Fort Myers Beach Town Council

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

Agenda **Monday, February 3, 2025** **9:00 AM**

ORDER OF BUSINESS

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

V. PUBLIC COMMENT

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

A. Cultural and Environmental Learning Center Advisory Board (CELCAB)
Appoint a new member to the FY2024-2025 Cultural and Environmental Learning Center Advisory Board (CELCAB)

VIII. APPROVAL OF MINUTES

A. Town Council - October 28, 2024

B. Town Council - January 21, 2025

IX. CONSENT AGENDA

A. Resolutions 25-32 through 25-35; Extension of Local Emergency - Hurricane Ian
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING AND EXTENDING THE PROCLAMATION THAT A STATE OF LOCAL EMERGENCY EXISTS BECAUSE OF THE CATASTROPHIC IMPACTS CAUSED BY HURRICANE IAN; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER ERRORS, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Resolutions 25-36 through 25-39; Extension of Local Emergency - Hurricane Idalia
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE

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

C. Resolutions 25-40 through 25-43; Extension of Local Emergency - Tropical Storm Debby

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

D. Resolutions 25-44 through 25-47; 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.

E. Resolutions 25-48 through 25-51: 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.

X. ITEMS REMOVED FROM CONSENT AGENDA

XI. PUBLIC HEARINGS

A. Ordinance 24-35; DCI20230090, Pink Shell Resort CPD

Second 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.

B. Resolution 25-55; VAR20240233, 1479 Estero Blvd. (Lani Kai)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE VAR20240233: 1) A VARIANCE TO REMOVE REQUIRED PARKING ASSOCIATED WITH THE USE OF THE LOT AS A 25-UNIT HOTEL/ MOTEL; 2) A VARIANCE TO REMOVE SITE DESIGN REQUIREMENTS SUCH AS PROVIDING LIGHTING FOR VEHICLE AND PEDESTRIAN USES, TURN-AROUND AREA SUFFICIENT TO ALLOW 90-DEGREE PARKING AT THE END OF A ROW, THE ABILITY TO TURN-AROUND AND EXIT THE LOT IN A FORWARD ORIENTATION, STACKING REQUIREMENTS, ADDITIONAL DRAINAGE AND PARKING LOT LANDSCAPE REQUIREMENTS AS DESCRIBED IN SEC. 10-416(C); 3) A VARIANCE TO REMOVE REQUIREMENTS WHICH LIMIT DRIVEWAY WIDTHS TO A MAXIMUM OF 25-FEET; AND 4) A VARIANCE TO ALLOW INTERNAL AISLE WIDTH FOR TWO-WAY TRAFFIC BE NO LESS THAN 22-FEET IN WIDTH. FOR THE PROPERTY LOCATED 1479 ESTERO BLVD.; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution 25-28; SEZ20240186, 1479 Estero (Lani Kai)

(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.

D. Special Exception for 163 Old San Carlos

A six-month review of approved resolution 23-87 for special exception SEZ20230126 that allows temporary outdoor consumption on premises with retail use at 163 Old San Carlos Boulevard.

XII. ADMINISTRATIVE AGENDA

A. Resolution 25-53, Ratifying Conidaris Emergency Road Repairs Due to Water Main Break

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN DECEMBER 3, 2024, UNDER THE EMERGENCY PROCUREMENT POLICY TO ENTER INTO AN AGREEMENT WITH CONIDARIS BUILDERS & GENERAL CONTRACTORS INC TO PERFORM EMERGENCY REPAIRS TO THE ROAD, CURBING, SIDEWALK AND DRAIN FIELD RESULTING FROM A WATER MAIN BREAK NEAR 3780 ESTERO BLVD; AUTHORIZING PAYMENT OF INVOICE #2985 IN THE AMOUNT OF $147,094.45; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Resolution 25-54, Earthview Second Amendment

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN AND EARTHVIEW, LLC FOR STORMWATER MAINTENANCE AND REPAIRS TO ADD GROUND PENETRATING RADAR SERVICES IN A NOT-TO-EXCEED AMOUNT OF $130,000.00; AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT BY THE TOWN MANAGER; AND PROVIDING AN EFFECTIVE DATE.

C. 25-56, AIM Arches Hotel Traffic Impact Statement Review, Phase 5 (RFQ-22-25 STA #2)

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. 2 IN THE AMOUNT OF $20,085.30 WITH AIM ENGINEERING AND SURVEYING, INC. UNDER RFQ-22-25-AD FOR ARCHES HOTEL TRAFFIC IMPACT STATEMENT REVIEW, PHASE 5 AND ANY ASSOCIATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Persaud Properties FL Investments, LLC Escrow Release

Authorize the Town Manager to sign a release directing the return of a $500,000 Letter of Credit to Persaud Properties FL Investments LLC, pursuant to the terms of a Code Enforcement Settlement Agreement dated December 27, 2023 between the Town of Fort Myers Beach and Persaud Properties FL Investments LLC.

XIII. FINAL PUBLIC COMMENT

XIV. TOWN MANAGER'S ITEMS

XV. TOWN ATTORNEY'S ITEMS

A. Settlement Agreement

XVI. COUNCILMEMBERS ITEMS AND REPORTS

XVII. ADJOURNMENT

NOTE: THIS MEETING IS STREAMED LIVE ON YOUTUBE.

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

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

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

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-71**

1. **Request:**

Meeting Date: February 3, 2025

Appoint a new member to the FY2024-2025 Cultural and Environmental Learning Center Advisory Board (CELCAB)

Why the action is necessary:

What the action accomplishes:

Fills vacancy on Cultural and Environmental Learning Center Advisory Board

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS	Other	Amy Baker, Town Clerk

5. **Background:**

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

There is currently one vacancy on the Cultural and Environmental Learning Center Advisory Board. The Town has received an application from two island residents, Carolyn McKeown and Lorrie Wolf requesting appointment to the committee. The Council will make the appointment connsistent with its procedural rules.

Attachments:

1. McKeown, Carolyn - CELCAB
2. Wolf, Lorrie - CELCAB

Financial Impact:

6. **Alternative Action**

Do not appoint a new member and readvertise the vacancy

7. **Management Recommendations:**

8. **Recommended Approval:**

Eva Spychalski, Administrative Resources Coordinator	Created/Initiated - 1/22/2025
Amy Baker, Town Clerk	Approved - 1/22/2025
nancy stuparich, Town Attorney	Approved - 1/27/2025
Amy Baker, Town Clerk	Approved - 1/27/2025
Andy Hyatt, Town Manager	Final Approval - 1/27/2025

Town of Fort Myers Beach

JAN 22 2025

Received by:_____

Town of Fort Myers Beach

Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 01/20/25

Name: McKeown (Last) | Carolyn (First) | M (Middle initial)

Telephone Number: 706-202- 4564

Email Address: mckeown44@gmail.com

Home Address: 2532 Esero Blvd Apt 605, Ft Myers Beach, FL 33931

Mailing Address (if different from home address):

Are you currently serving on any of the Town's committees? Yes ○ No ◉

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ○ Anchorage Advisory Committee
- ○ Audit Committee *must attach resume
- ○ Bay Oaks Recreational Campus Advisory Board
- ◉ Cultural and Environmental Learning Center Advisory
- ○ Board Historic Preservation Advisory Committee
- ○ Local Planning Agency *must attach resume
- ○ Marine and Environmental Resources Task Force
- ○ Nuisance Abatement Board
- ○ Public Safety Committee

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ○ No ◉

Do you have unpaid fines or liens due the Town? Yes ○ No ◉

Are you a registered voter within the Town's jurisdiction? Yes ◉ No ○

Are you a resident within the Town's jurisdiction? Yes ◉ No ○

Are you an owner of real property within the Town's jurisdiction? Yes ◉ No ○

Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ○ No ◉

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

To serve the remainder of the unfinished term of Pat McKeown, due to his sudden death, and to perpetuate his interests and support of CELCAB and the Mound House.

Community Involvement:

Indirect support of the Mound House
Vice President of my condo board of directors

Interests / Activities:

Music, playing the piano, biking, hiking, reading, boating.
Volunteering for health related needs.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ○ No ◉

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed Carolyn M. McKeown Date 1/20/2025

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2731 Oak Street, Fort Myers Beach, FL 33931 Amy@fmbgov.com

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Office Use Only:

Appointed: Yes _____ No _____ DATE: _____

Carolyn M. McKeown
2532 Estero Blvd, Apt 605
Fort Myers Beach, FL 33931

I have been a resident of Ft Myers Beach since 2003 but owned property for several years prior. My background includes a Bachelor's degree in Nursing (BSN) and post certification. My last role was for 20 years in a public behavioral health system focusing on chronic Schizophrenics and community care/relapse prevention. I also developed and ran the research division of the center accommodating research for useful indications for already existing psychotropic drugs.

For the last 8 years before retiring in 2003, I coordinated the Medical Dept and managed two major programs for a 10 county region. I also served on the State of Georgia, Dept of Human Resources Institutional Review Board from 1998 until retiring in 2003.

Patrick McKeown was my husband of 57 years before his unexpected death on December 5, 2024. I now wish to honor him by at least serving the remainder of his term. My focus would be a continuation of his support to perpetuate a meaningful relationship between the Mound House and the Ft Myers Beach community, alike.

Our family includes two adult children, a daughter who is a university professor and a son who is a law enforcement agent.

For more information:

mckeown44@gmail.com
706-2024564

Town of Fort Myers Beach

Advisory Boards and Committees Application

Complete one form for each application/committee appointment. Your application will be a public record subject to disclosure on request.

Please type or print clearly. Do not leave blanks.

Today's Date: 01/14/25

Name: LORRIE (Last) | (First) | WOLF (Middle initial)

Telephone Number: (239) 357-7400

Email Address: ELLELOUP95@GMAIL.COM

Home Address: 21400 BAY VILLAGE DR UNIT 107, FMB, FL 33931

Mailing Address (if different from home address):

Are you currently serving on any of the Town's committees? Yes ○ No ◉

If yes, which committee(s)?

If yes, when is your term expiration?

I am applying for appointment to: (Check one)

- ○ Anchorage Advisory Committee
- ○ Audit Committee
- ○ Bay Oaks Recreational Campus Advisory Board
- ◉ Cultural and Environmental Learning Center Advisory
- ○ Board Historic Preservation Advisory Committee
- ○ Local Planning Agency
- ○ Marine and Environmental Resources Task Force Nuisance Abatement Board
- ○ Public Safety Committee

Town of Fort Myers Beach JAN 14 2025 Received by:

Have you been convicted of a felony, an offense involving moral turpitude while in office? Yes ○ No ◉

Do you have unpaid fines or liens due the Town? Yes ○ No ◉

Are you a registered voter within the Town's jurisdiction? Yes ◉ No ○

Are you a resident within the Town's jurisdiction? Yes ◉ No ○

Are you an owner of real property within the Town's jurisdiction? Yes ◉ No ○

Are you currently serving on a board, authority, committee or commission for another governmental agency? Yes ○ No ◉

If yes, what board, etc., and since when?

Why are you seeking appointment to this board or committee?

I have served on the CELCAB board previously. Due to Huricane Ian I did not reapply when my appointment expired. I am back on island want to serve again as the Mound House is very close to my heart.

Community Involvement:

I have lived on Fort Myers Beach for over 30 years full time and have served on CELCAB and LPA. I slso served on the Library Board for 16 years.
I also served on the Chamber board, Civic board, and other service organizations over the years.

Interests / Activities:

I enjoy walking on the beach, gardening, swimming, dancing, reading and travel.

You may attach a resume in addition to the above information.

Do you qualify for Special Exemptions per § 119.071(4)(d)3., F.S. Yes ○ No ◉

If yes, fill out Public Records Exemption Request form and submit with the application.

I swear or affirm that all information on this form is true and accurate.

Signed Bonnie Wolf Date January 14, 2025

Please return this form to the Town Clerk's Office, Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931 Amy@fmbgov.com

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Office Use Only:

Appointed: Yes _____ No _____ DATE: _____

Lorrie Wolf
21400 Bay Village Dr, Unit 107
Fort Myers Beach, FL 33931-4336
M: (239) 357-7400 | O: 239-498-7311 | E-mail: DH.Wolf@EdwardJones.com

SUMMARY: Highly motivated serial entrepreneur and former business owner; current Client Support Team Member for Level 3 branch transitioning to serving clients directly as a Financial Advisor; studying for SIE and 215 Insurance Exam; FPQP Certified; Notary

EDUCATION

Cabrini University – BS 1977

EXPERIENCE:

Edward Jones – *August 2021 to Present*

- **Financial advisor**

Gifts by the Sea – Owner and Founder – *Fort Myers Beach, FL – July 2009 – July 2021*

- Launched gift shop and post office substation serving the Fort Myers Beach community
- In charge of all purchasing, marketing, advertising, and sales
- Hired and trained a staff of 11 employees

Lorrie Wolf Florist – Owner and Founder – *Fort Myers Beach, FL – July 2001 – February 2011*

- Owned and operated one of the only dedicated florist shops on Fort Myers Beach
- Negotiated partnerships with 1-800-FLOWERS, Teleflora, and FTD
- Supervised and managed staff of 5 employees
- Obtained Florida State Floral Association Master Designer certification

INTERESTS: Finance and Investing, Philadelphia Eagles, Gardening, Travelp

VOLUNTEER EXPERIENCE: Mound House, Fort Myers Beach Library, Estero Island Garden Club, Fort Myers Beach Chamber of Commerce, Fort Myers Beach Civic Association, Director of Fragrance Garden of Lee County

Fort Myers Beach Town Council

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

Minutes **Monday, October 28, 2024** **9:00 AM**

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. INVOCATION

Town Clerk Baker

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Town Attorney Stuparich requested that Item E. under Public Hearings be continued.

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

The motion carried unanimously.

V. PUBLIC COMMENT

Jennifer Rusk, resident, mentioned EIBC with a crosswalk.

The attorney with EIBC appreciated the town's consideration.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Woodson talked about Fright Night.

Council Member King noted that most on council were wearing pink in support of Breast Cancer Awareness Month.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

No items.

A. Local Planning Agency Appointments

Jim Dunlap, Doug Eckmann, John McLean, Anne Neaf, Tyler Spradling and Don Sudduth applied for four positions.
Mr. Spradling commented that he grew up on the beach and felt his perspective would be helpful.
John McLean hoped to be reappointed to the LPA.
Jim Dunlap, Doug Eckmann, John McLean and Don Sudduth were reappointed.

Council Member Woodson moved to accept the vote results, seconded by Council Member King.
The motion passed unanimously.

VIII. APPROVAL OF MINUTES

No minutes available.

IX. CONSENT AGENDA

No items.

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. Mayor Allers disclosed a business conflict with item B. regarding Margaritaville signs and will submit the proper form.

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

Second Reading and Final Public Hearing on proposed Ordinance 24-27 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING FOR THE PROPERTY LOCATED AT 2545 AND 2555 ESTERO BLVD., GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W3-00458.0000; 19-46-24-W3-00458.0010 IN FORT MYERS BEACH, TO ALLOW A FIRE STATION AND A MIXED USE DEVELOPMENT INCLUDING CIVIC, RESIDENTIAL, LODGING, RETAIL, OFFICE AND MARINE USES; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the ordinance. Ex parte communications: Council Member Safford disclosed that his wife is a fire commissioner; Mayor Allers and Vice Mayor Atterholt attended the ground-breaking event on Friday and spoke to the Chief several times. Council Member King attended the ground-breaking on Friday. The applicant confirmed receipt of the agenda and background materials.
Community Development Principal Planner Judith Frankel reviewed the background of the request as stated on the blue sheet.
Greg Stuart represented the Fire District and was available to answer questions.
No public comment.

Council Member King moved to approve the ordinance, seconded by Council Member Safford.
The motion carried unanimously by roll call vote.

B. Ordinance 24-20; DCI20240130 Margaritaville Signs

Second Reading and Final Public Hearing on a proposed Ordinance 24-20 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING TOWN OF FORT MYERS BEACH ORDINANCE NO. 24-01, AND APPROVING DEVIATIONS FOR THE COMMERCIAL PLANNED DEVELOPMENT ZONING FOR THE PROPERTY LOCATED AT 1170, 1180/1192, 1204/1206 ESTERO BLVD., 251 CRESCENT ST., 1150 FIFTH ST. AND UNADDRESSED PARCELS, PARCELS GENERALLY IDENTIFIED AS STRAP NUMBERS 24-46-23-W3-00205.0070 (MCP PARCEL #3), 24-46-23-W3-00006.0000 (MCP PARCEL #1), 24-46-23-W3-00206.0060 (MCP PARCEL #1), 24-46-23-W3-00009.0000 (MCP PARCELS #2 AND #5), 19-46-24-W4-U0494.2609 (MCP PARCEL #2), 24-46-23-W3-00205.0070, 19-46-24-W4-U0491.2610 (MCP PARCEL #2), 19-46-24-W4-0140B.0070 (MCP PARCELS #2 AND #5), 19-46-24-W4-U0496.2608 (MCP PARCEL #2), AND 19-46-24-W4-U0498.2607 (MCP PARCELS #2 AND #6) FORT MYERS BEACH; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the ordinance. No ex parte communications were disclosed. Mayor Allers recused himself due to business conflicts. The applicant was not in attendance to confirm receipt of the agenda and background materials.
Community Development Senior Planner Jason Smalley reviewed the background of the request as stated in the blue sheet. Staff recommended approval with a condition to bring the signs into compliance with the turtle-friendly lighting code. He added that Teco Gas requested that one of the signs be moved to accommodate their line.
No public comment.

Vice Mayor Atterholt moved to approve the ordinance, seconded by Council Member King.
The motion carried 4-0 by roll call vote, with Mayor Allers recused.

C. Resolution 24-190; VAC20240068, 3030 Shell Mound Blvd - FMB Art Association

A RESOLUTION VACATING A 12-FOOT WIDE UTILITY EASEMENT LOCATED OVER REAL PROPERTY OWNED BY THE FORT MYERS BEACH ART ASSOCIATION, GENERALLY LOCATED AT 3030 SHELL MOUND BOULEVARD, FORT MYERS BEACH; ACCEPTING AND APPROVING A NEW UTILITY EASEMENT AS A REPLACEMENT EASEMENT TO BE LOCATED ON REAL PROPERTY OWNED BY FORT MYERS BEACH ART ASSOCIATION, SUBJECT TO TERMS AND CONDITIONS AS CONTAINED IN A UTILITY EASEMENT AGREEMENT; DIRECTING THE TOWN CLERK TO RECORD THIS RESOLUTION AND THE NEW UTILITY EASEMENT; AUTHORIZING THE MAYOR TO SIGN ALL NEEDED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

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

Aaron Spence from Maastricht Engineering represented the applicant. Mr. Spence reviewed the reason for the request and noted he received no letters of objection.

Principal Planner Frankel noted that the LPA unanimously recommended approval.

No public comment.

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

The motion carried unanimously by roll call vote.

D. Ordinance 24-26; CB Zoning District Amendment

Second reading and Final Public Hearing on a proposed Ordinance 24-26 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING 1) TABLE 34-2 TITLED "USE SUB-GROUPS PERMITTED IN EACH ZONING DISTRICT" IN CHAPTER 34, ARTICLE III, DIVISION 2 TO AMEND THE ALLOWED SUB-GROUPS, FOR THE CB ZONING DISTRICT, FROM LIMITED TO OPEN FOR THE LODGING, OFFICE, AND RETAIL USE GROUPS; 2) THE LAND DEVELOPMENT CODE SUBDIVISION V. – CB ZONING DISTRICT FOUND IN CHAPTER 34, ARTICLE III, DIVISION 5. – REDEVELOPMENT ZONING DISTRICT TO PLACE LIMITATIONS ON NEW OUTDOOR DINING AND OUTDOOR ENTERTAINMENT USES; PROVIDING FOR SEVERABILITY, CODIFICATION, SCRIVENER'S ERRORS; CONFLICTS OF LAW; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Planner Propst reviewed the background of the request as stated on the blue sheet. Setbacks and FAR requirements did not change.

No public comment.

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

The motion carried unanimously by roll call vote.

E. Ordinance 24-30; Unsafe Structures Appeal Process

Continued from October 28, 2024:
Second Reading and Final Public Hearing on proposed Ordinance 24-30 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING: 1) DIVISION 3 "UNSAFE BUILDING ABATEMENT CODE" OF ARTICLE I "PROPERTY MAINTENANCE CODES"; AND 2) DIVISION 2 "LEE COUNTY'S BOARDS OF ADJUSTMENT AND APPEALS" OF ARTICLE II "BUILDING CODES" OF CHAPTER 6 "MAINTENANCE CODES, BUILDING CODES AND COASTAL REGULATIONS" OF THE LAND DEVELOPMENT CODE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, TO AMEND EXISTING PROVISIONS RELATED TO APPEALS OF THE BUILDING OFFICIAL'S DECISIONS; DIVESTING THE LEE COUNTY CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS OF THE RESPONSIBILITY FOR REVIEW OF APPEALS OF THE TOWN BUILDING OFFICIAL'S DECISIONS INCLUDING BUT NOT LIMITED TO DETERMINATION OF AN UNSAFE BUILDING; AUTHORIZING THE TOWN OF FORT MYERS BEACH SPECIAL MAGISTRATES TO HEAR APPEALS OF THE TOWN'S BUILDING OFFICIAL'S DECISIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Attorney Stuparich requested a continuance to November 18, 2024.
No public comment.

Council Member King moved to continue to a second reading on November 18, 2024, seconded by Council Member Safford.
The motion carried unanimously by roll call vote.

DRAFT

F. Ordinance 24-34; DA20240170, Seagate/Home Rule Development Agreement

First Reading of a proposed Ordinance 24-34 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A HOME RULE DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 3001 ESTERO BOULEVARD, 2943 ESTERO BOULEVARD, 2932 ESTERO BOULEVARD, 211 DONORA BOULEVARD, FORT MYERS BEACH, FL, STRAP NOS. 29-46-24-W1-00145.1000, 29-46-24-W1-00145.5000, 30-46-24-W2-00001.0000, 29-46-24-W1-0120A.0010 AND OWNED BY SEAGATE FORT MYERS BEACH LLC, AS AUTHORIZED BY SECTION 2-100 OF THE TOWN'S LAND DEVELOPMENT CODE AND IN COMPLIANCE WITH THE PROCEDURES FOR APPLICATION AND APPROVAL OF DEVELOPMENT AGREEMENTS WITH DEVIATIONS SET FORTH IN RESOLUTION NUMBER 24-73 FOR THE PURPOSE OF REDEVELOPMENT OF THE PROPERTY PREVIOUSLY KNOWN AS THE RED COCONUT RV PARK; PROVIDING FOR TERMS AND CONDITIONS INCLUDING BUT NOT LIMITED TO THE IDENTIFICATION OF THE PROPOSED USE OF THE PROPERTY, A FINDING OF CONSISTENCY WITH THE TOWN OF FORT MYERS BEACH COMPREHENSIVE PLAN, COMMITMENTS AND DEVELOPMENT OBLIGATIONS, DEVIATIONS NEEDED FOR DEVELOPMENT; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. For approval and Second Reading on November 4, 2024.

Mayor Allers read the title of the ordinance. Town Attorney Stuparich commented that this is the first development agreement this town council will discuss. She pointed out that the property owner had to provide 17 items for staff and she reviewed the process after the 17 items were provided.

Ex parte communications: Council Member Safford met with the applicant at Seagate for lunch, had discussions with him and received emails for and against; Council Member Woodson watched the LPA presentation, had conversations with the applicant and received emails for and against; Vice Mayor Atterholt met at the location with the applicant, had conversations with him, walked the property and received emails for and against; Council Member King met with the applicant, attended the public presentation at DiamondHead, received emails for and against and met with staff and Mayor Allers met with the applicant and Commissioner Sandelli several times, received emails for and against, attended the LPA meeting and had conversations with town staff.

Certified Planner Tina Ekblad from Sage Entitlements asked to be considered an expert in her field.

Council Member Safford moved to accept Ms. Ekblad as an expert, seconded by Council Member Woodson.

The motion carried unanimously by roll call vote.

Ms. Ekblad revealed they had not received any positive emails and asked

that they be forwarded to her.
Matt Price, CEO of Seagate Development Group, asked to be considered an expert in his field.
Council Member Woodson moved to accept Mr. Price as an expert in his field, seconded by Council Member Safford.
The motion carried unanimously by roll call vote.

Ms. Ekblad stated that a copy of the presentation was provided for each council member. She noted changes from the LPA meeting were reflected in the development agreement. She started with Existing Conditions and Baseline Regulations. She described the exhibits included in the 10-page development agreement text. She continued with a Site Plan & Development Summary and described changes to the Beach Club requested by the LPA, Site Plan and Building Height, Policy 4-C-4 and View Corridors, View Corridors versus Height, Requested Deviations - Building Height, Floor Area Ratio, Design Standards and Building Locations.
Mr. Price continued with a discussion regarding the Public Benefits Summary slide.
Ms. Ekblad described the Overall Benefits and Specific Benefits, Architectural Elevations, Overall Comprehensive Plan Consistency and Development Agreement Process.
Mr. Price continued with an estimate of the Economic Impact. He responded to questions posed by Vice Mayor Atterholt. Mr. Price commented about a partnership with the Fort Myers Beach Art Association and said a meeting would be scheduled. Vice Mayor Atterholt brought up adding portable restrooms and a water fountain on the beach. Mr. Price will discuss it with his team. If he is denied additional height, he would maximize everything on the beach and ask for more units. Four stories would be on the beach and three stories on the bay side with a 50-foot view corridor. They would be allowed to build 352 hotel units, but Seagate was not interested in hotels. He indicated the shade study showed a relatively low impact on most neighbors. Regarding rentals, only three rentals a year with a one-month minimum would be allowed. Mr. Price stated that Lee County required them to create access to their building next to the park. He noted there were trees around the roundabout and enough room to add public amenities. He agreed to make adjustments to the third turn lane on Estero Blvd. if Lee County requires it. Mr. Price explained the view corridor requirements on the bay side and noted the overgrown path was not part of his property. He added the Matanzas Pass Preserve Association was responsible for cleaning up the property. He was amenable to allowing a water ferry and the restaurant would include indoor and outdoor seating. He discussed the project's timeline of five years and noted the Beach Club would be built first. Fencing around the pool in the view corridor would be at least partially transparent.
Mr. Price revealed he was willing to commit to a five-year permit timeline. He said he would not build the roundabout if he did not have to. Council Member Woodson brought up adding restroom trailers and Mr. Price replied that he would consult with his team. Council Member Safford did not like the roundabout and wanted to see a turn lane on Estero Blvd. but acknowledged it was up to Lee County.

