individual projects.



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

Kelly Brothers always views a project as an opportunity to share our expertise. We scrutinize each project, examining areas we feel there may be the potential for adding value. We collaborate with our clients to provide value engineering and implement cost saving measures. KBI is currently working on Collier County's Chokoloskee Bridge Reconstruction project. As part of this project, Kelly Brothers crafted a cost savings initiative (CSI) in excess of one million dollars (\$1,000,000). Kelly Brothers was also able to value engineer the Florida Department of Transportation (FDOT) Myakka Bridge project. KBI proposed a CSI, which consisted of the construction of a temporary bridge over the Myakka River to carry all mainline traffic during construction. The CSI also included design changes which reduced the total cost to the State of Florida by \$128,000. This CSI was accepted by the FDOT, which when implemented resulted in a greatly reduced impact to the traveling public. This project finished under budget and was completed on schedule. These projects offer just glimpse of our abilities to seize opportunities for improvement and cost savings. Continuous improvement is a part of our company's philosophy applied to both our internal processes and externally in the work we do for our clients.

Leveraging four decades of experience, we offer the expertise you need to complete your project on time and within the agreed upon budget. Our business approach is simple; help our clients achieve their goals, for the best value, on-time, while delivering the highest quality craftsmanship. Kelly Brothers has the necessary facilities, ability, capacity, and financial resources to execute the work required for a successful completion of your project. A commitment to professionalism and excellence drives our company's culture to provide value and deliver quality in all we do. Our client's letters of recommendation are evidence of our ability to deliver exceptional quality and customer service all while controlling cost and managing schedules. Paraphrasing from a letter of recommendation received from the City of St. Marks, Kelly Brothers has the dedication and tenacity to make your project a success and the end product exceed your expectations.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KELLY, DANE P

KELLY BROTHERS, INC
15775 PINE RIDGE ROAD
FORT MYERS FL 33908

LICENSE NUMBER: CGC1519780

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 06/18/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KELLY, TRAVIS EDWARD

KELLY BROTHERS INC
18200 PARKRIDGE CIRCLE
FORT MYERS FL 33908

LICENSE NUMBER: CGC1528509

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 06/18/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Local Business Tax Receipt

KELLY BROTHERS INC
KELLY BROTHERS INC
15775 PINE RIDGE RD
FORT MYERS, FL 33908

Dear Business Owner:

Your **2024 - 2025** Lee County Local Business Tax Receipt is attached below for account number / receipt:
number: **1026863 / 1204211**

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2024-2025 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1026863
Receipt Number: 1204211
State License Number: CGC1519780

Location:
15775 PINE RIDGE RD
FORT MYERS, FL 33908

KELLY BROTHERS INC
KELLY DANE P
15775 PINE RIDGE RD
FORT MYERS, FL 33908

Account Expires: September 30, 2025

May engage in the business of:	
GENERAL CONTRACTOR-CERTIFIED	
THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY	
Payment Information:	
PAID DP-00-02500805	07/31/2024 \$ 50.00



Detail by Entity Name

Florida Profit Corporation
KELLY BROTHERS, INC.

Filing Information

Document Number	656515
FEI/EIN Number	59-2069592
Date Filed	02/20/1980
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	09/17/2015
Event Effective Date	NONE

Principal Address

15775 PINE RIDGE ROAD
FT. MYERS, FL 33908
Changed: 01/13/1993

Mailing Address

15775 PINE RIDGE ROAD
FT. MYERS, FL 33908
Changed: 01/13/1993

Registered Agent Name & Address

KELLY, DANE P, PRES
15775 PINE RIDGE ROAD
FT. MYERS, FL 33908
Name Changed: 02/08/2019
Address Changed: 01/20/1994

Officer/Director Detail

Name & Address

Title PSTD
KELLY, DANE P
15775 PINE RIDGE ROAD
FT. MYERS, FL 33908
Title VP, Asst. Secretary, Director
KELLY, TRAVIS E
15775 PINE RIDGE ROAD
FT. MYERS, FL 33908

Annual Reports

Report Year	Filed Date
2022	04/14/2022
2023	03/24/2023
2024	02/06/2024

Reference Sheet Number: 3b) Prime Construction Contracts Underway on this Date: September 6, 2024

Project Title and Location	Contractor Or Sub-Contractor	Total Contract Amount and Date of Contract	Percent of Project Constructed by Sub-Contractors	Percent Complete	Project Manager or Superintendent	Required Completion Date	Name, Address and Telephone of Owner	Designing Architect/Engineer and Address
Gasparilla Island Temporary Construction Bridge Boca Grande, FL	Contractor	\$ 857,119.23	1.70%	78.20%	Nick Lagare, Project Manager Travis Kelly, General Superintendent Ricardo Ponce, Site Superintendent	NA	Gasparilla Island Water Associations 1700 East Railroad Avenue Boca Grande, FL 33921 Dawn Barnard, Sr. Project Manager (Bowman Consulting Group Ltd.) 239-254-2032	Bowman Consulting Group, Ltd. 950 Encore Way Naples, FL 34110
		December 14, 2018						
Saltleaf Marina Bonita Springs, FL	Contractor	\$ 8,155,608.23	12.16%	83.00%	Jake Kinnear, Project Manager Travis Kelly, General Superintendent Jorge Discua, Site Superintendent	November 2025	LB Estero Bay Investments, LLC 2210 Vanderbilt Beach Rd. Suite 1300 Naples, FL 34109 Rick VanDyne, Sr., Construction Manager 239-592-1400	Coastal Engineering Consultants, Inc. 28421 Bonita Crossings Blvd. Bonita Springs, FL 34135
		July 14, 2022						
Tarpon Club North Marina Naples, FL	Contractor	\$ 6,294,585.26	22.54%	28.00%	Nick Lagare, Project Manager Travis Kelly, General Superintendent Raul Benitez, Site Superintendent	June 2025	FCC Beach & Yacht, LLC 8156 Fiddlers Creek Parkway Naples, FL 34114 Joseph Parsi, Esq., Owner's Representative 239- 732-9400	Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104
		November 1, 2023						
Caxambas Park & Boat Ramp Marco Island, FL	Contractor	\$ 2,762,276.63	0.00%	59.00%	Jake Kinnear, Project Manager Travis Kelly, General Superintendent Dale Bird, Site Superintendent	December 2024	Board of County Commissioners of Collier County 3335 Tamiami Trail East Naples, FL 34112 James Morton, P.E. Sr. Project Manager 239-252-5488	Aptim Environmental & Infrastructure, LLC 6401 Congress Ave., Suite 140 Boca Raton, FL 33487
		March 18, 2024						
Sunrise & Buena Vista Waterways Dredge Port Charlotte, FL	Contractor	\$ 966,963.38	0.00%	1.0%	Nick Lagare, Project Manager Travis Kelly, General Superintendent Raul Benitez, Site Superintendent	December 2024	Board of County Commissioners of Charlotte County 18500 Murdock Circle, Suite 344 Port Charlotte, FL 33948 Matthew Logan, P.E. 941-743-1380	Coastal Engineering Consultants, Inc. 28421 Bonita Crossings Blvd. Bonita Springs, FL 34135
		June 20, 2024						
Matanzas Pass South Fishing Pier Fort Myers Beach, FL	Sub-contractor	\$ 150,000.00	0.00%	99.00%	Nick Lagare, Project Manager Travis Kelly, General Superintendent Bob Horne, Site Superintendent	September 2024	FDOT District 1 801 N. Broadway Ave. Bartow, FL 33830 239-225-1900 / 1-800-292-3368 Seacoast, Inc. (Prime Contractor) William Wilson, Project Manager 813-925-3555	WSP USA, Inc. 5411 Skycenter Drive, Suite 650 Tampa, FL 33607
		August 12, 2024						
Pelican Landing Marina Bonita Springs, FL	Contractor	\$ 858,422.15	17.18%	12.00%	Nick Lagare, Project Manager Travis Kelly, General Superintendent Jorge Discua, Site Superintendent	January 2025	Pelican Landing Community Association, Inc. 5450 Coconut Rd Bonita Springs, FL 34134 Jamie Boese, Director of Island & Marina Operations 239-947-5977 ext. 217	Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104
		June 26, 2024						

Reference Sheet Number: 3c) Prime Construction Contracts Past Seven (7) Years

Please see "Sampling of Project Experience" section following this page for further details on the projects listed below along with additional projects that demonstrate the depth and breadth of our experience. Also please see our "Letters of Recommendation" section that will provide evidence of our abilities to deliver a quality product, on time, and within the agreed upon budget.

Project Title and Location	Contractor or Sub-Contractor	Contract Amount and Date of Contract	Percent of Project Constructed by Sub-Contractors	Date Complete	Project Manager or Superintendent	Required Completion Date	Name, Address and Telephone Number of Owner	Name of Designing Architect/Engineer and Address
Tarpon Club South, Naples, FL Concrete floating docks with new power, water, fire and fuel. Maintenance dredging was required within the forklift launch area.	Contractor	\$ 3,358,171.77	17.91%	February 2023	Nick Lagare, Project Manager Travis Kelly, General Superintendent Raul Benitez, Site Superintendent	April 2023	FCC Beach & Yacht, LLC 8156 Fiddlers Creek Parkway Naples, FL 34114 Joseph L. Parisi, Esq. Owner's Representative 239- 732-9400	Turrell, Hall & Associates, Inc. 3584 Exchange Avenue Naples, FL 34104
		February 4, 2022						
Riverside Marina, Marco Island Yacht Club (MIYC), Marco Island, FL Build of exclusive marina provides 26 wet slips ranging from 50’ to 125’ long and 22’ to 29’ wide. Mechanical dredging of the marina’s waterfront footprint was done to a -6 to -7 below mean low water resulting in approximately 4,000 CY of spoils being removed from the site.	Contractor	\$ 4,914,968.96	17.20%	November 2021	Matt Hoffman, Project Manager Travis Kelly, General Superintendent Jose Mazaiegos, Site Superintendent	December 2021	Marco Island Yacht Club 1400 North Collier Blvd. Marco Island, FL 34145 David Everitt, Chairman, MIYC Board of Directors 239-394-0199	Turrell, Hall & Associates 3584 Exchange Ave., Ste. B Naples, FL 34104-3732
		July 27, 2020						
Gulf Star Marina, Lee County, FL Provide manatee exclusion device, demolition and disposal of existing docks along seawall to be removed, demolition and disposal of existing seawall, fabricate, delivery to site, and install a concrete seawall and cap, deadman and tie beams, concrete and vinyl sheeting piling, two fixed pressure treated docks with ramps from the landside elevation to the dock elevation including dredging. Remove and Install Wood Piles. Removal of two sets of dolphin pile, replacement of four dock pile and installation of six fend off pile at Doc Ford's.	Sub-Contractor - Phase I Contractor - Phase II	\$403,156.75 (PH I) \$154,117.00 (PH II)	0.00%	January 2020 (PH I) October 2020 (PH II)	Jake Kinnear, Project Manager Travis Kelly, General Superintendent Raul Benitez, Site Superintendent Charles Jones, Site Superintendent	Phase I - N/A Phase II - N/A	Gulf Star Marina 708 Fisherman's Wharf Fort Myers Beach, FL 33931 Todd Carroll, Owner 239-872-2106	Turrell, Hall & Associates 3584 Exchange Ave., Ste. B Naples, FL 34104-3732
		March 28, 2019 (PH I) April 8, 2020 (PH II)						
One Naples Marina, Naples FL Demolition of the existing marina, de-mucking/backfill, dredging, new seawall, placement of riprap adjacent to the seawall, installation of deadman	Contractor	\$ 5,210,329.00	0.14%	November 2023	Jake Kinnear, Project Manager Travis Kelly, General Superintendent Bob Horne, Site Superintendent	December 2023	Vanderbilt Naples Holdings, LLC 2639 Professional Cr., Suite 101 Naples, FL 34119 Christopher L. Johnson Owner's Representative	Turrell, Hall & Associates 3584 Exchange Ave., Ste. B Naples, FL 34104-3732
		July 13, 2022						
Pelican Isles Yacht Club Naples, FL Phases I, IV and VI consisted of concrete floating dock; KBI installed 26,900 sq. ft. of floating dock, seventy-eight 14”dia. x 56’ L steel pipe piles with HDPE sleeves, nine gangways, and fifty 12” x 40’ timber fend-off piles. Phases II, V and VII include replacement of 741 LF of seawall. Over 132 helical anchors have been installed as part of the new seawall build. Phases II, III and V included 10,476 SF of timber-framed fixed docks with composite decking along with the piles needed for future boatlifts. Phase VII included installation of 3,328 SF of aluminum floating dock with nine 14” steel pipe piles with HDPE sleeves, one gangway, a set of articulating stairs, and a 5’ x 10’ aluminum fixed landing supported by 14” concrete piles. Installation of 604 LF of dock handrail constructed from composite decking and stainless-steel wire rail components completed the docks	Contractor - Fixed Dock & Seawall Sub-Contractor - Install of Floating Docks	\$ 7,858,459.17	0.41%	June 2024	Jake Kinnear, Project Manager Travis Kelly, General Superintendent Jose Mazaiegos, Site Superintendent	July 2024	Pelican Isle Yacht Club 410 Dockside Drive Naples, FL 34110 Alisha Freezor General Manager 239-566-1606	Turrell, Hall & Associates 3584 Exchange Ave., Ste. B Naples, FL 34104-3732
		January 27, 2023						
Naples City Dock, Naples, FL Dredging, demolition/disposal of 19,490 sq. ft. existing wooden fixed docks, overwater buildings, and fend off piles. Along with demo, work included the installation of 21,262 sq. ft. of new concrete floating docks, installation of 3,571 sq. ft. of heavy timber & IPE fixed docks, reconstruction of three overwater/floating buildings, design-build fuel system, and all utilities (fire, water, electric and waste). Dock boxes, signage and fish cleaning stations were also provided.	Contractor	\$ 5,901,805.05	87.00%	February 2018	Dane Kelly, Project Manager Travis Kelly, General Superintendent Bob Horne, Site Superintendent	February 2018	City of Naples 880 12th Ave S Naples, FL 34102 Roger Jacobsen Harbor Master (Former) 239-300-2891	Turrell, Hall & Associates 3584 Exchange Ave., Ste. B Naples, FL 34104-3732
		March 15, 2017						
Venetian Cove Marina, Leesburg, FL Consists of 4 fixed docks totaling 1358 sq. ft. with 4 gangways leading to a 545’ x 8’ floating dock with 43 slips and 22 finger piers measuring 3’ x 20’. The fixed docks are constructed on 10” wooden piles with pre-fabricated aluminum framing and WearDeck composite decking. The 5,746 sq. ft. floating dock system is secured in place by 14” x 14” concrete piles and constructed with polycarbonate floats framed and decked to match the fixed docks.	Contractor	\$ 1,177,966.75	4.30%	Design - July 2020 Build - October 2021	Jake Kinnear, Project Manager Travis Kelly, General Superintendent Jorge Discua, Site Superintendent	January 2022	City of Leesburg 501 West Meadow Street Leesburg, FL 34749 John Folker, Public Works Project Manager 352-728-9786 ext. 2331	Sea Diversified 160 Congress Park Dr., # 114 Delray Beach, FL 33445
		December 21, 2020						



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Sampling of Project Experience



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Tarpon Club Marina (South) Naples, Florida

Kelly Brothers (KBI) completed the revitalization of the southern docking facilities at the Tarpon Club Marina, centrally located in the Isles of Capri, between Marco Island and Naples. This marina facility has direct boating access to the Gulf of Mexico. This project consisted of maintenance dredging 463 CYs and the demolition/disposal of 4,039 sq. ft. of existing floating docks and fend off piles. Once completely demolished, KBI commenced work on the construction of 7,195 sq. ft. of concrete floating docks and 1,347 sq. ft. of timber fixed docks finished with Wear Deck composite decking. Three custom forklift stops were furnished and installed as part of the site's notable improvements. The installation of the fuel system, and all utilities (fire, water, electric and waste) were also completed within KBI's scope of work as the general contractor for the site's marine construction activities. Signage and rope railings were provided as part of the finishing touches for this impressive marina's southern complex.

Location:

250 Capri Blvd.
Naples, FL

Owner:

FCC Beach & Yacht LLC

Engineer:

Turrell, Hall, & Associates
3584 Exchange Ave, Suite B
Naples, FL 34104

Contract:

Prime

Date Completed:

February 2023

Final Contract Amount:

\$3,358,171.77



15775 Pine Ridge Road, Fort Myers, FL 33908
P: (239) 482-7300 • F: (239) 482-8014
www.kellybros.net



KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

Riverside Marina, Marco Island Yacht Club

Marco Island, Florida

Kelly Brothers (KBI) completed work on the prestigious Riverside Marina at Marco Island Yacht Club. This exclusive marina provides 26 wet slips ranging from 50' to 125' long and 22' to 29' wide. Work started with the demolition of an existing fixed dock and gazebo. Mechanical dredging of the marina's waterfront footprint was done to a -6 to -7 below mean low water resulting in approximately 4,000 CY of spoils being removed from the site. KBI constructed 550 LF of vinyl seawall with a helical tie back anchoring system and reinforced concrete cap. Riprap refurbishment consisted of placing 25 tons of 12 to 24" rock while 382 tons of 57 stone filled the void between the old and new seawall. The buildout also included the construction of a 4,746 S.F. fixed dock finished with WearDeck composite decking. Additionally, KBI assembled and installed 5,787 S.F. of concrete floating docks and 9,577 S.F. of floating concrete wave attenuator. The 21 accompanying 18" by 60 ft. steel pipe piles with HDPE sleeves were driven to the required pile penetration utilizing a V35 vibratory hammer. Sixty-four fendoff piles, two concrete piles bents with concrete caps used to anchor the marina's two aluminum gangways and five 40K boat lifts were also installed. Modernization of the utilities including fire, water, pump-out facilities, lighting, and electric with Wi-Fi were within KBI's scope. The upgraded electric provides the marina with the ability to concurrently power multiple mega yachts.

Location:

1400 N. Collier Blvd.
Marco Island, FL

Owner:

Marco Island Yacht Club

Engineer:

Turrell, Hall & Associates
3584 Exchange Ave., Ste. B
Naples, FL 34104-3732

Contract:

Prime

Date Completed:

November 2021

Final Contract Amount:

\$4,914,968.96



15775 Pine Ridge Road, Fort Myers, FL 33908
P: (239) 482-7300 • F: (239) 482-8014
www.kellybros.net



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Gulf Star Marina, Phase I and II Fort Myers Beach, Florida

Kelly Brothers (KBI) was contracted to complete marine related construction items at Gulf Star Marina, which is the first automated boat storage facility in the State of Florida. The 162 linear ft. of seawall replacement work happened concurrently with the upland build of the boat storage facility creating a limited landside work area. Thus, a KBI company-owned barge was utilized for work and material storage. In addition, 38 concrete seawall panels, each measuring 10" x 4' x 24', were cast offsite at KBI's Beach Yard. These panels were transported to the jobsite via barge. The finished concrete seawall transitions at each end to 12 ft. heavy-duty vinyl sheet pile. The seawall has a 24" drop section to accommodate the custom boat launch, which is flanked by two step-down finger docks totaling 548 sq. ft., decked with IPE. These docks are used to access boats being placed for transport via the automated boatlift and trolley system. KBI mechanical dredged 400 cubic yds. of spoils to achieve the necessary depth for the boatlift clearance. Three 18"x 40' and six 14" x 40 concrete pile were installed to support the unique lift and trolley assemblies. Precise placement of each piling was critical to ensure proper alignment and trouble-free operation of the fully automated water to rack system. KBI then installed two massive 44K aluminum boatlifts, which included the meticulous alignment with the rail system. KBI's work was conducted in phases with additional work contracted directly with the Owner. The overall projects included demolition, sheet pile casting and installation, dredging, concrete pile driving, fixed docks, floating docks, and boatlift installation / alignment.

Location:

708 Fisherman's Wharf
Fort Myers Beach, FL

Owner:

Gulf Star Marina

Engineer:

Turrell, Hall & Associates
3584 Exchange Ave., Suite B
Naples, FL 34104

Contract:

Phase I: Subcontract
Phase II: Prime

Prime Contractor:

GCM Contracting
Solutions, Inc.
16121 Lee Rd., Ste. 101
Fort Myers, FL 33912

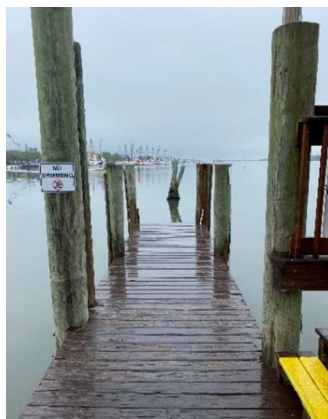
Date Completed:

Phase I: January 2020
Phase II: October 2020

Final Contract

Amount:

Phase I: \$403,156.75
Phase II: \$154,117.00



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

One Naples Naples, Florida

Kelly Brothers (KBI) completed the work at this multi-slip marina, which is part of the Ritz Carlton Residences, Naples. KBI demolished the existing seawall and riprap embankments in order to construct a 568 LF cantilevered seawall engineered without deadmen to allow for full development of the site's upland property. The "combi" seawall's substructure is constructed of 18' long steel sheet pile and 47' long H-piles. The seawall's curtain cap entombs the steel substructure from the top to the mudline in order to prevent corrosion and increase the structural integrity of the wall. KBI also de-mucked and backfilled behind the wall making the land buildable and ready for upland construction. Waterward, Kelly Brothers supplied and installed 6,901 SF of concrete floating dock. One of the three structures has been engineered and installed with the ability to float the future 20' x 27' dockmaster's office and fueling station. The floating docks are secured with 65' long, 12.75" dia. steel pipe piles with HDPE sleeves. KBI also provided dock amenities including dock boxes, safety ladders, along with environmental and slip number signage. KBI also coordinated and managed the installation of the marina's fire suppression system.

Location:

179 Southbay Dr.
Naples, FL

Owner:

Vanderbilt Naples Holdings, LLC

Engineer:

Turrell, Hall, & Associates
3584 Exchange Ave., Suite B
Naples, FL 34104

Contract:

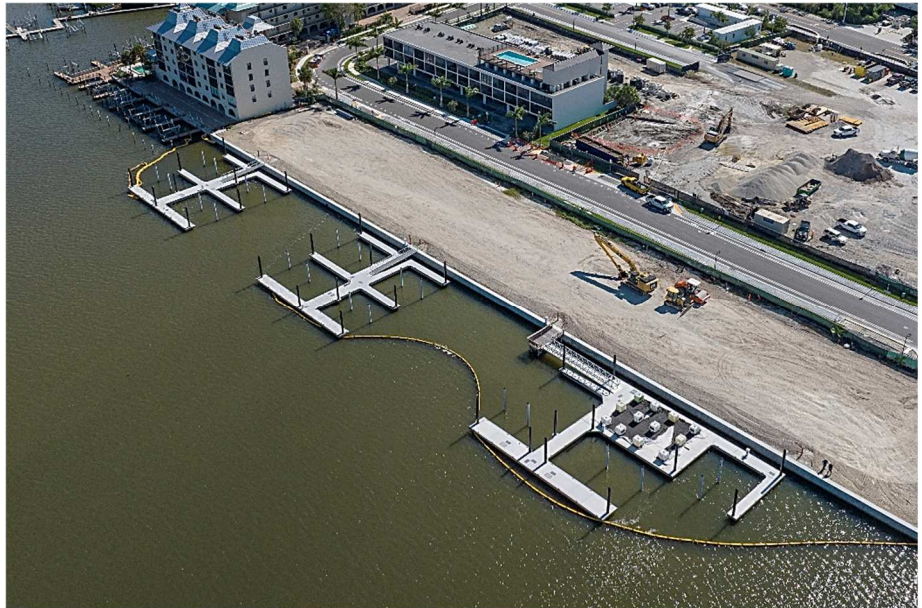
Prime

Date Completed:

November 2023

Final Contract Amount:

\$5,210,329.00



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Pelican Isle Yacht Club Naples, Florida

Kelly Brothers (KBI) worked with the Pelican Isles Yacht Club (PIYC), which was one of many marinas in SW Florida heavily damaged by Hurricane Ian. KBI was contracted shortly after the horrific hurricane to demolish the storm-ravaged docks, construct new docks, and replace multiple seawalls. The project was broken into seven phases allowing each phase to be turned over to the PIYC community for use as each is completed. Phases I, IV and VI consisted of concrete floating dock; KBI installed 26,900 sq. ft. of floating dock, seventy-eight 14"dia. x 56' L steel pipe piles with HDPE sleeves, nine gangways, and fifty 12" x 40' timber fend-off piles. Phases II, V and VII include replacement of 741 LF of seawall. The new vinyl seawall and concrete cap build had to be done with great care to avert any damage to the multiple upland utilities that remained in place, such as electrical transformers and stormwater drainage. Over 132 helical anchors have been installed as part of the new seawall build. Phases II, III and V also included 10,476 SF of timber-framed fixed docks with composite decking along with the piles needed for future boatlifts. The work of phase VII included installation of 3,328 SF of aluminum floating dock with nine 14" steel pipe piles with HDPE sleeves, one gangway, a set of articulating stairs, and a 5' x 10' aluminum fixed landing supported by 14" concrete piles. Installation of 604 LF of dock handrail constructed from composite decking and stainless-steel wire rail components completed the docks.

Location:

410 Dockside Dr.
Naples, FL

Owner:

Pelican Isle Yacht Club, Inc.

Engineer:

Turrell, Hall, & Associates
3584 Exchange Ave., Suite B
Naples, FL 34104

Contract:

Fixed Dock & Seawall: Prime
Floating Dock Install:
Subcontract

Date Completed:

June 2024

Final Contract Amount:

\$7,858,459.17



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KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

Naples City Dock Naples, Florida

Kelly Brothers (KBI) completed work on the prestigious Naples' City Dock reconstruction. The work consisted of dredging, demolition/disposal of 19,490 sq. ft. existing wooden fixed docks, overwater buildings, and fend off piles. Along with demo, work included the installation of 21,262 sq. ft. of new concrete floating docks, installation of 3,571 sq. ft. of heavy timber & IPE fixed docks, reconstruction of three overwater/floating buildings, design-build fuel system, and all utilities (fire, water, electric and waste). Dock boxes, signage and fish cleaning stations were provided as part of the finishing touches for this new and improved docking facility for the City of Naples. KBI worked in conjunction with the City of Naples utilizing the City's direct purchase program to generate a sales tax savings for the project. This multi-million dollar project was completed on time and under budget.

Location:

735 8th Street South
Naples, FL

Owner:

City of Naples

Engineer:

Turrell, Hall & Associates
3584 Exchange Avenue
Suite B
Naples, FL 34104-3732

Contract:

Prime

Date Completed:

February 2018

Final Contract Amount:

\$5,901,805.05



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KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

Venetian Cove Marina Leesburg, Florida

Kelly Brothers (KBI) worked directly with the City of Leesburg to design / build the dock improvements within the Venetian Cove Marina at the City's Venetian Gardens Park. The design/build project consists of 4 fixed docks totaling 1358 sq. ft. with 4 gangways leading to a 545' x 8' floating dock with 43 slips and 22 finger piers measuring 3' x 20'. The fixed docks are constructed on 10" wooden piles with pre-fabricated aluminum framing and WearDeck composite decking. The fixed dock also has a railing constructed with IPE posts with WearDeck composite top and side rails to maintain a uniform look throughout the project. The 5,746 sq. ft. floating dock system is secured in place by 14" x 14" concrete piles and constructed with polycarbonate floats framed and decked to match the fixed docks. Unobtrusive lighting was installed on the fixed dock railing and small pedestals along the floating dock. A unique feature of the floating dock construction is a removable main dock section, which allows the City of Leesburg to open boat access to the interior basin thus creating additional mooring capacity on an as need basis.

Location:

109 E. Dixie Ave.
Leesburg, FL 34748

Owner:

City of Leesburg

Engineer:

Sea Diversified
160 Congress Park Dr., # 114
Delray Beach, FL 33445

Contract:

Prime

Date Completed:

Design: July 2020
Build: October 2021

Final Contract Amount:

Design: \$74,916.00
Build: \$1,103,050.75



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Saltleaf Marina, Phase I and II Bonita Springs, Florida

Kelly Brothers (KBI) has completed Phase I and construction is underway for Phase II of this multi-million-dollar marina project; part of the Ritz-Carlton Residences, Estero Bay development. The marina is located on Estero Bay boarding one of Southwest Florida's last great stretches of waterfront, which is next to Florida's very first aquatic preserve. The environmentally sensitive wetland site required extensive clearing and dredging for the marina basin to be cut from the raw land. A partially built seawall was removed and disposed of; the area surrounding the basin was cleared of debris and overgrowth in preparation for the construction of the 1086 LF of concrete seawall. KBI mobilized to the jobsite prior to project commencement and created a casting area, where 280, 15' x 4' x 8" concrete panels were cast onsite. Casting of the panels along with eight 4' x 20' boat ramp slabs took approximately 16 weeks. Work then began with installation of the concrete seawall panels, and continued with casting of the seawall cap, and dredging of the marina basin. More than 14,803 CYs of spoils were removed via mechanical dredging from KBI's company-owned barge along with auxiliary dredging from land. The dredge material was stockpiled upland for use later as backfill. KBI's work also included the construction of a 17' W by 90' L concrete boat ramp with armormat scour protection, 122 LF of submerged vinyl sheet pile, and 39 LF of vinyl seawall. The successful completion of Phase I convinced the Owner to enthusiastically award the contract for Phase II of the marina build to Kelly Brothers. Phase II will include 11,438 SF of fixed dock, 2,564 SF of floating dock, 52 boatlifts, along with dock electric, water, sewer and fire suppression.

Location:

5000 Coconut Rd.
Bonita Springs, FL

Owner:

LB Estero Bay Investments

Engineer:

Coastal Engineering Consultants, Inc.
28421 Bonita Crossings Blvd.
Bonita Springs, FL 34135

Contract:

Phase I & II: Prime

Estimated Completion Date:

Phase I & II: Spring 2025

Current Contract Amount:

Phase I & II: \$8,155,608.23



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Mystic Pointe Marina, Phase I Aventura, Florida

Kelly Brothers (KBI) completed the first wave of the Mystic Pointe Marina floating dock reconstruction project. The Marina is part of the gated Mystic Pointe Community, a waterfront luxury location on the Intracoastal Waterway. The multi-phase project started with the removal 10,653 sq. ft. of time-worn floating docks, which were over 30 years old. Aluminum floating docks were then installed within the same footprint, utilizing the existing concrete piling. KBI, as the general contractor, also subcontracted and oversaw the utility work, which included electric, fire, water, and sewer. In addition, Kelly Brothers is contracted to complete Phase II and III of the Marina's continued improvements to their docking facilities. The next two phases include overhauling an additional 75 slips encompassing 14,757 sq. ft. of floating docks along with the associated utility upgrades. The entire marina reconstruction project includes a total of 122 slips with an overall sq. footage of 25,410.

Location:

3575 Mystic Pointe Dr.
Aventura, FL

Owner:

Mystic Pointe Marina
Condominium Association, Inc.

Engineer:

Thomas Checca, P.E.
11568 NW 73rd Manor
Parkland, FL 33076

Contract:

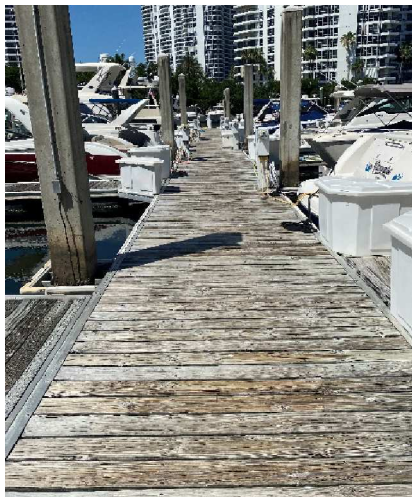
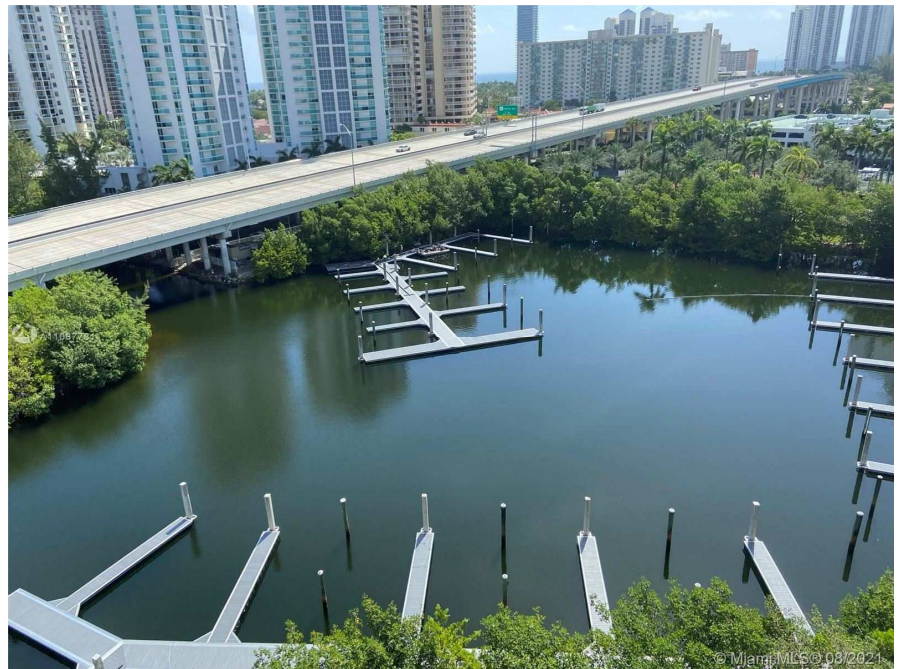
Prime

PH 1 Date Completed:

August 2021

PH 1 Final Contract Amount:

\$1,606,338.64



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KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

Maximo Marina, Phase I and II St. Petersburg, Florida

Kelly Brothers (KBI) demolished and installed 500 linear ft. of ESP 26.1 composite sheet pile wall and commercial seawall cap, along with 2,900 sq. ft. of fixed docks, and 8,900 sq. ft. of floating docks. The floating dock system was secured with 24 concrete piles, 45 feet in length. Both dock systems were completed with full utilities, including water, electric, and sewer pump out. In addition, the 35-slip floating concrete dock system included a fire suppression system to support live-aboard vessels. Project also included 2,500 cubic yards of dredging and all upland site work and paving.

Location:

4801 37th Street South
St. Petersburg, FL

Owner:

Lincolnshire Maximo LLC

Engineer:

Turrell, Hall & Associates
3584 Exchange Avenue
Suite B
Naples, FL 34104-3732

Contract:

Prime

Date Completed:

Phase I: October 2014

Phase II: April 2015

Final Contract Amount:

Phase I: \$1,849,135.58

Phase II: \$813,308.76



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

MarineMax Sarasota, Florida

Kelly Brothers, Inc. (KBI) was contracted to remove and dispose of the western seawall and 34 associated fend-off piles in the marina basin. KBI installed 293 linear feet of 18' SG-950 vinyl sheet pile to replace an existing concrete seawall, formed and placed concrete for a 24" x 24" seawall cap and deadman, assembled and installed 248 sq. ft of aluminum floating dock and gangway. The floating dock was secured with nine 6" x 30' steel pipe pile with HDPE sleeves.

Location:

1601 Ken Thompson Pkwy.
Sarasota, FL 34236

Owner:

MarineMax East, Inc.

Engineer:

Hans Wilson & Associates
1938 Hill Avenue
Fort Myers, FL 33901

Contract:

Subcontract

Prime Contractor:

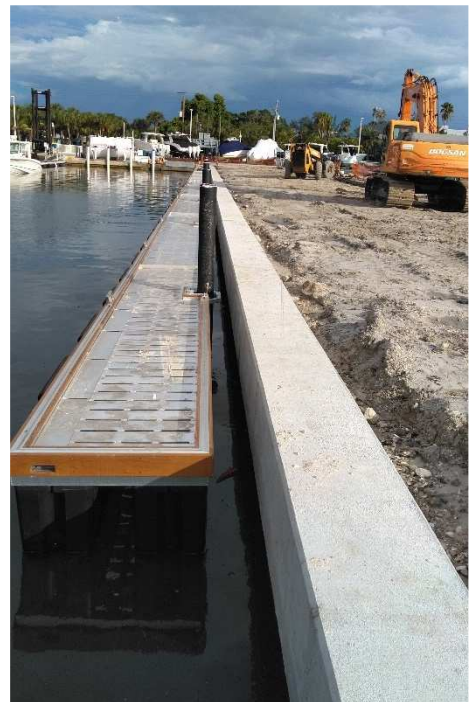
GCG Construction
6819 Porto Fino Circle, Ste. 1
Fort Myers, FL 33912

Date Completed:

September 2019

Final Contract Amount:

\$348,851.66



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KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Sanibel Harbor Yacht Club Fort Myers, Florida

Kelly Brothers (KBI) was contracted to furnish and install approximately 2,050 sq. ft. of Technomarine floating docks for this 387' dry slip marina able to accommodate boats up to 45' and 52,000 lbs. KBI was also responsible for electric and water services as part of the contract work.

Location:

15051 Punta Rassa Road
Fort Myers, FL

Owner:

Sanibel Harbor Yacht Club

Engineer:

Coastal Engineering
Consultants
28421 Bonita Crossings Blvd
Bonita springs, FL 34135

Contract:

Prime

Date Completed:

June 2014

Final Contract Amount:

\$204,268.58



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Isles Yacht Club Punta Gorda, Florida

Kelly Brothers (KBI) was contracted by Isles Yacht Club to rebuild their 45-slip marina complete with fuel dock and pump-out station. The full-service marina is located on beautiful Charlotte Harbor in Punta Gorda. Working from KBI's company-owned barge, approximately 2,094 SF of fixed docks and pilings were demolished and properly disposed of. Installation consisted of 1,858 SF of concrete floating docks along with one 6' x 30' gangway. Eleven 12.75" x 62' steel pipe piles were driven into place, on which HDPE sleeves were installed. Site utilities include electric, fire suppression, water, pump-out, and fueling system. Kelly Brothers personnel also oversaw the construction of a 13.5' tall lighthouse structure on the floating dock. The lighthouse, functioning as the point-of-sale station for fuel purchases, etc., includes red Hardi siding with white trim, a metal roof, and electric.

Location:

1780 W. Marion Ave.
Punta Gorda, FL

Owner:

Isles Yacht Club, Inc.

Engineer:

Weiler Engineering Corp.
201 W Marion Ave.
Punta Gorda, FL 33950

Contract:

Prime

Date Completed:

January 2024

Final Contract Amount:

\$1,255,551.00



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Clearwater Harbor Marina Clearwater, Florida

Kelly Brothers Inc. (KBI) was subcontracted to remove and dispose of the storm damaged north wave attenuator and its associated piles. Work also included the installation of a new wave attenuator/fishing pier, the pipe piles to secure the unit, and the associated handrails and gangway.

Three 24" x 50' concrete piles were extracted and secured on KBI's company-owned 140' x 40' barge. With the damaged 12' x 100' wave attenuator in tow the barge returned to our staging yard in Fort Myers Beach where the items were then cut into manageable sections, loaded into dumpsters and properly disposed of in the local landfill.

The 100' x 14' replacement wave attenuator consisted of two sections, each weighing 85,000 lbs. The sections were transported to a travel lift facility in Tarpon Springs where they were launched, assembled, then transported to Clearwater and temporarily anchored. A track-mounted drill rig was utilized to drill four (4) 30" x 54' deep holes for accurate pile placement in rocky soil conditions. Once the pre-formed holes were complete the new wave attenuator was moved to its permanent location where it was secured between temporary wood piles. The four (4) 30" x 70' steel pipe piles were then lifted and set into place with an 80 ton crane. A V35 vibratory hammer was used to drive pipe piles to the required pile penetration depth of -54' MLW. After all piles were permanently set the wave attenuator handrails were installed and a 14' x 7' gangway was set in place to access the dock.

Location:

210 Drew Street
Clearwater, FL

Owner:

City of Clearwater

Engineer:

Erickson Consulting Engineers
7201 Delainey Court
Sarasota, FL 34240

Contract:

Subcontract

Prime Contractor:

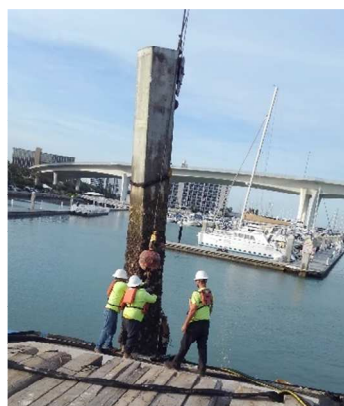
J. Kokolakis Contracting
202 E. Center Street
Tarpon Springs, FL 34689

Date Completed:

May 2019

Final Contract Amount:

\$373,284.33



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Tampa Yacht & Country Club, Phase II Tampa, Florida

Kelly Brothers (KBI) was contracted to complete the dock demolition and reconstruction for this prestigious yacht and country club, ranked among the nation's top 15 private yacht clubs. The demolition included concrete, timber and aluminum dock; the installation includes 3,200 sq. ft. of fixed dock with IPE decking and stainless steel cable railing, 2,169 sq. ft. of concrete floating dock with 14" x 45' concrete piles drilled into 20' of rock. The floating dock has all stainless steel weldments and state of the art fiber reinforced thru rods. The work also includes the installation of four boat lifts, fender piles, channel markers and associated electric, fire and water systems through the fixed and floating docks.

Location:

5320 Interbay Blvd.
Tampa, FL

Owner:

Tampa Yacht & Country Club

Engineer:

Turrell, Hall, & Associates
3584 Exchange Ave, Suite B
Naples, FL 34104

Contract:

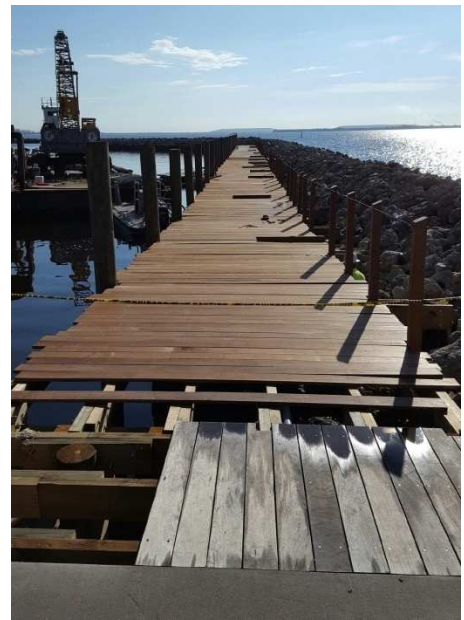
Prime

Date Completed:

January 2017

Final Contract Amount:

\$1,005,543.62



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KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

Marina Jack, Phase I, II, III and IV Sarasota, Florida

Kelly Brothers (KBI) worked on multiple phases of seawall and dock system improvements with this prestigious marina complex. Work included demolition of the concrete dock system and installation of over 7,200 sq. ft. of Bellingham Floating Docks. Also installed were twenty (20) 18" square x 40' long FDOT concrete piles and thirteen (13) 12" x 35' long timber mooring piles.