Mr. Price indicated that the FAR parking calculation was 0.44. Mayor Allers questioned the economic impact calculation and noted the beach's portion was only 6%.

Town Attorney Stuparich noted that the LPA voted 4-2 to recommend denial. The development agreement was discussed page by page.

Council Member Safford suggested adding a turn lane at Donora and the entrance. Mayor Allers was unsure about specifying that only a restaurant had to be in the commercial area. After discussion, Mr. Price suggested he would come back with options and the council could pick the one they preferred. Ms. Ekblad agreed to work on amending the height to include the two locations for the 15 stories and the step-down. Mayor Allers questioned the word adequate regarding water. Attorney Richard Aiken from Henderson Franklin will work with Town Attorney Stuparich on the language. Mayor Allers asked whether the word shall could be replaced with must or will throughout the document. Attorney Aiken agreed. Ms. Ekblad noted that the view corridor of 120 feet to the bay needed to be added under F.

Planner Propst commented that the pool might have to be elevated above grade and she questioned how high it could be without blocking the view corridor. Mr. Price suggested allowing a three-foot leniency and the council agreed. Mayor Allers would like to see something stronger regarding structure under the Administrative Amended section on page 147. He noted that staff had not always felt comfortable making decisions regarding significant changes. Mr. Price suggested adding anything that significantly deviates from the approved plan.

Public comment:

John Munger, resident, explained why he favored the project. He felt that putting the two towers closer to the bay was a great idea and compared them to Ocean Harbor. He commented that it would be a wealth generator for the community and bring confidence to the town.

Justin Tibeau, resident, strongly supported the proposal, especially the height. He felt it was unique and vital to recovery and they offered public benefits. He noted they had to adapt to new realities after the hurricanes and build stronger.

Star Sherwood, resident, represented the Fort Myers Beach Art Association and described Seagate's public benefit to them. She was unsure whether they would be able to rebuild.

Dawn Thomas, resident, was in favor of the project because the town needed the tax base and the developer worked with the residents as a community partner. She noted that the town needed to rebuild and did not think the towers were intrusive. She hoped that they would vote yes.

Tom Brady, resident, supported commercial development. He noted Seagate was maximizing the size of the buildings, but if the units were 1500 sq. ft., they could lower the height. He preferred that the whole thing was flattened and spread out. He felt they could proceed but agreed with Mayor Allers's talking points. He commented that the town was financially viable without the development.

Ellen Fulcher, resident, thought that 17 stories were too high and too far out of the box.

Kathy Turner, resident, was not in favor of the development. She described why she retired to the beach and felt the project was obtuse without enough details. She was concerned about the height and noted they could build lower. Her main concern was the entrance on Donora and traffic in the residential neighborhood. She stated the town had never had enough water over the seven years she lived there. Offering a beach access without parking or amenities was not a public benefit. She agreed with Vice Mayor Atterholt regarding public restrooms and shade like Newton Park before the storms. She did not consider the view corridor a public benefit. As the President of the Estero Island Garden Club, she offered to meet with Seagate.

Barbara Hill, resident, opposed the Seagate proposal and did not think the public benefit justified two 17-story buildings and 137 condos. She did not think it was a good fit for the middle of the island and suggested cutting the units by 1/3.

Mike Dagnesse, resident, had a problem with the height. He noted the town had a height plan for a reason. He commented there was no parking for the park. He questioned the square feet of the units and asked why they needed so much room. He wondered why they didn't put the single-family homes in the front and the towers in the back.

Dennis Wagaman with Alex King Real Estate, supported the project. He indicated that he received many questions about when the island would come back. He noted that Seagate had to make money at the end of their project and he applauded them for being neighbors. He added that going taller allowed for more viewing corridors and the density was less than Red Coconut's.

Edward Arasimowicz, resident, stated that Seagate bought the property knowing what the existing restrictions were. He noted there was a big demand for residential and commercial development on the island and described amenities near the beach. He encouraged responsible building of commercial space as long as they followed the comprehensive plan. He was opposed to the proposal.

Chris Smutz, with the London Bay Development Group, encouraged the council to consider the proposal's economic impact. He discussed how projects like Seagate financially benefited the town. He felt the proposal was well-balanced with public benefits.

Fran Myers, property owner, described the density of Red Coconut and noted Seagate's project was 1/3 less. She commented that sometimes they had to use the parking at the Art Association. She indicated that she had met many developers with bad ideas until she met Mr. Price. She stated the beach was lucky to have them. She did not love the towers, but they were set back and the view corridors were important.

Public comment closed.

Ms. Ekblad explained how they were consistent with the comprehensive plan and did not add density. Mr. Price was okay with adding language to put a park where the roundabout is. After he receives a CO on one of the buildings, he will add portable public restrooms unless FEMA makes it impossible. He agreed to install a drinking fountain.
Vice Mayor Atterholt commented on the rare and unique opportunity and maintaining the momentum.

Vice Mayor Atterholt moved to approve a second reading on November 4, 2024, seconded by Council Member King.
Council members commented on the density, Mr. Price's willingness to listen to the community, the island's history, financial stability and not lining up with the comprehensive plan.
The motion carried 4-1 by roll call vote, with Mayor Allers dissenting.

G. Ordinance 24-17; Advisory Committees

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

Mayor Allers read the title of the resolution. Town Attorney Stuparich noted the qualification section changed.
No public comment.

Council Member King moved to approve the ordinance, seconded by Council Member Woodson.
The motion carried unanimously.

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

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

Mayor Allers read the title of the resolution. Council Member Safford noticed an error that would be corrected.

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

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

Second reading and Final Public Hearing on proposed Ordinance 24-31 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTIONS 4.02 "MAYOR," 4.03 "VICE MAYOR," 5.01 "ELECTIONS," AND 5.03 "TERMS OF OFFICE" OF FORT MYERS BEACH TOWN CHARTER, TO CODIFY CHANGES TO THE DATE OF TOWN ELECTIONS FROM MARCH TO NOVEMBER AND TO ESTABLISH FOUR (4) YEAR TERMS OF OFFICE FOR TOWN COUNCIL MEMBERS, AS APPROVED BY THE VOTERS AT THE MARCH 2020 MUNICIPAL ELECTION; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.

Mayor Allers read the title of the ordinance. Town Attorney Stuparich indicated the changes would be included in the code.
No public comment.

Council Member King moved to approve the ordinance, seconded by Council Member Safford.
The motion carried unanimously by roll call vote.

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

Second Reading and Final Public Hearing on proposed Ordinance 24-32 entitled: AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2 OF ORDINANCE 2005-04 TO REFLECT THE CHANGES TO THE TOWN CHARTER APPROVED BY THE TOWN VOTERS AT THE MUNICIPAL ELECTION ON MARCH 17, 2020; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER'S ERRORS, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.

Mayor Allers read the title of the ordinance. Town Attorney Stuparich noted the date change.
No public comment.

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

XII. ADMINISTRATIVE AGENDA

A. Resolution 24-217, Special Event - 34th Annual American Sand Sculpting Championship

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING DURING THE AMERICAN SAND SCULPTING CHAMPIONSHIPS FROM 3:00 PM WEDNESDAY, NOVEMBER 20, 2024 TO 8 PM SUNDAY, NOVEMBER 24, 2024: 1) OPEN CONTAINERS OF ALCOHOL IN PUBLIC AREAS AS PROVIDED IN ORDINANCE 16-03 SECTION 22-(G); 2) WAIVING THE STANDARD VEHICLE PERMIT FEE FOR VEHICLES ON THE SAND; 3) WAIVING THE FEE FOR THE USE OF BAYSIDE VETERANS PARK; 4) DIRECTING NON-ENFORCEMENT OF THE NOISE ORDINANCE; 5) WAIVING PARKING FEES ALONG OLD SAN CARLOS FROM FIRST TO THIRD STREET (APPROXIMATELY 21 SPACES); AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Jackie Liszak of the Fort Myers Beach Chamber of Commerce noted the event was postponed for four years. Live music will be at Bayside Park with vendors and Florida Power and Light was the title sponsor. She listed other sponsors and indicated that Seagate offered to donate all the sand. All sponsors would be listed on fmbsandsculpting.com. She stated that 100 volunteers were needed daily and the link to volunteer would be on the website. Seminole Casino will provide buses to take volunteers to the Seminole Casino after the event. The Pink Shell will host a Meet the Sculptors Event on Wednesday evening.
Council Member Safford recused himself from the vote.

Council Member King moved to approve the resolution, seconded by Council Member Woodson.
The motion carried 4-0 with Council Member Safford recused.

B. Resolution 24-213, Bridge Loan Amendment Extending Maturity Date

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER TO SIGN AN AMENDMENT TO THE BRIDGE LOAN AGREEMENT AND PROMISSORY NOTE BETWEEN THE TOWN AND THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE TO EXTEND THE MATURITY DATE OF THE EXISTING LOAN TO MAY 8, 2033; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Finance Director Joe Onzick noted the expiration date change.

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

C. Resolution 24-218, Ratifying Time Extension to FDEP Grant Agreement for BORC

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA RATIFYING THE TOWN MANAGER'S APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT NO. LW738 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE RECEIPT OF GRANT FUNDING FOR OUTDOOR RECREATION FACILITIES AS PART OF THE BAY OAKS CAMPUS REDEVELOPMENT PROJECT TO EXTEND THE COMPLETION DATE TO AUGUST 31, 2025 AND THE GRANT EXPIRATION DATE TO DECEMBER 31, 2025; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Director Onzick noted the date change.

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

D. Resolution 24-211, Ratification of Emergency Information Technology Services Contract

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION BY THE TOWN MANAGER ON SEPTEMBER 23, 2024, TO WAIVE THE TOWN'S COMPETITIVE PROCUREMENT POLICY AND APPROVING A NEW CONTRACT WITH SOFTRIM LLC TO CONTINUE PROVIDING REMOTE INFORMATION TECHNOLOGY SUPPORT SERVICES AND SOFTWARE LICENSING, AND TO ADD FULL-TIME, ONSITE SUPPORT FOR A TOTAL ANNUAL AMOUNT OF $191,784 FOR A TWO YEAR TERM AS AN EMERGENCY PURCHASE, APPROVING AN ADDENDUM TO THE SOFTRIM CONTRACT CONTAINING REQUIRED TERMS AND CONDITIONS UNDER FLORIDA LAW; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Director Onzick explained the reason for the contract and noted it would save the town money.

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

E. 24-212, Ratify ICS Contract Hurricane Helene Beach Cleanup

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 ICS MATERIALS INC. TO TAKE EMERGENCY PROTECTIVE MEASURES TO REMOVE HAZARDS TO PUBLIC HEALTH AND SAFETY FROM THE BEACH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Environmental Projects Manager Chadd Chustz stated this was a result of Helene.

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

F. Resolution 24-219, Axis Infrastructure Second Amendment

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING A SECOND AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND AXIS INFRASTRUCTURE, LLC TO EXTEND THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT FOR ONGOING MISCELLANEOUS PROFESSIONAL SERVICES, TO SEPTEMBER 30, 2025 BY THE EXERCISE OF THE SECOND OF TWO ONE-YEAR RENEWAL OPTIONS; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT AND THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution.

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

G. Resolution 24-220, Multiple Committee Waiver

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, WAIVING THE PROHIBITION OF MEMBERSHIP OF MULTIPLE BOARDS OR COMMITTEES UNDER SECTION 2-98 OF ARTICLE IV. OF THE TOWN'S CODE OF ORDINANCES ; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Attorney Stuparich stated this would allow a person to serve on multiple committees.

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

XIII. FINAL PUBLIC COMMENT

No public comment.

XIV. TOWN MANAGER'S ITEMS

Town Manager Hyatt reported they were working on closing the 7-11 property, coconut palms would be planted in Times Square, debris pickup continued, and the election would be held at Bay Oaks on Tuesday. The swearing-in for newly elected officials will be held at the new Town Hall and details will follow.

XV. TOWN ATTORNEY'S ITEMS

Town Attorney Stuparich stated that the Estero Island Beach Club (EIBC) property owner requested a rehearing of their application since it was denied. She explained that the two-step process included whether they wanted to have a rehearing and then schedule a date. On that date, the merits of rehearing the matter would be discussed and notice had to be provided to the property owners. The request for a rehearing was to clarify whether the denial was with or without prejudice.

Council Member King moved to approve scheduling the EIBC matter for the November 18, 2024, Town Council meeting, seconded by Council Member Woodson.
The motion carried unanimously.

XVI. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Woodson questioned what happened after the LPA discussed public benefits. Vice Mayor Atterholt thought the LPA would make recommendations to the council.
Vice Mayor Atterholt stated that the stained-glass window at the Chapel by the Sea would be exhibited at a church in Fort Myers. He questioned the status of the sand cleanup on the sidewalks and bike lanes. Town Manager Hyatt replied that he would contact Fort Myers this afternoon. He commented that the town has a new sidewalk sweeper and they would sweep what they could.
Council Member King questioned the status of the impact fee study. Planner Propst will have an update at the next meeting.
Mayor Allers stated the town would receive $1,231,257.42 from FEMA for specific beach accesses. He shared comments from people who indicated they would not stay on the beach during the season due to traffic. He asked whether they could get covered wagons to transport people up and down the island during season. The beach vendors were on board to operate them. The council reached a consensus to move forward with the idea.

XVII. ADJOURNMENT

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

DRAFT

Fort Myers Beach Town Council

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

Minutes **Tuesday, January 21, 2025** **9:00 AM**

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

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

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Council Member King moved to approve the final agenda as amended, seconded by Council Member Woodson. Town Attorney Stuparich explained why the resolution under Public Hearing A was continued.
The motion carried unanimously.

V. PUBLIC COMMENT

No public comment.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Woodson recognized the Woman's Club for hosting the Putt and Pub event.
Vice Mayor Atterholt recognized the passing of Patrick McKeown, author of *Crown Jewel of Fort Myers Beach The Mound House* book.
Mayor Allers noted that $65,000.00 was raised at the Putt and Pub event and $34,000.00 will go to some of the non-profits.
No items from other members.

VII. PRESENTATION

A. Impact Fee Study

Jason Green, Axis Infrastructure

Mr. Green introduced Dwayne Guthrie, who discussed impact fees. The presentation started with the Overview, Current Impact Fee Schedule and Recommended Structure, Size Range Options for Dwelling Units, Recommended Impact Fee Method, Transportation versus Mobility, R2P2 Mobility Map, Examples of Improvement Projects Needed for Additional Development and Next Steps.

B. Beach Renourishment Update

Michael Poff, Coastal Engineering Consultants

Mr. Poff displayed the North and Central Beach view and noted that the total recovery from Ian was $50 million. He explained where the funds came from. His goal was to be off the south end sometime in March and be off the island before sea turtle nesting season. He continued with the Central Section and noted it would go much faster. The South end was a short fill but very wide. He indicated one of the boosters would be moved in the next day or two to minimize noise and disruptions. Wes Gammons from Ahtna Marine stated that vessels should stay 500 to 1,000 feet from the dredging equipment. Mr. Poff indicated the goal was to have 150 feet of beach south near Leonardo Arms. He added that they requested $11.6 million through the state's recovery plan to add berms in that area. He described the work left before they could start planting the dunes and explained the process under the dune management plan. He described the ships and vessels involved in the town's renourishment project and the Lover's Key project. Mr. Poff felt the funds to repair the scours on the south end would be appropriated. He described the recovery projects across Lee County. He explained that the property owners who changed their mind about adding sand and were within the permitted limits had some wriggle room to work with Ahtna, but there was not much time left.

VIII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

No items.

IX. APPROVAL OF MINUTES

A. Town Council - January 8, 2025

Council Member King moved to approve the minutes, seconded by Council Member Woodson.
The motion carried unanimously.

B. Management & Planning Session - January 8, 2025

Council Member King moved to approve the minutes, seconded by Council Member Woodson.
The motion carried unanimously.

X. CONSENT AGENDA

No items.

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.

Mayor Allers read the title of the resolution.

Council Member Woodson moved to continue the item to February 3, 2025, at 9:00 a.m., seconded by Council Member King.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Operations and Compliance Director Frankie Kropacek stated that the resolution was to ratify the contract, and the funding would come from FEMA (Federal Emergency Management Agency) and FDEP (Florida Department of Environmental Protection). Mayor Allers questioned whether it was a concrete or aluminum dock.

Environmental Projects Manager Chadd Chustz verified that it was an aluminum dock. Town Attorney Stuparich indicated the resolution would specify an aluminum dock and the exhibits would be amended.

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

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Director Kropacek explained that this was for ongoing services.

Council Member King moved to approve the resolution, seconded by Council Member Safford.
The motion carried unanimously.

C. 2025 Florida Legislative Appropriation Requests

Town Council approval of the 2025 Florida Legislative Appropriation Requests

Town Manager Hyatt noted that the document identified some items, but he felt more could be added. Legislative Liaison Jason Freeman noted numbers were included with the three projects. Mayor Allers requested that the high-priority mitigation application be added for generators on structures and the elevation of pump stations for both water towers. He suggested they be as specific as possible and add pictures of what they had, what it looked like now and what they wanted to do. Legislative Liaison Freeman agreed and noted they could customize the request as much as they wanted. He will keep the council involved.

Vice Mayor Atterholt moved to approve the recommendations for 2025, seconded by Council Member Woodson.
The motion carried unanimously by roll call vote.

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)

Culture, Parks & Recreation Director Jeff Hauge indicated that the library was out because they did not have permitting jurisdiction at the library. He noted there were a couple of different fee schedules for the other locations and did not think they were at the point where they could waive parking fees. Council Member Woodson suggested striking the parking benefit.
Mayor Allers asked Director Hauge whether there was a date to start at Bay Oaks. Director Hauge thought they would start very soon since some contracts were signed. Town Manager Hyatt added that the insurance company was responsible for all the work and the town did not have to contract anything on their part.
Annie Neaf, yoga instructor, indicated that people were asking for classes somewhere on the beach.

Council Member Woodson moved to approve yoga with Annie, seconded by Vice Mayor Atterholt.
The motion carried unanimously.

E. Contract Extension

Discussion of Town Manager contract extension.

Town Manager Hyatt revealed that he would like to return to North Florida and not seek a contract extension. He officially requested a 100-day notice and indicated his contract required 120 days or an agreed-upon notice. He thanked the council, residents, staff and all town employees for helping Fort Myers Beach recover from the hurricanes. Mayor Allers respected his decision and wished him nothing but the best. Vice Mayor Atterholt was stunned and also wished him the best. He asked that he help with the transition and get the town where they needed to go and that he left the town in a good place. He was also interested in what he considered challenges for the town. He thanked him for his service. Council Member King was stunned and felt the bad part of the island had driven this decision and was sorry to see this happen. He thanked him and was happy for him and his family. Council Member Safford was at a loss for words, but family came first and that was most important. He noted that the town bounced back quickly from the recent hurricanes, which was a testament to his leadership. He wished him well. Council Member Woodson was very saddened and knew that negativity was the reason for his decision. She stated that the negativity was uncalled for, absurd and ridiculous. She noted his incredible experience and credited him for the caliber of talent he hired. She described how he raised many standards and the town's relationship with Lee County has never been better. She understood and was sorry.

Mayor Allers said the council knew they would be criticized and were okay with that. However, they went too far when a deputy had to be present because the town manager was afraid for his family's safety.

Town Manager Hyatt stated the relationship with the council was the best he ever had. He wanted to go out high and pointed out that all the employees sacrificed for the town. He described what everyone did to help and noted people needed to stick to the facts. He reviewed the favorable financial situation of the town and listed projects that would start in the next 100 days. He believed he left the town better than it was when he arrived. He stated he would commit to 100 days and they could discuss whatever they needed to get to the next person. He thought they had an excellent opportunity to find someone else.

Vice Mayor Atterholt stated that it was pretty safe to say that his contract would have been extended as long as he wanted to stay. Council Member Woodson would like to keep it open in case he had a change of heart.

XIV. FINAL PUBLIC COMMENT

John McLean, resident, described the positive impact the town manager had on the town and stated he completely improved the culture and he was sad that he had to make the decision. He supported him and hoped they could find someone with the same quality and integrity. He thanked him for his service.

XV. TOWN MANAGER'S ITEMS

The street light project was moving along, and he thought some lights would be up in February. He will follow up on the crosswalks on Estero, which will be done in conjunction with the streetlights.

XVI. TOWN ATTORNEY'S ITEMS

Town Attorney Stuparich will have a long conversation with the town manager and echoed everything everyone else said. She said he left the town in a fabulous place and made it fun to come to work.

XVII. COUNCILMEMBERS ITEMS AND REPORTS

Mayor Allers asked whether there were any updates on landscaping on Estero Blvd. Town Manager Hyatt replied that they were ready to start moving forward. Mayor Allers noted the good job the sidewalk sweeper did and asked that the sidewalks around downtown be swept.

XVIII. ADJOURNMENT

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

DRAFT

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-190**

1. **Request:**

Meeting Date: February 3, 2025

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

Why the action is necessary:

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

What the action accomplishes:

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

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
CONSENT AGENDA	Resolution	Amy Baker, Town Clerk

5. **Background:**

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

Attachments:

1. 25-32, Extending Declaration of Local Emergency Ian 2.4.25-2.10.25
2. 25-33, Extending Declaration of Local Emergency Ian 2.11.25-2.17.25
3. 25-34, Extending Declaration of Local Emergency Ian 2.18.25-2.24.25
4. 25-35, Extending Declaration of Local Emergency Ian 2.25.25-3.3.25

Financial Impact:

6. **Alternative Action**

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

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Eva Spychalski, Administrative Resources Coordinator	Created/Initiated - 1/22/2025
Amy Baker, Town Clerk	Approved - 1/22/2025
nancy stuparich, Town Attorney	Approved - 1/26/2025
Amy Baker, Town Clerk	Approved - 1/27/2025
Andy Hyatt, Town Manager	Final Approval - 1/27/2025

RESOLUTION 25-32

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

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

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

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

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

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

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

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

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

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 4th day of February 2025.

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 3rd day of February 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 the ___ day of February 2025.

RESOLUTION 25-33

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

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

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

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

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

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

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

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

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

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 11th day of February 2025.

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 3rd day of February 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 the ___ day of February 2025.

RESOLUTION 25-34

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

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

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

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

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

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

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

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

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

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 18th day of February 2025.

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 3rd day of February 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 the ___ day of February 2025.

RESOLUTION 25-35

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

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

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

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

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

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

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

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

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

Section 2. Hurricane Ian has caused a catastrophic disaster in the Town, damaging, or destroying over ninety percent (90%) of the Town's public utilities, public buildings, public communication systems, public streets and roads, public drainage systems, commercial and residential buildings, and areas and continues to pose a serious threat to the health, lives, property, and safety of the business owners and residents of the Town. Accordingly, the state of local emergency is hereby extended for seven (7) additional days *nun pro tunc* from 9:00 AM on the 25th day of February 2025.

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 3rd day of February 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 the ___ day of February 2025.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-191**

1. **Request:**

Meeting Date: February 3, 2025

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

Why the action is necessary:

Keeps the Local State of Emergency in effect for Hurricane Idalia

What the action accomplishes:

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
CONSENT AGENDA	Resolution	Amy Baker, Town Clerk

5. **Background:**

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

Attachments:

1. 25-36, Extension of Local Emergency - Idalia 2.4.25-2.10.25
2. 25-37, Extension of Local Emergency - Idalia 2.11.25-2.17.25
3. 25-38, Extension of Local Emergency - Idalia 2.18.25-2.24.25
4. 25-39, Extension of Local Emergency - Idalia 2.25.25-3.3.25

Financial Impact:

6. **Alternative Action**

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

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Eva Spychalski, Administrative Resources Coordinator	Created/Initiated - 1/22/2025
Amy Baker, Town Clerk	Approved - 1/22/2025
nancy stuparich, Town Attorney	Approved - 1/26/2025
Amy Baker, Town Clerk	Approved - 1/27/2025
Andy Hyatt, Town Manager	Final Approval - 1/27/2025

RESOLUTION NUMBER 25-36

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

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

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

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

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

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order

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

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action

shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefor, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

The foregoing Resolution was adopted by the Town Council upon a motion by _____and seconded by _____, and upon being put to a 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 3rd day of February 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 February 2025.

RESOLUTION NUMBER 25-37

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

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

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

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

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

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order

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

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action

shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefor, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

The foregoing Resolution was adopted by the Town Council upon a motion by _____and seconded by _____, and upon being put to a 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 3rd day of February 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 February 2025.

RESOLUTION NUMBER 25-38

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

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

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

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

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

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

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2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order

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

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
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- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

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7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action

shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefor, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

The foregoing Resolution was adopted by the Town Council upon a motion by _____and seconded by _____, and upon being put to a 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 3rd day of February 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 February 2025.

RESOLUTION NUMBER 25-39

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

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

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

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

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

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order

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

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

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- Entering into contracts;
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- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action

shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefor, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

The foregoing Resolution was adopted by the Town Council upon a motion by _____and seconded by _____, and upon being put to a 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 3rd day of February 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 February 2025.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-192**

1. **Request**:

Meeting Date: February 3, 2025

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

Why the action is necessary:

Keeps the Local State of Emergency in effect for Tropical Storm Debby

What the action accomplishes:

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
CONSENT AGENDA	Resolution	Amy Baker, Town Clerk

5. **Background**:

Approving and ratifying this Resolution will maintain in place the Town Declaration of State of Local Emergency originally adopted via Resolution 24-154.

Attachments:

1. 25-40, Extension of Local Emergency - Debby 2.4.25-2.10.25
2. 25-41, Extension of Local Emergency - Debby 2.11.25-2.17.25
3. 25-42, Extension of Local Emergency - Debby 2.18.25-2.24.25
4. 25-43, Extension of Local Emergency - Debby 2.25.25-3.3.25

Financial Impact:

6. **Alternative Action**

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

7. **Management Recommendations**:

Approve

8. **Recommended Approval**:

Eva Spychalski, Administrative Resources Coordinator	Created/Initiated - 1/22/2025
Amy Baker, Town Clerk	Approved - 1/22/2025
nancy stuparich, Town Attorney	Approved - 1/26/2025
Amy Baker, Town Clerk	Approved - 1/27/2025
Andy Hyatt, Town Manager	Final Approval - 1/27/2025

RESOLUTION NUMBER 25-40

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

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

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

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

WHEREAS, the effects of Tropical Storm Debby impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on August 5, 2024, must be extended.

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order

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

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to,

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

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

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

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

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

The foregoing Resolution was adopted by the Town Council upon a motion by _____ 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 3rd day of February 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 February 2025.

RESOLUTION NUMBER 25-41

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

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

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

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

WHEREAS, the effects of Tropical Storm Debby impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on August 5, 2024, must be extended.

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order

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

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

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

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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 3rd day of February 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 February 2025.

RESOLUTION NUMBER 25-42

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

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

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

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

WHEREAS, the effects of Tropical Storm Debby impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on August 5, 2024, must be extended.

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2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order

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

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

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- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
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- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

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(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

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(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to,

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

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

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

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

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

The foregoing Resolution was adopted by the Town Council upon a motion by _____ 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 3rd day of February 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 February 2025.

RESOLUTION NUMBER 25-43

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

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

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

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

WHEREAS, the effects of Tropical Storm Debby impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on August 5, 2024, must be extended.

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order

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

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to,

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

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

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

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

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

The foregoing Resolution was adopted by the Town Council upon a motion by _____ 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 3rd day of February 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 February 2025.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-193**

1. **Request:**

Meeting Date: February 3, 2025

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

Why the action is necessary:

Keeps the Local State of Emergency in effect for Hurricane Helene

What the action accomplishes:

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
CONSENT AGENDA	Resolution	Amy Baker, Town Clerk

5. **Background:**

Approving and ratifying this Resolution will maintain in place the Town Declaration of State of Local Emergency originally adopted via Resolution 24-192

Attachments:

1. 25-44, Extension of Local Emergency - Helene 2.4.25-2.10.25
2. 25-45, Extension of Local Emergency - Helene 2.11.25-2.17.25
3. 25-46, Extension of Local Emergency - Helene 2.18.25-2.24.25
4. 25-47, Extension of Local Emergency - Helene 2.25.25-3.3.25

Financial Impact:

6. **Alternative Action**

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

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Eva Spychalski, Administrative Resources Coordinator	Created/Initiated - 1/22/2025
Amy Baker, Town Clerk	Approved - 1/22/2025
nancy stuparich, Town Attorney	Approved - 1/26/2025
Amy Baker, Town Clerk	Approved - 1/27/2025
Andy Hyatt, Town Manager	Final Approval - 1/27/2025

RESOLUTION NUMBER 25-44

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

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

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

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

WHEREAS, the effects of Hurricane Helene impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on September 23, 2024, must be extended.

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

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(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

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8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such

other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

The foregoing Resolution was adopted by the Town Council upon a motion by _____ 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 3rd day of February 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 February 2025.

RESOLUTION NUMBER 25-45

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

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

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

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

WHEREAS, the effects of Hurricane Helene impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on September 23, 2024, must be extended.

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

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5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

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other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

The foregoing Resolution was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put to a 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 3rd day of February 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 February 2025.

RESOLUTION NUMBER 25-46

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

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

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

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

WHEREAS, the effects of Hurricane Helene impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on September 23, 2024, must be extended.

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such

other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

The foregoing Resolution was adopted by the Town Council upon a motion by _____ 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 3rd day of February 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 February 2025.

RESOLUTION NUMBER 25-47

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

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

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

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

WHEREAS, the effects of Hurricane Helene impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on September 23, 2024, must be extended.

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

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- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

(f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.

(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

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(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

(a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.

(b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such

other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

The foregoing Resolution was adopted by the Town Council upon a motion by _____ 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 3rd day of February 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 February 2025.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-194**

1. **Request:**

Meeting Date: February 3, 2025

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.

Why the action is necessary:

Keeps the Local State of Emergency in effect for Hurricane Milton

What the action accomplishes:

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
CONSENT AGENDA	Resolution	Amy Baker, Town Clerk

5. **Background:**

Approving and ratifying this Resolution will maintain in place the Town Declaration of State of Local Emergency originally adopted via Resolution 24-214

Attachments:

1. 25-48, Extension of Local Emergency - Milton 2.4.25-2.10.25
2. 25-49, Extension of Local Emergency - Milton 2.11.25-2.17.25
3. 25-50, Extension of Local Emergency - Milton 2.18.25-2.24.25
4. 25-51, Extension of Local Emergency - Milton 2.25.25-3.3.25

Financial Impact:

6. **Alternative Action**

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

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Eva Spychalski, Administrative Resources Coordinator	Created/Initiated - 1/22/2025
Amy Baker, Town Clerk	Approved - 1/22/2025
nancy stuparich, Town Attorney	Approved - 1/26/2025
Amy Baker, Town Clerk	Approved - 1/27/2025
Andy Hyatt, Town Manager	Final Approval - 1/27/2025

RESOLUTION NUMBER 25-48

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

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

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

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

WHEREAS, the effects of Hurricane Milton impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on October 6, 2024, must be extended.

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

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

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

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

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

ADOPTED this 3rd day of February 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 February 2025.

RESOLUTION NUMBER 25-49

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

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2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order

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

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.

4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:

- Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- Entering into contracts;
- Incurring obligations;
- Employment of permanent and temporary workers;
- Utilization of volunteer workers;
- Rental of equipment;
- Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

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(e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.

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(g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.

(h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.

(i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.

(j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.

7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:

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8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to,

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

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

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

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

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

The foregoing Resolution was adopted by the Town Council upon a motion by _____ 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 3rd day of February 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 February 2025.

RESOLUTION NUMBER 25-50

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

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

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

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

WHEREAS, the effects of Hurricane Milton impacted Fort Myers Beach and the current declaration of emergency that was adopted relating to that storm on October 6, 2024, must be extended.

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

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- Appropriation and expenditure of public funds

5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.

6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:

(a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

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John R. King, Council Member	___
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Karen Woodson, Council Member	___

ADOPTED this 3rd day of February 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

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FORT MYERS BEACH TOWN COUNCIL

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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 February 2025.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-140**

1. **Request:**

Meeting Date: February 3, 2025

Second 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.

Why the action is necessary:

The Town Council decides requests for CPD rezonings

What the action accomplishes:

Approval of the CPD will allow amendments to the existing CPD including addition of a 40 unit hotel.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
PUBLIC HEARINGS	Ordinance	Sarah Propst, Community Development, Planning Manager

5. **Background:**

JABO LLC, owner or agent of 275/322 Estero Blvd, 200 Estero Blvd, and the common element of 192 Estero Blvd, known as Pink Shell Resort, is requesting a CPD rezoning, to rezone multiple properties from CPD and CR to CPD. This rezoning will combine the existing Pink Shell CPD with new properties for a total of 6.02 acres, all landward of the CCCL.

Attachments:

1. Staff Report Pink Shell
2. Exhibit A MCP 2024-12-20
3. Exhibit B Schedule of Uses and Development Regulations
4. Exhibit C Conditions of Approval
5. Exhibit D Historical Zoning Resolutions Summary
6. Applicant Deviations and Justifications
7. Applicant Request Narrative
8. Conceptual Landscaping Plan
9. Application
10. NS Ordinance 24-35

Financial Impact:

unknown

6. **Alternative Action**
Deny without prejudice

7. **Management Recommendations:**
Approval if the proposed public benefits are determined adequate for the deviation for building height

8. **Recommended Approval:**

Sarah Propst, Community Development, Planning Manager	Created/Initiated - 1/22/2025
Frankie Kropacek, Operations & Compliance Director	Approved - 1/22/2025
nancy stuparich, Town Attorney	Approved - 1/27/2025
Amy Baker, Town Clerk	Approved - 1/27/2025
Andy Hyatt, Town Manager	Final Approval - 1/28/2025

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE:	**CPD Rezoning**
CASE NUMBER:	**DCI 20230090**
CASE NAME:	**Rezoning of 6.02 acres landward of the 1978 Coastal Construction Control Line (CCCL), located at 275/322 Estero, 200 Estero, 192 Estero Common Element only, 142 Estero, 171-191 Estero, 251-281 Estero, and 309 Estero, from Commercial Planned Development (CPD) and Commercial Resort (CR) to CPD.**
TOWN COUNCIL FIRST HEARING DATE:	**January 8, 2025 at 9:00 AM**
TOWN COUNCIL SECOND HEARING DATE:	**February 3, 2025 at 9:00 AM**
LPA HEARING DATE:	**December 3, 2024 at 9:00 AM**
STAFF RECOMMENDATION:	**Approval if the proposed public benefits are determined adequate for the deviation for building height**
PREPARED/ SUBMITTED BY:	**Sarah Propst, AICP, PMP**

I. APPLICATION SUMMARY

Applicant/Owner:	Fred Drovdlic, AICP/JABO LLC, Bill Waichulis
Request:	To rezone 6.02 acres from CPD and CR to CPD to allow the development of a new 40-unit hotel/condominium, reconstruction of two stand-alone residential units (for short term rental), and conversion of the spa in White Sands to two hotel rooms.
Subject property:	Exhibit A – Adopted Master Concept Plan
Physical Address:	**309, 275/322, 251-281, 200, 171-191, and 142 Estero Blvd, and 192 Estero Blvd Common Element**

only

STRAP #:	24-46-23-W1-0070D.028A (309 Estero Blvd), 24-46-23-W1-00700.0340 (275/322 Estero Blvd), 24-46-23-W1-00700.0290 (251-281 Estero Blvd), 24-46-23-W1-00700.0330 (200 Estero Blvd), 24-46-23-W1-00700.0320 (171-191 Estero Blvd), 24-46-23-W1-03700.00CE (142 Estero Blvd), & 24-46-23-W1-04100.00CE (192 Estero Blvd CE only)
FLU:	Mixed Residential
Zoning:	Commercial Planned Development & Commercial Resort

Adjacent zoning and land uses:

North:	CPD, Mixed Residential
South:	ENVIRONMENTALLY CRITICAL (EC), Recreation
East:	CPD, RM, & RESIDENTIAL PLANNED DEVELOPMENT (RPD), Mixed Residential
West:	RESIDENTIAL MULTIFAMILY (RM), Mixed Residential, and COMMUNITY FACILITY (CF), Recreation

II. BACKGROUND AND ANALYSIS

Background:
JABO LLC, owner or agent of 275/322 Estero Blvd, 200 Estero Blvd, and the common element of 192 Estero Blvd, known as Pink Shell Resort, is requesting a CPD rezoning, to rezone multiple properties from CPD and CR to CPD. This rezoning will combine the existing Pink Shell CPD with new properties for a total of 6.02 acres, all landward of the 1978 CCCL.

The original Pink Shell rezoning was in 1982 (Z-82-170). Several modifications have been adopted since then. This rezoning will add 309 Estero Blvd, which previously contained a single-family residence and is zoned CR. The CPD request proposes a new 40-unit hotel/condominium on the bayside property closest to Bowditch Point Park, reconstruction of two stand-alone guest units, one on 309 Estero Boulevard and another on the easternmost property on the gulfside Pink Shell Resort property, and redevelopment of one level of the spa facility in the White Sands Hotel, to create two new hotel units.

An LPA hearing was held on November 12, 2024. An intervener spoke at the hearing in opposition of the proposed CPD amendment. That hearing was continued to December 3rd, 2024. At the December 3rd LPA hearing the LPA voted to deny the

request without prejudice 4-2, with Chair Cereceda not present.

Analysis:
The Pink Shell resort site currently contains several resort developments which include buildings known as White Sands, Sanibel View, and Captiva Villas. Previously there was also a duplex and a cottage which provided housing for Pink Shell staff, these were destroyed in the storm. There is also a marina with 41 wet slips with 39 allowed as live-aboard slips and a dock master building as well as parking lots for guests and employees. There are 195 hotel/motel resort rooms and prior to Ian there were 3 units in the cottage and a duplex as well as a single-family residence that was not, at that time, owned by Pink Shell but. The first rezoning for this property was approved by Lee County in 1982 by R-82-170, with multiple amendments adopted by the County and the Town since then.

This request proposes several changes that will impact different parts of the resort. The most notable component is the proposal for an additional resort building with 40 resort units. That structure will be on the bay side of Estero Boulevard on the parcel closest to Bowditch Point Park. It is proposed to be a six-story building (5 stories over one story of at-grade parking) and 60 feet over base flood elevation. The building will be 30 feet and three stories over the CR zoning district allowed 30-foot height and three-story limit in the CR zoning district. The applicant has proposed side setbacks of 10 feet abutting Bowditch Point Park and 20 feet abutting the property at 131/133 Estero Blvd, this is a reduction of 10 feet from the previous submitted design. The applicant is proposing a front and rear setback of 10 feet.

The previously approved CPDs included height and setback modifications on each individual building, with the tallest building at 95 feet above BFE. This CPD will include height and setback modifications for the newly proposed buildings that are discussed in the deviations section of this staff report but will not impact the existing structures.

The CPD also proposes several additional but less noticeable changes. The White Sands Resort building currently contains a spa facility on two floors, one level of which will be replaced with two resort units. A single guest unit is proposed on the Gulfshore Court parcel that previously contained a duplex and a cottage. A single guest unit is also proposed on 309 Estero Boulevard, the bayside parcel where a single-family residence was previously constructed. The applicant is proposing setback deviations for both stand-alone guest units, however one of the deviations for side setback reduction on the Gulshore Court property has been removed since the LPA.

Prior to the storm the Pink Shell CPD property included a duplex and a cottage unit, east of Gulfshore Court. An additional property, 309 Estero, was purchased by JABO LLC, and is proposed to be included in the CPD. Of the two single family and one duplex, only two single-family units are proposed for reconstruction, the duplex is not. The lot that previously included the duplex and cottage will also provide seven public parking spaces to provide access to Beach Access #41. The change from pre-storm units to proposed units are shown in Table 1 and 2.

Table 1: Gulfside Parcels Existing and Proposed Uses

Building	Existing Density/Intensity	Proposed Density/Intensity	Parcel(s)
Restaurants	5,450 sf	5,450 sf	24-46-23-W1-00700.0330
Conference	1,150 sf	1,150 sf	
Ballroom	2,104 sf	2,104 sf	
Fitness Facility	900 sf	900 sf	
Spa	6,033 sf	***3,000 sf***	
Pool Bar	1,000 sf	1,000 sf	
Retail (accessory)	1,400 sf	1,400 sf	
Rooms (White Sands, Captive Villas and Sanibel View Villas)	195 Units	***197 Units (2 units per 3,000 sf conversion of spa)***	24-46-23-W1-00700.0330 24-46-23-W1-00700.037A 24-46-23-W1-03700.00CE
Duplex and Cottage lot	3 Units	***1 Unit***	24-46-23-W1-00700.0330

Table 2: Bayside Parcels Existing and Proposed Uses

Building	Existing Density/ Intensity	Proposed Density/ Intensity	Parcel(s)
Boutique hotel/condo	Employee parking lot	***40 Units***	24-46-23-W1-00700.0340
Boat Slips	41	41	24-46-23-W1-00700.0340 24-46-23-W1-00700.0320 24-46-23-W1-00700.0290
Liveaboards	39	39	
Dock Master Building	500 sf	500 sf	
Residential with dock	1 Unit (309 Estero Blvd purchase)	***1 Unit***	24-46-23-W1-0070D.028A
	Existing dock	***Existing Dock (Public water taxi slip)***	

The proposed CPD increases the number of units on the combined CPD parcels by 38. Applying the underlying Future Land Use of Mixed Residential and using the maximum allowable equivalency factor of 2 would result in a total of 72 hotel units. The proposed total number of units on the entire CPD property with the proposed amendments is 239. However, the previous approved Pink Shell CPDs allowed the 195 hotel units, the duplex, and the single-family unit. Because the duplex units will not be rebuilt, application of the equivalency factor of 2 results in the creation of 4 units, which can account for the two new units in White Sands. Using this evaluation, the proposed development exceeds the allowed number of hotel units by 38, two less than the number of hotel units proposed for the new boutique hotel.

The previously approved, currently existing Pink Shell Resort units were not subject to the equivalency factor calculations. The by right number of units with an equivalency factor of 2 for the entire property would result in 72 units. The current number of units, 159 units, would require an equivalency factor of 5.4. The request for a 40-unit boutique hotel, would require an addition of 38 units and an equivalency factor of 6.7.

The development currently contains 241,900 square feet of floor area, including the hotel buildings and the dock master building. The proposed boutique hotel would add

another 78,000 square feet. This would result in an FAR of 1.2, which is allowed in the Mixed Residential future land use.

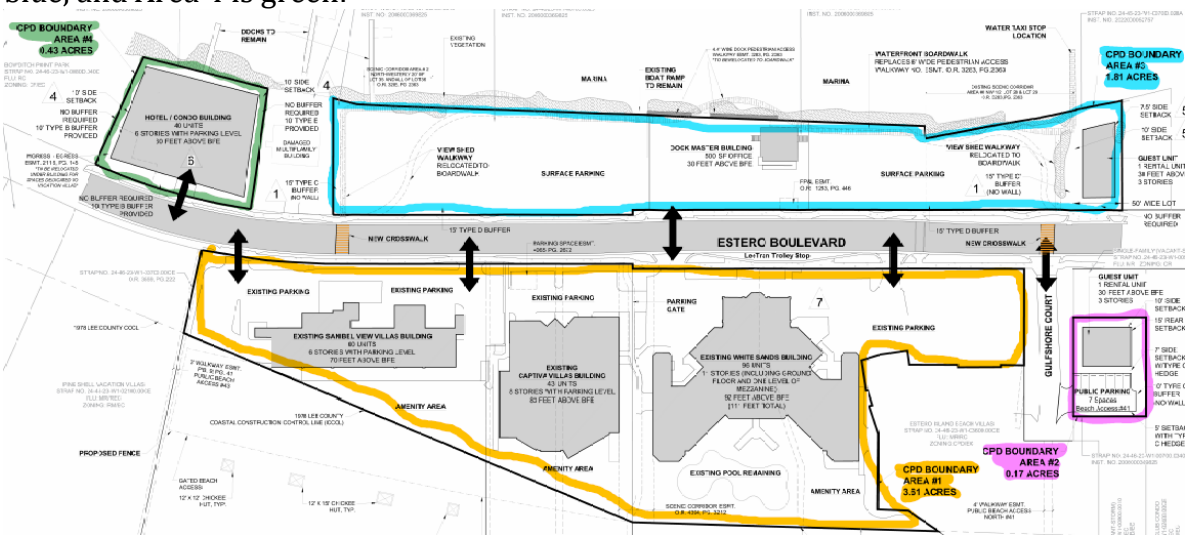
Neighborhood Compatibility:
The existing buildings in this portion of the Town are mostly the Pink Shell Resort buildings which are allowed a maximum height of 95 feet above BFE. The existing Pink Shell resort buildings are 11 stories, six stories, and eight stories tall.

The nearby uses that are not part of the Pink Shell CPD include Pink Shell Vacation Villas which is seven stories tall, including parking on the ground floor, and Estero Island Beach Villas which is eight stories. Adjacent to the proposed new hotel building, there is also an uninhabited triplex. There are no approved plans for that property at this time.

Uses in the neighborhood are condominium, resort, and marina, as well as the park at Bowditch Point Park.

Changes since the LPA hearing:
The following changes have been made since the LPA hearing: The applicant has reduced the width of the proposed boutique hotel to provide a 20-foot side setback abutting 131/133 Estero Blvd. The applicant has removed the use request to provide public parking, to accommodate a neighboring property request. The proposed guest unit proposed on Gulfshore Court will meet the required side yard setbacks.

Requested Deviations: Several deviations refer to numbered areas. The map below shows the areas in color for clarification. Area 1 is orange, Area 2 is pink, Area 3 is blue, and Area 4 is green:



1) **Area #3: Deviate from LDC §10-416(d)(2) Table 10-8 requiring a Type C buffer with a wall when a proposed commercial parking lot is next to a multifamily residential property; to allow a Type C buffer with no wall to allow visibility to the redesigned public boardwalk.**

JUSTIFICATION: Placing a wall where a public boardwalk that is to be park-like and a public fishing pier would take away from the from the public access easement that is

meant to be a well landscaped, enticing walk to the boardwalk along Matanzas Pass on the back of the building. A wall would not enhance this experience but detract.

Staff Comment: This deviation is for the parking lot on the bayside marina parcel and applies to the western property line (in blue above). The type C buffer is 15 feet wide and requires 5 trees and 18 shrubs per 100 linear feet

2) **Deviate from LDC §34-645 Table 34-2 that specifies in the CR zoning district no building or structure shall be placed closer than 20 feet as a rear setback; to allow a 15-foot rear setback.**

JUSTIFICATION: The CPD boundary Area #2 is only 0.17 acres and previously housed three units. The new request is for two units and meeting the required rear and side setbacks would make the lot unbuildable for two units. The 15-foot rear setback will provide enough room for typical Type B plantings regardless of the 5-foot reduction of side setback.

Staff Comment: This deviation applies to the proposed construction of a single-family structure on the gulfside parcel where a duplex and single-family structure were located (in pink above). The decrease in rear setbacks at this location are unlikely to have an impact on the adjacent properties. It appears that the duplex structure and cottage on that parcel previously were located similarly.

3) **Deviate from LDC §34-645 Table 34-2 that specifies in the CR zoning district no building or structure shall be placed closer than 20 feet as a side setback; to allow a 10-foot side setback on the western boundary and a 7.5-foot setback on the eastern boundary in CPD Area #3 for the guest unit structure on 309 Estero Boulevard.**

JUSTIFICATION: The lot is nonconforming in the CR District. Lots in the CR district have a minimum lot size of 100 feet wide by 100-feet deep. The lot at 309 Estero is nonconforming at 50 feet wide. Allowances for reduced setbacks have been established in the LDC for single-family and two-family homes in the RM zoning district must maintain a 7.5-foot side setback for lots 50 feet wide up to 75 feet wide. The MCP provides a 10-foot setback on the eastern border abutting a neighbor's home and a 7.5 foot setback abutting the surface lot for the resort which provides plenty of room for the boardwalk park area and for public access easement to the dock for the potential public water taxi slip.

Both buffers are significant improvements over the prior dwelling unit's location as shown in the image.

Staff Comment: The deviation seems appropriate based on the size of the parcel. The larger setback will be provided abutting the single-family parcel, with the smaller setback abutting the marina parcel.

4) **Deviate from LDC §34-645 Table 34-2 that specifies in the CR zoning**

district no building or structure shall be placed closer than 20 feet as a side setback; to allow a 10-foot side setback on the western boundary, abutting Bowditch Point Park, in CPD Area #4 for the new 40-unit hotel/condo building.

JUSTIFICATION: JUSTIFICATION: The lot in CPD area #4 does not require buffers but does require 20-foot side setbacks per the LDC. Applicant is proposing to meet the side setback abutting the multifamily property to the east and deviate on the western boundary abutting Bowditch Park. We are proposing a hedge row maintained at 60" on both side yards to hide underbuilding parking. Historically there were no setbacks or buffers for the surface parking lot on the east or western boundaries where the new building is proposed.

Staff Comment: This deviation applies to the parcel on the bayside that is closest to Bowditch Point Park (in green above). The decrease in side setback applies to the side of the building closest to Bowditch Point Park, the applicant is proposing to meet the 20-foot side setback for waterlots, on the side abutting the multifamily building property. The current proposed building is ten feet narrower than the design that was proposed at the LPA hearing,

5) **Deviate from LDC §34-645 Table 34-2 that specifies in the CR zoning district no building or structure on a waterfront lot shall be placed closer than 25 feet to a waterbody as a rear setback; to allow a 10-foot rear setback in CPD Area #4 for the new 40-unit hotel/condo building.**

JUSTIFICATION: The lot in CPD area #4 does not require buffers but does require a 25-foot rear setback on a waterbody. We are proposing a Type B buffer along the rear setbacks to offset the request to have a building with only a 10-foot setback. The proposed 10-foot setbacks will provide enough room for typical Type B plantings regardless of the reduction of rear setback. Historically, the lot provided no setback or formal buffer for the surface parking lot where the new building is proposed. To the south is a dilapidated multi-family structure that will be razed, and new multi-family structure is proposed in a CPD that is in progress. To the west is Bowditch Point Park maintenance area and employee parking. The buffer will improve current conditions as will the 10-foot setback.

Staff Comment: The proposed rear setback reduction is proposed for Area 4 (in green above). The current parking lot provides no setback from the seawall, however the parking lot is at grade. Developing a buffer along the rear will reduce any potential runoff from the lot into the water which is a benefit to water quality.

6) **Deviate from LDC §34-675(b) that requires a maximum height of 30 feet above base flood elevation and no taller than three stories; to allow a height of:**
   - **60 feet as measured from one foot over base flood elevation (BFE+1) or**
   - **Five (5) stories (six (6) stories over ground level parking).**

JUSTIFICATION: The permitted height in the CR District is a maximum of 30 feet above base flood elevation. The height is significantly shorter than the condo/hotel and resort buildings across Estero Boulevard.

Staff Comment: This deviation applies to the parcel on the bayside, closest to Bowditch Point Park (shown in green above). The current CPD has a maximum allowed height on the gulf side of the property of 95 feet and one of the existing resort buildings is approximately that tall. This proposed building is on the bayside of the Pink Shell property and will have different impacts. The neighbors across Estero, at Pink Shell Vacation Villas (seven stories) and the adjacent property at 131/133 Estero Blvd, may be impacted by this additional height. Other LDC options to seek additional height are related to public benefits which are currently determined by the Town Council.

7) **Deviate from LDC §34-1803(a)(1) that establishes hotel and motel guest units to be substituted for the dwelling units setting the allowable intensity by equivalency factors of up to 2.0 per density unit, in this case in the Mixed Residential land use category; to allow an increase in the factor to 6.7 for the entire resort property that is included in the CPD boundary.**

JUSTIFICATION: Density for the CPD area is calculated through the hotel equivalency factors in LDC Sec. 34-1803(1) and can be accomplished through the CPD by increasing the factor.