Location:

2 Marina Plaza
Sarasota, FL

Owner:

Marina Jack Holdings, LLC

Engineer:

Bellingham Marine
1813 Dennis Street
Jacksonville, FL 32204

Contract:

Phase I, II, III: Prime
Phase IV: Subcontract

Date Completed:

Phase I: June 2006
Phase II: February 2009
Phase III: July 2012
Phase IV: November 2012

Final Contract Amount:

Phase I: \$838,945.00
Phase II: \$179,754.00
Phase III: \$165,775.00
Phase IV: \$14,676.00



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

Marathon Marina and Resort Marathon, Florida

Kelly Brothers (KBI) was contracted by Bellingham Marine to design / build a new 8' x 100' fixed concrete pier and 5' x 20' concrete finger pier as part of the renovation project for Marathon Marina. Included in KBI's scope was the demolition of the existing concrete pier, fuel platform and office building. KBI also drove 38 steel anchor pipe piles with HDPE sleeves for the concrete floating dock system.

Location:

1021 11th Street Ocean
Marathon, FL

Owner:

Marathon Marina and Resort

Engineer:

Coastal Engineering Consultants
28421 Bonita Crossings Blvd
Bonita Springs, FL 34135

Contract:

Subcontract

Prime Contractor:

Bellingham Marine
1813 Dennis Street
Jacksonville, FL 32204

Date Completed:

August 2016

Final Contract Amount:

\$567,887.36



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KELLY BROTHERS, INC.
COMMERCIAL MARINE CONTRACTOR

The Bay, Kayak Launch Sarasota, Florida

Kelly Brothers Inc. (KBI) was hired by GC, Jon F. Swift Construction, to design / build an ADA compliant kayak launch. The 20' x 21' kayak launch consist of a floating dock system designed with ample room for maneuverability and incorporates ADA compliant grabrails and a wheelchair transfer platform. The floating dock provides access to three sides of the affixed kayak launch support structure, which has a low freeboard of 10" for easy transition into the water. Three 30' x 14" concrete piles secure the floating dock launch in place. A 50' long ADA compliant aluminum gangway extends from the upland thru the mangroves to the launch. The kayak launch components are constructed of aluminum with Keboney clear timber decking covering the dock. A 110-ton crawler crane was used to reach over the mangroves along the water's edge for installation of the floating dock system, gangway, and piling.

Location:

655 N. Tamiami Trail
Sarasota, FL

Owner:

The Bay Park Conservancy, Inc.

Engineer:

Moffatt & Nichol
501 E. Kennedy Blvd., Unit 1910
Tampa, FL 33602

Prime Contractor:

Jon F. Swift Construction
2221 8th Street
Sarasota, FL 32437

Contract:

Subcontract

Date Completed:

October 2021

Final Contract Amount:

\$184,354.87





KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Tin City Naples, Florida

Kelly Brothers (KBI) was the construction team responsible for the waterfront restoration of Tin City after Hurricane Irma caused massive seawall and boardwalk damage at this historical restaurant and shopping complex. The project started with the demolition of the failed seawall and boardwalk. The new 392 linear ft. of seawall was constructed as a resilient H-Pile Combi-Wall. Steel H-piles were drilled deep into rock, steel sheet piles were driven into the rock, all topped with concrete cap. The seawall was engineered to cantilever on its own; independent of tie backs. Zinc anodes were welded onto the steel sheet piles below the water line. Over 1,900 sq. ft. of new IPE boardwalk was installed, supported seaside by the concrete cap and landward by new pressure treated pilings driven into the land. Over 400 LF of hand railing was also installed. Two mooring facilities were constructed with 14" wood fender piles, along with the removal and replacement of a floating dock. Construction of two decks, backfill restoration and utilities were also part of the KBI's responsibilities in the restoration efforts.

Location:

1200 5th Ave. S
Naples, FL

Owner:

Herbert Chas Pohlmann Jr.

Engineer:

Turrell, Hall & Associates
3584 Exchange Ave., Suite B
Naples, FL 34104

Contract:

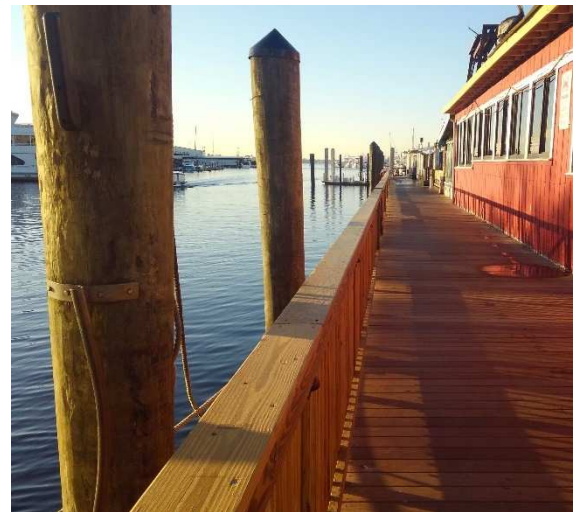
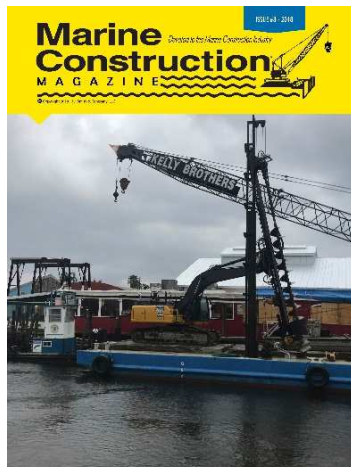
Prime

Date Completed:

December 2018

Final Contract Amount:

\$1,547,311.03



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

CGC1519780

Ville de Marco West Marco Island, Florida

Phase I of the project consisted of installing a 365 linear ft. cantilever steel sheet pile (SSP) wall with a concrete curtain wall and cap replacing the concrete seawall obliterated during Hurricane Irma. The Z-profile SSPs, ranging in length from 40' to 52', were installed to top of rock; damaged piers, concrete blocks, landscaping, and other hurricane debris were removed from the alignment. Once the seawall was secured, a 2' deep x 4' tall concrete curtain wall, spanning the tidal zone, was poured along the entire face followed by a 3' x 2.5' concrete cap. Additionally, a 40 linear ft. section of SSP toe wall was constructed 20' below water for scour counter measures. An engineered cathodic protection system was installed consisting of 34, 240 lb. aluminum anodes welded along the seawall face and toe wall. During all SSP installation the exposed building was monitored for vibrations and observed for settlement by a third-party surveyor. The steel sheet piles were successfully driven into place without causing any added duress on the already precarious structures.

Phase II consisted of filling in behind the new seawall with 6,800 cubic yards of locally dredged sand, rebuilding the fishing pier and resident finger docks, along with restoring a 12,000 sq. ft. area in front of the seawall with 3450 cubic yards of locally dredged sand and securing it with armor mat for scour protection. Timber dock and mooring piles ranging from 25 linear ft. to 50 linear ft. were installed in their previous footprint with all new composite decking. The fishing pier located at the point encompasses grout filled steel pipe piles wrapped with HDPE sleeves, composite decking, IPE railing, ADA accessible ramps and viewpoints, and a fish cleaning table. In addition, a 500CF concrete deadman/tie-back system was constructed to offer additional support to the new seawall and a French drain was installed. Due to the washout effects of the Hurricane, the underside of the building slab closest to the point was exposed and needed to be sealed with waterproofing materials and backfilled.

Location:

1206 Edington Place
Marco Island, FL

Owner:

Ville De Marco West, A
Condominium, Inc.

Engineer:

Coastal Engineering Consultants
28421 Bonita Crossings Blvd
Bonita Springs, FL 34135

Contract:

Prime

Date Completed:

May 2020

Final Contract Amount:

\$4,186,298.20



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KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

Letters of Recommendation



10 January 2022

Dane Kelly
President
Kelly Brothers, Inc.
15775 Pine Ridge Road
Fort Myers, FL 33908

Having reached the very successful conclusion of our project to upgrade our seawall and install a new marina, I want to take this opportunity to thank you and the entire Kelly Brothers, Inc. team. From the initial quoting process through to resolving punch list items at the conclusion of the project, you and your employees demonstrated a level of professionalism and competence rarely found in business today

Two attributes embedded in your company culture which I especially appreciate are complete transparency and a commitment to quality...in other words "getting it done correctly". It was impressive to see these attributes exhibited by the employees working on the project. Every member of our Club associated with the project commented to me about the skill, diligence, and responsiveness of KBI employees working on the project.

I also appreciated the efforts to minimize the impact of the construction activity on our Club during the project. Enabling us to continue our dining and banquet operations certainly added a burden to the KBI team. However, your team's efforts enabled us to continue to serve our members and guests with a minimal impact on them and our daily operations

On behalf of the entire Marco Island Yacht Club, I want to convey our appreciation and gratitude for a project 'well done'! I heartily recommend your company to any individual or group that is considering a complex marine construction project. From my perspective, there is no other marine construction company that approaches the capability and customer focus demonstrated by Kelly Brothers, Inc.

David Everitt
Chairman, Board of Directors
Marco Island Yacht Club
1400 N. Collier Blvd.
Marco Island, FL 34145



NAPLES CITY DOCK

TELEPHONE (239) 213-3070 • FACSIMILE (239) 213-3072
880 12TH AVENUE SOUTH • NAPLES, FLORIDA 34102-6796

To whom it may concern:

It is with pleasure I write this letter of recommendation for Kelly Brothers, Inc. I wish to acknowledge the high standard of performance, professionalism, and diligence exhibited by Kelly Brothers during their work on the Naples City Dock multi-million dollar renovation project. The task included a combination of fixed and floating docks, the reconstruction of three overwater/floating buildings, design-build fuel system, and all utilities (fire, water, electric and waste). Kelly Brothers was responsible for the oversight of the entire project; they self-performed 64% of the work and directed multiple subcontractors.

Particularly noteworthy was the attitude and cooperative reactions by key Kelly Brothers' personnel to difficult and tenuous conditions caused by the intricacies of marine construction. Their employees kept the site clean and tidy, and were always polite and professional to inquisitive members of the public.

During construction Kelly Brothers proved their expertise in marine construction by value engineering various components of our multi-faceted project, which resulted in a considerable cost savings to the City of Naples. They have a knowledgeable staff with a strong work ethic and the specialized equipment to deliver a quality product at a competitive price.

I feel confident Kelly Brothers will do an outstanding job. They will be able to assist with any challenge your unique project may present, as they did with ours. My experience working with Kelly Brothers over the course of this 10-month project clearly demonstrated to me the City made the right decision to use their outstanding firm. I would recommend Kelly Brothers to anyone demanding quality workmanship for projects in and around the water.

Roger Jacobsen
Harbor Master
City of Naples, Florida

To Whom it May Concern:

I am writing to recommend Kelly Brothers Inc. (KBI) as an outstanding provider for marine construction services. I had the pleasure of working with Kelly Brother personnel on the City's waterfront revitalization project at the Venetian Cove Marina. Kelly Brothers was the prime contractor responsible for the design and construction of our dock improvement project, which included four (4) fixed piers, a 545' floating boardwalk, twenty-two (22) finger piers and dock lighting.

A successful design / build project needs people of vision to work alongside you. KBI's dedicated team demonstrated repeatedly that they shared our vision from concept to completion. They had the insight to listen, the talent to articulate, and the ability to solve problems before they became problems.

Kelly Brothers' personnel are knowledgeable, conscientious and responded promptly to our needs. Throughout the project I experienced complete cooperation between the City of Leesburg personnel, KBI and their consultants and subcontractors. Most importantly, the project was completed safely with no lost time injuries. With excellent project management and site supervision Kelly Brothers performance exceeded our expectations. KBI certainly demonstrated its ability to meet our high standards for quality and workmanship. The completed project is one in which we can take great pride. We are also pleased to confirm our project came in on time and on budget, an excellent combination.

I would be happy to speak with any prospective client about my experience and the quality of work provided by Kelly Brothers, Inc.; please feel free to contact me at (352) 728-9786 ext. 2331 or via email at John.folker@leesburgflorida.gov

Sincerely,

John D. Folker

John Folker
City of Leesburg
Public Works





October 21, 2019

Dear Kelly Brothers, Inc.,

Our team at GCG Construction, Inc. wanted to let you know how much we have appreciated working with the KBI team. From the beginning of our MarineMax – Sarasota project, KBI set a tone for professionalism and work ethic that has become increasingly harder and harder to find in our industry. Every obstacle was met with immediate solutions and every attempt to reduce any impact on our client or the marina operations has been greatly appreciated. As you know, so much of our pipeline of work is based off word of mouth and repeat business.

GCG has received much acclamation from the MarineMax staff on KBI's performance. The staff has recently witnessed numerous trades and contractors over the past year and have many times acknowledged KBI as one of the most impressive. These comments were specifically directed towards Jorge and the crew and how they simply just moved with a purpose, and a plan that appeared to be executed efficiently and effectively.

It is obvious that KBI puts a high level of importance on a clean, safe work environment, well-organized and competent crew with excellent communication. This team effort and project experience speaks volumes and we appreciate it. We look forward to more of the same as we successfully progress to the end of this project and sincerely hope we have the opportunity to work together on many more in the future.

Thank you,

Teely Byrd
Vice President
GCG Construction, Inc.



To whom it may concern:

I am pleased to provide this letter of recommendation on behalf of Kelly Brothers (KBI) for their outstanding work at the Sanibel Harbor Yacht Club. I have had the pleasure of working with Kelly Brothers on multiple projects, include the installation of over 2000 square feet of floating docks. They are certainly outstanding professionals whose excellent work merits recognition. They were accurate in their initial assessments of scale and cost for each of our projects. Their attention to the specifics of the construction as well as proper scheduling has been quite remarkable.

I was impressed with the efforts and abilities of Kelly Brother's personnel. Their staff is diligent and dedicated, finishing projects on time and within budget. I like and trust their people and always felt that they were looking out for the best interest of our organization. Kelly Brothers is service oriented and will go the extra mile to assure a satisfied client.

Because of the great workmanship, integrity, reliability, and professionalism of their staff, Kelly Brothers comes highly recommended by Sanibel Harbour Yacht Club.

Chad Edmonds, CMCA, AMS

General Manager
Sanibel Harbour Yacht Club

KOKOLAKIS



CONTRACTING

June 13, 2019

Kelly Brothers, Inc.
15775 Pine Ridge Rd.
Fort Myers, FL 33908

RE: City of Clearwater
Wave Attenuator Replacement

Dear Jake:

I want to thank you and your entire Kelly Brothers team for doing a great job on the City of Clearwater Marina project. This was a challenging project with tight pile tolerances and your performance was outstanding. I would gladly recommend you to other clients and look forward to working with you in the future.

Sincerely,

Roderick Voigt
Executive Vice President

FORGING RELATIONSHIPS



TAMPA YACHT & COUNTRY CLUB
SINCE 1904

January 18, 2017

Dane Kelly
Kelly Brothers, Inc.
15775 Pine Ridge Road
Fort Myers, FL 33908

Re: Tampa Yacht and Country Club Marina Phase II Construction

Dear Dane:

I am pleased to provide Kelly Brothers, Inc. (KBI) with this letter of recommendation to use as you see fit.

As you are aware, KBI successfully completed the construction of the Tampa Yacht and Country Club's Phase II Marina Project on time and on budget. The project was not without some challenges, but KBI was professional, diligent, and resourceful in working through the challenges and in keeping the Club's leadership informed. All in all, the Club's experience with KBI was very pleasant. If the opportunity presents itself, we would not hesitate to work with the KBI team again.

Very truly yours,

Scott Fairbairn
General Manager
Tampa Yacht and Country Club

SF:djc

10059874 v1



Contact Sam Chavers
Telephone (941) 955-9488
Fax (941) 955-8001
Email sam@marinajacks.com
Website www.marinajacks.com

February 1, 2017

Good Afternoon!

Mr. Dane Kelly and Kelly Brothers Inc. has informed me of their intent and aspirations to provided marine construction services for your possible upcoming project.

After our discussions, I felt compelled to reach out and explain our relationship with their company and emphasize the quality and timely work they have provided to our company over the years. Marina Jack has been in continuous business since 1968 and has utilized Kelly Bros. on 5 separate, large scale projects over the past two decades.

Marina Jack is one of the busiest vessel locations on the West Coast of Florida and the #1 traffic generators in Sarasota. As a result, it was extremely important we had worked with a quality and proficient company at our facility. Furthermore, it was imperative, work was completed timely and the quality was second to none.

Kelly Brother's commitment to customer satisfaction, quality work, and on budget performance was proven at every level and every project. The result of our working together has been building one of the area's premier marinas and recently garnered National Marina of the Year. We certainly consider their work as an integral part of this achievement!

Overall, I don't think you will find a better marine contractor on our coast I certainly highly recommend their work, team of qualified staff, and their attention to detail.

Please don't hesitate to give me a call or arrange a meeting if we can provide any further information!

Best Regards,

Sam Chavers

Sam Chavers - Vice President of Marina Jack



TURRELL, HALL & ASSOCIATES, INC.

Marine & Environmental Consulting

3584 Exchange Avenue • Naples, Florida 34104-3732 • 239-643-0166 • Fax (239) 643-6632 • tuna@thanaples.com

To whom it may concern:

I am pleased to provide this letter of recommendation for Kelly Brothers, Inc.

I have worked with Kelly Brothers, Inc. (KBI) on several diverse projects; most recently on the historic Tin City Waterfront Shops' seawall and boardwalk reconstruction. Tin City's waterfront promenade required major restoration after Hurricane Irma devastated the area causing the seawall and boardwalk to fail. We designed the reconstruction of the seawall and boardwalk and bid the work out to qualified marine contractors. Kelly Brothers was recommended and selected over other bidders for the project due to their experience working in very difficult site conditions, their competitive pricing and heavy equipment needed to perform the complex installation. KBI worked very well with the various business owners to ensure their work had as little impact as possible. Regular site meetings were held and any concerns were promptly, professionally and fairly addressed. The project workmanship was excellent and their dedication to the prompt completion of this \$1.5 million project was greatly appreciated by all.

Consistent with previous work experience, I found their staff to be skilled and knowledgeable. Everyone goes above and beyond to satisfy the client. The quality of the service provided as well as the level of professionalism and integrity demonstrated by their employees is outstanding.

I highly recommend Kelly Brothers for any marine construction project you may be proposing. I am impressed with the quality of their work and will certainly utilize their firm in the future. If you require additional information please contact me at (239) 643-0166 or via email at patrick@thanaples.com.

Regards,

Patrick Scheele, Staff Engineer / Project Manager
Patrick@THAnaples.com



June 25, 2020

Ville de Marco West

Where the dolphins play...

To Whom it May Concern:

In September 2017 Hurricane Irma destroyed 360 feet of seawall at Ville de Marco West on Marco Island, Florida. The devastation wreaked havoc, resulting in the total undermining of a four-story building, removing a ½ acre of land, exposing the area to the invading waters of the Gulf of Mexico, and depriving 10 owners access to their homes. Kelly Brothers, Inc. was hired to restore this beloved piece of paradise, which we call 'the Point,' to a state even better than when Irma found it.

From the outset challenges presented themselves in many forms in both the design and building phases of the seawall, the replacement of the surrounding land, and remediation of the underside of the undermined building. Whether in the board room or in the field, Dane and Travis Kelly's expertise ensured an excellent product all around.

Because of the extensive land loss and strong currents, a cantilevered seawall, unique to this area, was designed with input from both Kelly Brothers. They helped to reduce our risk and enhance the future integrity of the structure. They listened to any comments, be they suggestions or complaints, giving us answers which met or exceeded our expectations.

The brothers made sure our Directors understood each element of every aspect of the project and worked seamlessly in the field to make it happen. Dane and Travis Kelly's expertise resulted in a superior seawall and successful conclusion to our restoration.

The complex nature of the project, and its perilous location at the corner of the Collier Creek and the Marco River, presented difficult site conditions which Supervisor Bob Horne expertly managed, both in and out of the water, with his team of workers using everything from hand trowels to huge cranes. His crew were professional, courteous, and conscientious.

The Point at Ville de Marco West is restored with what we believe is a stronger, more secure seawall with a long life span as a result of our contract with Kelly Brothers, Inc. From what we hear from local disaster experts, engineers, residents, and passing boaters, they agree.

The owners and Board of Directors of Ville de Marco West thank Kelly Brothers, Inc. and their employees for a job well done. We look forward to continuing our relationship.

Yours truly,

Ben Farnsworth
President
Board of Directors



Town of Fort Myers Beach

Tracey Gore
Mayor

Joanne Shamp
Vice Mayor

Anita Cereceda
Council Member

Dennis Boback
Council Member

Bruce Butcher
Council Member

February 13, 2019

To whom it may concern:

Kelly Brothers worked with the Town of Fort Myers Beach to repair stormwater related seawall repairs at three separate locations. We would like to extend our sincere recommendation for Kelly Brothers and also express our gratitude for a job well done. We found their team to be professional and cooperative throughout the course of each repair project. Kelly Brothers' personnel exudes a level of knowledge and expertise that simply inspires trust. The Kelly Brothers organization consistently demonstrated their commitment to the success of each project by their attention to detail. Scheduling, quality control, communication, administration, and document close out were well organized and all key to the successful completion of our projects. The ease in which they completed their work reinforced our belief in their abilities to get the job done and done right.