TABLE 1: PINK SHELL DENSITY EQUIVALENCY

Building	Floor Area SF	LDC Equivalency Factor	Density Units	Current Equivalent Guest Units	Proposed Guest Units	Proposed Equivalency Factor	Proposed Equivalent Guest Units
White Sands	>750	1.0	92	92	94	6.7	14
Captiva	450-750	1.5	43	29	43	6.7	6
Sanibel	<450	2.0	60	30	60	6.7	9
New Boutique Hotel	>750	1.0	-	-	40	6.7	6
Rental Units	>750	1.0	4	4	2	6.7	1
TOTAL			**199**	**159**	**239**	**6.7**	**36**

Summary

- *Density in the Pink Shell Marina & Resort is six (6) units per acre, or 36 units over six (6) developable acres.*
- *The maximum equivalency factor for the Mixed Residential FLUC per the LDC is 2.0, or 72 units.*
- *The Resort existing resort is not subject to equivalency calculations per historical approvals but when applied the current overall equivalency factor of the Pink Shell is 5.4.*
- *The zoning seeks to calculate the entire existing and proposed guest units to*

arrive at an overall equivalency factor is 6.7.

Justification
Per LDC Section 34-1803(2) guests units exceeding these equivalency factors or exceeding 1,000 square feet each may be allowed under exceptional circumstances as described in the comprehensive plan if approved as a deviation through a planned development rezoning. Before approving such a deviation, the town council must find that:

a. All other aspects of the development (height, traffic, intensity of use, etc.) are compatible with the surrounding area;
The proposed use is hotel/condo as part of the Pink Shell Rental Pool. This use as a vacation rental with ownership is common not only in the Pink Shell but similar to the other buildings across the street from Vacation Villas south to Island Shores south of Pink Shell.

b. The proposal clearly exceeds all standards of the Fort Myers Beach Comprehensive Plan; and
Application is consistent with the Comprehensive Plan:
Policy 1-A-1: Changes along Estero Boulevard should improve on the characteristics that make it a boulevard in character and not just in name: safe and interesting to walk along, impressive landscaping, and scaled to people rather than high-speed traffic.

Policy 4-B-4 "MIXED RESIDENTIAL": designed for older subdivisions with mixed housing types on smaller lots, newer high-rise building… commercial activities, such as motels, must be sensitive to nearby residential uses, complement any adjoining commercial uses, contribute to the public realm as de-scribed in this comprehensive plan, and meet the design concepts of this plan and the Land Development Code.

Policy 4-C-4 Building Heights: …where individual parcels of land are so surrounded by tall buildings on lots that are contiguous (or directly across a street) that this two-story height limit would be unreasonable, landowners may seek relief through the planned development rezoning process… the town shall balance the public benefits of the height limit against other public benefits that would result from the specific proposal.

Policy 7-D-5: Hidden-path System: The town shall support the creation of a quiet network of "hidden paths" running on the Bay side parallel to Estero Boulevard. This network would provide an alternative to walking and cycling along Estero Boulevard (as described further in the Community Design Element).

Policy 7-J-2: Traffic impact analyses and potential design improvements that could offset traffic impacts such as employee shuttles as part of the FDOT/Lee Tran – Commute Connect Program, alternatives forms of transportation, and concierge services encouraging public transportation.

c. In no case can equivalency factor increases exceed the maximum intensities allowed by the Fort Myers Beach Comprehensive Plan.
The maximum intensity allowed under the Comprehensive Plan for the Mixed Residential FLUC is 1.2 floor area ratio. This project does not exceed that intensity.

Staff Comment: This deviation applies to the entire CPD property. The proposed development is in compliance with the intensity of 1.2 (including all at-grade, under-building parking areas) that is allowed in the Mixed Residential FLU. The applicant has indicated several ways that the resort encourages guests to not bring a car, decreasing potential traffic impacts. The application also addresses several policies of the comprehensive plan. Several of the surrounding buildings are the same height or taller than the proposed boutique hotel, however, there are no buildings currently adjacent to the boutique hotel site. Other LDC options to seek additional height are related to public benefits which are currently determined by the Town Council.

Existing Deviations on Pink Shell Resort, approved for **Captiva Villas - Resolution 01-26**:

2. Deviation from LDC Section 34-935e(4) which requires buildings be separated a distance of one half the sum of the building heights, to allow separation of 36 feet instead of 82 feet, and to allow a separation 44 feet instead of 59 feet.
3. Deviation from LDC Section 34-802 to allow hotel units with a maximum of 750 square feet and1300 square feet. At least 14 of the 43 units are limited to a maximum of 750 square feet. In no case will the total area of the 43 units exceed 28,219 square feet.
4. Deviation from LDC Section 34-2175 which states buildings may not exceed 25 feet in height above base flood elevation to allow a building 83 feet in height above base flood elevation. No more than 7 floors over one ground floor of parking only will be developed.
5. Deviation from Land Development Code 34-2017(a) which requires parking lot aisles and spaces have a paved, dust free, all-weather surface, to allow an unpaved surface on parking lots with the following conditions:
(a) The alternative parking surface must be a stabilized surface of clean (washed) angular gravel or other similar porous material over a well-drained base. The surface will be continually maintained in a dust free manner. Stabilization may be accomplished by turf blocks, or proprietary cellular or modular porous paving systems installed in accordance with manufacturer's specifications.
(b) The disabled parking spaces must be provided with a smooth surface without gaps or holes which would create a danger to the user.
(c) Parking stripes will not be required on the alternative surface; however, parking bumpers must be used to identify the required number of parking spaces.

<u>Findings and Conclusions:</u>

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

(b) Considerations. In reaching its decision, the town council shall consider the following, whenever applicable:
(1) Whether there exists an error or ambiguity which must be corrected.

Staff response: No errors or ambiguities exist. However, this is a CPD and the addition of the property owned by JABO LLC and it's subsidiaries, is a reasonable request.

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

Staff response: The duplex and cottage which were part of the Pink Shell Resort and the single-family residence at 309 Estero Blvd were destroyed by Ian. Additionally, properties have been purchased by JABO, LLC, which could be added to the existing CPD.

(3) The impact of a proposed change on the intent of this chapter.
Staff response: No impact on the intent of this chapter will occur.

(4) The testimony of any applicant.

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

(6) The testimony of the public.

(7) Whether the request is consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses as set forth in the Fort Myers Beach Comprehensive Plan.
Staff response: The proposed development is in compliance with the intensity of the district. The FAR, including ground floor parking, for the property will not exceed the allowed 1.2 FAR. If we were to apply density to the use, it would exceed the density. However, the applicant is requesting 40 additional resort units above the current allowed number of resort units. The new structure will be designed to meet current building and flood requirements which is supported by the comprehensive plan.

The development is consistent with several policies:
***POLICY 1-A-1** Changes along Estero Boulevard should improve on the characteristics that make it a boulevard in character and not just in name: safe and interesting to walk along, impressive landscaping, and scaled to people rather than high-speed traffic.*
***POLICY 7-D-5** HIDDEN-PATH SYSTEM. **HIDDEN-PATH SYSTEM:** The town shall support the creation of a quiet network of "hidden paths" running on the Bay side parallel to Estero Boulevard. This network would provide an alternative to walking and cycling along Estero Boulevard (as described further in the Community Design Element). Initial land acquisition shall begin in 1999.*

(8) Whether the request meets or exceeds all performance and locational standards set

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

(9) Whether urban services are, or will be, available and adequate to serve a proposed land use change.
Staff response: The urban services exist in this location.

(10) Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.
Staff response: The request should not have an impact on environmentally critical areas and natural resources.

(11) Whether the request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.
Staff response: The existing Pink Shell resort has operated successfully for a number of decades, without causing nuisance. The site of the single guest unit and public parking previously contained a duplex and a cottage, without known incidence. It is not expected that this use will cause hazard or nuisance.

(12) Whether the location of the request places an undue burden upon existing transportation or other services and facilities and will be served by streets with the capacity to carry traffic generated by the development.
Staff response: This use in this location will not likely place an additional burden on the transportation network or other facilities and services. Impact fees will be required at the time of development order.

(13) For planned development rezonings, see § 34-216 for additional considerations.

(c) Findings. Before granting any rezoning, the town council shall find that the requested zoning district complies with:
(1) The Fort Myers Beach Comprehensive Plan.
Staff response: The proposed uses and requested deviations for the CPD comply with the Comprehensive Plan.

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

(3) Any other applicable town ordinances or codes.
Staff response: The proposed request complies with the town ordinances and codes, except in regard to the deviations. Those are to be evaluated by additional criteria in 34-216(4), covered below.

(4) For planned development rezonings, see § 34-216 of this chapter for additional findings.

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

Staff response: The proposed resort use is appropriate in this location, it is in the Mixed Residential Future land use.

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

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

d. The proposed use meets all specific requirements of the comprehensive plan that are relevant to the requested planned development, such as the following:

1. Policies 4-B-4 and 4-C-3 on commercial uses in the "mixed residential" category.
Staff response: The proposal is in compliance with these policies.

2. Policies 4-B-5 and 4-C-3 on commercial rezonings in the "boulevard" category.
Staff response: Not applicable.

3. Policy 4-C-4 on building heights taller than the standard height limit.
*Staff response: 4-C-4 states, "**In those few cases where individual parcels of land are so surrounded by tall buildings on lots that are contiguous (or directly across a street) that this two-story height limit would be unreasonable, landowners may seek relief through the planned development rezoning process, which requires a public hearing and notification of adjacent property owners. The town will approve, modify, or deny such requests after evaluating the level of unfairness that would result from the specific circumstances and the degree the specific proposal conforms with all aspects of this comprehensive plan, including its land-use and design policies, pedestrian orientation, and natural resource criteria. Particular attention would be paid to any permanent view corridors to Gulf or Bay waters that could be provided in exchange for allowing a building to be taller than two stories. In each case, the town shall balance the public benefits of the height limit against other public benefits that would result from the specific proposal." Underlines are staff's to draw attention to specific points of discussion.***
The request for additional height is proposed as part of the planned development rezoning process, which is the appropriate process. The requested height appears to be similar to the surrounding uses both the Pink Shell Resort and the surrounding resort and condominium buildings. The proposed building is not adjacent to any buildings but is across the street from buildings of similar or greater height. This project provides a permanent view corridor of the bay, through the marina parcel. The proposed application meets all other criteria of the comprehensive plan. Public benefits have been indicated by the applicant, including a pump out facility for the Town's mooring field and use of aquatic facilities until the Town's facilities are rebuilt..

4. Policy 4-C-8 on density transfers.
Staff response: Not applicable.

5. Policy 4-E-1 on pre-disaster build back.
Staff response: Not applicable.

6. Policy 7-J-2 on traffic impact analyses and potential design improvements that could offset traffic impacts.
Staff response: The proposed development will be required to pay impact fees at time of development. Additionally, the developer has proposed a variety of policies which will function to decrease the number of vehicles at the hotel.

Findings for Deviation Requests:
Per Sec. 34-216(4) all deviations must be approved, approved with modification, or rejected based upon a finding that:

a. Each item enhances the achievement of the objectives of the planned development; and
Staff response: The requested deviations allow the development of the site as requested by the applicant. It is unclear if they enhance the development.

b. The general intent of this chapter to protect the public health, safety and welfare will be preserved and promoted; and
Staff response: The proposed deviations do not increase risk, hazard, or injury to the public.

c. Each deviation operates to the benefit, or at least not to the detriment, of the public interest; and
Staff response: The deviations are not a detriment to the public interest.

d. Each deviation is consistent with the Fort Myers Beach Comprehensive Plan.
Staff response: The deviations are consistent with the comprehensive plan.

I. RECOMMENDATION

Staff finds that the CPD with deviations do meet all of the criteria set forth in Sec. 34-85(b) and (c) and 34-216(2) of the LDC. However, the deviation for additional height, which is also tied to the deviation for the equivalency factor increase relies on the provision of public benefit per section 34-632(b)(5) which are currently defined by Town Council and will be clarified and updated in the upcoming Comprehensive Plan Visioning process. Staff recommends the Town Council determine the adequacy of the public benefit proposed by the applicant to accommodate the proposed six-story height of the boutique hotel. If the public benefits are adequate, staff recommends approval of DCI20230090 with the attached conditions.

At the LPA hearing on December 3, 2024 the LPA voted 4-2 to deny the request without prejudice, one member was not present.

II. CONDITIONS OF APPROVAL

1. The terms and conditions of all previous resolutions shall continue in full force except as expressly altered by this amendment.

2. All development must be consistent with the Master Concept Plan (MCP) titled "Pink Shell Resort and Marina CPD" and marked with a revision date of **12/13/2024** attached as Exhibit A.
3. The approved uses are limited to those detailed on the attached Exhibit B, Schedule of Uses.
4. Architectural design of the bayside Boutique Hotel shall be substantially in compliance with Exhibit D, renderings.
5. The applicant must provide a landscaping plan and planting schedule that is in compliance with the approved MCP or the LDC Chapter 10, Division 6 Open Space, Buffering and Landscaping.
6. All vehicles of guests or employees must be parked completely within the property lines of the Pink Shell CPD property.
7. A dune restoration plan must be submitted to the Town of Fort Myers Beach, for approval and will be subject to the following conditions:
   a. Location of the restoration area will be generally as shown on the MCP.
   b. Plant species will consist of a mix of sea oats, beach panic grass, railroad vine, cocoplum, seagrapes and beach sunflower in lines planted at 1.5 feet on center
   c. To allow the plants to become established, the vegetation will be temporarily fenced with ropes and bollards or a similar fencing. Orange construction fence is prohibited.
   d. No more than the existing dune walkover will be permitted to provide beach access.
   e. The beach vegetation project will be coordinated with and integrated with any ongoing beach restoration or renourishing project that is underway at the time of development.
   f. The dune plan must identify the location, behind the dune line, for chickee huts, beach furniture and rental equipment (personal watercraft, chairs etc.) as required by the Town's Sea Turtle Ordinance found in Section 32, Article V, Section 32-113.
8. (Condition 7 of Resolution 10-06, amended as follows) Boat rentals, charter boat, and tour boat operations and all other uses of leased submerged lands are limited in accordance with the most recent submerged land lease from the State of Florida (Recorded in Official Record Book 3718, Page 2242, Public Records of Lee County, Florida). A maximum of forty-one (41) boat slips and 39 live aboards currently are allowed by the state submerged land lease. Use of submerged land must comply with all applicable local, state, and federal regulations. Cruise ships are prohibited as provided by LDC Section 34-620(f). Dock structures located upon leased submerged lands adjacent to the subject property have existed since prior to the adoption of the Fort Myers Beach Comprehensive Plan and its Future Land Use Map. This amendment shall not be interpreted as a finding as to consistency or inconsistency of these docks, and/or their uses, with the Mixed Residential Future Land Use Map category or any other provision of the Fort Myers Beach Comprehensive Plan. Any expansion to the uses of leased submerged lands adjacent to the subject property, including increase to the number of boat slips, and/or the number and/or size of charter boats and/or tour boats, will require an amendment to

this planned development and its MCP through the public hearing process for zoning actions.

9. (Condition 6 of Resolution 10-05, amended as follows) Any lawfully existing dwelling unit, guest unit, or timeshare unit within the subject property may be used as group quarters for employee housing without regard for the occupancy time limitations applicable to guests as set forth in LDC Section 34-1801(b)(4). Occupancy of group quarters is limited solely to bona fide employees of the Pink Shell Resort, including the businesses lawfully operating on the subject property in compliance with this zoning ordinance and all other applicable regulations. Under no circumstances may occupancy of any dwelling unit, guest unit, or timeshare unit exceed the lawful occupancy established by applicable building, fire, and life-safety codes. If no building, fire, or life-safety code provisions are more restrictive, the number of occupants of any individual living unit used for group quarters must not exceed four adults, or one family, whichever is larger. The term "family" is defined in LDC Section 34-2, as may be amended from time to time.
10. (Conditions 3 and 5 of Resolution 13-23, amended as follows) The total number of commercial memberships of recreational amenities is not to exceed 350. Commercial memberships are allowed for use of resort accessory uses, subordinate commercial uses including food and beverage services, fitness facility, pools, beach access and docks.
11. Development of this project must comply with all requirements of the Town of Fort Myers Beach LDC at the time of the development order, except as may be granted by deviation as part of this planned development.

Exhibits:

A – Master Concept Plan
B – Schedule of Uses
C – Conditions of Approval
D – Historical Zoning Resolutions

MATANZAS PASS

SUBMERGED LAND LEASE NO. 360349445 (EXPIRES JULY 24, 2025)

10' SIDE AND REAR SETBACK
NO BUFFER REQUIRED
10' TYPE B BUFFER PROVIDED

CPD BOUNDARY AREA #4 0.43 ACRES

BOWDITCH POINT PARK
STRAP NO. 24-46-23-W1-0080D.0400
FLU: RC
ZONING: CF/EC

STRAP NO. 24-46-23-W1-00700.0340
INST. NO. 2006000369825

NO BUFFER REQUIRED
HEDGE ROW AT 60"

INGRESS - EGRESS
ESMT. 2116, PG. 145
TO BE RELOCATED UNDER BUILDING FOR SPACES DEDICATED TO VACATION VILLAS

10' STREET SETBACK -
NO BUFFER REQUIRED
10' TYPE B BUFFER PROVIDED

HOTEL / CONDO BUILDING
40 UNITS
6 STORIES WITH PARKING LEVEL
60 FEET ABOVE BFE

DOCKS TO REMAIN

MULTIFAMILY
STRAP NO. 24-46-23-W1-0080D.0370
FLU: MR ZONING: CPD

STRAP NO. 24-46-23-W1-00700.0340
INST. NO. 2006000369825

20' SIDE SETBACK -
NO BUFFER REQUIRED
HEDGE ROW AT 60"

DAMAGED MULTIFAMILY BUILDING

15' TYPE C BUFFER (NO WALL)

SCENIC CORRIDOR AREA # 2
NORTHWESTERLY 20' OF LOT 35 AND ALL OF LOT 36
O.R. 3283, PG. 2363

EXISTING VEGETATION

STRAP NO. 24-46-23-W1-00700.0320
INST. NO. 2006000369825

MARINA

EXISTING BOAT RAMP TO REMAIN

4.4' WIDE DOCK PEDESTRIAN ACCESS WALKWAY ESMT. 3283, PG. 2363
TO BE RELOCATED TO BOARDWALK

VIEW SHED WALKWAY
RELOCATED TO BOARDWALK

DOCK MASTER BUILDING
500 SF OFFICE
30 FEET ABOVE BFE

SURFACE PARKING

FP&L ESMT.
O.R. 1243, PG. 446

STRAP NO. 24-46-23-W1-00700.0340
INST. NO. 2006000369825

MARINA

WATER TAXI STOP LOCATION

WATERFRONT BOARDWALK
REPLACES 6' WIDE PEDESTRIAN ACCESS WALKWAY NO. ESMT. O.R. 3283, PG.2363

EXISTING SCENIC CORRIDOR AREA #1 NW 1/2 LOT 28 & LOT 29
O.R. 3283, PG. 2363

SURFACE PARKING

VIEW SHED WALKWAY
RELOCATED TO BOARDWALK

15' TYPE C' BUFFER (NO WALL)

STRAP NO. 24-46-23-W1-0070D.028A
INST. NO. 2022000052757

CPD BOUNDARY AREA #3 1.81 ACRES

25' REAR SETBACK

10' SIDE SETBACK

7.5' SIDE SETBACK

GUEST UNIT
1 RENTAL UNIT
30 FEET ABOVE BFE
3 STORIES

50' WIDE LOT

10' STREET SETBACK -
NO BUFFER REQUIRED

15' TYPE D BUFFER

PARKING SPACE ESMT.
4065, PG. 2672

ESTERO BOULEVARD

LeeTran Trolley Stop

15' TYPE D BUFFER

SINGLE-FAMILY (VACANT-STORM)
STRAP NO. 24-46-23-W1-00900.0070
FLU: MR ZONING: CR

STRAP NO. 24-46-23-W1-03700.00CE
O.R. 3559, PG.222

EXISTING PARKING

EXISTING PARKING

EXISTING PARKING

PARKING GATE

EXISTING PARKING

GULFSHORE COURT

GUEST UNIT
1 RENTAL UNIT
30 FEET ABOVE BFE
3 STORIES

15' SIDE SETBACK

15' REAR SETBACK

10' STREET SETBACK

15' SIDE SETBACK

1978 LEE COUNTY CCCL

EXISTING SANIBEL VIEW VILLAS BUILDING
60 UNITS
6 STORIES WITH PARKING LEVEL
47 FEET ABOVE BFE

WHITE SANDS BUILDING
96 UNITS
11 STORIES (INCLUDING GROUND FLOOR AND ONE LEVEL OF MEZZANINE)
92 FEET ABOVE BFE
(111 FEET TOTAL)

3' WALKWAY ESMT.
P.B. 9, PG. 41
PUBLIC BEACH ACCESS #43

EXISTING CAPTIVA VILLAS BUILDING
43 UNITS
8 STORIES WITH PARKING LEVEL
70 FEET ABOVE BFE

PINK SHELL VACATION VILLAS
STRAP NO. 24-46-23-W1-02100.00CE
FLU: MR/REC
ZONING: RM/EC

AMENITY AREA

1978 LEE COUNTY
COASTAL CONSTRUCTION CONTROL LINE (CCCL)

ESTERO ISLAND BEACH VILLAS
STRAP NO. 24-46-23-W1-03600.00CE
FLU: MR/RC
ZONING:CPD/EC

CPD BOUNDARY AREA #2 0.17 ACRES

STRAP NO. 24-46-23-W1-00700.0340
INST. NO. 2006000369825

PROPOSED FENCE

GATED BEACH ACCESS

12' X 12' CHICKEE HUT, TYP.

12' X 15' CHICKEE HUT, TYP.

EXISTING POOL REMAINING

CPD BOUNDARY AREA #1 3.61 ACRES

AMENITY AREA

SCENIC CORRIDOR ESMT.
O.R. 4394, PG. 3212

4' WALKWAY ESMT.
PUBLIC BEACH ACCESS
NORTH #41

1978 LEE COUNTY CCCL

MULTIFAMILY (VACANT-STORM)
STRAP NO. 24-46-23-W1-00900.0010
FLU: MR/REC
ZONING: RPD/EC

PINK SHELL BEACH CLUB CONDO
STRAP NO. 24-46-23-W1-02400.00CE
FLU: MR/REC
ZONING: RM/EC

GATED BEACH ACCESS

12' X 12' CHICKEE HUT, TYP.

GATED BEACH ACCESS

5' WALKWAY ESMT.
D.B. 254, PG. 553

6' WALKWAY ESMT.
(O.R. 1782, PG. 1814)
VACATED PER
O.R. 4394, PG. 3212

12' X 15' CHICKEE HUT, TYP.

12' X 12' CHICKEE HUT, TYP.

STRAP NO. 24-46-23-W1-00700.0330
INST. NO. 2006000369825

VACATED 6' WALKWAY EASEMENT
(O.R. 4393, PG. 474 &
O.R. 4394, PG. 3212 &
O.R 4396, PG. 1005)
PUBLIC BEACH ACCESS #42

6' WALKWAY EASEMENT
PUBLIC BEACH ACCESS #42
(RELOCATED IN 2024)

STRAP NO. 24-46-23-W1-00700.0340
INST. NO. 2006000369825

APPROXIMATE LOCATION
12' X 12' MOVABLE STRUCTURE

STRAP NO. 24-46-23-W1-00700.037A
O.R. 4161, PG.3372

APPROXIMATE LOCATION
12' X 12' MOVABLE STRUCTURE

STRAP NO. 24-46-23-W1-00700.0340
INST. NO. 2006000369825

ENVIRONMENTAL CONSERVATION (EC)
RECREATION (REC) FLUC

GULF OF MEXICO

DEVELOPMENT TABLE	
TOTAL GUEST UNITS	239
MAXIMUM HEIGHT (OVER BFE)	92 FEET
MAXIMUM NUMBER OF STORIES	11
MIN. PARKING SPACES	417 SPACES
STREET SETBACK: ESTERO BLVD.	10 FEET
REAR SETBACK: 1978 CCCL/CCSL	0 FT(principal) 0 FT (accessory)

LEGEND

- PARCEL BOUNDARY
- EASEMENT
- VEHICULAR INGRESS & EGRESS
- BUILDING
- DEVIATIONS #

NOTES:

1. The MCP and Development Standards of the CPD establishes the maximum building heights, density, intensity, and minimum setbacks from property lines. Building footprints are subject to modification/reconfiguration at time of local development order.
2. The proposed development will adhere to all federal, state, and local flood regulations.
3. The built environment is entirely within the VE Flood Zone with a base flood elevation of 13 feet per FEMA BFE per Flood Map Panel 12071C0554G

0 20' 40' 80'
SCALE: 1" = 40'-0"

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1514 Broadway
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PINK SHELL RESORT & MARINA CPD

MASTER CONCEPT PLAN
JABO, LLC
FORT MYERS BEACH, FL

PROJECT NO :	23000471
DATE :	11/19/2024
DRAWN:	CH
REVIEWED:	FD

REVISIONS
1 05/22/2023
2 08/10/2023
3 06/12/2024
4 07/10/2024
5 12/13/2024

I:\FLORL1-gfs\South-East\Local\FLFOR\Projects\2023\23000471 Pink Shell Resort Planning and Zoning\06 PLANNING\01 PLANS\01 MASTER CONCEPT PLAN\Master Concept Plan - Pink Shell Boutique v2.3.dwg 12/20/2024 fred.stroeffle

Exhibit B

Pink Shell CPD Schedule of Uses and Site Development Regulations

1. **SCHEDULE OF USES:** The approved schedule of uses for this CPD is limited to the following:
    a. RESIDENTIAL
    Principal:
        - Dwelling unit, single-family (guest rental only)
        - Dwelling unit, multi-family
        - Timeshare units (fractional ownership, vacation club)
        - Group Quarters
        - Sales center/office

    Accessory:
        - Essential services
        - Essential service equipment
        - Parking, surface/under building
        - Recreation, private on-site and private, off-site
        - Residential accessory uses

    b. LODGING
    Principal:
        - Hotel/motel
        - Hotel/condo
        - Timeshare units (fractional ownership, vacation club)
        - Resort
        - Rental of any permitted dwelling unit for periods of one day or longer
        - Recreational facilities – commercial and private on-site, off-site

    Accessory:
        - Mini bars (in the hotel rooms)
        - Parking: Surface/under building
        - Rental of beach furniture and cabanas
        - Rental of boats, bicycles, electric scooters, e-bikes and golf carts
        - Charter and tour boats
        - Personal watercraft operations office
        - Parasailing operations office
        - Sailing office
        - Docks for use by water taxi or water shuttle
        - Meeting space
        - Conference center
        - Business center
        - Kids camp and crafts
        - Signs
        - Sales center/office

- Subordinate commercial uses

c. RETAIL

Principal:

- Recreational facilities - commercial. in conjunction with a membership
- Commercial uses including restaurant, café, personal services, retail store
- Rental of bicycles, electric scooters, e-bikes and golf carts
- Bait and Tackle Shop

Accessory:

- ATM
- On-premises and package sale for off-premises consumption of alcoholic beverage

d. OFFICE

Principal:

- Administrative offices

Accessory:

- Home occupation (no outside help)
- Commercial accessory use

e. MARINE

Principal:

- Administrative
- Bait and Tackle Shop

Accessory:

- Dock (for lease to non-occupants of the principal use)
- Dock (for use by resort occupants)
- Liveaboard vessel mooring slips (in compliance with submerged land lease)
- Bathrooms, showers and laundry facilities

f. CIVIC

Principal:

- Public beach access
- Park, neighborhood
- Essential services and essential service equipment
- Licensed fisihing oier

g. COMMERCIAL PARKING

Principal:

- Public parking, surface/underbuilding

2. **PROPERTY DEVELOPMENT REGUALTIONS:** The approved property development regulations for this CPD will take precedence over and supersede the property development regulations in the Town of Fort Myers Beach LDC that would otherwise apply:

Maximum Floor Area Ratio (FAR):	1.2
Maximum Intensity:	239 guest units
• Short-term rental	• 2 guest units
• Lodging/Hotel/Hotel-Condo	• 237 rooms
Maximum Commercial Intensity:	7,500 square feet total
• Administrative	• 2,500 square feet
• Retail	• 5,000 square feet
Parking:	417 spaces

Conditions of Approval for Ordinance 24-35

1. The terms and conditions of all previous resolutions shall continue in full force except as expressly altered by this amendment.
2. All development must be consistent with the Master Concept Plan (MCP) titled "Pink Shell CPD Gulf Side" or "Pink Shell CPD Bay Side" and marked with a revision date of 12/13/**2024** attached as Exhibit A.
3. The approved uses are limited to those detailed on the attached Exhibit B, Schedule of Uses.
4. Architectural design of the bayside Boutique Hotel shall be substantially in compliance with Exhibit D, renderings.
5. The applicant must provide a landscaping plan and planting schedule that is in compliance with the approved MCP or the LDC Chapter 10, Division 6 Open Space, Buffering and Landscaping.
6. All vehicles of guests or employees must be parked completely within the property lines of the Pink Shell CPD property.
7. A dune restoration plan must be submitted to the Town of Fort Myers Beach, for approval and will be subject to the following conditions:
   a. Location of the restoration area will be generally as shown on the MCP.
   b. Plant species will consist of a mix of sea oats, beach panic grass, railroad vine, cocoplum, seagrapes and beach sunflower in lines planted at 1.5 feet on center
   c. To allow the plants to become established, the vegetation will be temporarily fenced with ropes and bollards or a similar fencing. Orange construction fence is prohibited.
   d. No more than the existing dune walkover will be permitted to provide beach access.
   e. The beach vegetation project will be coordinated with and integrated with any ongoing beach restoration or renourishing project that is underway at the time of development.
   f. The dune plan must identify the location, behind the dune line, for chickee huts, beach furniture and rental equipment (personal watercraft, chairs etc.) as required by the Town's Sea Turtle Ordinance found in Section 32, Article V, Section 32-113.
8. (Condition 7 of Resolution 10-06, amended as follows) Boat rentals, charter boat, and tour boat operations and all other uses of leased submerged lands are limited in accordance with the most recent submerged land lease from the State of Florida (Recorded in Official Record Book 3718, Page 2242, Public Records of Lee County, Florida). A maximum of forty-one (41) boat slips and 39 live aboards currently are allowed by the state submerged land lease. Use of submerged land must comply with all applicable local, state, and federal regulations. Cruise ships are prohibited as provided by LDC Section 34-620(f). Dock structures located upon leased submerged lands adjacent to the subject property have existed since prior to the adoption of the Fort Myers Beach Comprehensive Plan and its Future Land Use Map. This amendment shall not be interpreted as a finding as to consistency or inconsistency of these docks,

and/or their uses, with the Mixed Residential Future Land Use Map category or any other provision of the Fort Myers Beach Comprehensive Plan. Any expansion to the uses of leased submerged lands adjacent to the subject property, including increase to the number of boat slips, and/or the number and/or size of charter boats and/or tour boats, will require an amendment to this planned development and its MCP through the public hearing process for zoning actions.

9. (Condition 6 of Resolution 10-05, amended as follows) Any lawfully existing dwelling unit, guest unit, or timeshare unit within the subject property may be used as group quarters for employee housing without regard for the occupancy time limitations applicable to guests as set forth in LDC Section 34-1801(b)(4). Occupancy of group quarters is limited solely to bona fide employees of the Pink Shell Resort, including the businesses lawfully operating on the subject property in compliance with this zoning ordinance and all other applicable regulations. Under no circumstances may occupancy of any dwelling unit, guest unit, or timeshare unit exceed the lawful occupancy established by applicable building, fire, and life-safety codes. If no building, fire, or life-safety code provisions are more restrictive, the number of occupants of any individual living unit used for group quarters must not exceed four adults, or one family, whichever is larger. The term “family” is defined in LDC Section 34-2, as may be amended from time to time.
10. (Conditions 3 and 5 of Resolution 13-23, amended as follows) The total number of commercial memberships of recreational amenities is not to exceed 350. Commercial memberships are allowed for use of resort accessory uses, subordinate commercial uses including food and beverage services, fitness facility, pools, beach access and docks.
11. Development of this project must comply with all requirements of the Town of Fort Myers Beach LDC at the time of the development order, except as may be granted by deviation as part of this planned development.

	Document	Date	What it Does	Property Description	Notes
			LEE COUNTY		
1	Resolution Z-82-170	6/21/1982	Rezoning from RM-2 to PUD as shown on the PUD plan with the removal of the cul-de-sac and parking area and to continue the bike path for a total of $6,000 donation towards construction together with the following conditions: 1. 17.1 du/acre for a toal of 182 units 2. Phased over a minimum of 10 years 3. Maximum height of 6 stories over parking 4. Construction of .25 mile/1350 feet of bike path 5. 3 beach access points, public and semi-public 6. $8,100 contribution towards curbing or widening of Estero 7. Streetscaping plan 8. 6 additional parking spaces for condominium owners at the end of the resort property	Phase I - Lots 29 and 30, Unit No. 4, Island Shores (PB 9, PG 37) Phase II - The northwesterly 6.5 feet of Lot 40 and Lots 41 & 42 Island Shores Club Section and Lots 38 & 39, Block "D", Island Shores Club Section (PB 9, PG 41). Phase III - The westerly 25 feet of Lot 33 and all of Lots 34 through 36, Island Shores Unit 4 , together with Lots 2 through 4 & Lots 8 through 10, Gulf Shore, (PB 9 PG 88). Phase IV - Lot 40 less Northwesterly 6.5 feet and all of Lot 39, Island Shores Club Section. Phase V - The west 1/2 of Lot 29 and all of Lots 30 through 32, Block "D", Island Shores Unit 4, together with Lots 33 & 34 Block "D", Island Shores Club Section.	
2	Resolution ZAB-83-353	11/14/1983	Approval of Final PUD Site Plan for Phase 1 (Island Shores per AA PUD-91-010) - 42 units	Phase I (identified as 394 Estero Boulevard)	
3	Resolutions ZAB-84-196(A) and ZAB-84-196	04/25/1988 and 11/19/1984	Approval of Final PUD Site Plan for Phases II through V with conditions (A) corrects scrivener's error	Phase II, III, IV, and V	
4	Resolution Z-87-076	5/11/1987	Temporary (5 year) approval of consumption on premises, restrictied to Pink Shell residents and their guests, limited to 350 sq. ft. recreation room of existing office and model center building located in Phase V until restaurant and minimarket are constructed, at which time the COP can be transferred	Phase V LESS Lots 33 & 34 Block "D", Island Shores Club Section	

5	Administrative Approval Amendment PUD-91-010(A) and PUD-91-010	1/29/1992 and 11/15/1991	Administrative amendment approving/confirming the following: 1. Total of 147 units (excluding Phase I and including 7 motel units in Phase V) 2. 42 unit, 6-story (over parking) building in Phase III. 3. Parking deviations for approved buildingonly 4. Conversion of quadraplex (112, 113, 114, and 115) to duplex, with two units being transferred to new building 5. Removal of 6 units (102, 103, 104, 106, 107, and 108) to be transferred to new building 6. Transfer of 7 motel units in Phase V, but for use as administrative offices only	Phase I, Phase II, Phase III, Phase IV, and Phase V LESS Lots 33 & 34 Block "D", Island Shores Club Section	Phase I (42 dwelling units) has been sold and is no longer part of the Pink Shell Resort. Any future development SHALL NOT INCLUDE that portion of the PUD. WHEREAS clauses refer to 2 administrative approvals with no resolution number.
6	Administrative Approval Amendment PUD-93-014A and PUD-93-014	7/9/1993	Relocation of swimming pool and spa previously approved to be located in Phases II and IV to Phase III Confirmation of the following: 1. Parking requirement for residential/hotel/motel units = 1.5/unit 2. Setback between proposed building in Phase III and any other building = 25' 3. Required 5' buffer at south end of property in Phase III	Phase II, III, IV, and V and Lots 5 & 6, Gulfshore	Missing second page of original amendment
7	Z-93-057	10/4/1993	Amends PUD site plan and the following: 1. Maximum height of 42 unit Phase III building increased from 6 to 7 stories with minimum 42' street setback (deviation from 47') from Gulf Shore Court 2. Remaining 6 motel units to be converted to administrative office use 3. Existing quadraplex (112, 113, 114, and 115) to be converted to duplex 4. 7 (instead of previous 6) cottages/units (106-109 and 118-120) to be removed	STRAP Number 24-46-23-07-00000.0350 All of Lots 2, 3, 4 and 8, Gulfshore Lot 33 LESS the Easterly 100 feet thereof and Lot 34 LESS the Northerly 50 feet thereof and the Easterly 100 feet thereof, Island Shores, Unit 4	
8	Z-95-017	11/6/1995	Approval of rezoning from RM-2 and PUD to CPD including creation of 59 hotel/motel units	STRAP Number 24-46-23-07-00000.0350 (portion) and 24-46-23-08-0000D.0370 NW 1/2 of Lots 29 through 32, Block "D", Island Shores Unit 4 (this appears to be a typo and the NW 1/2 should only apply to Lot 29) Lots 33 through 36 and Lots 37 through 39, Block "D", Island Shores Club Section	

9	PUD-95-041	12/22/1995	Removal of Bayside portion of project rezoned to CPD by Z-95-017; applies to Gulfside PUD	Phase I, II, III, IV, and V **minus Bayside property** as described in Z-95-017	Bayside property rezoned to CPD and removed from PUD
10	PUD-98-029	8/4/1998	Clarification amendment following partial acquisition by Boykin - **144 units built, leaving 15 to be constructed** Island Shores Condominium- Phase I, 42 units (no longer a part of PUD) Sanibel View- Lots 39 through 42, Island Shores Club Section, 60 units (5 story over parking) Estero Island Beach Villas - Lots 2 through 4 and Lots 8 through 10, Gulfshore together with a portion of the westerly 25 feet of Lot 33 and part of Lot 34, Unit 4 Island Shores; 42 units (7 story over parking) Cottage Units- Remaining portion of Lots 34 through 36 and westerly 25 feet of Lot 33, Unit 4 Island shores; 30 units Duplexes - Lots 9 and 10, Gulfshore; 2 duplexes/4 units total Single Cottage/Duplex Cottage - Lots 5 and 6 Gulfshore **NOT PART OF PUD**(per ordinance) **NEW APPROVAL**: Deletion of 2 5-story buildings, allowing for construction of 6-story over parking building with 45 units, the first 15 of which are already permitted and additional 30 only with removal of existing cottages on 1-to-1 basis; proposed pool and 63 parking spaces; recognized existence of existing swimming pool, 4 existin	Lots 2, 3, 4, 5, 6, 8, 9 and 10, Gulfshore Lots 34, 35 and 36 and Northwesterly 25 feet of Lot 33, Unit No. 4 Island Shores Lots 39, 40, 41 and 42, Island Shores Club Section LESS AND EXEPT legal description New building and improvements mentioned under "NEW APPROVAL" to be built on remaining portion of Lots 34 through 36 and the westerly 25 feet of Lot 33, Unit 4 Island Shores, and Lots 9 and 10, Gulfshore	
TOWN OF FORT MYERS BEACH					
11	Resolution 99-7	2/22/1999	Amend CPD (**Bayside**) to reduce permitted hotel units from 12 to 5, allowing only 52 units on the Bayside	STRAP Number 24-46-23-W1-0080D.0370	
12	Resolution 99-8	2/22/1999	Amend CPD to permit 7 additional units within existing 2 unit, 7 story Hotel Casa Playa - Abaco Beach CPD	STRAP Number 24-46-23-W1-0060D.020A	Transfers 7 units taken from Pink Shell Bayside to different project (Casa Playa)

13	Resolution 00-07A and Resolution 00-07	1/10/2000 and 06/29/2000	Amend CPD (**Bayside**) to remove 47 units and amend PUD (Gulfside) to add 47 uits to a 45 unit building increasing the height from 6 stories over parking to 9 stories over recreation area and lobby/administration area	STRAP Number 24-46-23-W1-0070.0350 Lots 2, 3, 4, 5, 6, 8, 9, and 10, Gulfshore Lots 34, 35, and 36 and Northwesterly 25 feet of Lot 33, Unit 4 Island Shores Lots 29 thorugh 32 and the Northwest 1/2 of Lot 28, Block D, Unit 4 Island Shores Lots 33-36, Block D, Island Shores Club Section Lot 29, Block D, Unit 4 Island Shores LESS AND EXEPT legal description	
14	Resolution 01-21	6/25/2001	Amend with conditions to**White Sands Villas**portion of PUD to change the orientationof 9-story building, revise project units from 77 units at 1000 square feet each, and from the approved 15 units at 550 square feet each, to allow 46 2-bedroom units at 1246 square feet each and 46 1-bedroom units at 761 square feet each, and allow shell parking lot	Same as Resolution 00-07A	

15	Resolution 01-26	8/27/2001	Approval of rezoning of **Captiva Villas** from RM-2 to MPD with conditions to permit a maximum of 43 hotel units in 28,219 square feet, accessory uses, and 12,000 square feet of commercial uses (to be transferred from Bayside) with consumption on premises, not to exceed 7 stories over one ground floor of parking (hotel rooms on Floors 2-7)/83 feet in height above based flood elevation	STRAP Number 24-46-23-W1-0070.0350 (referred to as being 1.84 total acres) (nothing more provided)	12,000 square feet of commercial broken down as follows: 1,300 Administrative/Offices 6,000 Restaurant/Deli/Retail 2,500 Guest Services 2,200 Conference/Meeting/Limited Food & Beverage Service Only permitted uses on Bayside accessory parking and uses related to the operation of the boat slips and dockage; existing commercial building to be demolished
16	Administrative Amendment ADD2003-00160	4/5/2004	Amend CPD (**Bayside**) to eliminate 12,000 sqft of commercial uses transferred to Captiva Villas CPD	Lots 29 through 32 and the Northwest 1/2 of Lot 28, Block D, Unit 4 Island Shores Lots 33-36, Block D, Island Shores Club Section Lots 38 and 39, Block D, Island Shores Club Section (referred to as containing 2.12 acres)	Moves 12,000 square feet as required by Resolution 01-26
17	Resolution 10-05	1/19/2010			
18	Resolution 10-06	1/20/2010	Amend CPD (**Bayside**) with conditions to replace tennis courts on Lots 38 and 39, Block D, Island Shores Club Section with an accessory parking lot for employee parking only and trash compactor while allowing existing boat ramp to remain with rerouted pedestrian walkway	STRAP Number 24-46-23-W1-0070.0340, 24-46-23-W1-0070.0320, and 24-46-23-W1-0070.0290 NW 1/2 of Lots 29 through 32, Block "D", Island Shores Unit 4 (this appears to be a typo and the NW 1/2 should only apply to Lot 29) Lots 33 through 36 and Lots 38 through 39, Block "D", Island Shores Club Section	Legal description is the same as Z-95-017 except Lot 37 is excluded

19	Resolution 13-23	10/21/2013	Amend CPD with conditions to add "Recreation, Commerical with membership" to approved schedule of uses and allow the use of the parking areas on Lots 38 and 39 for parking for employees, guests, and members	STRAP Number 24-46-23-W1-0070.0320, 24-46-23-W1-0070.0330, 24-46-23-W1-0070.0290 and 24-46-23-W1-0070.037A Same as Resolution 00-07A LESS AND EXCEPT Sanibel View Villas and White Sand Villas	
20	Ordinance 23-04	3/6/2023	Amends CPD (**Bayside**) to remove restriction against liveaboards	200 and 275 Estero STRAP Number 24-46-23-W1-0070.0330, 24-46-23-W1-0070.0340, and 24-46-23-W1-0070.037A (nothing more provided)	Includes condition to clarify existing CPD ownership, addresses, and parcel IDs

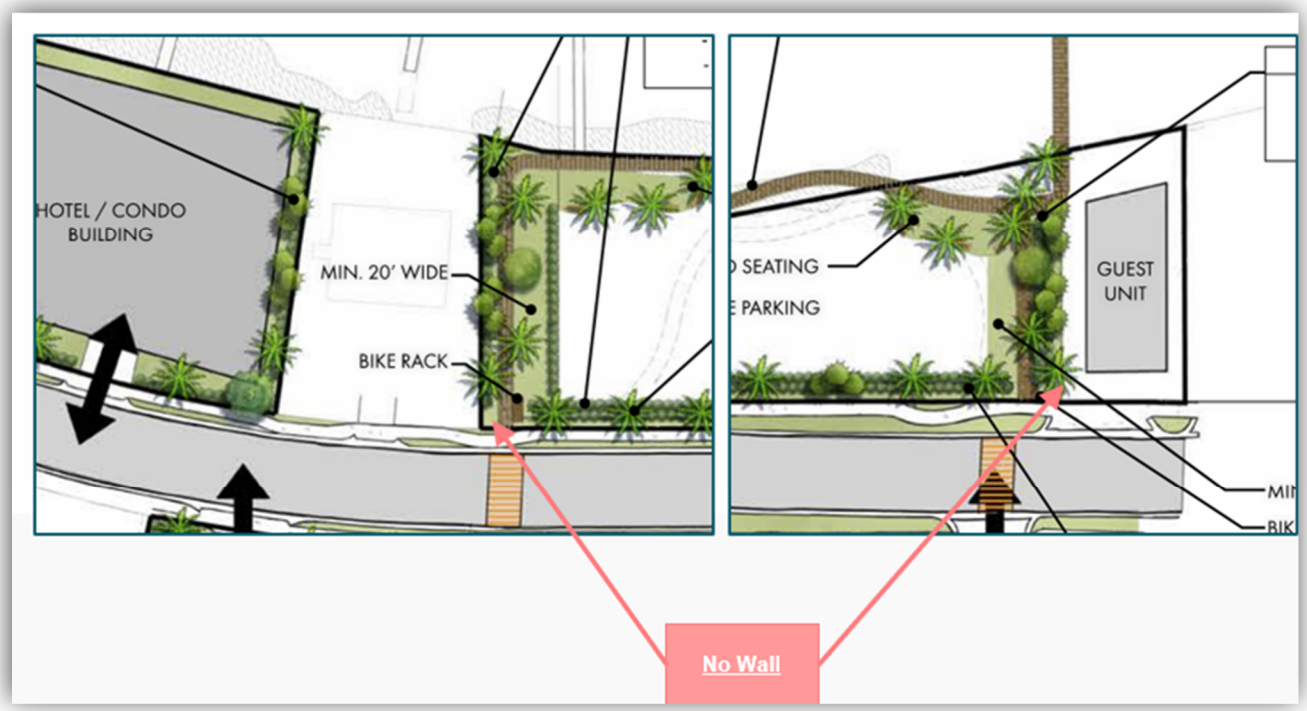
PINK SHELL RESORT & MARINA CPD

Schedule of Deviations and Justifications

PARKING AREA BUFFER IN CPD AREA #3

1. Deviate from LDC §10-416(d)(2) Table 10-8 requiring a Type C buffer with a wall when a proposed commercial parking lot is next to a multifamily residential property; to allow a Type C buffer with no wall to allow visibility to the redesigned public boardwalk.

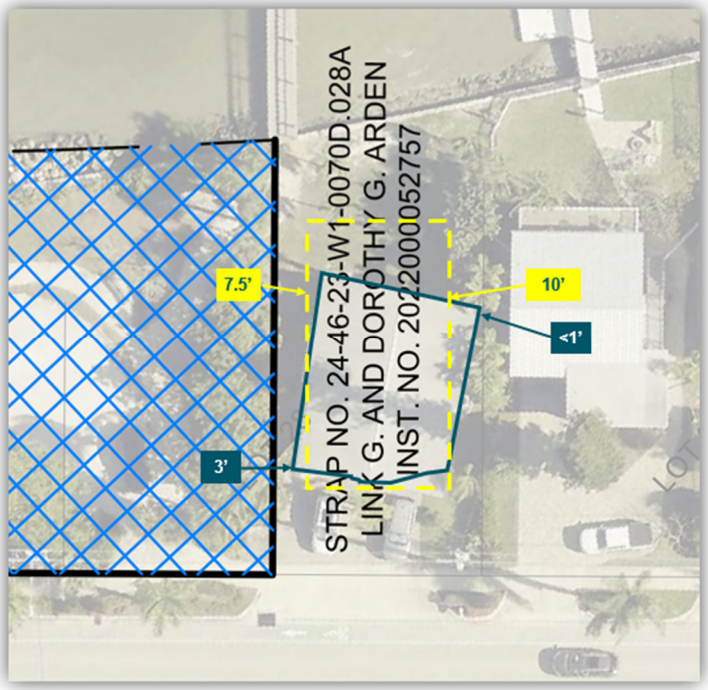
   JUSTIFICATION: Placing a wall where a public boardwalk that is to be park-like and a public fishing pier would take away from the from the public access easement that is meant to be a well landscaped, enticing walk to the boardwalk along Matanzas Pass on the back of the building. A wall would not enhance this experience but detract.



BUILDNG SETBACKS

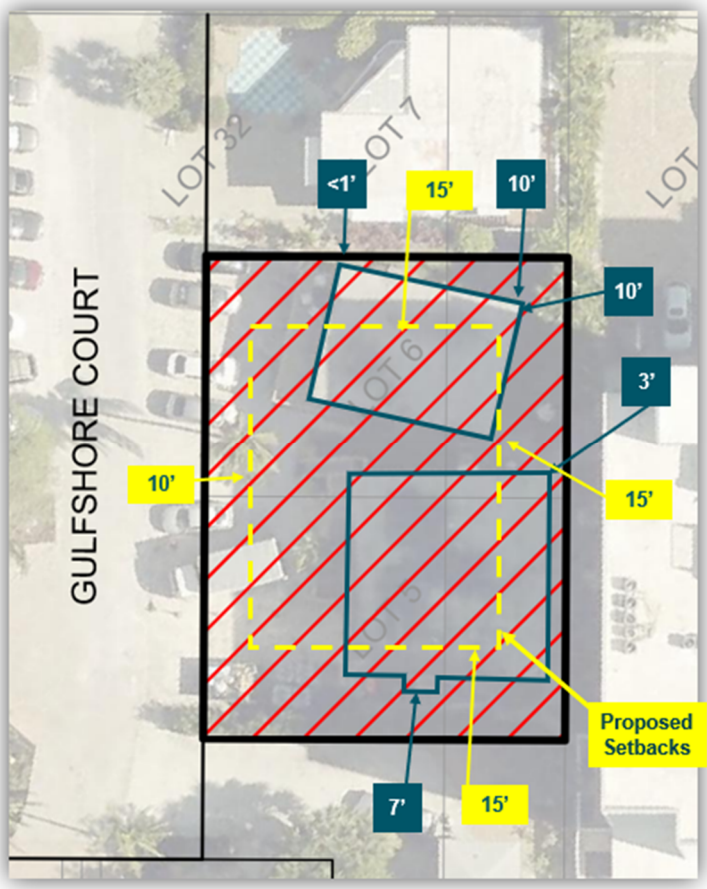
2. Deviate from LDC §34-645 Table 34-2 that specifies in the CR zoning district no building or structure shall be placed closer than 20 feet as a rear setback; to allow a 15-foot rear setback.

   JUSTIFICATION: The CPD boundary Area #2 is only 0.17 acres and previously housed three units. The new request is for two units and meeting the required rear and side setbacks would make the lot unbuildable for two units. The 15-foot rear setback will provide enough room for typical Type B plantings regardless of the 5-foot reduction of side setback.



3. Deviate from LDC §34-645 Table 34-2 that specifies in the CR zoning district no building or structure shall be placed closer than 20 feet as a side setback; to allow a 10-foot side setback on the western boundary and a 7.5-foot setback on the eastern boundary in CPD Area #3 for the guest unit structure on 309 Estero Boulevard.

   JUSTIFICATION: The lot is nonconforming in the DR District. Lots in the CR district have a minimum lot size of 100 feet wide by 100-feet deep. The lot at 309 Estero is nonconforming at 50 feet wide. Allowances for reduced setbacks have been established in the LDC for single-family and two-family homes in the RM zoning district must maintain a 7.5-foot side setback for lots 50 feet wide up to 75 feet wide. The

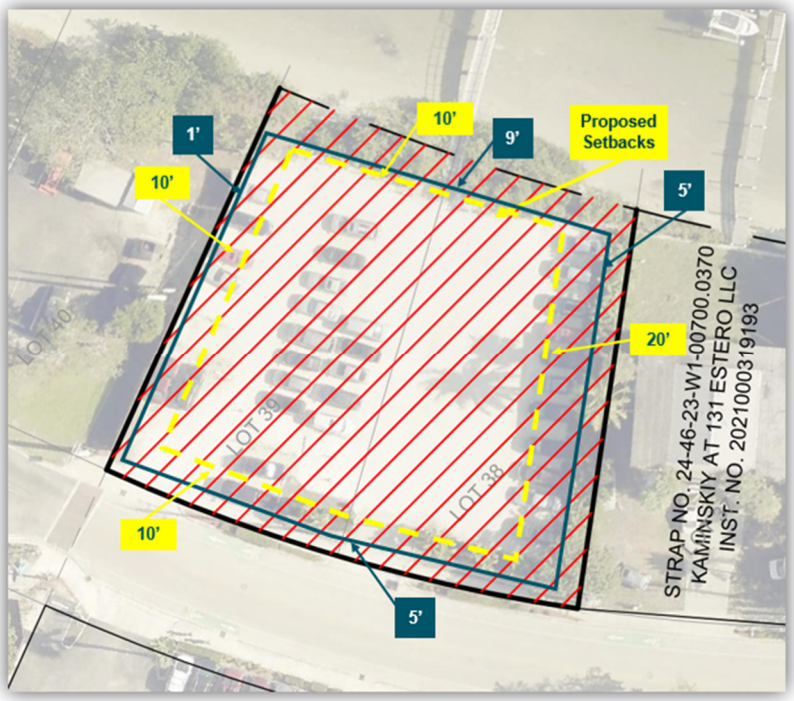


MCP provides a 10-foot setback on the eastern border abutting a neighbor's home and a 7.5 foot setback abutting the surface lot for the resort which provides plenty of room for the boardwalk park area and for public access easement to the dock for the potential public water taxi slip.