The Town of Fort Myers Beach would like to share our confidence in Kelly Brothers' ability to deliver a quality product and highly recommend their company for your marine construction needs. I am sure you will be delighted and impressed with their performance.

Sincerely,

Town of Fort Myers Beach

Chelsea O'Riley
Public Works Manager



Town of Fort Myers Beach

We thank Kelly Brothers for their excellent work on the Newton Park Sewall and Dune Walkover Replacement. The project was completed on schedule and met all requirements and specifications. Kelly Brothers performed admirably on the project. Their crews exhibited professionalism and were courteous to staff, contractors and beach goers. The crew leaders in particular were very responsive to any minor issues and maintained excellent communication with Town staff and contractors on the project. Despite the project being located in a high visibility and high traffic areas, Kelly Brothers worked to maintain pedestrian access to the beach as much as possible. The workmanship and attention to detail on the seawall and walkovers also is better than we could have anticipated. Kelly Brothers once again completed a complex project for the Town of Fort Myers Beach and we would look forward to doing more work with them in the future. I would not hesitate to highly recommend Kelly Brothers for marine construction projects in the future.

Thank you for your excellent project.

Keith Laakkonen, CFM

Environmental Sciences Coordinator

Town of Fort Myers Beach

2523 Estero Blvd

Fort Myers Beach, FL 33931

(239) 765-0202 Ext. 136

Website <http://goo.gl/gSbnW>

Reference Sheet Number: 3d) Prime Construction Contracts with Town of Fort Myers Beach

Project Title and Location	Contractor or Sub-Contractor	Original Contract Amount and Date	Final Contract Amount	Percent of Project Constructed by Sub-Contractors	Project Manager or Superintendent	Required Completion Date	Name, Address and Telephone Number of Owner	Town Sponsoring Department
4th of July Fireworks, Fort Myers Beach, FL Use of 30x60 barge for fireworks display	Contractor	\$ 35,000.00	\$ 35,000.00	0%	Jake Kinnear, Project Manager Travis Kelly, Superintendent Charles Jones, Foreman	July 2024	Town of Fort Myers Beach 2523 Estero Blvd. Fort Myers Beach, FL 33931 Jeff Hauge 239-765-0202	Public Works
		June 13, 2024						
Matanzas Harbor Dinghy Dock, Fort Myers Beach, FL Install turbidity controls, demolish and replace dock, repair gangway. Complete restoration.	Contractor	\$ 202,627.07	\$ 202,627.07	0%	Jake Kinnear, Project Manager Travis Kelly, Superintendent Dale Bird, Foreman	March 2020	Town of Fort Myers Beach 2523 Estero Blvd. Fort Myers Beach, FL 33931 Chelsea O'Riley (Former) 239-561-1313	Public Works
		August 6, 2019						
Matanzas Harbor Temporary Dinghy Dock, Fort Myers Beach, FL Relocate existing dinghy dock concrete floats, secure by driving 3 wood fender pile. Remove existing handrail at seawall, save for re-installation. Supply / install aluminum gangway to access temporary dock. Remove temporary wood pile, dock floats and gangway when the permanent dinghy dock is complete.	Contractor	\$ 8,200.00	\$ 8,200.00	0%	Jake Kinnear, Project Manager Travis Kelly, Superintendent Dale Bird, Foreman	NA	Town of Fort Myers Beach 2523 Estero Blvd. Fort Myers Beach, FL 33931 Chelsea O'Riley (Former) 239-561-1313	Public Works
		December 13, 2019						
Floating Dock Salvage, Fort Myers Beach, FL Salvage Floating Docks	Contractor	\$ 14,890.00	\$ 14,890.00	0%	Jake Kinnear, Project Manager Travis Kelly, Superintendent Charles Jones, Foreman	NA	Town of Fort Myers Beach 2523 Estero Blvd. Fort Myers Beach, FL 33931 Chelsea O'Riley (Former) 239-561-1313	Public Works
		May 30, 2018						
Seawall Repairs, 3 Locations, Ostego Drive, Shell Mound, & Pink Shell Fort Myers Beach, FL Damaged elements of the stormwater system and sections of seawall were removed and replaced. 130 linear ft. seawall constructed with pre-cast concrete panels. A 13 ft. by 20 ft. dock replaced, 84 ton of rip rap installed between two of the sites, pipe penetration, and restoration of a Stormtech Retention System.	Contractor	\$ 299,983.40	\$ 311,402.40	0%	Paul Domke, Project Manager Travis Kelly, Superintendent Jorge Discua, Foreman	July 2018	Town of Fort Myers Beach 2523 Estero Blvd. Fort Myers Beach, FL 33931 Chelsea O'Riley (Former) 239-561-1313	Public Works
		February 8, 2018						
Newton Park Seawall Project, Fort Myers Beach, FL Removed and replace concrete seawall, install dune walkover access ramps.	Contractor	\$ 201,476.32	\$ 231,872.09	0%	Dane Kelly, Project Manager Travis Kelly, Superintendent Kyle Cox, Foreman	April 2015	Town of Fort Myers Beach 2523 Estero Blvd. Fort Myers Beach, FL 33931 Keith Laakkonen (Former) 239-530-5972	Environmental Sciences
		October 27, 2014						



PART D
FMB:005 – DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign or has signed the Bid Form. This form will become a part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK: None. Kelly Brothers, Inc. will self-perform the scope of work for this project.
Please see FMB:024 - LIST OF SUB-CONTRACTORS for details

SUBCONTRACTOR'S
NAME:

EST. DOLLAR VALUE OF PROPOSED
WORK:

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK:

SUBCONTRACTOR'S NAME:

EST. DOLLAR VALUE OF PROPOSED WORK:

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK:

SUBCONTRACTOR'S NAME:

EST. DOLLAR VALUE OF PROPOSED WORK:

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE ☐/MINORITY ☐/WOMEN ☐ (CHECK APPROPRIATE DESIGNATION):

DESCRIPTION OF WORK:

SUBCONTRACTOR'S NAME:

EST. DOLLAR VALUE OF PROPOSED WORK:

TOTAL VALUE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED: %

Kelly Brothers, Inc.

CONTRACTOR NAME


SIGNATURE

Dane Kelly, President
15775 Pine Ridge Road
Fort Myers, FL 33908
State of Incorporation: Florida

September 05, 2024

DATE



PART D
FMB:019 – PUBLIC ENTITIES CRIME FORM
(1 of 2 Pages)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Town of Fort Myers Beach
(Print name of public entity)
by Dane Kelly, President
(Print individual's name and title)
for Kelly Brothers, Inc.
(Print name of entity submitting sworn statement)
whose business address is 15775 Pine Ridge Road
Fort Myers, FL 33908

and (if applicable) its Federal Employer Identification Number (FEIN) is 59 - 2069592
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement:
____ - ____ - _____.)

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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of 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, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

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 an 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 for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person.



PART D
FMB:019 – PUBLIC ENTITIES CRIME FORM
(2 of 2 Pages)

- B. 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) (e), 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 into 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 public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has 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, members, or agents who are active in the 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.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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 a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings 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 IT 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 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

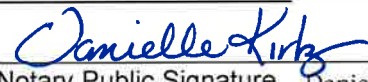

 (Signature) Dane Kelly, President
 Kelly Brothers, Inc.

STATE OF Florida)
 COUNTY OF Lee)

15775 Pine Ridge Road., Fort Myers, FL, 33908
 State of Incorporation: Florida

SWORN TO AND SUBSCRIBED BEFORE ME, on this 5th day of September 2024, by means of (✓) physical presence or () online notarization, personally appeared Dane Kelly as President of Kelly Brothers, Inc.,

(✓) who personally known to me of () who has produced _____ as identification.


 Notary Public Signature Danielle Kirby

My commission expires: December 26, 2027



DANIELLE KIRBY
 Notary Public
 State of Florida
 Comm# HH475968
 Expires 12/26/2027

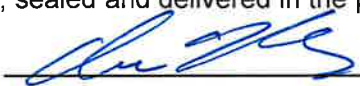


PART D
FMB:021 – NON-COLLUSION AFFIDAVIT

State of Florida)County of Lee)Dane Kelly being first duly sworn, deposes and says that:

- 1) He/she is the Co-owner, (Owner, Partner, Officer, Representative or Agent) of Kelly Brothers, Inc., the BIDDER that has submitted the attached Bid;
- 2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm, or person to fix the price or prices in the attached Bid or of any other Responder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: Dane Kelly, President/Co-owner

(Printed Name)

Kelly Brothers, Inc.
15775 Pine Ridge Road., Fort Myers, FL 33908
 State of Incorporation: Florida
ACKNOWLEDGEMENTSTATE OF Florida)COUNTY OF Lee)SWORN TO AND SUBSCRIBED BEFORE ME, on this 5th day of September 20 24, by meansof (✓) physical presence or () online notarization, personally appeared Dane Kelly asPresident of Kelly Brothers, Inc.

(✓) who personally known to me of () who has produced _____ as identification.

**DANIELLE KIRBY**

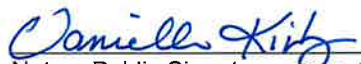
Notary Public

State of Florida

Comm# HH475968

Expires 12/26/2027

My commission expires: December 26, 2027


 Notary Public Signature Danielle Kirby



PART D
FMB:022 – TRENCH SAFETY AFFIDAVIT
(When Applicable)

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

BIDDER acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The BIDDER further identifies the costs as follows:

Trench Safety Item: Not Applicable (NA)
(Description)

NA
(Cost written in words)

TOTAL \$ NA

FAILURE TO COMPLETE THE ABOVE SHALL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Kelly Brothers, Inc.

DATE: September 05, 2024

BY: 
(Signature) Dane Kelly, President
Kelly Brothers, Inc.
15775 Pine Ridge Road., Fort Myers, FL 33908
State of Incorporation: Florida

(Print Name)



PART D
FMB:023 – MATERIALS MANUFACTURERS LIST

The BIDDER is required to state below, material manufacturers it proposes to utilize on this project. No change will be allowed after submittal of Bid. If substitute material proposed and listed below is not approved by TOWN, BIDDER shall furnish the manufacturer named in the TOWN'S specification. Acceptance of this Bid does not constitute acceptance of material proposed on this list.

THIS LIST MUST BE COMPLETED OR BID MAY BE DEEMED NON-RESPONSIVE. (Attach additional sheets as needed).

BIDDER'S STATEMENT OF PROPOSED MANUFACTURER FOR

Matanzas Pass Dinghy Dock Replacement Project, ITB-24-08-EN

The BIDDER lists the following manufacturers of the major equipment (LIST)

<u>MATERIAL</u>	<u>MANUFACTURER</u>
1. <u>Concrete Floating Dock</u>	<u>Bellingham Marine</u>
2. <u>Aluminum Floating Dock</u>	<u>Golden Manufacturing</u>
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

Signed



Name of BIDDER

Kelly Brothers, Inc.
Dane Kelly, President
Kelly Brothers, Inc.
15275 Pine Ridge Road, Fort Myers, FL 33908
State of Incorporation: Florida



PART D
FMB:25 –EQUIPMENT SCHEDULE

*

Name/Type	Capacity	Manufacturer	Age & Condition	Location

*

Name/Type	Capacity	Manufacturer	Age & Condition	Location

*

Name/Type	Capacity	Manufacturer	Age & Condition	Location

NOTE: Provide separate tables for each type of equipment including name and manufacturer. Use separate lines for each major item. Use additional pages if necessary.

*Kelly Brothers, Inc. (KBI) has invested in property, plant, and equipment to further enhance our abilities to control cost and deliver a top-notch quality product while adhering to the project schedule. Everything we do takes place around the water, and as a result, we have the right people, equipment, and programs necessary to provide safe construction and mitigate associated risks. We are able to mobilize a well-trained, talented crew and the necessary equipment to make your project a success. KBI has an extensive collection of marine and heavy equipment, tools, and know-how at our disposal and we are ready to start work. A partial list of our company-owned equipment follows this page.

Plant and Equipment Schedule

Excavators					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
221	Excavator	2.3 CY	Dooson	11 Years / Good	Longboat Key
224	Excavator	2.45 CY	Volvo	6 Years / Good	Fort Myers
226	Excavator	1.2 CY	Terex	11 Years / Good	Marco Island
228	Excavator	.8 CY	Catapillar	4 Years / Good	Fort Myers
230	Excavator	.8 CY	Sany	5 Years / Good	Fort Myers
231	Excavator	1.0 CY	Volvo	9 Years / Good	Marco Island
234	Excavator	1.5 CY	Catapillar	5 Years / Good	Longboat Key
Mini Excavators					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
222	Mini Excavator	.17 CY	Yanmar	10 Years / Good	Fort Myers
223	Mini Excavator	.36 CY	Yanmar	7 Years / Good	Fort Myers
227	Mini Excavator	.17 CY	Yanmar	1 Year / Good	Marco Island
229	Mini Excavator	.3 CY	Yanmar	3 Years / Good	Lake Wales
232	Mini Excavator	.35 CY	Yanmar	5 Years / Good	Fort Myers
233	Mini Excavator	.2 CY	Wacker	9 Years / Good	Aventura
Excavator Attachments					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
172	Plate Compactor	11,300 lbs	Staney	2 Years / Good	Marco Island
Mini / Midi Excavators Attachments					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
160	Torque Indicator		Hubbel / Chance		Fort Myers
163	Plate Compactor	5000 lbs	Allied	9 Years / Good	Fort Myers
164	Hammer / Breaker	500 ft lb	Allied	9 Years / Good	Fort Myers
169	Plate Compactor	6500 lbs	Striker	9 Years / Good	Fort Myers
173	Hammer / Breaker	1707 - 2702 psi	D & A	3 Years / Good	Fort Myers
176	Helical Drive Unit	1500 - 5000 psi	Eskridge	4 Years / Good	Fort Myers
177	Helical Drive Unit	1500 - 5000 psi	Eskridge	2 Years / Good	Fort Myers
Augers - Mini / Midi Excavators Attachment					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
174	Auger	24"	Lowe	Good	Fort Myers
175	Auger	30"	Military	Good	Fort Myers
Cranes					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
314	Crane	55 Tons	Sumitomo Crawler	21 Years / Good	Longboat Key
315	Crane	80 Tons	Terex Crawler	12 Years / Good	Marco Island
316	Crane	85 Ton	Manitowic Crawler	10 Years / Good	Longboat Key
319	Crane	60 Ton	Northwest Crawler	34 Years / Good	Fort Myers
Forklifts					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
456	Forklift	8000 lbs	Carelift Zoom Boom	4 Years / Good	Aventura
457	Forklift	6000 lbs	Cat	Good	Fort Myers
458	Forklift	5500 lbs	BobCat	7 Years / Good	Fort Myers
459	Forklift	6600 lbs	BobCat	6 Years / Good	Marco Island
487	Forklift	10000 lbs	Intl Harvester	26 Years / Good	Fort Myers
489	Forklift	4600 lbs	Terex	12 Years / Good	Fort Myers
Loaders					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
414	Loaders	2.5 CY	John Deere	17 Years / Good	Lake Wales
488	Loaders	3.5 CY	John Deere	4 Years / Good	Fort Myers

Drivers					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
578	Driver	47132 ft lbs	APE	11 Years / Good	Fort Myers
579	Driver	29767 ft lbs	APE	13 Years / Good	Fort Myers
580	Hammer		IMM	Good	Fort Myers
581	Impact		ICE	1 Year / Good	Fort Myers
Pumps					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
663	Pump	350 gpm	Military 2	16 Years / Good	Fort Myers
664	Pump	350 gpm	Military 3	10 Years / Good	Fort Myers
665	Pump	350 gpm	Military 4	5 Years / Good	Fort Myers
667	Pump	6" Head 2200 gpm	D & D	2 Years / Good	Longboat Key
672	Pump	600 gpm	Barnes	31 Years / Good	Fort Myers
673	Pump	600 gpm	Barnes	31 Years / Good	Fort Myers
674	Pump	600 gpm	Barnes	31 Years / Good	Fort Myers
675	Pump	600 gpm	Gorman-Rupp	21 Years / Good	Fort Myers
676	Pump	600 gpm	Gorman-Rupp	20 years / Good	Fort Myers
Drop Hammer / Punches / Spreaders					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
800	Med Punch	15,000 lbs	Custom	1 Year / Good	Fort Myers
801	Lg Punch		Custom	1 Year / Good	Fort myers
802	Sm Punch	5,000 lbs	Custom	1 Year / Good	Fort Myers
825	Spreader	20000 lbs	Custom	1 Year / Good	Fort Myers
826	Spreader	20000 lbs	Custom	1 Year / Good	Fort Myers
827	Spreader		Woods Metal Works	1 Year / Good	Marco Island
Trailers					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
043	Flat Deck	10000 lbs	Loudo	11 Years / Good	Fort Myers
045	Gooseneck Flat Deck	13400 lbs	ANDS	13 Years / Good	Fort Myers
047	Flat Deck / Short Rail	7000 gvw	Carry On	11 Years / Good	Fort Myers
049	Flat Deck / Short Rail	9000 lbs	Everlite	3 Years / Good	Fort Myers
051	2 Deck Cart	3000 lbs	Wellmaster	2 Years / Good	Fort Myers
053	Flat Deck / Short Rail	2750 lbs	Triple Crown	2 Years / Good	Fort Myers
054	Enclosed	1250 lbs	Cargo South	16 Years / Good	Fort Myers
055	Boat	1250 lbs	HMDE	3 Years / Good	Fort Myers
056	Boat	15000 lbs	Float-On	13 Years / Good	Fort Myers
057	Boat	8300 lbs	Boatmaster	1 Year / Good	Aventura
Conax / Containers					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
701	Container	62350 lbs	China Eastern	3 Years / Good	Lake Wales
702	Container	62350 lbs	China Eastern	2 Years / Good	Longboat Key
703	Container	62350 lbs	China Eastern	2 Years / Good	Marco Island
704	Container	62350 lbs	China Eastern	Good	Fort Myers
705	Container	72500 lbs	China Intl Marine	9 Years / Good	Fort Myers

Barges, Spuds Wells and Spuds					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
542	Barge	300 Ton	Shugart	15 Years / Good	Fort Myers
547-A	Barge	13 Ton	Flexifloat	4 Years / Good	Longboat Key
547-B	Barge	13 Ton	Flexifloat	4 Years / Good	Longboat Key
547-C	Barge	13 Ton	Flexifloat	8 Years / Good	Fort Myers
547-D	Barge	13 Ton	Flexifloat	8 Years / Good	Marco Island
547-E	Barge	13 Ton	Flexifloat	8 Years / Good	Marco Island
547-F	Barge	13 Ton	Flexifloat	8 Years / Good	Marco Island
547-G	Barge	13 Ton	Flexifloat	8 Years / Good	Marco Island
547-H	Barge	27 Tons	Flexifloat	8 Years / Good	Fort Myers
547-I	Barge	27 Tons	Flexifloat	8 Years / Good	Fort Myers
547-J	Barge	27 Tons	Flexifloat	8 Years / Good	Fort Myers
547-K	Barge	27 Tons	Flexifloat	8 Years / Good	Fort Myers
547-L	Barge	27 Tons	Flexifloat	8 Years / Good	Marco Island
547-M	Barge	27 Tons	Flexifloat	8 Years / Good	Marco Island
547-N	Barge	27 Tons	Flexifloat	8 Years / Good	Marco Island
547-O	Barge	27 Tons	Flexifloat	8 Years / Good	Marco Island
547-P	Barge	27 Tons	Flexifloat	8 Years / Good	Marco Island
547-Q	Barge	27 Tons	Flexifloat	8 Years / Good	Marco Island
547-R	Spud Well	45 Tons	Flexifloat	8 Years / Good	Marco Island
547-S	Spud Well	45 Tons	Flexifloat	8 Years / Good	Marco Island
547-T	Spud Well	45 Tons	Flexifloat	8 Years / Good	Fort Myers
547-U	Spud Well	45 Tons	Flexifloat	8 Years / Good	Fort Myers
547-V	Spud Well	45 Tons	Flexifloat	8 Years / Good	Fort Myers
547-W	Spud Well	45 Tons	Flexifloat	8 Years / Good	Fort Myers
547-X	Spud	4800 lbs	Flexifloat	8 Years / Good	Marco Island
547-Y	Spud	4800 lbs	Flexifloat	8 Years / Good	Marco Island
547-Z	Spud	4800 lbs	Flexifloat	8 Years / Good	Fort Myers
547-AA	Spud	4800 lbs	Flexifloat	8 Years / Good	Fort Myers
547-AB	Spud	7200 lbs	Flexifloat	8 Years / Good	Fort Myers
547-AC	Spud	7200 lbs	Flexifloat	8 Years / Good	Fort Myers
553	Spud	365 Tons	Custom	8 Years / Good	Longboat Key
554	Spud	700 Tons	Custom	8 Years / Good	Longboat Key
Crew Boats					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
530	Crew	150 hp	CT Fireboat	15 Years / Good	Longboat Key
533	Crew	115 hp	Ahern	13 Years / Good	Longboat Key
536	Crew	115 hp	Ahern	13 Years / Good	Aventura
538	Crew	115 hp	Ahern	14 Years / Good	Marco Island
548	Crew	25 hp	Carolina Skiff	1 Year / Good	Fort Myers
548	Crew	25 hp	Carolina Skiff	1 Year / Good	Fort Myers
Push Boats					
Unit #	Type	Capacity	Manufacturer	Age & Condition	Location
535	Push Boat	170 hp	Inland Boat Works	13 Years / Good	Fort Myers
539	Push Boat	500 hp	Custom	14 Years / Good	Longboat Key
550	Thruster	600 hp	Hydraulic Marine Sys	1 Year / Good	Longboat Key
551	Push Boat		FMB Babcock	12 Years / Good	Marco Island
552	Push Boat		FMB Babcock	13 Years / Good	Fort Myers



PART D
FMB:100 – CERTIFICATION IMMIGRATION LAWS AFFIDAVIT

BID NO: ITB-24-08-EN

PROJECT NAME: MATANZAS PASS DINGHY DOCK REPLACEMENT PROJECT

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN 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").