Both buffers are significant improvements over the prior dwelling unit's location as shown in the image.

4. Deviate from LDC §34-645 Table 34-2 that specifies in the CR zoning district no building or structure on a waterfront lot shall be closer than 20 feet as a side setback; to allow a 10-foot side setback on the western boundary (abutting Bowditch Park property) in CPD Area #4 for the new 40-unit hotel/condo building.

JUSTIFICATION: The lot in CPD area #4 does not require buffers but does require 20-foot side setbacks per the LDC. Applicant is proposing to meet the side setback abutting the multifamily property to the east and deviate on the western boundary abutting Bowditch Park. We are proposing a hedge row maintained at 60" on both side yards to hide underbuilding parking. Historically there were no setbacks or buffers for the surface parking lot on the east or western boundaries where the new building is proposed.



5. Deviate from LDC §34-645 Table 34-2 that specifies in the CR zoning district no building or structure on a waterfront lot shall be placed closer than 25 feet to a waterbody as a rear setback; to allow a 10-foot rear setback in CPD Area #4 for the new 40-unit hotel/condo building.

JUSTIFICATION: The lot in CPD area #4 does not require buffers but does require a 25-foot rear setback on a waterbody. We are proposing a Type B buffer along the rear setbacks to offset the request to have a building with only a 10-foot setback. The proposed 10-foot setbacks will provide enough room for typical Type B plantings regardless of the reduction of rear setback. Historically, the lot provided no setback or formal buffer for the surface parking lot where the new building is proposed. To the south is a dilapidated multi-family structure that will be razed, and new multi-family structure is proposed in a

CPD that is in progress. To the west is Bowditch Point Park maintenance area and employee parking. The buffer will improve current conditions as will the 10-foot setback.

HEIGHT

6. Deviate from LDC §34-675(b) that requires a maximum height of 30 feet above base flood elevation and no taller than three stories; to allow a height of:

   - 60 feet as measured from one foot over base flood elevation (BFE+1) or
   - Five (5) stories (six (6) stories over ground level parking).

   JUSTIFICATION: The permitted height in the CR District is a maximum of 30 feet above base flood elevation. The height is significantly shorter than the condo/hotel and resort buildings across Estero Boulevard.

EQUIVALENCY FACTOR

7. Deviate from LDC §34-1803(a)(1) that establishes hotel and motel guest units to be substituted for the dwelling units setting the allowable intensity by equivalency factors of up to 2.0 per density unit, in this case in the for the Mixed Residential land use category; to allow an increase in the factor to 6.7 for the entire resort property that is included in the CPD boundary.

   JUSTIFICATION: Density for the CPD area is calculated through the hotel equivalency factors in LDC Sec. 34-1803(1) and can be accomplished through the CPD by increasing the factor for this site according to the table below.

   Equivalency limitation is by right for conventional zoning yet, "if approved through a planned development rezoning, even higher ratios may be approved, 'provided all other aspects of the development (height, traffic, intensity of use, etc.) are found to be compatible with the surrounding area.'"

Density in the Pink Shell Marina & Resort is six (6) units per acre, or 36 units over six (6) developable acres.

- **The current resort equivalency factor is 5.4.**
- **The proposed resort-wide equivalency factor is 6.7.**

COMPARABLE APPROVED DEVIATIONS

- **Margaritaville approved at 9.0**
- **Pink Shell 6.7 (increase from 5.4)**
- **Neptune approved at 6.2**
- **Myerside approved at 5.6**

TABLE 1: PINK SHELL DENSITY EQUIVALENCY

Building	Floor Area SF	LDC Equivalency Factor	Density Units	Current Equivalent Guest Units	Proposed Guest Units	Proposed Equivalency Factor	Proposed Equivalent Guest Units
White Sands	*>750*	1.0	92	92	94	6.7	14
Captiva	*450-750*	1.5	43	29	43	6.7	6
Sanibel	*<450*	2.0	60	30	60	6.7	9
New Boutique Hotel	*>750*	1.0	-	-	40	6.7	6
Rental Units	*>750*	1.0	4	4	2	6.7	1
TOTAL			**199**	**159**	**239**	**6.7**	**36**

Summary

- **Density in the Pink Shell Marina & Resort is six (6) units per acre, or 36 units over six (6) developable acres.**
- **The maximum equivalency factor for the Mixed Residential FLUC per the LDC is 2.0, or 72 units.**
- **The Resort existing resort is not subject to equivalency calculations per historical approvals but when applied the current overall equivalency factor of the Pink Shell is 5.4.**
- **The zoning seeks to calculate the entire existing and proposed guest units to arrive at an overall equivalency factor is 6.7.**

Justification

Per LDC Section 34-1803(2) guests units exceeding these equivalency factors or exceeding 1,000 square feet each may be allowed under exceptional circumstances as described in the comprehensive plan if approved as a deviation through a planned development rezoning. Before approving such a deviation, the town council must find that:

a. All other aspects of the development (height, traffic, intensity of use, etc.) are compatible with the surrounding area;

The proposed use is hotel/condo as part of the Pink Shell Rental Pool. This use as a vacation rental with ownership is common not only in the Pink Shell but similar to the other buildings across the street from Vacation Villas south to Island Shores south of Pink Shell.

b. The proposal clearly exceeds all standards of the Fort Myers Beach Comprehensive Plan; and

We are consistent with the Comprehensive Plan:

Policy 1-A-1: Changes along Estero Boulevard should improve on the characteristics that make it a boulevard in character and not just in name: safe and interesting to walk along, impressive landscaping, and scaled to people rather than high-speed traffic.

Policy 4-B-4 "MIXED RESIDENTIAL": designed for older subdivisions with mixed housing types on smaller lots, newer high-rise building… commercial activities, such as motels, must be sensitive to nearby residential uses, complement any adjoining commercial uses, contribute to the public realm as de-scribed in this comprehensive plan, and meet the design concepts of this plan and the Land Development Code.

Policy 4-C-4 Building Heights: …where individual parcels of land are so surrounded by tall buildings on lots that are contiguous (or directly across a street) that this two-story height limit would be unreasonable, landowners may seek relief through the planned development rezoning process… the town shall balance the public benefits of the height limit against other public benefits that would result from the specific proposal.

Policy 7-D-5: Hidden-path System: The town shall support the creation of a quiet network of "hidden paths" running on the Bay side parallel to Estero Boulevard. This network would provide an alternative to walking and cycling along Estero Boulevard (as described further in the Community Design Element).

Policy 7-J-2: Traffic impact analyses and potential design improvements that could offset traffic impacts such as employee shuttles as part of the FDOT/Lee Tran – Commute Connect Program, alternatives forms of transportation, and concierge services encouraging public transportation.

c. In no case can equivalency factor increases exceed the maximum intensities allowed by the Fort Myers Beach Comprehensive Plan.

The maximum intensity allowed under the Comprehensive Plan for the Mixed Residential FLUC is 1.2 floor area ratio. This project does not exceed that intensity.

PREVIOUS APPROVALS with Strikethrough where no longer applicable

2001 Captiva Villas - Resolution 01-26

1. ~~Deviation from LDC Section 34-940 which requires Mixed Use Planned Developments to have at least 300 or more dwelling units and either 100,000 square feet of commercial floor area or be located on a parcel of 10 or more acres, to allow the requested intensities.~~
2. Deviation from LDC Section 34-935e(4) which requires buildings be separated a distance of one-half the sum of the building heights, to allow separation of 36 feet instead of 82 feet, and to allow a separation 44 feet instead of 59 feet.
3. Deviation from LDC Section 34-802 to allow hotel units with a maximum of 750 square feet and 1300 square feet. At least 14 of the 43 units are limited to a maximum of 750 square feet. In no case will the total area of the 43 units exceed 28,219 square feet.
4. Deviation from LDC Section 34-2175 which states buildings may not exceed 25 feet in height above base flood elevation to allow a building 83 feet in height above base flood elevation. No more than 7 floors over one ground floor of parking only will be developed.

5. Deviation from Land Development Code 34-2017(a) which requires parking lot aisles and spaces have a paved, dust free, all-weather surface, to allow an unpaved surface (no parking lots with the following conditions:

   (a) The alternative parking surface must be a stabilized surface of clean (washed) angular gravel or other similar porous material over a well-drained base. The surface will be continually maintained in a dust free manner. Stabilization may be accomplished by turf blocks, or proprietary cellular or modular porous paving systems installed in accordance with manufacturer's specifications.

   (b) The disabled parking spaces must be provided with a smooth surface without gaps or holes which would create a danger to the user.

   (c) Parking stripes will not be required on the alternative surface; however, parking bumpers must be used to identify the required nw11ber of parking spaces.

2010 Gulfside - Resolution 10-05

~~Deviation from LDC Sections 10-415 and 10-416 is to allow open space reduction and buffer reductions as indicated on the Landscape Plan prepared by Bellomo Herbert & Co. for case numbers DC12006-0001 and DC12006-0002, stamped received August 1, 2007. This request for a deviation was partially withdrawn by !he applicant on September 25, 2009. The remaining reductions in required buffers and open space are depicted on the attached "Exhibit C".~~

~~2010 Bayside - Resolution 10-06~~

~~1. Deviation from LDC Sections 10-415 and 10-416 is to allow open space reduction and buffer reductions as indicated on the Landscape Plan prepared by Bellomo Herbert & Co. for case numbers DC12006-0001 and DC12006-0002, stamped received August 1, 2007. This request for a deviation was partially withdrawn by the applicant on September 25, 2009. The remaining reductions in required buffers and open space are depicted on the attached "Exhibit C'. The Town Council states that its approval does not include the requested 16-foot-wide opening in the buffer along the Estero Boulevard right-a-way for access to the proposed trash compactor.~~

PINK SHELL RESORT & MARINA
COMMERCIAL PLANNED DEVELOPMENT
REQUEST NARRATIVE & COMPREHENSIVE PLAN COMPLIANCE

I. REQUEST

JABO, LLC ("Applicant") is requesting to rezone 6.02+/- acres from Commercial Planned Development (CPD), Commercial Resort (CR) to CPD. The 6.02+/- acres are part of seven (7) parcels located on both the gulfside of Estero Boulevard landward Lee County 1978 Coastal Construction Control Line (CCCL)[1] and the bayside. The land area included as part of the parcels occupy 11+/-acres in total[2] but only the 6.02 acres is part of the zoning request.

The request is to add a 40 hotel/condominium building, reconstruct two (2) residential units, convert one floor of the White Sands spa to two (2) hotel/condominium units, for a total of 239 guest units Resort wide, and add a host of public benefits. The height for the new hotel/condo building, designated within CPD area #4, is a maximum of 60 feet over Federal Emergency Management Agency (FEMA) design flood elevation (DFE) and a total of six (6) stories including ground level parking. The maximum proposed floor area ratio (FAR) for the entire CPD is 1.2 including ground level parking.

The application also proposes departures from the Land Development Code (LDC) that include height and guest unit equivalency factor deviations and specific setback and buffer deviations.

The development program proposes to meet applicable parking and floor area ratio (FAR) requirements.

II. PROPERTY INFORMATION & CONDITIONS

Entitlements

Pink Shell Resort is in the Mixed Residential and Recreation Future Land Use categories. The proposed CPD requests density above the current Comprehensive Plan and Land Development Code Regulations. Policy 4-C-10 states that, "intensity and density levels allowed by the Future Land Use Map may be increased through formal amendments to this plan if such increases are clearly in the public interest, not just in the private interest of a petitioning landowner."

The Property's zoning designation is: CPD (formerly PUD) on the bayside CPD and a designation of CPD for White Sands and Captiva Villas (formerly PUD/MPD). Approvals for additional height have been made through the prior CPDs based on the Town's Comprehensive Plan Policy 4-C-4, which permits approval of such requests and provides that "the town shall balance the public benefits of the height limit against other public benefits that would result from the specific proposal."

See the proposed development section IV below for details regarding the height, intensity/density, and FAR requested.

[1] Also referred to as the Coastal Construction Setback Line (CCSL) on the survey and in common practice.
[2] Per The Town of Fort Myer Beach Land Development Code (LDC) and the Town's Comprehensive Plan zoning areas included in a CPD are limited to areas landward of the 1978 Lee County CCCL/CCSL.

Built Environment

The existing built environment on the gulfside includes:

1) three resort buildings (White Sands, Captive Villas and Sanibel View Villas);
2) a vacant pad previously developed with a duplex and one cottage, both of which were destroyed by Hurricane Ian; and
3) associated parking and outdoor amenities, including pools, sundecks, and water sports for the Pink Shell Resort.

The Pink Shell always has been approved for "resort" use. "Resort" is defined by LDC §34-2 as a mixed-use facility that accommodates transient guests or vacationers as well as longer-term residents. Resorts include a combination of dwelling units and guest units, and must contain, at a minimum, the following: (1) one hotel/motel unit; and (2) at least 50 total units, which include a combination of dwelling units and guest units. Resorts may also include timeshare units, and may provide food service, outdoor recreational activities, and/or conference facilities for their guests.

The existing resort infrastructure includes a marina, pools and pool deck, beach and beach chairs, wave runners, skiffs, spa, conference room, and food and beverage services. The resort uses have been found to be consistent with the Comprehensive Plan and the Land Development Code and compatible with the neighborhood of multi-family, hotel, hotel/condo, and resort uses.

The property has been entitled through numerous zoning actions beginning in 1982, long before the Town's incorporation, and most recently in 2023. Additional actions were taken in 2024 regarding hardscape amenities, fencing and replacement of tiki structures waterward of the CCCL/CCSL. The existing buildings units and non-residential uses are in place primarily as part of PUD, MPD and CPD zoning. The summary of the historical zoning actions is included as *Appendix A* in this document.

Gulfside Parcels

The specific breakdown of the existing uses is as follows with proposed changes in ***RED bold italics***:

Table 1: gulfside Parcels Existing and Proposed Uses

Building	Existing Density/Intensity	Proposed Density/Intensity	Parcel(s)
Restaurants	5,450 sf	5,450 sf	24-46-23-W1-00700.0330
Conference	1,150 sf	1,150 sf	
Ballroom	2,104 sf	2,104 sf	
Fitness Facility	900 sf	900 sf	
Spa	6,033 sf	***3,000 sf***	
Pool Bar	1,000 sf	1,000 sf	
Retail (accessory)	1,400 sf	1,400 sf	
Rooms (White Sands, Captive Villas and Sanibel View Villas)	195 Units	***197 Units (2 new units per 3,000 sf conversion of spa)***	24-46-23-W1-00700.0330 24-46-23-W1-00700.037A 24-46-23-W1-03700.00CE
Duplex and Cottage lot	3 Units	***1 Unit***	24-46-23-W1-00700.0330

Bayside Parcels
The existing built environment on the bayside includes a marina, docks, dock master building, and surface parking. The specific breakdown is as follows with changes and new additions in ***RED bold italics***:

Table 2: bayside Parcels Existing and Proposed Uses

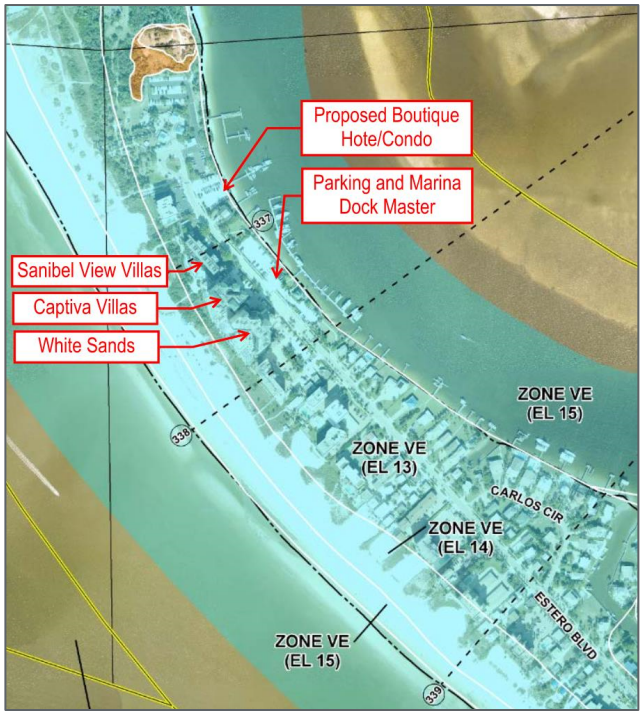
Building	Existing Density/ Intensity	Proposed Density/ Intensity	Parcel(s)
Boutique hotel/condo	Employee parking lot	***40 Units***	24-46-23-W1-00700.0340
Boat Slips	41	41	24-46-23-W1-00700.0340 24-46-23-W1-00700.0320 24-46-23-W1-00700.0290
Liveaboards	39	39	
Dock Master Building	500 sf	500 sf	
Residential with dock	1 Unit (309 Estero Blvd purchase)	***1 Unit***	24-46-23-W1-0070D.028A
	Existing dock	Existing dock (public water taxi slip)	

Redevelopment Summary
Four (4) units were destroyed in the storm and available for density – One (1) unit through the purchase of 309 Estero and three (3) units on the former duplex and cottage lot (CPD Area #2).

In summary, the development program is proposing 239 total guest units. There are currently 195 units constructed in the White Sands, Captiva and Sanibel buildings.

The redevelopment will construct 44 new units:

- 40 guest units in the boutique hotel (CPD Area #4),
- one (1) unit gulfside (CPD area #2),
- one (1) unit bayside on 309 Estero (CPD Area #3), and
- two (2) in the White Sands building through the conversion of one floor, or 3,000 square feet, of the of the space dedicated to the spa (CPD Area #1).



Flood Elevation

The Pinki Shell Resort properties are entirely within the VE Flood Zone with a base flood elevation (BFE) of 13 feet per Federal Emergency Management Agency (FEMA) Flood Map Panel 12071C0554G.

III. SURROUNDING LAND USES

Current uses of the Pink Shell Resort properties include resorts, guest units, residential dwelling units and assorted accessory and non-residential uses in support of the resort buildings including conference rooms, restaurants, office, marina, and spa.

The Mixed Residential FLUC area of the north end of the island contains several resorts, hotels, and high-rise multi-family units. Immediately north of Pink Shell Resort is the Bowditch Point regional beach park, owned by Lee County, which provides beach access to the Gulf of Mexico and the bay through Matanzas Pass.

Table 3: Surrounding Land Use

	Future Land Use	Zoning	Existing land uses
North	Mixed Residential, then Recreation	Residential Multifamily (RM) then Community Facilities (CF)	Pink Shell Vacation Villas Condo and Bowditch Point Park
South	Mixed Residential	Commercial Resort (CR), Residential Multifamily (RM) and Residential Planned Development (RPD)	High-rise condominiums, rental cottages, residential lot
West:	Recreation	EC (Environmentally Critical)	Gulf of Mexico beach
East:	Tidal Water	None	San Carlos Bay
Enclave (bayside):	Mixed Residential	Commercial Planned Development (CPD)	Abaco Beach Property – Multi-unit

IV. PROPOSED DEVELOPMENT

The development program proposed will add a boutique hotel/condo to the bayside, consistent with the existing development, as well as a substantial number of improvements to the bayside properties and Estero Boulevard, and new features available to the public that are outlined in the next section.

The request will combine all historical zoning actions into a unified CPD that will:

- Establish an accurate zoning history and unify past actions into one CPD.
- Inventory existing development including hotel units, commercial area, amenities, and resort services and parking.
- Bayside: Allow for redevelopment generally limited to a new 40-unit boutique hotel/condo on the northernmost lot, a new guest unit on 309 Estero, a redeveloped parking area that surrounds the Dock Master Building, an improved boardwalk, and access to the potential water taxi.
- Gulfside: establish redesigned amenities of the existing resort property, add two units to White Sands by converting one floor of the spa, and add one guest unit to the former duplex and cottage lot south of White Sands.
- Add a host of public benefits designed to serve the local area and the Town as a whole.

The existing structures on the gulfside parcels – White Sands (Pink Shell Resort), Captiva Villas, and Sanibel View Villas – avoided significant structural damage from Hurricane Ian. The prior existing duplex and rental cottage were damaged in Hurricane Ian and have been razed. The land south of

Gulfshore Court has historically been used as an overflow surface parking lot and would now be available for development or reestablishment as a parking area.

Gulfside Parcels

Redevelopment of the gulfside parcels will be as follows:

- Rebuild one (1) of the three (3) units on the former duplex and cottage lot (CPD Area #2).
- Convert one floor of the spa in the White Sands building to two (2) hotel/condo units (CPD Area #1).
- Rebuild the beachside amenities that were largely destroyed from the hurricane, and much of this is well underway.

Bayside Parcels

Construct a new 40-unit boutique hotel/condo on the northernmost lot (lots 38 and 39) identified as CPD Area #4, redeveloped the surface parking area that surrounds the Dock Master Building, create an improved boardwalk, a new guest unit on 309 Estero, and provide access to a community water taxi.

- *COVENANT: The parcel of the proposed 40-unit hotel/condo parcel was not part of the Covenant Agreement made for density transfer to White Sands building in Resolutions 00-07 and 00-07A. The covenant identifies the areas as lots from the original plat. The covenant covers lots 28-36 only, while the proposed building is on lots 38 and 39.*

General Improvements

There will be general improvements to the properties that are not parcel-specific, such as landscaping enhancements to Estero Boulevard and other benefits outlined in the Public Benefits section.

Development Program Summary

Once complete, the proposed CPD intensity would be:

- 197 hotel and hotel/condo units (2 new hotel rooms from conversion of one floor of the spa in White Sands) – CPD Area #1.
- A new 40-unit boutique hotel/condo building – CPD Area #4.
- One (1) guest unit (former duplex and cottage lot) – CPD Area #2.
- One (1) guest unit (309 Estero) – CPD Area #3.
- 500 square feet in the dock master building – CPD Area #3.
- 41 boat slips with 39 live-aboards – CPD Area #3 *(live-aboards are considered to be living units but not dwelling units as defined by the Fort Myers Beach Comprehensive Plan. Where live-aboards are permitted in accordance with §34-1861 of this chapter, they are not subject to residential density computations.)*.
- Resort amenities such as sundeck and pools and non-residential uses associated with the resort such as restaurant, conference rooms, fitness facilities, pool bar, spa, and water sports.
- TOTAL GUEST UNIT COUNT FOR CPD: 239

Development Parameters

Height

The BFE at this location is 13 feet. The design flood elevation (DFE) is 19'6".

- The maximum permitted height to be established by the Pink Shell Resort and Marina CPD is 92 feet above base flood elevation (BFE) on the gulfside parcels.
- The height of the proposed boutique hotel/condo is 60 feet above DFE or 79'6" from grade.

Stories

The existing buildings are built to the following number of stories:

- 11 stories including the parking and mezzanine level of the White Sands building
- Eight (8) stories including the parking level of the Captiva Villas building
- Six (6) stories including the parking level of the Sanibel View Villas building
- Six (6) including the parking level in new boutique hotel/condo building.

Floor Area Ratio (FAR)

The FAR permitted at this location in the surrounding Commercial Resort (CR) zoning district is 1.2. Per LDC §34-633, the gross floor area includes the total floor area of all stories of a building within the surrounding exterior walls (whether the walls are solid or screened), plus all area below an elevated building that is six feet or more in height, plus all stories of covered parking. However, the calculation of the gross floor area does not include any area where the roof is screened rather than solid (such as swimming pool enclosures).

The land area used in the calculation is the gross square footage within the site's private property line, minus wetlands, canals or other waterbodies, and minus any land designated "recreation" on the comprehensive plan's future land use map. The area of the subject property landward of the 1978 Lee County CCCL is 6.02 acres or 262,231 square feet. This land area does not include any property located in the Recreation FLUC or Environmental Conservation zoning district.

The existing White Sands, Sanibel View, Captiva Villas and the dock master building account for 241,900 square feet of floor area. The additional boutique hotel building accounts for 78,000 square feet of floor area. The total floor is 319,900 square feet resulting in an FAR of 1.2.

Density

The proposed development approval would allow a total of 239 guest units over 6.02 acres. Hotel and motel guest units are considered commercial intensity and subject to a density equivalency factor.

The existing and proposed units are comprised of 94 hotel rooms in White Sands (including the two-unit spa conversion), 103 hotel/condo units in the Sanibel View and Captiva Villas, 40 hotel/condo units in the new boutique hotel, and two (2) guest units - one on former cottages/duplex lot gulfside and one on 309 Estero Boulevard bayside.

Density for the CPD area is calculated through the hotel equivalency factors in LDC §34-1803(a)(1) and can be accomplished through the CPD by increasing the factor for this site according to the table below.

Table 4: Pink Shell Density Equivalency

Building	Floor Area (SF)	LDC Equivalency Factor	Density Units	Current Equivalent Guest Units	Proposed Guest Units	Proposed Equivalency Factor	Proposed Equivalent Guest Units
White Sands	*> 750*	1.0	92	92	94	6.7	14
Captiva	*450-750*	1.5	43	29	43	6.7	6
Sanibel	*< 450*	2.0	60	30	60	6.7	9
New Boutique Hotel	*> 750*	1.0	-	-	40	6.7	6
Guest Units	*> 750*	1.0	4	4	2	6.7	1
TOTAL			***199***	***159***	***239***	***6.7***	***36***

Density Summary

- Density in the Pink Shell Marina & Resort is six (6) units per acre, or 36 units over six (6) developable acres.
- The maximum equivalency factor BY RIGHT for the Mixed Residential FLUC per the LDC is 2.0, or 72 units.
- The existing resort is not subject to equivalency calculations per historical approvals, but when applied the current equivalency factor permitted through planned development zonings of the Pink Shell is 5.4.
- The CPD zoning seeks a deviation to calculate the resort-wide existing and proposed guest units to arrive at an overall equivalency factor is 6.7.

Justification

Per LDC §34-1803(a)(2) guests units exceeding these equivalency factors or exceeding 1,000 square feet each may be allowed under exceptional circumstances as described in the comprehensive plan if approved as a deviation through a planned development rezoning. Before approving such a deviation, the town council must find that:

a. All other aspects of the development (height, traffic, intensity of use, etc.) are compatible with the surrounding area;

The proposed use is hotel/condo as part of the Pink Shell Rental Pool. This use as a vacation rental with ownership is common not only in the Pink Shell but similar to the other buildings across the street from Vacation Villas south to Island Shores south of Pink Shell.

b. The proposal clearly exceeds all standards of the Fort Myers Beach Comprehensive Plan; and

Policy 1-A-1: Changes along Estero Boulevard should improve on the characteristics that make it a boulevard in character and not just in name: safe and interesting to walk along, impressive landscaping, and scaled to people rather than high-speed traffic.

Policy 4-B-4 "MIXED RESIDENTIAL": designed for older subdivisions with mixed housing types on smaller lots, newer high-rise building… commercial activities, such as motels, must be sensitive to nearby residential uses, complement any adjoining commercial uses, contribute to

the public realm as de-scribed in this comprehensive plan, and meet the design concepts of this plan and the Land Development Code.

Policy 4-C-4 Building Heights: …where individual parcels of land are so surrounded by tall buildings on lots that are contiguous (or directly across a street) that this two-story height limit would be unreasonable, landowners may seek relief through the planned development rezoning process… the town shall balance the public benefits of the height limit against other public benefits that would result from the specific proposal.

Policy 7-D-5: Hidden-path System: The town shall support the creation of a quiet network of "hidden paths" running on the Bay side parallel to Estero Boulevard. This network would provide an alternative to walking and cycling along Estero Boulevard (as described further in the Community Design Element).

Policy 7-J-2: Traffic impact analyses and potential design improvements that could offset traffic impacts such as employee shuttles as part of the FDOT/Lee Tran – Commute Connect Program, alternatives forms of transportation, and concierge services encouraging public transportation.

c. In no case can equivalency factor increases exceed the maximum intensities allowed by the Fort Myers Beach Comprehensive Plan.

The maximum intensity allowed under the Comprehensive Plan for the Mixed Residential FLUC is 1.2 floor area ratio. This project does not exceed that intensity.

The applicant believes the proposed development meets these criteria.

Parking Analysis

The project intends to meet the parking requirements. Below is a breakdown of the required parking in the worst-case scenarios.

Table 5: Existing and Proposed Parking

Location		Existing Spaces	Proposed Spaces
Gulfside	Sanibel View Villas	92	92
	Captiva Villas	24	24
	White Sands	64	64
	Former Duplex and Cottage (Lot 5 and 6)	15	***3***
Bayside	Marina and Dock Master lot (surface parking)	143	***185***
	309 Estero Blvd Lot (surface parking)	5	***2***
	Employee Parking lot (lots 38 & 39)	49	***-***
	Boutique hotel/condo (lots 38 & 39)	***-***	***46***
Total		**392**	***415***

Table 6: LDC Parking Requirements

Use	Ratio	Existing Intensity	Proposed Intensity	Required Parking
Restaurant[1]	None per LDC 34-2020	5,450 sf	5,450 sf	0
Conference[1]	2/1000 sf	1,150 sf	1,150 sf	2
Ballroom[1]	8/1000 sf	2,104 sf	2,104 sf	16
Fitness Facility[1]	Non-Public	900 sf	900 sf	0
Spa[1]	5/1000 sf	6,033 sf	***3,000 sf***	***15***[3]
Pool Bar[1]	8/1000 sf	1,000 sf	1,000 sf	8
Retail[1]	3/1000 sf	1,400 sf	1,400 sf	2
Hotel/Condo Units[1] (White Sands, Sanibel View and Captiva Villas)	1.5 per Room	195	***197 (2 units per 3,000 sf spa conversion)***	***295.5***
Duplex and Cottage Lot[1]	2.0 per Unit	3	***1***	***3***
390 Estero Blvd. Lot[2]	1.5 per Unit	1	***1***	***2***
Boat Slips[2]	1/2 per slip	41	41	20.5
Dock Master Building[2]	2/1000 sf	500 sf	500 sf	1
Boutique hotel/condo[2]	1.5 per Room	-	***40 Units***	***60***
			Total Required Spaces	**420**[3]
			Total Spaces Provided (Table 5)	**416**

1 gulfside parcels and/or accessory to resort buildings
2 bayside parcels
3 Not applying trip capture for the majority of the spa use by guests already accounted for.

V. PUBLIC BENEFITS

The proposed zoning requests density above the minimum provided in the current Comprehensive Plan and Land Development Code Regulations. According to the Town's Comprehensive Plan FLU Policy 4-C-10 states that, "intensity and density levels allowed by the Future Land Use Map may be increased through formal amendments to this plan if such increases are clearly in the public interest, not just in the private interest of a petitioning landowner."

Likewise, FLU Policy 4-C-4 states that requests for additional height can be made and "the town shall balance the public benefits of the height limit against other public benefits that would result from the specific proposal."

Below are the proposed public benefits to the residents and visitors to the Beach and the Town for Fort Myers Beach overall. Based on such benefits, approval of additional guest units requested herein is appropriate.

1. **Redesign the walkways through the view corridor easements to north and south end of the bayside Dock Master building area and surface parking lot by creating a public boardwalk and park with features along Matanzas Pass.**

- As part of prior development of the Pink Shell Resort and Marina, easements were established for public view corridors and accessways on the bayside parcels north and south end according to a recorded covenant agreement. Prior to the hurricane, the area included surface parking and a pathway that provided access to the marina and other requirements. The Resort proposes to amend the original covenant by redeveloping and enhancing the original extent and requirements to improve the accessibility and overall public experience. The proposal includes a formal landscaped walkway that connects to Estero Boulevard on the north and south ends of the view corridor easements, wrapping the lot with an improved meandering boardwalk with view along the water of Matanzas Pass. The boardwalk connects to the water taxi slip and contains park-like features such as shaded seating, bike racks and greenspace.
- The landscaping, seating, bike racks, and boardwalk construction, as shown on the conceptual plan, is estimated to cost between $250,000 and $500,000 plus ongoing maintenance. The improvements are to maintenance in perpetuity by the Resort and perpetually open to the public.

2. Landscaping improvements to the bayside and gulfside buffers and right-of-way plantings along Estero Boulevard for the length of the CPD.

- The landscaping and improvements to Estero Boulevard have been important and substantially improved the look and feel of the northern part of the Island. Hurricane Ian and subsequent storms have damaged or removed much of the landscaping. The Pink Shell Resort proposes to restore prior improvements and additionally to substantially enhance what was previously provided per the conceptual landscape plan that is part of the zoning application. This zoning request includes a landscape plan for Estero Boulevard. The improvements will be paid for in full and maintained in perpetuity by the Resort. Simply put, the Town would be benefitted by such improved landscaping and pedestrian oriented infrastructure that would come at no cost to the Town now or in the future.
- The estimated cost of the improvements is approximately $150,000 plus ongoing maintenance. Additionally, each storm that floods the landscaped areas with seawater requires replacement of much of the planting, all of which will also be replaced by the Resort at no cost to the Town.

3. Barge pump out for Town's mooring fields.

- Since Hurricane Ian the resort has offered the marinas dock and pump to empty the Town's barge from the mooring fields. It will continue to offer the service in perpetuity ending only if the Town would choose to build its own facilities in the future.
- The value to the Town is substantial. The equipment is $40,000 but that is only a small portion of the costs. The Town would need waterfront property that would abut a dock in a place that would not be controversial to the neighbors, have employee time dedicated to the service, and maintain the equipment.

4. Stormwater storage and flood control under surface parking on the bayside.

- The Resort provided an easement to the Town at the north end of the surfacer parking lot on the bayside for the construction of a series of catacombs under the parking area that stores stormwater for the north end of the island. The chamber system solved a long running flood problem for the entire northern portion of the island.

5. **Resort provided employee transportation through the FDOT/Lee Tran – Commute Connect Program.**

   - The Resort operates two 15-passenger vans as a program thru LeeTran and Enterprise Vans for transport of employees in Lehigh Acres and North Fort Myers areas. The vans take approximately 30 employees to and from work on a daily basis with options to expand services in the future.
   - The vans costs $3,700 per a month for fees, maintenance of vehicles, fuel and pay to the drivers.

6. **Improved transportation circulation and options for alternative modes of travel.**

   - The Resort offers bicycles for use by guests as well as access to golf carts for rent. Additionally, the proposed additions of the intercoastal water taxi stop, the LeeTran trolley system with a stop in front of the Resort, redesigned walkway and boardwalk around the bayside property, enhanced crosswalks on Estero Boulevard, improved shading and landscaping along Estero Boulevard, and additional seating along sidewalks, will create a cohesive, connected, and complete alternative transportation solution at no cost to the Town.

7. **Drop off/pick up location for the proposed intercoastal water taxi route connecting visitors to San Carlos Island.**

   - The marina has ample slip and docking areas to provide a slip open to the public for drop-off and pickup as part of the park features and enhanced boardwalk on the south end of the bayside property. The water taxi would also provide alternative transportation to cars, alleviating traffic on Estero Boulevard, furthering the intent of Comprehensive Plan Policies T-1-D-1 through T-1-D-3. Further, the exit point from the water taxi is walking distance to the Bowditch Point Park pedestrian access, and therefore is located at a uniquely convenient spot for the public.

8. **Pre-arrival Concierge encouraging alternative transportation.**

   - The Resort provides pre-arrival concierge. As a program, the resort emails incoming guests 3 days out and 7 days out to encourage airport transportation and presell golf carts that are available as road ready alternatives to vehicles at White Sands with charging stations. The resort also has bike rentals available as another means of getting around the island without vehicles.

9. **Community support for Bay Oaks Summer Camp.**

   - Since Hurricane Ian damaged the Bay Oaks the community swimming pool Pink Shell has offered its pool for the Bay Oaks summer camp while the pool is being reconstructed. If, in the future, damage from natural disasters would render the Town's pool inoperable the Resort is willing to provide use of its facility in support of the summer program at no cost to the Town.

10. **Community day passes to pool amenities.**

    - Use of the Pink Shell Resort pool amenities are available to the public via day passes.

11. Florida Green Lodging Program, 4 Palm Certification, through FDEP

- As stated in a letter from FDEP, the Pink Shell Resort is a certified green lodging facility and one of the few such facilities in the State of Florida. The Resort intends to keep being environmentally conscious and maintain the certification relative to both the existing and proposed development.

12. Turtle Conservancy Certified Maintained Property

- The Beach belongs to all walks of life, including sea turtles. The Resort is currently taking the necessary steps to address lighting concerns for the nesting sea turtles at significant expense to the Applicant. They will meet or exceed said requirements such as installing tinted windows and directed outdoor lighting to be certified by the Conservancy pending completed work programs.

VI. INFRASTRUCTURE

As outlined in the enclosed application, and more thoroughly in the companion CPA, the subject property is currently serviced, or will be serviced, by public infrastructure that can accommodate the proposed density and intensity associated with the CPD request.

Letters of service availability have been received from the Lee County Utilities (Sewer), Town of Fort Myers Beach Utilities (Water), Lee County Sheriff, Fort Myers Beach Fire Control & Rescue District, Fort Myers Beach Public Works Department, Lee County School District, and Lee County Transit. Based on the capacity letters all agencies and services have adequate capacity to meet the demand for the additional units proposed in this application.

VII. DESIGN STANDARDS COMPLIANCE (LDC §§34-991 - 34-997)

§34-992

(a) Applicability. Except where this code specifically provides otherwise, these commercial design standards apply to all commercial and mixed-use buildings or portions thereof that are being newly built, and to "substantial improvements" to such buildings as defined in § 6-405 of this LDC, on properties that are zoned in any of the following zoning districts:

(6) CPD (commercial planned development) (§§34-951—34-960).

Applicant: The proposed redevelopment of the northern most bayside parcel property with a hotel/condo building of 40 units is new construction for which approval is requested through CPD zoning. The commercial standards within these sections will be applied to the design and conditioned appropriately by the zoning resolution.

(b) Commercial buildings on properties with a zoning resolution that incorporated specific architectural elevations shall be required to comply with these standards to the extent that the standards are not inconsistent with the approved elevations.

Applicant: Architectural renderings will be part of the Commercial Planned Development zoning package for conceptual compliance review by staff and the LPA and Town Council during public hearings.

(c) Commercial buildings such as hotels that will not contain commercial uses below base flood elevation shall not be required to comply with the ground-floor window and retail standards except along Old San Carlos Boulevard (see § 34-676(b)(2) of this chapter. However, the principal facades of these buildings must screen under-building parking areas in a manner acceptable to the town manager or designee.

Applicant: The 40-unit building on the bayside will be constructed above base flood elevation, and therefore does not propose ground floor commercial.

The building includes under-building parking on the first floor, which will be screened. This first-floor parking area will also be designed to create a pedestrian level scale with opening for light and building treatments that create the look and feel of windows and interesting facades.

(d) Compliance determinations. Compliance with these standards shall be determined as follows:

(1) An applicant may seek conceptual or final approval of a specific building and site design during the commercial planned development rezoning process (see § 34-931 of this chapter). The resolution approving a commercial planned development may include specific site plans and building elevations and shall specify the extent to which these plans and elevations have or have not been determined to meet these commercial design standards and whether any deviations to these standards have been granted.

Applicant: The Pink Shell Resort & Marina CPD application seeks conceptual approval of a Master Concept Plan (MCP) and conceptual approval of the 40-unit building that will be shown in the forthcoming renderings as part of the application.

The project proposes previously approved deviations to be carried over from all prior zoning approvals in addition to seven new deviations.

VIII. DECISION-MAKING COMPLIANCE (LDC §34-85)

Town council shall find that the requested zoning district complies with:

(1) The Fort Myers Beach Comprehensive Plan.

Applicant: The CPD zoning application meets the goals objectives and policies of the Comprehensive Plan.

Town council shall consider the following, whenever applicable:

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

Applicant: The rezoning of the Pink Shell managed properties solves the long-standing confusion that has resulted from the piecemeal zoning approvals. Adding to the confusion is the adoption of zoning approvals by Lee County prior to Town incorporation, and transition to the Town after incorporation. The requested CPD will codify streamlined development parameters and rectify any remaining discrepancies by placing all properties under one approved zoning resolution.

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

Applicant: The island has been changed by Hurricane Ian. Approval of this request would address substantial public benefits to the town while meeting floor area ratio permitted in the current FLUC.

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

Applicant: None.

(4) The testimony of any applicant.

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

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

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

(6) The testimony of the public.

Applicant: During the quasi-judicial process, the hearing will be advertised to the public and they will be entitled to present evidence, concerns, or issues with the proposed development pursuant to the Florida Sunshine Law and principles of procedural due process. In addition, the applicant intends to hold one or more public outreach events where public input will be received and considered by the Applicant.

(7) Whether the request is consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses as set forth in the Fort Myers Beach Comprehensive Plan.

Applicant: The proposed development includes public benefits, as discussed above. The Applicant respectfully requests consideration of these benefits in relation to its requests to exceed the standard density and intensity ranges for height and density under the current Comprehensive Plan. It is also for this reason that the Applicant has proposed the companion Comprehensive Plan Amendment to create a Pink Shell Mixed Use FLUC.

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

Applicant: The requested rezoning proposes to affirm both the existing Resort and new similar uses following those parameters already deemed to meet or exceed performance and locational standards. The public benefits will increase the performance of not only the Resort but the entire north end of the island by addressing safety, services, beauty, and alternative forms of transportation.

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

Applicant: Letters of availability have been requested and received regarding the adequate urban services for the proposed project. In short, the resort largely exists today with adequate infrastructure and services provided. The expansion will not exceed those capabilities.

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

Applicant: The request does not propose new development within environmentally sensitive areas, and will be required to develop according to the Town's LDC and applicable state requirements.

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

Applicant: The proposed development on the bayside is compatible with the existing gulfside resort in size, height, stories, function, and services.

(12) Whether the location of the request places an undue burden upon existing transportation or other services and facilities and will be served by streets with the capacity to carry traffic generated by the development.

Applicant: The proposed development should serve to decrease traffic issues by providing: (1) access to a water taxi as alternative transportation; (2) improved pedestrian circulation; and (3) enhanced shade and landscaping along pedestrian walkways.

LPA Recommendation Criteria Per LDC §34-85

According to LDC §34-216 the recommendation made to the town council must be supported by the guidelines set forth in LDC §34-85 of this chapter. In addition, the findings must address whether the following criteria can be satisfied:

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

Applicant: We respectfully assert that the use and location is appropriate. It has long been a commercial use and marina, and the proposed new development is consistent with the existing scheme of development. The buildings in the area are of similar height and size as that proposed by this request.

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

Applicant: Staff and applicant will discuss safeguards to be proposed as special conditions.

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

Applicant: Staff and applicant will discuss conditions that are reasonably related to the public interest, as impacted by this request.

d. The proposed use meets all specific requirements of the comprehensive plan that are relevant to the requested planned development, such as the following:

1. Policies 4-B-4 and 4-C-3 on commercial uses in the "mixed residential" category.

Applicant: The proposed development meets the intent of the FLUC.

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

Applicant: Not applicable

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

Applicant: See the Comprehensive Plan Consistency Section below.

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

Applicant: Not applicable

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

Applicant: Not applicable

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

Applicant: See the traffic study report by TR Transportation and the Master Concept plan.

IX. COMPREHENSIVE PLAN CONSISTENCY NARRATIVE

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

Future Land Use Element

POLICY 1-A-1: Changes along Estero Boulevard should improve on the characteristics that make it a boulevard in character and not just in name: safe and interesting to walk along, impressive landscaping, and scaled to people rather than high-speed traffic.

The proposed CPD rezone and companion CPA include commitments that will provide enhanced pedestrian safety and streetscape aesthetics, in direct compliance with this policy. The CPD master concept plan reflects sidewalk connectivity throughout the development, relocated public accessways, and improved/redesigned public boardwalk along Matanzas Pass. Additionally, public streetscape improvements are proposed along Estero Boulevard to create an enhanced pedestrian environment along the roadway and general improvement to aesthetics.

POLICY 1-B-2: Improve the appearance of the town throughout by landscaping public property and rights-of-way with native vegetation.

The CPD proposes landscaping improvements in the Estero Boulevard ROW for the length of the project, redesigned and maintained in perpetuity by the Applicant with no cost to the Town, to provide a comfortable walking environment in conformance with this Policy.

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

The CPD proposes landscaping improvements in the Estero Boulevard ROW for the length of the project, redesigned to provide a comfortable walking environment and maintained in perpetuity by the Applicant, in conformance with this Policy.

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

The CPD master concept plan and development parameters propose ground floor screening and landscaping according to the LDC for the new 40-unit building. The new structure proposed within CPD Area #4 has been designed to encourage both use and admiration by pedestrians, as discussed above. Further, the provision of two (2) pedestrian access easements, ROW landscaping improvements, free bicycles to resort guests, access to golf carts for rent, trolley stop, and water taxi encourage the public to experience the north end of the Island from outside a car from the time the arrive on the Island until their departure.

POLICY 4-A-2: The Town of Fort Myers Beach values its vibrant economy and walkable commercial areas. Through this plan, the town will ensure that new commercial activities, when allowed, will contribute to the pedestrian oriented public realm.

The proposed CPD provides for a mix of uses in support of this policy.

POLICY 4-A-4: Easy walking access to the beach is a key element of the town's human scale. Development trends that inhibit this access are undesirable (including traffic improvements to Estero Boulevard that would make it a barrier to the beach for pedestrians).

The proposed CPD rezone seeks to further enhance the pedestrian environment and multi-modal transportation network that is critical to Fort Myers Beach's success, quality of life and public safety. Specifically, supportive zoning conditions will contain the following bicycle/pedestrian elements in direct compliance with the above policy:

- ***Relocated public accessways at north and south end of building (bayside) and improved/redesigned public boardwalk along Matanzas Pass.***

- ***Landscaping improvements in Estero Boulevard for the length of the CPD, redesigned and maintained in perpetuity by the Applicant, to provide a comfortable walking environment.***

- ***A drop off/pick up location for the proposed intercoastal water taxi route connecting visitors to San Carlos Island.***

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

Uses and development in the areas waterward of the 1978 Coastal Construction Control Line (CCCL) will continue to comply with the above policy. Other portions of the Property are disturbed/developed. The development program will be designed and constructed to the

latest South Florida Water Management and Department of Environmental Protection standards to ensure high-quality development that protects natural resources.

As stated above, the Pink Shell Resort is one of the few certified green lodging facilities in the State of Florida, and has obtained the highest classification of 4 Palm, demonstrating the Applicant's ongoing commitment to natural resource preservation.

Additionally, following Hurricane Ian, the Applicant partnered with local and state agencies regarding beach renourishment. On May 15, 2023, the Pink Shell Resort & Marina executed the Temporary Beach Management and Access Easement agreement as shown in Exhibit C in the application.

POLICY 4-B-4 "MIXED RESIDENTIAL": designed for older subdivisions with mixed housing types on smaller lots, newer high-rise buildings, and mobile home and RV parks. This category will ensure that Fort Myers Beach retains a variety of neighborhoods and housing types. For new development, the maximum density is 6 dwelling units per acre (except where the Future Land Use Map's "platted overlay" indicates a maximum density of 10 units per acre for legally existing dwelling units). Commercial activities ties are limited to lower impact uses such as offices, motels, churches, and public uses, and must be sensitive to nearby residential uses, complement any adjoining commercial uses, contribute to the public realm as described in this comprehensive plan, and meet the design concepts of this plan and the Land Development Code. These qualities and overall consistency with this comprehensive plan shall be evaluated by the town through the planned development rezoning process. Non-residential uses (including motels and churches) now comprise 7.9% of the land in this category, and this percentage shall not exceed 12%.

The above policy describes the portions of the Property that are outside of the area currently assigned a Recreation FLU which is accurate for the CPD area. The resort use as hotel/condominiums for rent is an appropriate use. The density is permitted to be exceeded by increasing the equivalency factor while the project meets the intensity permitted with a floor area ratio of below 1.2 including ground level parking for the entire resort.

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

The zoning does not impact the Recreation FLUC. It is not part of the CPD boundary.

POLICY 4-C-3 COMMERCIAL LOCATIONS: When evaluating proposals for new or expanded commercial uses in categories where they are permitted, the several principles shall apply.

The proposed District/CPD is not located within the Low-Density category and is proposed for inclusion in a site-specific Mixed-Use District based on existing and proposed levels of development at an established node in the west side of Fort Myers Beach.

The proposed District requires the approval of a Planned Development rezoning to ensure conditions and site-specific concept plans are attached to the district in perpetuity.

The proposed District is currently within the Mixed Residential FLUC and proposes lower intensity uses such as hotel/lodging, recreation, and retail uses.

The proposal is sensitive to surrounding properties and provides enhanced public access to the Property and surrounding public amenities including Fort Myers Beach Accesses and Bowditch Point Park.

The physical scale has been carefully planned to remain consistent with the current development form and soften new building via landscaping and architectural details.

Transportation Element

POLICY 7-D-4 ENCOURAGE WATER TAXIS.

The CPD zoning includes a water taxi stop/drop-off at the south end of the bayside property connected to the public boardwalk and park area, in direct compliance with this policy.

POLICY 7-D-5 HIDDEN-PATH SYSTEM.

The proposed pathway, located on the bayside of the project, provides a hidden pathway that is open to public and provides a comfortable waterside pedestrian environment that connects the proposed buildings to the water taxi, fishing pier and greater Fort Myers Beach sidewalk system along Estero Boulevard.

OBJECTIVE 7-E UPGRADE ESTERO BOULEVARD.

The proposed enhanced landscape improvements will improve the walking environment and additional street trees, such as those to be provided, are proven to slow traffic and enhance public safety.

OBJECTIVE 6-E DUNES AND BEACHES

The property will contribute to the beach renourishment efforts by the Town and state agencies, as well as implement localized dune renourishment. On May 15, 2023 the Pink Shell Resort signed the Temporary Beach Management and Access Easement to allow the Town to administer the Estero Island Beach Renourishment Project post-Ian. See Exhibit C.