TOWN OF FORT MYERS BEACH SHALL 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 TOWN OF FORT MYERS BEACH.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Kelly Brothers, Inc.


 (Signature) Dane Kelly, President
 Kelly Brothers, Inc.
 15775 Pine Ridge Road
 Fort Myers, FL 33908
 State of Incorporation: Florida

President
(Title)

September 05, 2024
(Date)

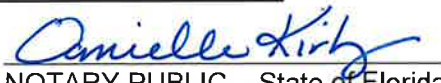
STATE OF FLORIDA)
 COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 5th day of September, 20 24, by means of (✓) physical presence or () online notarization, personally appeared Dane Kelly as President of Kelly Brothers, Inc.

(✓) who personally known to me of () who has produced _____ as identification.



DANIELLE KIRBY
 Notary Public
 State of Florida
 Comm# HH475968
 Expires 12/26/2027


 NOTARY PUBLIC – State of Florida
 Danielle Kirby

My commission expires: December 26, 2027

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. *TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.*



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

Drug Free Work Place

Kelly Brothers Inc. (KBI) is committed to providing a safe work environment and to fostering the well-being and health of our employees. Thus, KBI certifies our company has implemented a Drug Free Work Place program in accordance with Section 287.087, Florida Statutes. The goal of this program is to balance our respect for individuals with the need to maintain a safe, productive and drug-free environment. The intent of this program is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are not compatible with employment at Kelly Brothers, Inc.

I, Dane Kelly, President of Kelly Brothers, Inc. hereby certifies our firm has implemented a drug-free workplace program that complies with Florida Statutes Section 287.087.


Signature Dane Kelly, President
Kelly Brothers, Inc.
15775 Pine Ridge Rd.
Fort Myers, FL 33908
State of Incorporation: Florida



KELLY BROTHERS, INC
COMMERCIAL MARINE CONTRACTOR

FEMA Forms

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

TOWN OF FORT MYERS BEACH																					
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT																					
Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.																					
A. PRIME VENDOR/CONTRACTOR INFORMATION																					
PRIME NAME		PRIME FID NUMBER		CONTRACT DOLLAR AMOUNT																	
Kelly Brothers, Inc.		59-2069592		TBD																	
IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?		VETERAN? Y ☐ N ☒ DBE? Y ☐ N ☒ MBE? Y ☐ N ☒ WBE? Y ☐ N ☒ SDB 8A? Y ☐ N ☒		IS THE ACTIVITY OF THIS CONTRACT... CONSTRUCTION? Y ☒ N ☐ CONSULTATION? Y ☐ N ☒ OTHER? Y ☐ N ☒																	
IS THIS SUBMISSION A REVISION?		Y ☐ N ☒ IF YES, REVISION NUMBER _____																			
B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION																					
DBE VETERAN	M/WBE	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT																
		NA																			
TOTALS:				NA	NA																
C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR																					
NAME OF SUBMITTER		DATE		TITLE OF SUBMITTER																	
Dane Kelly		September 05, 2024		President																	
EMAIL ADDRESS OF PRIME (SUBMITTER)		TELEPHONE NUMBER		FAX NUMBER																	
estimating@kellybros.net		239-482-7300		NA																	
NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.																					
<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th style="text-align: center;">ETHNICITY</th> <th style="text-align: center;">CODE</th> </tr> </thead> <tbody> <tr><td>Black American</td><td>BA</td></tr> <tr><td>Hispanic American</td><td>HA</td></tr> <tr><td>Native American</td><td>NA</td></tr> <tr><td>Subcont. Asian American</td><td>SAA</td></tr> <tr><td>Asian-Pacific American</td><td>APA</td></tr> <tr><td>Non-Minority Women</td><td>NMW</td></tr> <tr><td>Other: not of any other group listed</td><td>O</td></tr> </tbody> </table>						ETHNICITY	CODE	Black American	BA	Hispanic American	HA	Native American	NA	Subcont. Asian American	SAA	Asian-Pacific American	APA	Non-Minority Women	NMW	Other: not of any other group listed	O
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Non-Minority Women	NMW																				
Other: not of any other group listed	O																				
D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH																					
DEPARTMENT NAME		FMB CONTRACT # (FBI/RFP or PO/REQ)		GRANT PROGRAM/CONTRACT																	
ACCEPTED BY:				DATE																	

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

Contractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, Town, 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 contract shall attach an explanation to this form.

CONTRACTOR

Kelly Brothers, Inc.

By:



Signature

Dane Kelly, President
Kelly Brothers, Inc.
15775 Pine Ridge Road, Fort Myers, FL 33908
State of Incorporation: Florida

Dane Kelly, President

Name and Title

15775 Pine Ridge Road

Street Address

Fort Myers, FL 33908

City, State, Zip

ZYL4HRJ4V2H6

UEI Unique Entity Identifier (for SAM.gov verification)

September 05, 2024

Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

**Compliance with Federal Law, Regulations, And Executive Orders
and Acknowledgement of Federal Funding**

Certification

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Kelly Brothers, Inc.

Date September 05, 2024

Authorized Signature _____



Dane Kelly, President
Kelly Brothers, Inc.
15775 Pine Ridge Road, Fort Myers, FL 33908
State of Incorporation: Florida

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 an 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 contract, the making 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.

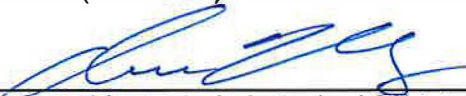
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 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.

Kelly Brothers, Inc.
Contractor (Firm Name)



Signature of Contractor's Authorized Official

Dane Kelly, President
Kelly Brothers, Inc.
15775 Pine Ridge Road, Fort Myers, FL 33908
State of Incorporation: Florida

Dane Kelly, President
Name and Title of Contractor's Authorized Official

September 05, 2024
Date



FLORIDA DEPARTMENT OF Environmental Protection

South District
PO Box 2549
Fort Myers FL 33902-2549
SouthDistrict@FloridaDEP.gov

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

April 14, 2023

FDOT and Town of Fort Myers Beach - Jason Freeman
c/o Grady Timmins
Coastal Engineering Consultants, Inc.
3106 South Horseshoe Drive
Naples, FL 34104
gtimmins@cecifl.com

File No.:0252456-005 EE, Lee County
[Bot File No.: 360339155](#)

Dear FDOT and Town of Fort Myers Beach - Jason Freeman:

On March 29, 2023, we received your request for verification of exemption to perform the following activities:

To repair/replace an existing authorized public docking facility in the same location and configuration as existed prior to Hurricane Ian on September 28, 2022, at San Carlos Blvd & First St, Fort Myers Beach, FL 33931, Parcel ID No. n/a, in a Matanzas Pass, Class II Waters, Unclassified for shellfish harvesting, Section 01, Township 43 South, Range 22 East, Lee County.

Your request has been reviewed to determine whether it qualifies for (1) a regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project either qualifies or was not applicable for all three authorization types.

However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact us by telephone at (239) 344-5600 or by e-mail at SouthDistrict@floridadep.gov.

www.floridadep.gov

1. Regulatory Review – VERIFIED

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(5)(d), Florida Administrative Code, and Section 403.813(1)(d) of the Florida Statutes from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review - GRANTED

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258 of the Florida Statutes, and Chapters 18-18, 18-20, and 18-21, Florida Administrative Code, as applicable.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Rule 18-21.005(1)(c), Florida Administrative Code, and Section 253.77 of the Florida Statutes to construct and use the activity on the specified sovereign submerged lands and as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

During this term of this Letter of consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Special Consent Conditions

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will

include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

3. Federal Review - SPGP APPROVED

Your proposed activity as outlined in your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit VI-R1, and a SEPARATE permit or authorization will not be required from the Corps. Please note that the Federal authorization expires on July 27, 2026. However, your authorization may remain in effect for up to 1 additional year, if provisions of Special Condition 15 of the SPGP VI-R1 permit instrument are met. You, as permittee, are required to adhere to all General Conditions and Special Conditions that may apply to your project (attached). A copy of the SPGP VI-R1 with all terms and conditions and the General Conditions may be found at <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>.

Authority for review an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
 - (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
 - (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.
- The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Tallahassee, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Michael Baker
Environmental Administrator
South District

Enclosures:

6 Project drawings

62-330.051(5)(d), 403.813(1)(d)

Special and General Conditions for Federal Authorization for SPGP VI-R1

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments, including all copies, were sent to the addressee and to the following listed persons:

None

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52(7), F.S., with the designated Department clerk, receipt of which is hereby acknowledged.



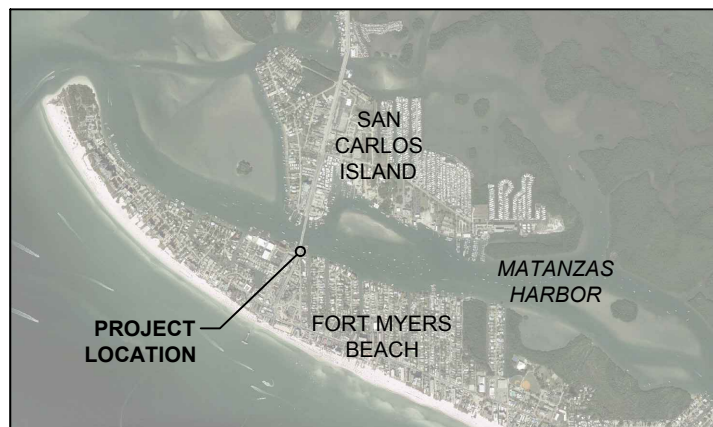
April 14, 2023

Clerk

Date

MATANZAS HARBOR DINGHY DOCK REPAIR PERMIT DRAWINGS

PREPARED FOR:
THE TOWN OF FORT MYERS BEACH



LOCATION MAP
N.T.S.

INDEX:

1. COVER SHEET
2. EXISTING CONDITIONS
3. PROPOSED REPAIR PLAN
4. PROPOSED TYPICAL SECTION A-A'
5. PROPOSED TYPICAL SECTION B-B'
6. PROPOSED TYPICAL SECTION C-C'

FOR PERMITTING
PURPOSES ONLY.
NOT TO BE USED FOR
CONSTRUCTION.



PUBLISHED TIDAL INFORMATION

TIDAL DATUMS AT MATANZAS PASS, ESTERO ISLAND
ARE BASED ON FLORIDA 872 5366

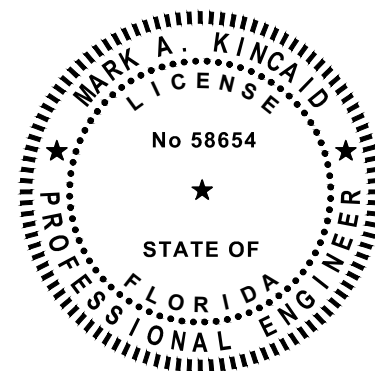
TIME PERIOD = JUNE 1973 - JUNE 1973
TIDAL EPOCH = 1983 - 2001
CONTROL TIDE STATION = NAPLES, GULF OF MEXICO (872 5110)

ELEVATIONS OF TIDAL DATUMS ARE REFERENCED IN
NAVD 1988.

MEAN HIGHER HIGH WATER (MHHW) = +0.42 FT NAVD
MEAN HIGH WATER (MHW) = +0.16 FT NAVD
MEAN LOW WATER (MLW) = -1.64 FT NAVD
MEAN LOWER LOW WATER (MLLW) = -2.18 FT NAVD

NOTES:

1. SURVEY ACCURACY STANDARDS, QUALITY CONTROL, AND QUALITY ASSURANCE REQUIREMENTS WERE FOLLOWED DURING THIS SURVEY IN ACCORDANCE WITH USACE EM 1110-2-1003, HYDROGRAPHIC SURVEYING MANUAL, 1 JAN 02.
2. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATE SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.
3. AERIAL PHOTOGRAPHY OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, DATED 2017.



SHEET 1
FILE NO.: 15121-P-1

**COASTAL
ENGINEERING
CONSULTANTS
INC.**
A CECI GROUP COMPANY
Serving Florida Since 1977
3106 SOUTH HORSESHOE DRIVE
NAPLES, FLORIDA 34104

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

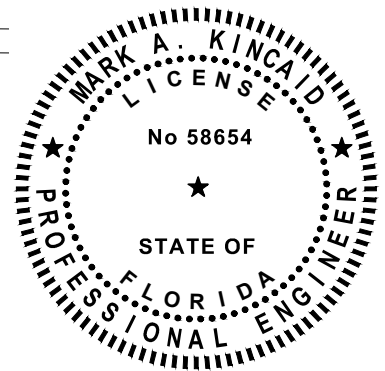
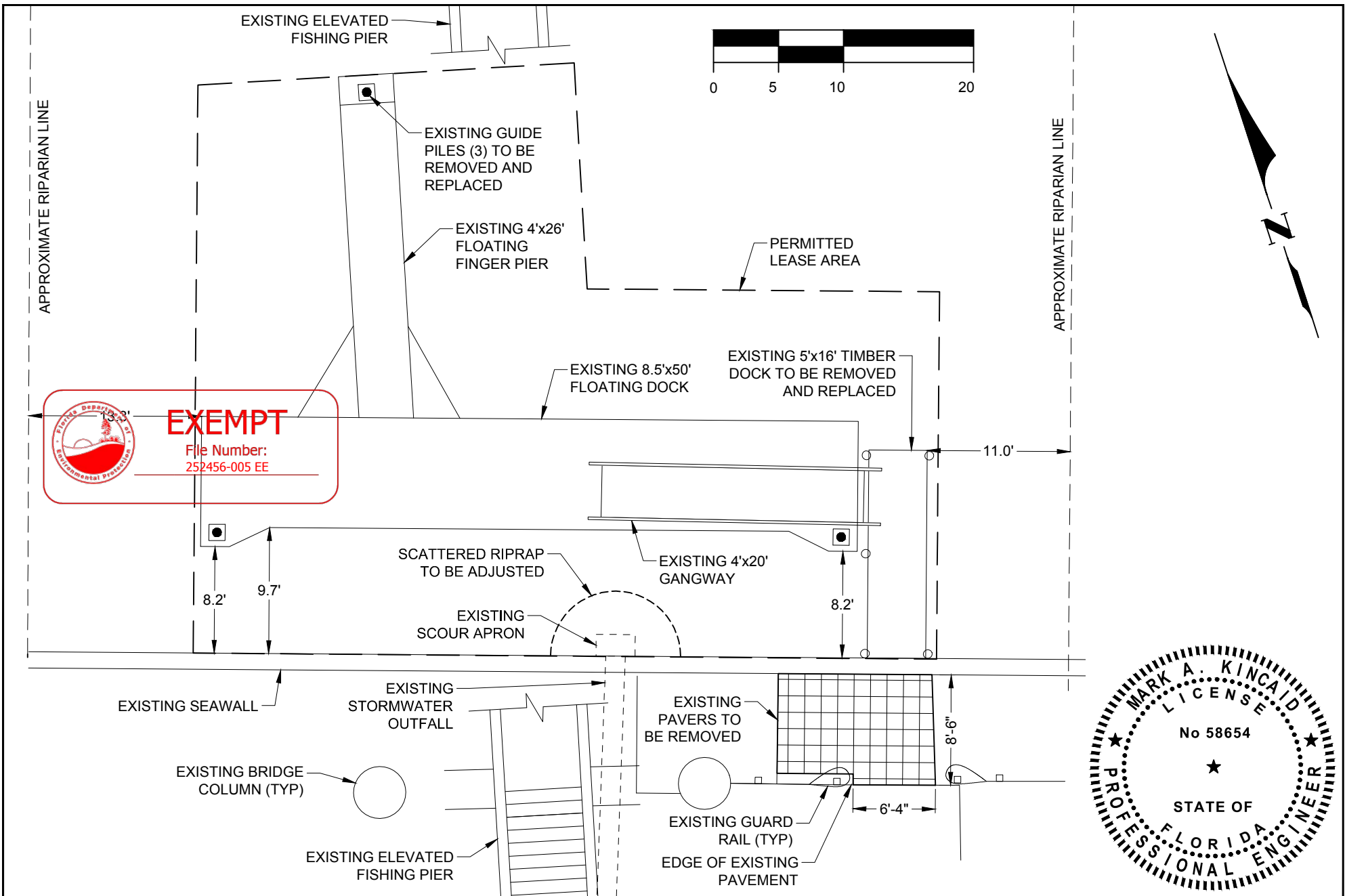
CLIENT:

TOWN OF FORT MYERS BEACH

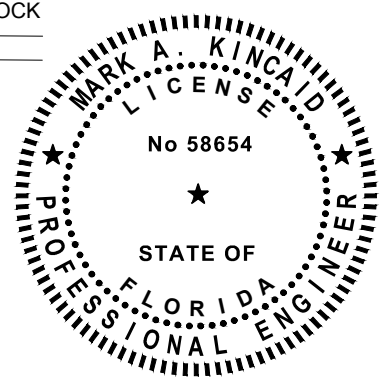
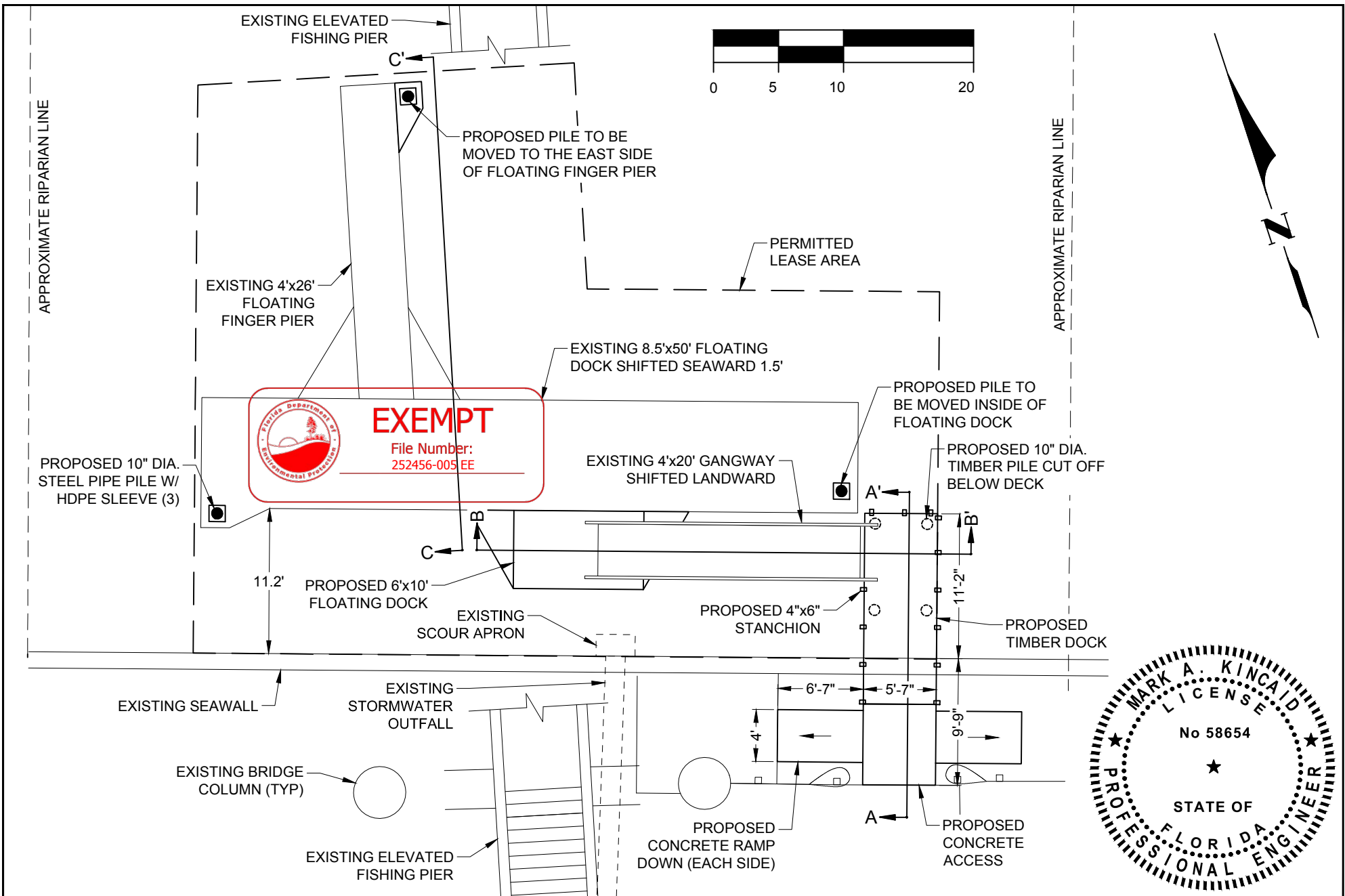
TITLE:

MATANZAS HARBOR DINGHY DOCK
COVER SHEET

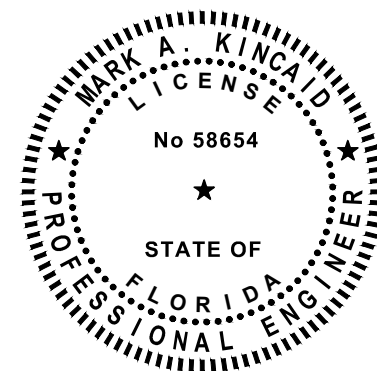
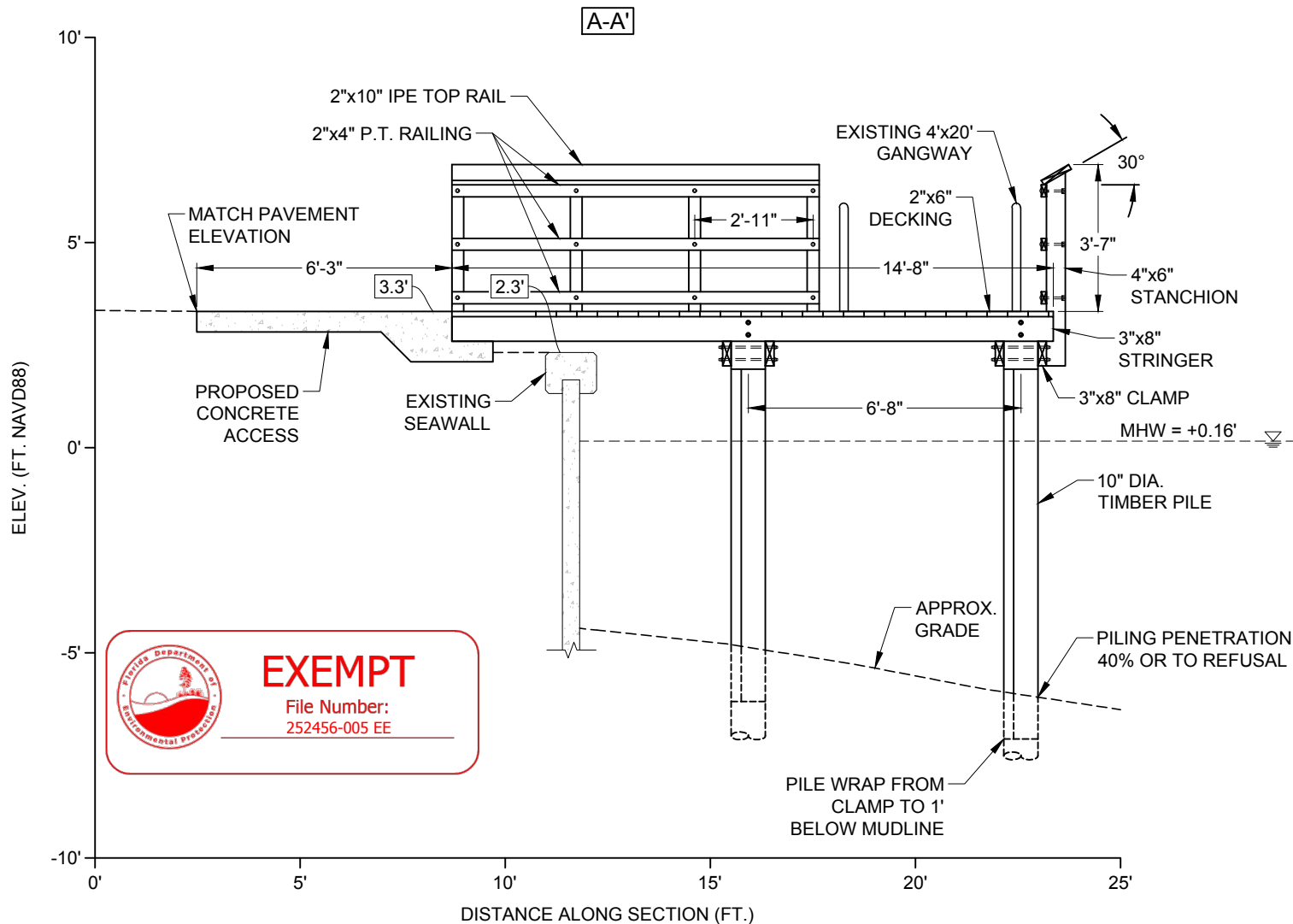
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SEC.	TWP.	RNG.	
ACAD NO.	15121-P.dwg		
REF. NO.	15.121	NO.	DATE BY REVISION DESCRIPTION



SHEET 2 FILE NO.: 15121-P-2	COASTAL ENGINEERING CONSULTANTS INC. A CECI GROUP COMPANY Serving Florida Since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104	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:	2/26/2018	SCALE:	AS NOTED				
			TITLE:	MATANZAS HARBOR DINGHY DOCK EXISTING CONDITIONS				DRAWN:	SDB	F.B.					
							CHECKED:	MAK	PG.						
							SEC.	TWP.	RNG.						
							ACAD NO.	15121-P.dwg							
							REF. NO.	15.121							
								NO.	DATE	BY	REVISION DESCRIPTION				



SHEET 3  COASTAL ENGINEERING CONSULTANTS INC. A CECI GROUP COMPANY Serving Florida Since 1977 3106 SOUTH HORSESHOE DRIVE NAPLES, FLORIDA 34104	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: MATANZAS HARBOR DINGHY DOCK PROPOSED REPAIR PLAN	DATE: 2/26/2018 DRAWN: SDB CHECKED: MAK SEC. TWP. RNG. ACAD NO. 15121-P.dwg REF. NO. 15.121	SCALE: AS NOTED <table><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>																				



SCALE:
H: 1" = 4'
V: 1" = 4'

SHEET 4
FILE NO.: 15121-P4

COASTAL ENGINEERING CONSULTANTS INC.
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GEOLOGICAL SERVICES
SURVEY AND MAPPING

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FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

CLIENT:

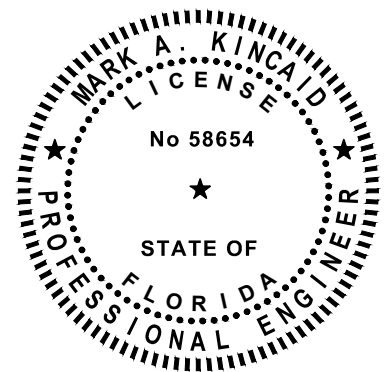
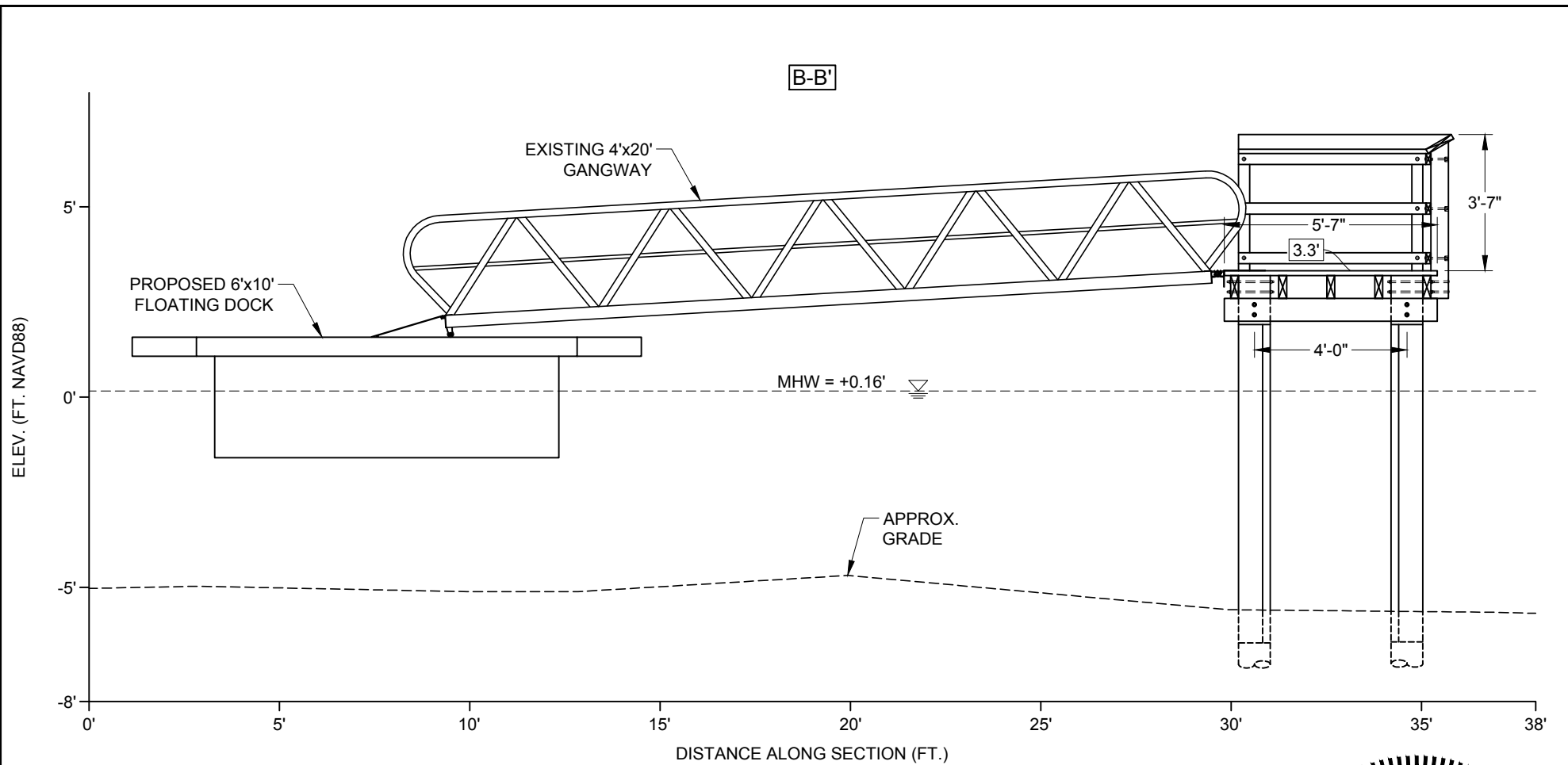
TOWN OF FORT MYERS BEACH

TITLE:

MATANZAS HARBOR DINGHY DOCK
PROPOSED TYPICAL SECTION A-A'

DATE:	2/26/2018	SCALE:	AS NOTED
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SEC.	TWP.	RNG.	
ACAD NO.	15121-P.dwg		
REF. NO.	15.121		

NO.	DATE	BY	REVISION DESCRIPTION



SCALE:
H: 1" = 4'
V: 1" = 4'

SHEET 5
FILE NO.: 15121-P.5

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NAPLES, FLORIDA 34104

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL SERVICES
GEOLOGICAL SERVICES
SURVEY AND MAPPING

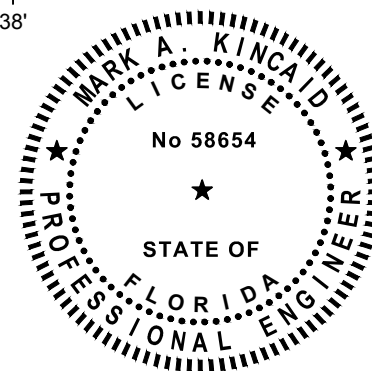
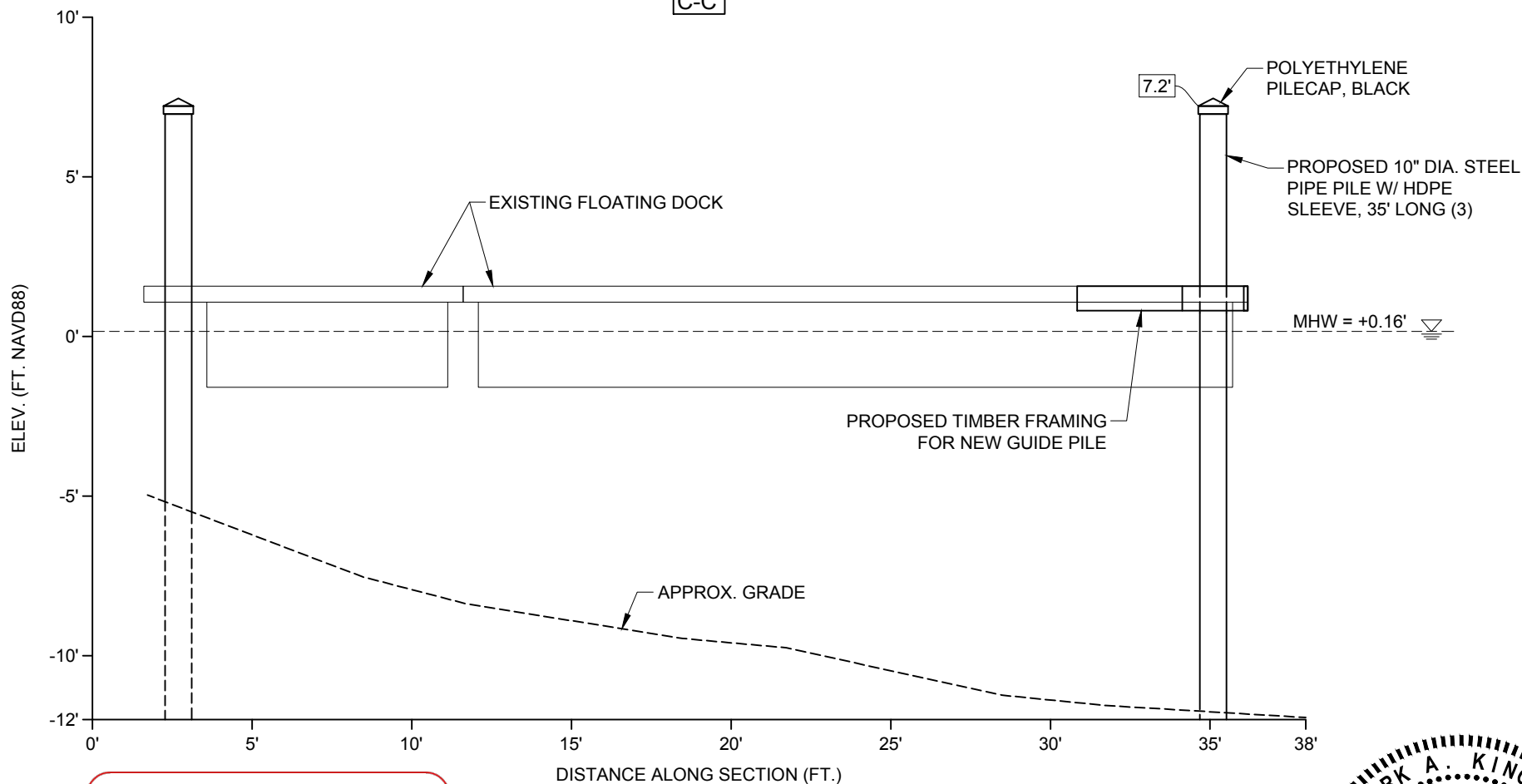
PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

CLIENT: **TOWN OF FORT MYERS BEACH**
TITLE: **MATANZAS HARBOR DINGHY DOCK
PROPOSED TYPICAL SECTION B-B'**

DATE:	2/26/2018	SCALE:	AS NOTED
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SEC.	TWP.	RNG.	
ACAD NO.	15121-P.dwg		
REF. NO.	15.121		

NO.	DATE	BY	REVISION DESCRIPTION

C-C'



SCALE:
H: 1" = 5'
V: 1" = 5'

SHEET 6
FILE NO.: 15121-P-6

COASTAL ENGINEERING CONSULTANTS INC.
A CECI GROUP COMPANY
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NAPLES, FLORIDA 34104

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: **MATANZAS HARBOR DINGHY DOCK
PROPOSED TYPICAL SECTION C-C'**

DATE:	2/26/2018	SCALE:	AS NOTED				
DRAWN:	SDB	F.B.					
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SEC.	TWP.	RNG.					
ACAD NO.	15121-P.dwg						
REF. NO.	15.121						
				NO.	DATE	BY	REVISION DESCRIPTION

62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(d) Replacement or repair of existing docks and piers, including mooring piles, in accordance with section 403.813(1)(d), F.S., provided the existing structure is still functional or has been rendered non-functional within the last year by a discrete event, such as a storm, flood, accident, or fire.

Section 403.813, Florida Statutes Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(d) The replacement or repair of existing docks and piers, except that fill material may not be used and the replacement or repaired dock or pier must be in the same location and of the same configuration and dimensions as the dock or pier being replaced or repaired. This does not preclude the use of different construction materials or minor deviations to allow upgrades to current structural and design standards.

Special Conditions for all Projects:

1. Authorization, design and construction must adhere to the terms of the SPGP VI-R1 instrument including the General Conditions for All Projects, Special Conditions for All Projects, Applicable activity-specific special conditions, Procedure and Work Authorized sections.
2. Design and construction must adhere to the PDCs for In-Water Activities (Attachment 28, from PDCs AP.7 through AP11, inclusive, of JAXBO) (Reference: JAXBO PDC AP.1.).
3. All activities must be performed during daylight hours (Reference: JAXBO PDC AP.6.).
4. For all projects involving the installation of piles, sheet piles, concrete slab walls or boatlift I-beams (Reference Categories A, B and C of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86):
 - a. Construction methods limited to trench and fill, pilot hole (auger or drop punch), jetting, vibratory, and impact hammer (however, impact hammer limited to installing no more than 5 per day).
 - b. Material limited to wood piles with a 14-inch diameter or less, concrete piles with a 24-inch diameter/width or less, metal pipe piles with a 36-inch diameter or less, metal boatlift I-beams, concrete slab walls, vinyl sheet piles, and metal sheet piles.
 - c. Any installation of metal pipe or metal sheet pile by impact hammer is not authorized (Reference: Categories D and E of JAXBO *PDCs for In-Water Noise from Pile and Sheet Pile Installation*, page 86.).
 - d. Projects within the boundary of the NOAA Florida Keys National Marine Sanctuary require prior approval from the Sanctuary (Reference: JAXBO PDCs AP.14 and A1.6).
5. The Permittee shall comply with the "Standard Manatee Conditions for In-Water Work – 2011" (Attachment 29).
6. No structure or work shall adversely affect or disturb properties listed in the National Register of Historic Places or those eligible for inclusion in the National Register. Prior to the start of work, the Applicant/Permittee or other party on the Applicant's/Permittee's behalf, shall conduct a search of known historical properties by contracting a professional archaeologist, and contacting the Florida Master Site File at 850-245-6440 or SiteFile@dos.state.fl.us. The Applicant/Permittee can also research sites in the National Register Information System (NRIS). Information can be found at <http://www.cr.nps.gov/nr/research>.

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

- a. If, during the initial ground disturbing activities and construction work, there are archaeological/cultural materials unearthed (which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work in the vicinity and notify the Compliance and Review staff of the State Historic Preservation Office at 850-245-6333 and the Corps Regulatory Archeologist at 904-232-3270 to assess the significance of the discovery and devise appropriate actions, including salvage operations. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 C.F.R. § 325.7.
 - b. In the unlikely event that human remains are identified, the remains will be treated in accordance with Section 872.05, Florida Statutes; all work in the vicinity shall immediately cease and the local law authority, and the State Archaeologist (850-245-6444) and the Corps Regulatory Archeologist at 904-232-3270 shall immediately be notified. Such activity shall not resume unless specifically authorized by the State Archaeologist and the Corps.
7. The Permittee is responsible for obtaining any “take” permits required under the U.S. Fish and Wildlife Service’s regulations governing compliance with these laws. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such “take” permits are required for a particular activity.
8. Mangroves. The design and construction of a Project must comply with the following (Reference: JAXBO PDCs AP.3 and AP.12.):
 - a. All projects must be sited and designed to avoid or minimize impacts to mangroves.
 - b. Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:
 - (1) Removal to install up to a 4-ft-wide walkway for a dock.
 - (2) Removal of mangroves above the mean high water line (MHWL) provided that the tree does not have any prop roots that extend into the water below the MHWL.
 - (3) Mangrove trimming. Mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree.

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

(a) Projects with associated mangrove trimming waterward of the MHWL are authorized if the trimming: (a) occurs within the area where the authorized structures are placed or will be placed (i.e., removal of branches that overhang a dock or lift), (b) is necessary to provide temporary construction access, and (c) is conducted in a manner that avoids any unnecessary trimming.

(b) Projects proposing to remove red mangrove prop roots waterward of the MHWL are not authorized, except for removal to install the dock walkways as described above.

9. For Projects authorized under this SPGP VI-R1 in navigable waters of the U.S., the Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
10. Notifications to the Corps. For all authorizations under this SPGP VI-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:
 - a. Commencement Notification. Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" form (Attachment 8).
 - b. Corps *Self-Certification Statement of Compliance* form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (Attachment 9) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
 - c. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form (Attachment 10).
 - d. Reporting Address. The Permittee shall submit all reports, notifications,

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

documentation, and correspondence required by the general and special conditions of this permit to the following address.

(1) For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.

(2) For electronic mail: SAJ-RD-Enforcement@usace.army.mil (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

11. The District Engineer reserves the right to require that any request for authorization under this SPGP VI-R1 be evaluated as an Individual Permit. Conformance with the terms and conditions of the SPGP VI-R1 does not automatically guarantee Federal authorization.
12. On a case-by-case basis, the Corps may impose additional Special Conditions which are deemed necessary to minimize adverse environmental impacts.
13. Failure to comply with all conditions of the SPGP VI-R1 constitutes a violation of the Federal authorization.
14. The SPGP VI-R1 will be valid through the expiration date unless suspended or revoked by issuance of a public notice by the District Engineer. The Corps, in conjunction with the Federal resource agencies, will conduct periodic reviews to ensure that continuation of the permit during the period ending expiration date, is not contrary to the public interest. The SPGP VI-R1 will not be extended beyond the expiration date but may be replaced by a new SPGP. If revocation occurs, all future applications for activities covered by the SPGP VI-R1 will be evaluated by the Corps.
15. If the SPGP VI-R1 expires, is revoked, or is terminated prior to completion of the authorized work, authorization of activities which have commenced or are under contract to commence in reliance upon the SPGP VI-R1 will remain in effect provided the activity is completed within 12 months of the date the SPGP VI-R1 expired or was revoked.

Special Conditions for Shoreline Stabilization activities.

16. Shoreline stabilization structures other than vertical seawalls shall be no steeper than a 2 horizontal:1 vertical slope (Reference: JAXBO PDC A1.1.4.).
17. Placement of backfill is limited to those situations where it is necessary to level the land behind seawalls or riprap.
18. Living shoreline structures and permanent wave attenuation structures can only be

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

constructed out of the following materials: oyster breakwaters, clean limestone boulders or stone (sometimes contained in metal baskets or cages to contain the material), small mangrove islands, biologs, coir, rock sills, and pre-fabricated structures made of concrete and rebar that are designed in a manner so that they do not trap sea turtles, smalltooth sawfish, or sturgeon (Reference: JAXBO PDC A7.5.).

a. Reef balls or similar structures are authorized if they are not open on the bottom, are open-bottom structures with a top opening of at least 4 ft, or are pre-fabricated structures, such as reef discs stacked on a pile, and are designed in a manner that would not entrap sea turtles.

b. Oyster reef materials shall be placed and constructed in a manner that ensures that materials will remain stable and that prevents movement of materials to surrounding areas (e.g., oysters will be contained in bags or attached to mats and loose cultch must be surrounded by contained or bagged oysters or another stabilizing feature) (Reference: JAXBO PDC A7.2.).

c. Oyster reef materials shall be placed in designated locations only (i.e., the materials shall not be indiscriminately dumped or allowed to spread outside of the reef structure) (Reference: JAXBO PDC A7.3.).

d. Wave attenuation structures must have 5 ft gaps at least every 75 ft in length as measured parallel to the shoreline and at the sea floor, to allow for tidal flushing and species movement (Reference: JAXBO PDC A7.6.).

e. Other materials are not authorized by this SPGP VI-R1 (Reference: JAXBO PDC A7.5.).

Special Conditions for Boat Ramp activities.

19. Restrictions on Dredged Material and Disposal: Excavation is limited to the area necessary for site preparation. All excavated material shall be removed to an area that is not waters of the United States, as that term is defined and interpreted under the Clean Water Act, including wetlands (Reference: JAXBO PDC A6.2.).

20. Turbidity: The length of new boat ramps and repair and replacement of existing boat ramps to make them longer should ensure a water depth at the end of the ramp is deep enough to minimize sediment resuspension associated with launching vessels in shallow water (Reference: JAXBO PDC A6.5.).

Special Conditions for Docks, Piers, Associated Facilities, and other Minor Piling-Supported Structures.

21. Chickees must be less than 500 ft² and support no more than 2 slips (Reference: JAXBO PDC A2.1.6.).

22. The design and construction of a Project over marsh (emergent vegetation) must comply with the following:
- a. The piling-supported structure shall be aligned so as to have the smallest over-marsh footprint as practicable.
 - b. The over-marsh portion of the piling-supported structure (decking) shall be elevated to at least 4 feet above the marsh floor.
 - c. The width of the piling-supported is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.
23. Mangroves. For pile-supported structures, the following additional requirements for mangroves found in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) shall apply:
- a. The width of the piling-supported structure is limited to a maximum of 4 feet.
 - b. Mangrove clearing is restricted to the width of the piling-supported structure.
 - c. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.
24. Regarding SAV, the design and construction of a Project must comply with the following:
- a. A pile supported structure
 - (1) ~~that is located on a natural waterbody (i.e. outside an artificial waterway that was excavated for boating access and is bordered by residential properties); and~~
 - (1) that is within the range of seagrass (estuarine waters within all coastal counties except for Nassau, Duval, St Johns, Flagler and Volusia north of Ponce Inlet), but outside of the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida) will be constructed to the following standards:
 - (a) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then SAV is presumed present and

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

the pile-supported structure must comply with, or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's *"Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of SPGP, two uncovered boatlifts are allowed.

(i) If the pile supported structure is currently serviceable, repair and replacement may occur in the same footprint without completion of a benthic survey.

(ii) Boatlifts and minor structures in Monroe County may be installed within existing boat slips without completion of a SAV survey. Boatlift accessory structures, like catwalks, shall adhere to *"Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) if a SAV survey has not been completed.

(iii) A marginal dock may be constructed a maximum of 5 feet overwater, as measured from the waterward face (wet face) of the seawall).

(b) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), then the pile-supported structure must comply with, or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's *"Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat"* U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(i) If the pile supported structure is currently serviceable, repair and replacement may occur in the same footprint without completion of a benthic survey.

(ii) Boatlifts may be installed within existing boat slips without completion of a SAV survey.

(iii) A marginal dock may be constructed a maximum of 5 feet overwater, as measured from the waterward face (wet face) of the seawall).

(c) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent (including seagrass, tidal freshwater SAV and emergent vegetation), then no design restrictions are required and boatlifts may include a cover.

b. A pile supported structure

(1) ~~that is located on a natural waterbody (i.e. outside an artificial waterway that was excavated for boating access and is bordered by residential properties); and~~

(1) that is within the range of Johnson's seagrass (the range of Johnson's seagrass is defined as Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida) but not within Johnson's seagrass critical habitat will be constructed to the following standards:

(a) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then seagrass is presumed present and the pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) with the sole exception of the number of allowable boat lifts. For the purposes of this permit, two uncovered boatlifts are allowed.

(b) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), THEN pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(c) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent (including seagrass, tidal freshwater SAV and emergent vegetation), THEN no design restrictions are required and boatlifts may include a cover.

c. A pile supported structure located within Johnson's seagrass critical habitat will be constructed to the following standards:

(1) If no survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, then seagrass is presumed present and the pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of

DEPARTMENT OF THE ARMY PERMIT: SPGP VI-R1

Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11) with the sole exception of the number of allowable boat lifts. For the purposes of this permit, two uncovered boatlifts are allowed.

(2) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is absent and the project is

(a) A dock replacement in the same footprint, no design restrictions are required.

(b) A new dock or dock expansion THEN pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

(3) If a survey is performed in accordance with the methods described in the Procedure section of this document, section I.3, and SAV is present (including seagrass, tidal freshwater SAV and emergent vegetation), then pile-supported structure must comply with or provide a higher level of protection than, the protective criteria in the joint U.S. Army Corps of Engineers'/National Marine Fisheries Service's "Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation (SAV), Marsh or Mangrove Habitat" U.S. Army Corps of Engineers/National Marine Fisheries Service updated November 2017 (Attachment 11). For the purposes of this permit, two uncovered boatlifts are allowed.

25. North Atlantic Right Whale. The attached North Atlantic Right Whale Information Form (Attachment 30) describes the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales. The FDEP or Designee will attach the North Atlantic Right Whale Information Form to their authorizations for any dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of an inlet that leads to areas within the known range of North Atlantic right whale. These zones, with an 11 nm radius, are described by the North Atlantic Right Whale Educational Sign Zones, Attachment 7 (from Section 2.1.1.4 of JAXBO, pages 31 and 32, inclusive). (Reference JAXBO PDC A2.4).

26. Educational Signs. For commercial, multi-family, or public facilities, and marine

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events, signs must be posted as described below (Reference: These replicate JAXBO PDCs A.2.2 and A.2.2.1 to A.2.2.3., inclusive, within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, starting on page 112.):

a. For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at: (<https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>). The signs required to be posted by area are stated below: <https://www.fisheries.noaa.gov/southeast/consultations/protected-species-educational-signs>

(1) All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine mammal stranding networks and smalltooth sawfish encounter database.

(2) Projects within the North Atlantic right whale educational sign zone shall post the Help Protect North Atlantic Right Whales sign.

(3) On the east coast of Florida, projects located within the St. Johns River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.

27. Monofilament Recycling Bins. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided as described below (Reference: The below replicates PDC A.2.3 within the table PDCs Specific to Activity 2 - Pile Supported Structures and Anchored Buoys, the PDC itself on page 113 of the JAXBO.):

a. For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:

(1) Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.

(2) Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.

28. Lighting for docks installed within visible distance of ocean beaches. If lighting is necessary, then turtle-friendly lighting shall be installed. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website: <http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/>

(Reference: JAXBO PDC A2.8.).

29. Construction Location. Project construction shall take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited (Reference: JAXBO PDC A2.9.).
 30. Aids to Navigation (ATONs). ATONs must be approved by and installed in accordance with the requirements of the U.S. Coast Guard (i.e., 33 C.F.R., chapter I, subchapter C, part 66, Section 10 of the Rivers and Harbors Act, and any other pertinent requirements) (Reference: JAXBO PDC A2.5.).
 31. Aids to Navigation (ATONs) in Acropora critical habitat. The distance from ATONs to ESA-listed corals and Acropora critical habitat (Attachment 20) shall ensure there are no impacts to the corals or the essential feature of Acropora critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit the contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom (Reference: JAXBO PDC A2.10.).
 32. Within Loggerhead sea turtle critical habitat (Reference: JAXBO PDC A2.15.):
 - (1) ATONs (pile-supported and anchored buoys) are allowed in nearshore reproductive habitat of the Northwest Atlantic Distinct Population Segment (NWA DPS) of loggerhead sea turtle critical habitat.
 - (2) No other pile-supported structures are allowed in nearshore reproductive habitat.
- Special Conditions for *Derelict vessels***
33. Visual confirmation (e.g., divers, swimmers, and camera) will be completed prior to removal to ensure that the item can be removed without causing further damage to aquatic natural resources.
 34. Coral. If an item cannot be removed without causing harm to surrounding coral (ESA listed or non-listed), the item will be disassembled as much as practicable so that it no longer can accidentally harm or trap species.
 35. Monofilament debris will be carefully cut loose from coral (ESA listed or non-listed) so as not to cause further harm. Under no circumstance will line be pulled through coral since this could cause breakage of coral.
 36. Marine debris removal methods. Marine debris shall be lifted straight up and not be dragged through seagrass beds, coral reefs, coral, or hard bottom habitats. Trawling

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also cannot be used as a means of marine debris removal. Debris shall be properly disposed of in appropriate facilities in accordance with applicable federal and state requirements.

37. An absorbent blanket or boom shall be immediately deployed on the surface of the water around any derelict vessel to be removed if fuel, oil, or other free-floating pollutants are observed during the work.

Special Conditions for Scientific Devices

38. Aquatic Life Passage. The scientific survey device, including any related equipment and anchors, shall not block access of species to an area. For example, the structures shall not prevent movement in or out of a river or channel.
39. Restoring Affected Area. No later than 24 months after initial installation or upon completion of data acquisition, whichever comes first, the measuring device and any other structure or fills associated with that device (e.g., anchors, buoys, lines) must be removed and the site must be restored to pre-construction conditions.
40. Preventing Device Relocation. The scientific survey device, including any related equipment and anchors, shall be inspected and any required maintenance performed at least twice a year and following storm events that may have moved or dislodged the structure to ensure that equipment and anchors are still in place and have not moved to areas containing ESA-listed corals.

General Conditions for All Projects:

1. The time limit for completing the work authorized ends on July 27, 2026.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form (Attachment 10) and forward a copy of the permit to this office to validate the transfer of this authorization.

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5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
4. Reevaluation of Permit Decision: This office may reevaluate its decision on this

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permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
 6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
 7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

1. **Request:**

Meeting Date: January 21, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR HIS DESIGNEE TO APPROVE STA NO. 8 IN THE AMOUNT OF \$182,340 WITH TETRA TECH UNDER RFQ-22-25-AD FOR UTILITIES PERMIT REVIEWS AND ANY ASSOCIATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Jeff Hauge, Community
Services Director, Frankie
Kropacek, Operations &
Compliance Director

5. **Background:**

The Town has historically utilized Tetra Tech for utilities permitting reviews and is seeking an additional supplemental task authorization for reviews for the 2024-2025 fiscal year.

Attachments:

1. Resolution 25-30, STA 8 Utilities Reviews
2. STA 8 Permit Review Utilities CY25

Financial Impact:

Not to exceed \$182,340

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison
Frankie Kropacek, Operations & Compliance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 1/8/2025
Approved - 1/8/2025
Approved - 1/14/2025
Approved - 1/15/2025
Final Approval - 1/15/2025

RESOLUTION NUMBER 25-30

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR HIS DESIGNEE TO APPROVE STA NO. 8 IN THE AMOUNT OF \$182,340 WITH TETRA TECH UNDER RFQ-22-25-AD FOR UTILITIES PERMIT REVIEWS AND ANY ASSOCIATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town currently has a professional services agreement with Tetra Tech Inc. through Town solicitation RFQ-22-25-AD; and

WHEREAS, the Town has historically utilized Tetra Tech, Inc for utilities permit reviews; and

WHEREAS, the Town is in need of licensed engineers and professional services to conduct needed utilities permit reviews; and

WHEREAS, the Town has executed a previous Supplemental Task Authorization for these reviews and is now in need of an additional Supplemental Task Authorization to be approved by the Town Council due to the total not to exceed amount; and

WHEREAS, Tetra Tech, Inc. has provided Supplemental Task Authorization and replace it with Supplemental Task Authorization #8 under the current RFQ-22-25-AD professional services agreement, which will allow for the continuance of permit review work associated with this project; and

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

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

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

Section 2. The Town Council hereby approves the Supplemental Task Authorization #8, a copy of which is attached to this Resolution as “Attachment A”.

Section 3. This resolution will take effect immediately.

The foregoing Resolution was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put to a 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 21st of January 2025 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 January 2025.

TOWN OF FORT MYERS BEACH SERVICE AGREEMENT

SUPPLEMENTAL TASK AUTHORIZATION NO. 8

CONTRACT/PROJECT NAME: Permit Review – Utilities – CY 25

CONSULTANT: Tetra Tech, Inc. PROJECT NO.:

SOLICIT NO.: RFQ-22-25-AD CONTRACT NO.: 22-25-AD

REQUESTED BY: Utilities DATE OF REQUEST: 1/8/2025

PURCHASE ORDER NUMBER:

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

EXHIBIT "A" SCOPE OF PROFESSIONAL SERVICE: DATED: 1/10/2025

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: 1/10/2025

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: 1/10/2025

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTOR(S): DATED: 1/10/2025

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

RECOMMENDED:

TOWN APPROVAL:

By:
Department Director Date

By:
Town Manager Date

By:
Finance Department Date

ACCEPTED: Tetra Tech, Inc.

By:
Contracts Manager Date

By:
Consultant/Provider Date

Date to Proceed: 4/1/2025

Cost of STA:

Completion Due Date: 12/31/2025

N.T.E. \$182,340

SCOPE OF PROFESSIONAL SERVICES FOR

STA No. 8: Permit Review – Utilities – CY 25**Overview**

The following services will be provided by Tetra Tech, Inc.:

The Town of Fort Myers Beach (TOWN) performs most public services in house. However, the TOWN must sometimes supplement its staff with professional engineering consultants to perform certain specialized tasks. The Utilities Department presently needs professional assistance reviewing various types of permit applications associated with land development and right-of-way construction activities. The Utilities Department is also in need of occasional assistance with utility coordination on FDOT projects along Estero Boulevard. The TOWN desires to utilize the CONSULTANT to provide these specialized services on an as-needed basis for permit reviews assigned to the Utilities Department.

The scope of services below has been developed to cover a range of potential services for the Utilities Department on an as-needed basis. These services are not intended to be exclusive but cover a range of potential efforts based on previous experience. As additional services not listed are requested, to the extent that the CONSULTANT can provide those services (either directly or through a third party subconsultant), they will also be included.

Compensation will be based on the actual effort spent by the CONSULTANT to perform each assigned task. Assignments not commensurate with the level of effort anticipated in the project budget and schedule will require a separate Supplemental Task Authorization (STA).

Task 1: Permit Review – Utilities

The CONSULTANT will perform the following and related as-needed services at the request of the TOWN:

- Permit reviews assigned to the Utilities Department for proposed development and right-of-way construction activities;
- Review and interpretation of TOWN codes, standards, and comprehensive plan;
- Review permit applications to identify any conflict with planned improvements to the TOWN's water and stormwater systems;
- Prepare water service availability letters; and
- General consultation, including participation in meetings, preparation of brief reports, and other advice and counsel to the TOWN as may be requested.

Task 2: PWS Distribution Capacity Verification

Upon request, the CONSULTANT will review the TOWN's potable water distribution system model to evaluate hydraulic capacity for new developments during the development review process. In accordance with the TOWN's "system size computation" standards, the CONSULTANT will enter the development's average daily demand provided by the TOWN into the closest model network node, apply a peak factor of 3.5, and determine the available fire flow based on a minimum residual pressure of 20 psi at all model network nodes. Typical assignments under this task are estimated to require 2-4 hours each. Larger or complex developments may require additional effort. The CONSULTANT will notify the TOWN when an assignment is anticipated to exceed 4 hours before commencing work. As the exact need for capacity

verification services is unknown, work on this task would end if the budget is exhausted, and a new STA or STA modification would be required to resume work.

Hourly Breakdown

Cost of STA is based on the following labor assumptions:

Task 1: Permit Review – Utilities

Personnel	Hourly Rate	Hours	Cost
Sr Project Manager	\$300	216	\$64,800.00
Sr Engineer 2	\$275	0	\$0.00
Sr Engineer 1	\$245	411	\$100,695.00
TOTAL		627	\$165,495.00

Task 2: PWS Distribution Capacity Verification

Personnel	Hourly Rate	Hours	Cost
Sr Project Manager	\$300	24	\$7,200.00
Sr Engineer 2	\$275	3	\$825.00
Sr Engineer 1	\$245	36	\$8,820.00
TOTAL		63	\$16,845.00

COMPENSATION AND METHOD OF PAYMENT FORSTA No. 8: Permit Review – Utilities – CY 25Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Basis of Compensation (LS or NTE)	If Applicable, Indicate WIPP
1	Permit Review – Utilities	\$165,495.00	NTE	WIPP
2	PWS Distribution Capacity Verification	\$16,845.00		
TOTAL		\$182,340.00	NTE	

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated January 10, 2025, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated January 10, 2025, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR

STA No. 8: Permit Review – Utilities – CY 25

Consultant or Sub-consultant Name: Tetra Tech, Inc.
 (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Schedule of Hourly Rates included as Attachment No. 1 to Exhibit B of the CONSULTANT's Professional Services Agreement (RFQ-22-25-AD)			

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

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

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

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR

STA No. 8: Permit Review – Utilities – CY 25

Consultant or Sub-consultant Name: Tetra Tech, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Items as directed by the TOWN	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: NTE indicates Not-To-Exceed

TIME AND SCHEDULE OF PERFORMANCE FOR

STA No. 8: Permit Review – Utilities – CY 25

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

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
1	Permit Review – Utilities	274*	274*
2	PWS Distribution Capacity Verification	274*	274*
	*Ending 12/31/2025 (Q1-Q4 CY 25 only)		

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

STA No. 8: Permit Review – Utilities – CY 25

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:
(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No
	none		

1. **Request:**

Meeting Date: January 21, 2025

Town Council approval of the 2025 Florida Legislative Appropriation Requests

Why the action is necessary:

Completes the approval process for submission to the State.

What the action accomplishes:

Provides the Town's lobbyist, officials, and staff with clear direction and requests for this upcoming legislative session.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Andy Hyatt, Town Manager,
Jason Freeman, Deputy Town
Clerk / Legislative Liaison

5. **Background:**

The Town Council discussed this year's legislative requests at their January 8, 2025 Town Council Meeting and authorized staff and the Mayor to continue with the request process.

The final requests are being brought before the Town Council one more time as requested by Town Council before submittal to the State.

Attachments:

Financial Impact:

6. **Alternative Action**

Do not approve as is and provide alternatives.

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
Andy Hyatt, Town Manager

Created/Initiated - 1/10/2025
Approved - 1/14/2025
Approved - 1/15/2025
Final Approval - 1/15/2025

1. **Request:**

Meeting Date: January 21, 2025

Town Council approval of a recurring special event for yoga classes at the following locations: Bayside Park, Mound House, Fort Myers Beach Library and Bay Oaks Recreation Center (once opened)

Why the action is necessary:

Ordinance 16-03 Sec 22-(G)

What the action accomplishes:

If approved, waive the fees requested by applicant and allow for a reoccurring special event.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Jeff Hauge, Community
Services Director

5. **Background:**

Yoga with Anne has submitted a special event application to have recurring yoga classes at the following locations. Bayside Park, Mound House, Fort Myers Beach Library and Bay Oaks Recreation Center (once opened). The Fort Myers Beach Library will also need to approve the use of their facility listed within the application. This special event application does not currently have an end-date included, and anticipated approximately 5-15 participants at each event.

As the application involves a recurring event and request for the waiving of parking fees, Town Council approval is required.

Attachments:

1. Yoga Special Event Application

Financial Impact:

Potential loss of fees per fee schedule.

6. **Alternative Action**

Deny some or all of the requests from the applicant.

7. **Management Recommendations:**

8. **Recommended Approval:**

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

Created/Initiated - 1/9/2025
Approved - 1/15/2025
Approved - 1/16/2025
Approved - 1/16/2025
New -



Town of Fort Myers Beach

Special Event Application Checklist

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

☒ A **completed** application is to be turned in 45 days **prior** to the event or a \$5.00 per day cost will be added to the permit cost. You need to submit application to FMB Fire and LSCO.

☒ All necessary department approvals – an application is not considered completed until all approvals have been turned in to Town Hall.

☒ If Town Council action is required the **completed** application must be turned in 60 days prior to the event in order to get put on the Council agenda to be brought forth to Council, also any application turned in after the 60 days a 10% additional charge to the permit will be added.

☒ Detailed description of entire event including set up and breakdown

☒ Letters of permission if using someone else's property for event.

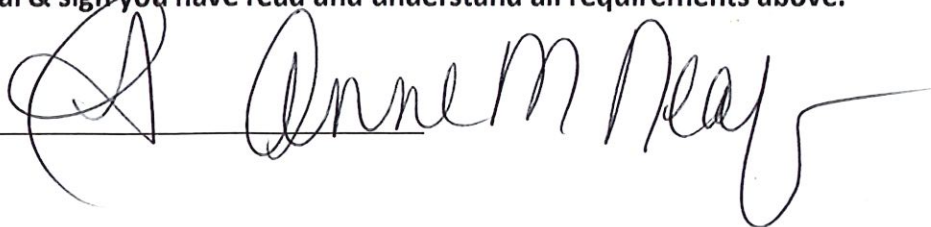
☒ Site plan – marked off with placement of objects (chairs, tables, tents, etc.)

☒ Parking Plan – if applicable

☒ Liability Insurance (\$1 million each occurrence and \$2 million general aggregate) naming the Town of Fort Myers Beach as certificate holder

☒ A copy of the 500 foot notification letter for any amplification along with the mailing list

You must initial & sign you have read and understand all requirements above.





Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931

Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

Town of Fort Myers Beach

DEC 12 2024

Name of event

Yoga With Annie

Attach separate sheet of paper with detailed description of event

Received by: _____

Date(s) and times of event

TBD - Ongoing

Address of event

Bay Oaks, Bayside Park, Beach, Library

Expected # of participants/attendees

5-15?

Mound House

Sponsoring Organization

Organization address

125 Pearl St. Ft. Myers Beach, FL 33931

Contact Person/Phone#

716-907-0219 Anne Neaf

E-mail

anne.neaf@gmail.com

Amplified Music

Y ☐ N ☒

500 Ft Notifications

Copy of Letter

Renting Town Property

Y ☒ N ☐

Renting Parking Spaces

Y ☐ N ☒

How many Spaces?

Y

How many hours

Y

Extension of Premises?

Y ☐ N ☒

ABT Form

How many days?

(Over 3 days needs

to go to Council)

Letters of Permission to use Property

X

Letters of Permission to use Parking

X

Parking Plan

Site Plan

X

Insurance

Yes

(Naming Town of FMB as Certificate Holder)

Requesting Water

Y ☐ N ☒

Electric

Y ☐ N ☒

Requires Council Approval:

Waiver of open container

Y ☐ N ☒

Waiver of Town parking fees

Y ☐ N ☐

might be nice?

Waiver of Noise Ordinance

Y ☐ N ☒

Recurring Event

Y ☒ N ☐

Applicant Signature

Anne M Neaf

Printed Name

Anne M. Neaf

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

Applicant to Complete:

Company managing trash removal: _____

No. of dumpsters: _____ Type of dumpsters: _____

Who is responsible for clean-up and payment: _____

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

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

Approval: _____ Date: _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

Approval: _____ Date: _____

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

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

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

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer

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

Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

Check list: Application _____ **Site Plan** _____ **Description** _____

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

Turtle Time Inc.: Eve Haverfield

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

Turtle Season is May 1 through October 31

Turtle Time remarks: _____

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

FORT MYERS BEACH FIRE DEPT

100 Voorhis Street • Fort Myers Beach, Florida 33931

Tel (239) 590-4210

Fire Guards: (how many?) _____

Fee: _____

Flammable Vegetation: _____

First Aid Equipment: _____

Fire Extinguishing Equipment: _____

Special Arrangements: _____

Print Name_____
Approval Signature_____
Date

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

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

Parking: _____

Deputies (how many?) _____

Traffic Control: _____

Fees: _____

Special Arrangements: _____

Print Name_____
Approval Signature_____
Date



Fort Myers Beach Fire Control District

Life Safety Branch

100 Voorhis Street · Fort Myers Beach, Florida 33931

Phone (239) 590-4210 • Email: prevention@FMBFirefl.gov

Special Events Application and Guidebook

Event Type:

☒ Small Outdoor/Indoor Event	☐ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: 12-12-24		Date of Event: January - May 2025
Location: Bay Oaks / Library / Mound House / Beach / Bayside October - December 2025		
Event Start Date/Time: 9 or 10 am		Event End Date/Time: 10 or 11 am
Setup Date: _____	Setup Time: _____	Inspection Time: _____
Event Sponsor: _____		
Sponsor Contact: _____	Sponsor Phone #: _____	Sponsor Email: _____
Anticipated Number of Attendees: 5-15?	Anticipated Number of Event Workers: _____	
Will there be carnival or mechanical rides: _____	Number of Stages: _____	
Total Number of Vendors: _____	Total Number of Hot Food Vendors: _____	
Number of Tents larger than 20 x 20: _____	Number of 10 x 10 Tents: _____	

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

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

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

Applications shall include the following:

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

Anne M Neaf	Anne M Neaf
Submitting Party Name (Print)	Submitting Party Name (Sign)
Date: 12-12-24	

OUTDOOR FESTIVAL and SPECIAL EVENT GUIDEBOOK

The purpose of this guidebook is to establish responsibilities for event promoters, sponsors, and vendors.

Event Sponsor: The Event Sponsor assumes overall responsibility for overseeing the setup and activities of the event, and ensures compliance with all applicable fire and life safety codes.

The Event Sponsor shall:

1. Ensure completion and approval of all required permits from the Fort Myers Beach Fire District, Town of Fort Myers Beach and/or Lee County.
2. Provide a site plan to the FMBFD with the following information:
 - a. Name of all streets and areas that are included in the event.
 - b. Location(s) of fire lanes (minimum 20 feet) width.
 - c. Location of all stages, non-food booth vendors, food vendors, and all displays. Provide details for cooking operations and displays that use heat-producing appliances.
 - d. Identify all emergency exits.
 - e. Identify any fire hydrants that are in the vicinity of the event.
 - f. A list of all food vendors with the type of food and cooking method is required.
 - g. Event Sponsor is responsible for distributing a copy of the Fire District's requirements to the hot food vendors.
 - h. Event radios (if used) shall be provided with a list of assigned channels.
 - i. **PARADE FLOATS:** Refer to float inspection/checklist provided on page 6 of this document.

Event Vendors: Event Vendors are responsible for the safe operation of their booth, display and/or attraction. All vendors shall coordinate with the Event Sponsor on the event setup, take down times, and ensure their setup complies with the following:

1. Fire lanes, fire department connections, and building access is clear and unobstructed.
2. Be prepared, at any time, for a fire inspection and correct any cited deficiencies prior to event start time.
3. Shall ensure all fire and life safety code requirements are maintained for the duration of the event.

Fire Department Special Event Staff: FMBFD staff will conduct an inspection on the special event prior to the scheduled start day and time. If required, correction notices shall be issued and a follow-up inspection will be required prior to opening. Fire inspections will include, but is not limited to, the following:

1. Hot food vendors – cooking operations, setup, extinguishing systems, fire extinguishers.
2. Fire Department Access – minimum 20 foot width; vertical clearance of 13.5 foot.
3. Access to fire hydrants, fire department connections, fire alarm panels, and command centers.
4. Event egress – accessible exits, required signage.
5. Rides and displays – inspect for safety and proper state certification tags.
6. Generators and propane tanks – location of fuel, stable base provided.
7. Stages – location of stage setup, extension cords used, fire extinguisher provided.
8. Non-Food vendors – setup, required fire extinguisher provided operations.
9. Beer and wine gardens – setup, exits marked, required fire extinguisher provided.
10. Pyrotechnic displays and open flame effects. **REQUIRES SEPARATE PERMIT** – Refer to permit application/checklist provided on page 8 of this document.

Pyrotechnic Displays and Open Flame Effects: Pyrotechnic displays require a separate permit from the FMBFD. Refer to permit application and checklist provided on page 7 of this document. The FMBFD shall review all open flame and theatrical flame effects. Open flame effects shall include, but are not limited to the following:

1. Fire dancing
2. Stage props and effects
3. Fire eating
4. Magic acts

Access for Fire Apparatus: During large events, it is important to maintain access points for apparatus. This includes not only fire trucks for suppression, but also other emergency vehicles including medical units. To ensure a safe event, all fire access requirements shall be enforced at all times.

Access through the event shall include the following:

1. A designated fire lane, no less than 20 feet wide with a vertical clearance of no less than 13.5 feet.
2. Access roads that exceed 150 feet with no exit, shall be provided with a means to turn around. A FMBFD representative shall approve all turning radiuses.
3. Any designated fire accesses shall be clearly identified with signage indicating "Fire Access – No Parking".

Access to Structures: Access to structures and walkways shall be provided as required by FMBFD. Identified access points shall be reviewed at the time of permit submittal and may vary depending on the building and the venue. Access to the following shall be required:

1. All exterior doors and openings
2. Fire control rooms
3. Fire pump rooms
4. Parking structures
5. Exterior utility distribution vaults

Access to Water Supplies: Event Sponsors, Vendors, and all other event staff shall be required to maintain a 15-foot clearance around all fire hydrants and other water supply connections. If a setup is found to be blocking access to water supplies the set-up shall be immediately relocated. Access to the following shall be maintained at all times:

1. Fire Hydrants
2. Fire Department Connections
3. Post indicator valves – fire backflows – OS&Y valves

Event Egress: This section shall apply to two (2) types of events:

1. Fenced events – commonly located in parks or other large open areas.
2. Blocked streets – commonly done at events where main streets and cross streets are closed.

Fenced Events: These events typically take place in a park or other large open area where the designated area for the event is closed off by temporary fencing.

1. The number of exits shall be in addition to what is defined as the main entrance of the event. Three (3) exits shall be provided when the site accommodates 1,000 to 3,000 attendees and four (4) exits shall be provided when the site accommodates more than 3,000 attendees.
2. Exits shall be spaced equally along the perimeter of the fence. The maximum travel distance between exits shall not exceed 400 feet of travel. Additional exits shall be added, if needed.
3. The width of exits on temporary fencing shall be no less than 48 inches or approximately one (1) panel width.
 - A. A member of security shall staff every exit. The security provider shall be able to provide a gate assignment roster upon request.
4. Emergency exits shall be marked by one (1) of the following:
 - A. Exit signs shall have a white background with contrasting red letters.
 - B. Exit signs shall measure, at a minimum, 18 inches x 24 inches.
 - C. Sign letters shall measure 12 inches in height.
 - D. Signs shall be placed at the top center of exit panels.

Blocked Streets: Some events will require that main or cross streets be blocked from vehicular traffic. These types of closures shall account for fire and emergency vehicles and public egress.

1. Exits shall be located at each end of any street closure. Cross streets shall also have emergency exit access.
2. A fire lane, no less than 20 feet wide and no less than 13.5 feet high, shall be maintained as designed by FMBFD.

TENTS, CANOPIES and TEMPORARY MEMBRANE STRUCTURES

Tents and canopies used for occupancy and/or cooking operations are subject to a fire inspection.

Sources of Ignition: Smoking is prohibited in or around tents, canopies, and temporary membrane structures. “No Smoking” signs shall be clearly posted. Fireworks, open flames, and any other device that is capable of igniting combustible materials shall not be used in any area in or around tents, canopies, and temporary membrane structures as well as around any combustible material. **Propane heaters are not permitted inside any enclosed area.**

Applications for any tent, canopy, or temporary membrane structure shall include the following:

1. A site plan with the proposed location of the tent including measurements showing distances to surrounding buildings, and/or property lines. A minimum 20-foot separation and fire access is required.
2. Proposed floor plan of the tent, showing the location and number of exits, fire extinguishers, stages, seating arrangements, tables and, any other items.
3. Certificates of flame retardant shall be submitted with the application and should be the manufacturers’ documentation attesting to the certification.
4. Any cooking and/or open flames.
5. Heaters and ventilation.
6. Items specific to the event should be included for review.

FMBFD MAY REQUEST APPLICANTS TO SUBMIT A LIFE SAFETY EVALUATION ALONG WITH A SPECIAL EVENT APPLICATION. Life Safety Evaluation:

1. Name of event, participants, and projected number of attendees.
2. Access and egress movement, including crowd density problems.
3. Medical emergency mitigation plan.
4. Fire hazards.
5. Permanent and temporary structural systems.
6. Severe weather mitigation plan.
7. Civil or other disturbances mitigation plan.
8. Mitigation plan for a hazardous material incident within or near the facility.
9. Relationships among facility management, event participants, emergency response agencies, and others that have a role in the events taking place in the facility.
- 10.

Please ensure that all items are addressed, any missing and/or incomplete evaluations will result in a delay and/or denial of the submitted application.

TENT INSPECTION CHECKLIST

☐	Fire extinguishers shall be provided by each vendor with a current state inspection tag from a licensed contractor. (Minimum size permitted is 2A:10BC). Operations conducting deep-frying shall have a K Class fire extinguisher with a current state inspection tag.
☐	Propane tanks shall be installed not less than 5 feet from tents, properly secured, and identified.
☐	“No Smoking” signs shall be clearly posted.
☐	Tents larger than 10x10 shall have the manufacturer’s flame retardant tag affixed and visible.
☐	Cooking under tents will be permitted ONLY when a manufacturer’s flame retardant tag is affixed to the tent, the tent is not enclosed (on any side), and only persons preparing food are permitted under the tent. Any size tent that fails to have the affixed flame retardant tag may not be used to cook under.
☐	Heavy duty <u>grounded type only</u> extension cords may be used. Wiring shall not be frayed, damaged, or spliced.
☐	Temporary lights or lamps may be used, but must be UL Listed. Wiring shall not be frayed, damaged, or spliced.
☐	Exit signs and/or emergency lights (if required) must be clearly visible.
☐	Occupant load sign (if required) must be clearly visible.
☐	Tents shall not obstruct any fire department access.

Please be advised that FMBFD inspects tents for the safety of all parties involved. These are minimum safety requirements and all parties must be in compliance.

HOT FOOD VENDOR REQUIREMENTS

The use of food booths or food trucks is regulated by FMBFD. These requirements shall apply to single vendors, freestanding booths, and food trucks. Cooking within tents containing seating is subject to additional requirements. All food vendors are subject to inspection prior to the start of the event. *Failure to comply with the following regulations may result in closure until compliance is met.*

Flame Retardant Requirements: All sidewalls, drops, and tops of tents and canopies, shall be of flame resistant material or treated with a flame retardant application as recommended by the manufacturer.

Portable Fire Extinguishers: Each food booth shall have, at a minimum, one (1) – 2A:10BC fire extinguisher with a current state inspection tag from a licensed contractor. If there will be any deep fat frying or cooking that produces grease-laden vapors, a Class K fire extinguisher with a current state inspection tag from a licensed contractor, shall be provided in addition to the ABC type.

Vendor Location: Food booths shall have a clearance of at least 20 feet on two (2) sides. The booth shall not be located within 10 feet of any rides or devices. Cooking that produces sparks and/or grease-laden vapors shall not be conducted within 10 feet of a structure or combustible overhang.

Cooking Appliances: Any cooking appliance used shall be listed for its intended use.

1. Deep fat fryers are not permitted to be used under tents and shall be located at least 18 inches from the outside wall of the tent. If a fryer is to be used in conjunction with a Barbeque (BBQ), it shall be at least three (3) feet away from the BBQ. Use of fryers also requires a Class K fire extinguisher as outlined above.
2. BBQ's are not permitted to be used in food booths. In addition, any fuels are to be kept at least 10 feet away from any heat source. BBQ's that are in use shall be located at least 10 feet from a structure, combustible materials, and overhangs. BBQ's and other open flame devices located outside of a structure, shall be secured from falling and kept away from contact by the public.

Smoking: Smoking is prohibited at all times within food booths, or within 25 feet of any fuel source.

Generators: Generators shall be located a minimum of 20 feet from tents or canopies and isolated from the public by a means approved by the FMBFD.

1. Flammable liquid filled equipment shall not be used within temporary membrane structures, tents, or canopies.
2. Flammable and combustible liquids shall be stored outside and in approved/marked containers. Containers shall be located no less than 50 feet from temporary membrane structures, tents, or canopies.
3. Refueling shall be performed in an approved location not less than 20 feet from temporary membrane structures, tents, or canopies. **Refueling of hot generators is not permitted.**
4. A 2A:10BC fire extinguisher with a current state inspection tag is required for any operation with a generator.

Fuel: Fuel tanks (LPG) shall be stored outside of the structure. The tanks shall be secured (to prevent tipping) and located away from any public contact. The size of the tank is restricted to 25 pounds, unless prior approval is received from the FMBFD. Propane tanks, fittings, and hoses will be checked to ensure there are no leaks.

FLOAT INSPECTION CHECKLIST

It is recommended that owners and/or operators be advised of their compliance with these regulations.

☐	Exhaust pipes on vehicles shall not come in contact with anything flammable on floats.
☐	Exhaust pipes shall be kept clear allowing for proper ventilation of fumes and preventing a carbon monoxide hazard.
☐	All dried vegetation, or similar items being used shall be fire resistant or treated with fire retardant materials. Documentation shall be forwarded to FMBFD for review.
☐	No smoking is permitted on or around any floats.
☐	No re-fueling of generator while generator is running or hot.
☐	All generators shall be secured and provided with a shut-off switch that is easily visible and accessible.
☐	Gasoline containers shall be UL listed type safety cans.
☐	All pull behind trailers and floats shall be equipped with a 2A:10BC fire extinguisher with a current state inspection tag from a licensed contractor. The fire extinguisher shall be mounted so that it is visible and easily accessible.
☐	All seating shall be properly secured to float.
☐	Trailer hitches shall be secured in the locked position by a tie strap or bolt.
☐	Trailers must have safety chains attached to tow vehicle.
☐	All extension cords shall be listed and approved for outdoor use.

Please remember that this list is subject to change and additional fire and life safety requirements may be required.

PYROTECHNICS PERMIT APPLICATION

Please be advised that application must be filed at least 30 days prior to the scheduled event. All permit fees must be paid prior to approval. Permits are non-transferable.

Date of Application: _____

Sponsoring Organization: _____

Phone/Emergency Contact Number: _____

Applicant/Company Name: _____

Phone/Emergency Contact Number: _____

Name and Address of technician: _____

Name(s) of assistants: _____

A copy of the technician's driver's license must be included along with a resume and three (3) references. Please include a copy of all assistants' drivers' licenses indicating they are a minimum of 18 years of age.

Date, Time and expected length of show: _____

Location of Display: _____

(Attach aerial site map showing required fall out and safety zones)

DISCHARGE DETAILS: Displays are only permitted to be electronically fired. Please provide detail on quantity, size, type, number of bursts (single/multiple) as well as a description of the display in the space below:

QTY	Size	Type	# of burst	Description of Display

The following documents/information must be submitted along with completed application:

1. Event Itinerary
2. Security/Fire Watch Agreement (if required)
3. Coast Guard Application and Approval Letter (if required)
4. FAA Application and Approval Letter (if required)
5. Aerial Site Plan indicating minimum setbacks/required radius, per NFPA Standard

Notification shall be given prior to the Life Safety Division arriving at the site with transport vehicle. Final approval is subject to an onsite inspection. The FMBFD reserves the right to deny or revoke any permit for unsafe conditions, acts, or non-compliance with provisions of applicable standards. Shows may be cancelled or delayed based on changes in weather or other conditions as deemed necessary by the onsite Life Safety Division representative.

12-12-24

- Requesting a permit for a Recurring Special Event - Yoga Classes.
- Bayside Park & The Beach are the only currently available locations - Mound House, Library & Bay Oaks are currently closed but that will change.
- ~~★ MAY BE ★~~ - 9 or 10 AM Bayside Park on Wednesday or Friday
 - 9 or 10 AM on the Beach (near Access 30 but also others)
- ★ - things change - it's not season yet - other locations may become Available
- ★ NO SET UP or TEAR DOWN
- ★ Music is a little speaker, mostly jazz, no lyrics
- ★ Flexibility for pop-up class set is needed for the beach ONLY.

Anne M. Neaf 716-907-0219



ANNENEA-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2023

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

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

PRODUCER	Alliant Insurance Services, Inc. Barry Peters 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Christine So		
		PHONE (A/C No. Ext): (855) 827-9642	FAX (A/C No.): (703) 563-1510	
		E-MAIL ADDRESS: yoga-questions@alliant.com		
INSURED	Anne Marie Neaf 125 Pearl St Fort Myers Beach, FL 33931	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Lloyd's of London		AA1126609
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	☒		YOGAI419238-8	3/29/2024	3/29/2025	EACH OCCURRENCE	\$ \$1,000,000
	☒ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 2,500
							PERSONAL & ADV INJURY	\$ INCLUDED
							GENERAL AGGREGATE	\$ \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ \$2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC							\$
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	☐ EXCESS LIAB						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	OTHER Professional (E&O) Liability	☒		YOGAI419238-8	3/29/2024	3/29/2025		\$1,000,000
A	Professional (E&O) Liability	☒		YOGAI419238-8	3/29/2024	3/29/2025		\$2,000,000

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

THIS CERTIFICATE SERVES AS EVIDENCE OF PROFESSIONAL (ERRORS & OMISSIONS) LIABILITY COVERAGE ONLY

Aggregate Limit of Liability for all coverages set forth above: \$2,000,000

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Barry Peters

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