POLICY 6-H-5 WATER QUALITY

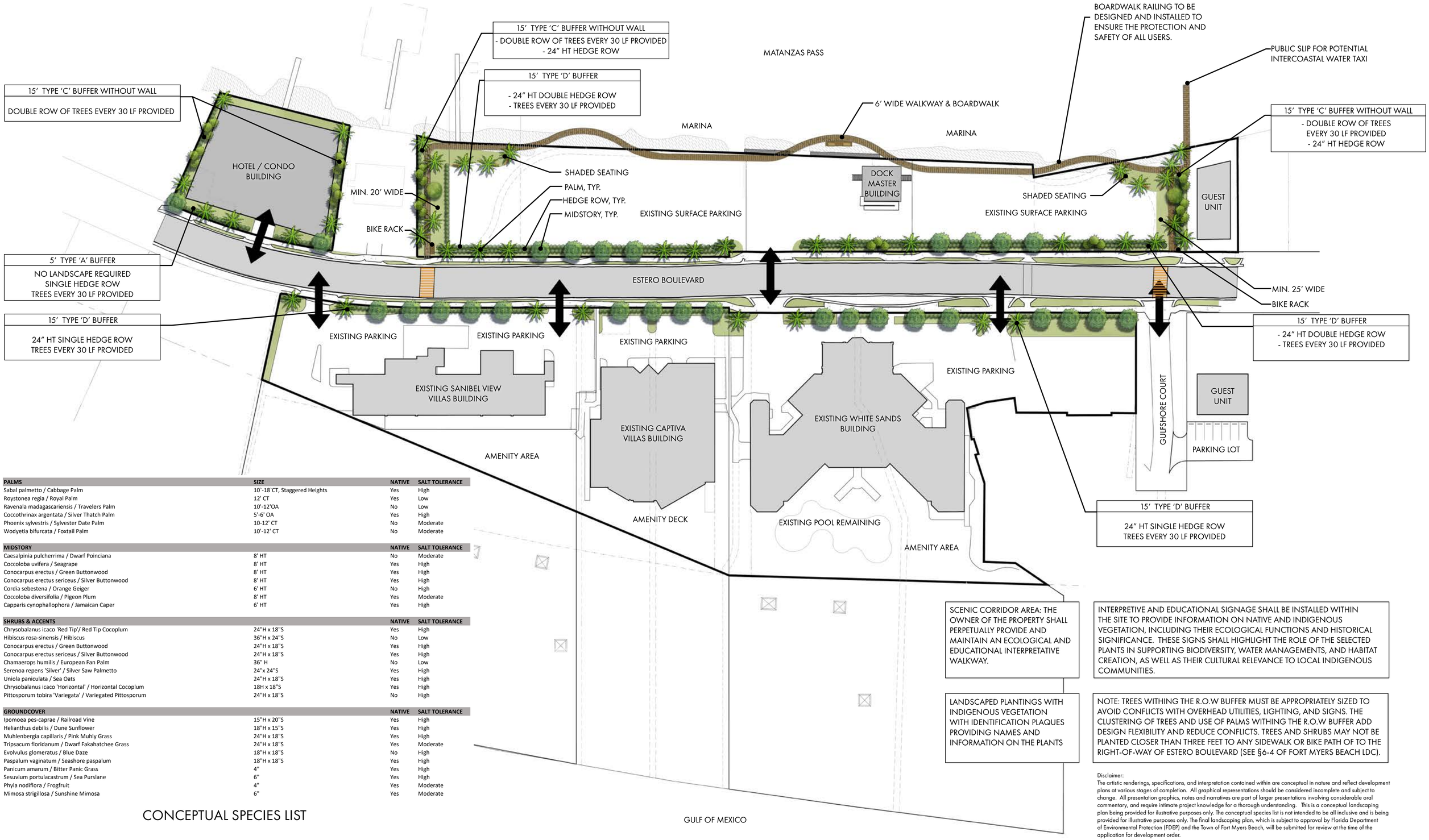
The implementing development plans, through CPD conditions and the adopted master concept plan, will be reviewed by the FDEP and SFWMD to ensure water quality is maintained and the project meets the current standards, which are more stringent compared to the existing permits.

X. CONCLUSION

In sum, the Pink Shell Resort & Marina CPD will allow for the expansion of resort-oriented uses at an established activity node in the north end of Estero Island, between Times Square and Bowditch Point Park. The expansion is largely contributing to the public benefit of Fort Myers Beach, including Estero Boulevard landscaping to improve aesthetics and the pedestrian environment, public fishing pier and new boardwalk that are fully open to the public, and recreational amenities.

As proposed through the Pink Shell Resort & Marina CPD will be consistent with the vision and implementing goals, objectives and policies of the Town's Comprehensive Plan and Land Development Code Regulations. For these reasons, the Applicant respectfully requests approval of this amendment.

APPENDIX A
Historical Zoning Summary



PALMS	SIZE	NATIVE	SALT TOLERANCE
Sabal palmetto / Cabbage Palm	10`-18`CT, Staggered Heights	Yes	High
Roystonea regia / Royal Palm	12' CT	Yes	Low
Ravenala madagascariensis / Travelers Palm	10'-12'OA	No	Low
Coccothrinax argentata / Silver Thatch Palm	5'-6' OA	Yes	High
Phoenix sylvestris / Sylvester Date Palm	10-12' CT	No	Moderate
Wodyetia bifurcata / Foxtail Palm	10'-12' CT	No	Moderate

MIDSTORY		NATIVE	SALT TOLERANCE
Caesalpinia pulcherrima / Dwarf Poinciana	8' HT	No	Moderate
Coccoloba uvifera / Seagrape	8' HT	Yes	High
Conocarpus erectus / Green Buttonwood	8' HT	Yes	High
Conocarpus erectus sericeus / Silver Buttonwood	8' HT	Yes	High
Cordia sebestena / Orange Geiger	6' HT	No	High
Coccoloba diversifolia / Pigeon Plum	8' HT	Yes	Moderate
Capparis cynophallophora / Jamaican Caper	6' HT	Yes	High

SHRUBS & ACCENTS		NATIVE	SALT TOLERANCE
Chrysobalanus icaco 'Red Tip'/ Red Tip Cocoplum	24"H x 18"S	Yes	High
Hibiscus rosa-sinensis / Hibiscus	36"H x 24"S	No	Low
Conocarpus erectus / Green Buttonwood	24"H x 18"S	Yes	High
Conocarpus erectus sericeus / Silver Buttonwood	24"H x 18"S	Yes	High
Chamaerops humilis / European Fan Palm	36" H	No	Low
Serenoa repens 'Silver' / Silver Saw Palmetto	24"x 24"S	Yes	High
Uniola paniculata / Sea Oats	24"H x 18"S	Yes	High
Chrysobalanus icaco 'Horizontal' / Horizontal Cocoplum	18H x 18"S	Yes	High
Pittosporum tobira 'Variegata' / Variegated Pittosporum	24"H x 18"S	No	High

GROUNDCOVER		NATIVE	SALT TOLERANCE
Ipomoea pes-caprae / Railroad Vine	15"H x 20"S	Yes	High
Helianthus debilis / Dune Sunflower	18"H x 15"S	Yes	High
Muhlenbergia capillaris / Pink Muhly Grass	24"H x 18"S	Yes	High
Tripsacum floridanum / Dwarf Fakahatchee Grass	24"H x 18"S	Yes	Moderate
Evolvulus glomeratus / Blue Daze	18"H x 18"S	No	High
Paspalum vaginatum / Seashore paspalum	18"H x 18"S	Yes	High
Panicum amarum / Bitter Panic Grass	4"	Yes	High
Sesuvium portulacastrum / Sea Purslane	6"	Yes	High
Phyla nodiflora / Frogfruit	4"	Yes	Moderate
Mimosa strigillosa / Sunshine Mimosa	6"	Yes	Moderate

CONCEPTUAL SPECIES LIST

SCENIC CORRIDOR AREA: THE OWNER OF THE PROPERTY SHALL PERPETUALLY PROVIDE AND MAINTAIN AN ECOLOGICAL AND EDUCATIONAL INTERPRETATIVE WALKWAY.

INTERPRETIVE AND EDUCATIONAL SIGNAGE SHALL BE INSTALLED WITHIN THE SITE TO PROVIDE INFORMATION ON NATIVE AND INDIGENOUS VEGETATION, INCLUDING THEIR ECOLOGICAL FUNCTIONS AND HISTORICAL SIGNIFICANCE. THESE SIGNS SHALL HIGHLIGHT THE ROLE OF THE SELECTED PLANTS IN SUPPORTING BIODIVERSITY, WATER MANAGEMENTS, AND HABITAT CREATION, AS WELL AS THEIR CULTURAL RELEVANCE TO LOCAL INDIGENOUS COMMUNITIES.

LANDSCAPED PLANTINGS WITH INDIGENOUS VEGETATION WITH IDENTIFICATION PLAQUES PROVIDING NAMES AND INFORMATION ON THE PLANTS

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

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

Copyright RVi

PINK SHELL RESORT • **CONCEPTUAL LANDSCAPE PLAN**

Fort Myers Beach, FL

11/11/2024

24007635

RVi
28100 Bonita Grande Drive
Suite 305
Bonita Springs, Florida 34135
Tel: 239.405.7777
www.rviplanning.com

0 40' 80'
SCALE: 1" =40'-0"

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: Various, See attached List of Owners-STRAPS-Address document

STRAP Number: Various, See attached List of Owners-STRAPS-Address document

Applicant: JABO, LLC Phone: _____

Contact Name: BIll Waichulis Phone: (239) 463-8601

Email: bwaichulis@boykin.com Fax: _____

Current Zoning District: CPD, CR and EC

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

FLUM Density Range: 6 du/acre Platted Overlay: ☐ YES ☑ NO

*Companion CPA submitted to amend FLUM to Pink Shell Mixed Use District

ACTION REQUESTED	SUPPLEMENTAL FORM REQUIRED
☐ Special Exception	PH-A
☐ Variance	PH-B
☐ Conventional Rezoning	PH-C
☑ Planned Development ■ Commercial ☐ Residential	PH-D
☐ Master Concept Plan Extension	PH-E
☐ Appeal of Administrative Action	PH-F
☐ Vacation of Platted Right-of-way and Easement	PH-G
☐ Other – cite LDC Section: _____	attach on separate sheet

PART I – General Information

A. Applicant*: JABO, LLC Phone: (239) 463-8601

**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: 275 Estero Boulevard, Fort Myers Beach, FL 33901

Email: bwaichulis@boykin.com Fax: (239) 463-8640

Contact Name: Bill Waichulis Phone: (239) 463-8601

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

B. Relationship of Applicant to subject property:

- [x] Owner*
- [x] Corporation*
- [ ] Subdivision*
- [ ] Land Trust*
- [ ] Association*
- [ ] Timeshare Condo*
- [ ] Partnership*
- [ ] Condominium*
- [ ] 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: Fred Drovdlic, AICP, RVi Planning + Landscape Architecture Phone: (239) 318-6707

Address: 1514 Broadway, Suite 201, Fort Myers, FL 33901

Email: fdrovdlic@rviplanning.com Fax: _____

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

Name: Amy Thibaut, Esq., Roetzel & Andress, LPA Phone: (239)338-4213

Address: 2320 First Street, Suite 1000

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

Name: Ted Treesh, TR Transportation Consultants, Inc. Phone: (239)278-3090

Address: 2726 Oak Ridge Court, Suite 503, Fort Myers, FL 33901

Email: TBT@trtrans.net Fax: (239)278-1906

PART II – Nature of Request

Requested Action (each request requires a separate application)

- [ ] Special Exception
- [ ] Variance from LDC Section _____ - _____
- [ ] Conventional Rezoning from _____ to _____
- [x] Planned Development
- [x] Rezoning from CPD, EC and CR to [x] Commercial PD [ ] Residential PD
- [x] Amendment. List the project number: See request Request Narrative & Comp Plan Compliance
- [ ] Extension/reinstatement of Master Concept Plan. List project number: _____

☐ Appeal of Administrative Action

☐ Vacation ☐ Right-of-Way ☐ Easement

☑ Other. Please Explain: Rezoning from CPD, EC and CR to CPD and EC

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: NA Description: _____

Code Section: NA Description: _____

Code Section: NA Description: _____

PART IV – Property Ownership (Single Owner)

☐ Single Owner (individual or husband and wife)

Name: NA Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT
APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, _____ swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the Town of Fort Myers Beach in accordance with this application and the Land Development Code;
All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;

I have authorized the staff of the Town of Fort Myers Beach Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

_____ _____
Signature Printed Name

STATE OF _____ COUNTY OF _____

The foregoing instrument was certified and subscribed before me by means of ____ physical presence OR _____ online notarization, this _____day of _____, 20_____, by _____, ☐ who is personally known to me OR ☐ who has produced _____ as identification.

(SEAL) _____
Notary Public Signature

PART V
Property Ownership (Multiple Owners)

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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address	Percentage Ownership
_____	_____
_____	_____
_____	_____
_____	_____

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

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

Name, Address and Office	Percentage of Stock
JABO, LLC	
Robert Boykin and John Boykin	100%
275 Estero Boulevard, Fort Myers Beach, FL 33901	

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

Name and Address	Percentage of Interest

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

Name and Address	Percentage of Ownership

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

Name, Address and Office	Percentage of Stock

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

Date of Contract: _____

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

Name	Address

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

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

_____
Signature

William Waichulis, Officer JABO, LLC
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, William Waichulis (name), as General Manager of Pink Shell (title) of JABO, LLC (company), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

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COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

JABO, LLC
Name of Entity (corporation, partnership, LLP, LLC, etc)

Signature

Manager
Title

WILLIAM WAICHULIS, GENERAL MANAGER
Typed or Printed Name

5/12/23
Date

STATE OF Florida **COUNTY OF** Lee

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR ☐ online notarization, this 12th day of May, 2023, by William Waichulis ☑ who is personally known to me OR ☐ who has produced _____ as identification.

TIMOTHY F. LAY
MY COMMISSION # HH 190730
EXPIRES: October 25, 2025
Bonded Thru Notary Public Underwriters

Notary Public Signature

PART VI– Property Information

A. Legal Description:

STRAP: Various, See attached Exhibit A

Property Address: Various, See attached Exhibit A

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee County?

☑ No. Attach a legible copy of the legal description as Exhibit 6-1.

☐ Yes. Property identified in subdivision: _____

Book: _____ Page: _____ Unit: _____ Block: _____ Lot(s): _____

B. Boundary Survey:

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

C. Property Dimensions:

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

Depth (please provide an average width if irregular in shape) 200 to 450 feet

Frontage on street: 1,050 (Estero Blvd) feet. Frontage on waterbody: 1,000+ feet

Total land area: 11 ☑ acres ☐ square feet

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

from Sky Bridge go north on Estero Boulevard 1+/- mile. Pink Shell Resort is located on both sides of Estero Boulevard.

☑ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

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

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

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

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

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

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

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

☐ Low Density	☐ Marina
☑ Mixed Residential	☑ Recreation
☐ Boulevard	☐ Wetlands
☐ Pedestrian Commercial	☐ Platted Overlay

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Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

EXPLANATORY NOTES

Please do not print, copy and submit these instructions

Please submit required applications, supplemental information, exhibits and documents to zoningpermits@fmbgov.com .

Application fees are set by resolution of the Town Council of the Town of Fort Myers Beach and must be paid before any materials submitted will be considered an application.

The applicant is responsible for the accuracy and completeness of this application. Time delays or additional expenses necessitated by submitting inaccurate or incomplete information will be the responsibility of the applicant. Decisions regarding requests to waive submittal requirements are at the discretion of the Community Development Director and may not be appealed.

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

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

Explanatory Notes – Part I

A. Applicant's name: The applicant may be the landowner or an authorized agent.
B. Relationship of applicant to property: Indicate if the applicant is the property owner, and if so, the type of ownership. If the applicant is not the owner of the property, indicate the relationship of the applicant to the owner and submit a notarized authorization from the owner(s) to the applicant.
C. Agent's name: If the applicant will have others representing him/her in processing the application, indicate name, address, and phone number.
D. Other agents: Provide contact information for any other agents that may be involved in the request.

Explanatory Notes – Part II

Indicate the requested action.

Explanatory Notes – Part III

If waiver of any application requirement has been approved by the Community Development Director, attach a copy of the approval. Please request waivers prior to applying. Exhibit 3-1

Explanatory Notes – Part IV

A. If the property owner is an individual or husband and wife, check the box and provide the information.

Explanatory Notes – Part V

A. If there are multiple property owners exhibit 5-1, complete the disclosure form and include the names and mailing addresses of all persons or entities having an ownership interest in the property, including the names of all stockholders and trust beneficiaries. Disclosure is not required of any entity whose interests are solely equity interests that are regularly traded on an established securities market in the United States or another country.
B. If more than one parcel is involved, submit a list of all property owners and their mailing addresses. Provide a map keyed to the list of property owners showing their interests. The applicant is responsible for the accuracy of the list and map Exhibit 5-2
C. Where the property is a condominium or timeshare condominium, the application must be initiated by both the condominium association and no less than 75% of the total number of unit owners. To verify ownership, the list of property owners must be identified by unit number and/or timeshare period as applicable, along with proof that the owners who did not join in the application were given actual written notice of the application by the applicants, who must verify the list and the notice by sworn affidavit. Attach this affidavit as Exhibit 5-3.
D. In addition, a letter of opinion from an attorney licensed to practice law in the State of Florida addressing the considerations in LDC Section 34-201(a)(1)b.3. must be attached as Exhibit 5-4.

Explanatory Notes – Part VI

A. Include the street address of the subject property. List STRAP number. If more than one parcel is involved, list all STRAP numbers. If you don't know the STRAP number, you can look up the property in the records of the Lee County Property Appraiser at http://www.leepa.org. If the application includes only one or more undivided platted lots within a subdivision officially recorded in the Plat Books of Lee County, Florida, identify the property by lot number(s), block if applicable, subdivision unit if applicable, subdivision name, and plat book number and page number. If the property is not one or more undivided platted lots or is in an "unrecorded" subdivision, attach a metes and bounds legal description giving accurate bearings and distances for each course. If multiple parcels are involved, the metes and bounds legal description must describe the perimeter of the entire property subject to the request. The initial point in the description must be related to at least one established identifiable real property corner, such as a government corner or a recorded corner. The bearings used in the description must be clearly referenced to a well-established and monumented line. Exhibit 6-1
B. Submit a Boundary Survey meeting the minimum technical standards for surveying set out in Chapter 61G17-6 of the Florida Administrative Code. Make sure that the surveyor is aware of any specific needs of the survey (location of Coastal Construction Lines, locations of existing structures, locations of easements, etc) that are relevant to your request. The perimeter boundary of the entire subject property should be indicated clearly with a heavy

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
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line. Exhibit 6-2

C. Provide the property dimensions or the approximate dimensions if the property is not a regular quadrilateral.
D. Describe how to get to the property starting from either the Sky Bridge or the Big Carlos Pass Bridge (specify which). Exhibit 6-3
E. If there are any deed restrictions or covenants that might affect the requested action, provide the information. Exhibit 6-4
F. A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit 6-5
G. Attach a list of the surrounding property owners within 500 feet of the perimeter of the area of the request. Also include two sets of mailing labels providing the names and addresses of the owners on this list, and a map showing the parcel boundaries within the 500-foot radius Exhibit 6-6. This information can be acquired for a small fee by requesting a "variance report" from the Map Sales Office at the Lee County Property Appraiser's Office. Contact information for the Property Appraiser can be found at http://www.leepa.org.
H. Indicate the Future Land Use Map category or categories of the property as shown on the Fort Myers Beach Comprehensive Plan's Future Land Use Map, and whether the property is located in the "platted overlay" on the map.
I. Indicate the current zoning of the property. In most cases the current zoning is shown on the official zoning map of the Town of Fort Myers Beach, as adopted by ordinance. If zoning actions affecting the subject property have been taken since March 2004, call Town Hall to verify the current zoning.

Explanatory Notes – Part IV & V

The applicant must sign and submit either of the affidavits in Part V & VI, as applicable.

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

Case # _____ Date Received: _____

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-D

Additional Required Information for a Planned Development Application

This is the second part of a two-part application. This part requests specific information for a planned development rezoning or an amendment to an approved planned development. Include this form with the Request for Public Hearing form.

Fee in the amount of $8000.00 up to 1 acre +1000.00 per additional acre
$2000.00 PD Amendment minor (< acre total property area)
$4000.00 PD Reinstatement or $6500.00 PD Amendment

Project Name: Pink Shell CPD
Authorized Applicant: Bill Waichulis, JABO, LLC
STRAP Number(s): See attached List of Owners, Addresses and STRAPS

Current Property Status: Pink Shell Resort and amenities, surface parking, marina
Current Zoning: Various CPD's, CR and EC
Future Land Use Map (FLUM) Category: Mixed Residential and Recreation*
Platted Overlay? ☐ **yes,** ☐ **no FLUM Density Range:**

Requested Action:

☐	DRI (with rezoning)
✔	Planned Development (also check below)
☐	Rezoning from: CPD, CR and EC to: CPD and EC
☐	Amendment to Master Concept Plan/attendant documentation

Town of Fort Myers Beach 2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone 239 765-0202 Zoningpermits@fmbgov.com Fax 239 765-0909

PART I
Narrative Statements

A. **Comprehensive Plan Amendments** (check one)

☑ There are NO Comprehensive Plan Amendments pending that could affect the future use of this property.
☐ The following Comprehensive Plan Amendments ARE pending and could affect the future use of this property (list the amendment and give a brief explanation of its possible effect)
from the Mixed Residential and Recreation to Mixed Residential and Recreation to the
Pink Shell Mixed Use District and Recreation Future Land Use Category

B. **Phasing of Construction**

☐ The development is to be constructed in a single phase.
☑ The development is to be constructed in phases as follows: (describe proposed phasing below)
Phase 1 - Bayside parking gagarge and multifamily units, Estero landscaping, Resort amenities
Phase 2 - Workforce Housing building

C. **Comprehensive Plan Compliance.**

Explain how the proposed development complies with applicable Goals, Objectives, and Policies of the Fort Myers Beach Comprehensive Plan.

See request narrative and comprehensive plan compliance document

D. Design Standards Compliance

For projects required to meet Commercial Design Standards, explain how the proposed development complies with the design standards set forth in LDC Sections 34-991 through 34-997.

See request narrative and comprehensive plan compliance document

E. Decision-making Compliance

Explain how the proposed development complies with the guidelines for decision-making embodied in LDC Section 34-85.

See request narrative and comprehensive plan compliance document
from Sky Bridge go north on Estero Boulevard 1+/- mile. Pink Shell Resort is
located on both sides of Estero Boulevard.

F. Schedule of deviations and written justification

Provide a list of the requested deviations keyed to the Master Concept Plan and provide a written justification for each deviation. The location of each deviation should be indicated on the Master Concept Plan.

G. Administrative amendments to approved Master Concept Plan

For amendments to an approved Master Concept Plan, indicate the specific amendments that could not be approved administratively as set forth in LDC Section 34-219.

NA

PART 2

Submittal Requirements

All applications for a planned development must submit fourteen (14) copies of this application form and all applicable exhibits.

Required Items

Public Hearing Request Form
Supplement Form PH-D
Master Concept Plan
Traffic Impact Statement
Architectural Elevations
Schedule of Uses
Fee in the amount of $8000.00 up to 1 acre +1000.00 per additional acre
$2000.00 PD Amendment minor (< acre total property area)
$4000.00 PD Reinstatement or $6500.00 PD Amendment

For DRI: A Binding letter of interpretation from DCA or a complete and sufficient ADA.

Case # _____ Date Received: _____

Guide to Filing Supplement PH-D for Planned Developments

Amendments Applications for amendments to an approved Master Concept Plan or its attendant documentation will require as much information as is needed to describe the changes requested, to specify the incremental change in impacts expected from the amendment, and to detail the changes in surrounding land uses that have occurred since the original application. Some amendments can be approved administratively as provided in LDC Section 34-219, but all other amendments must proceed through the public hearing process.

Through a pre-application meeting with Community Development staff, prospective applicants can determine whether proposed amendments will require a public hearing, and can request waivers from any submittal requirements that are not necessary to specify the changes requested.

All other planned developments All other applications must complete and submit the Request for Public Hearing and Supplement PH-D, along with all required documents. Refer also to the instructions for the Request for Public Hearing form.

Case Number will be inserted by Community Development staff.
Project Name must be the same as the name used on the Request for Public Hearing form.
Authorized Applicant must be the same as on the Request for Public Hearing form.
STRAP numbers must be the same as on the Request for Public Hearing form.
Current status of property must be the same as on the Request for Public Hearing form.
Requested Action: Indicate whether the request is a DRI (Development of Regional Impact) that requires rezoning, a Planned Development, or an amendment to a Planned Development.

Part 1 Narrative Statements:

Comprehensive Plan Amendments
If Comprehensive Plan Amendments are pending that might affect the future use of the property, explain the amendments' possible effects.

Construction Phasing
If the project is to be constructed in multiple phases, describe the ordering and timing of the proposed phasing. In the absence of a phasing plan, phasing of development would be governed by the limitations of LDC Section 34-220.

Comprehensive Plan Compliance
Explain how the proposed development complies with the Fort Myers Beach Comprehensive Plan. Address the Future Land Use Map category or categories applicable to the subject property and any other relevant policies.

Design Standards Compliance
For properties and/or projects as described in LDC Section 34-992, explain how the proposed development will comply with the standards in LDC Sections 34-991 through 34-997.

Decision-making compliance
Explain how the proposed development will comply with the standards for decision-making in LDC Section 34-85.

Schedule of deviations and written justification
Identify the deviations from the requirements of the Land Development Code that are requested for the proposed development and justify them in relation to the guidance in LDC Section 34-932(b).

Administrative amendments
If the request is for an amendment to a planned development, indicate which of the requested changes could not be approved administratively as allowed by LDC Section 34-219.

Part 2 Submittal Requirements

Public Hearing Application Form. Applications for rezoning, including Planned Developments and Planned Development amendments for which public hearing is required, consist of the Public Hearing form and the supplemental form PH-D. Both parts of the application form must be completed and submitted.

Master Concept Plan. The master concept plan consists of maps, graphic illustrations, and written statements concerning the development. Space has

been provided on this form for many of the required narrative statements, though they can be attached on separate sheets. A master concept plan must include the following required information:

a. The general size, configuration, and location of each development phase, and a description of the phasing of construction, unless the development is to be constructed in a single phase.
b. The maximum height of any proposed buildings or structures, using the Land Development Code's method of measuring building height (see LDC Section 34-631).
c. Proposed principal and accessory uses, identified using the terminology employed in the Land Development Code. Employ the groupings of uses in Tables 34-1 and 34-2 of the Land Development Code, or specify individual uses if necessary.
d. The density and intensity of the proposed uses, in terms of dwelling units by type, or through conversion factors for hotel/motel units. Provide gross square footages for types of commercial uses, and maximum Floor-Area Ratio.
e. The minimum width and composition of proposed buffers along the perimeter of the property. References to the types of buffers required by LDC chapter 10 are acceptable.
f. The location of any environmentally sensitive land and water, based on standard environmental data capable of verification by Town staff. Developments larger than one acre in size may require a protected species survey under LDC Section 10-473.
g. The exact location of all points of vehicular ingress and egress from existing easements or rights-of-way into the development, with distances from other existing or planned rights-of-way or access points.
h. Access and facilities for public transit, if applicable.
i. The general location of stormwater management areas.
j. The specific locations of requested deviations, including sample detail drawings illustrating their effects if applicable.
k. The exact location of existing rights-of-way and easements, whether or not those easements are recorded.
l. Proposed dedications, if any, including beach access, boat ramps, park or recreation areas, open space, or other easements.

Traffic Impact Statement. A traffic impact statement in the same format and to the same degree of detail required for development orders (LDC Section 10-286).

Architectural Elevations. Architectural elevations or three-dimensional renderings that show at minimum all building façades adjoining public streets. These drawings will serve for the sketch requirement of LDC Section 34-202(b)(5) as well. If aspects of the proposed design will not comply with the commercial design standards of LDC Sections 34-991 through 34-997 (if required), the applicant may request deviations from those standards.

Schedule of uses. A list of all proposed principal and accessory uses. Identify these uses by reference to the groups of uses in Tables 34-1 and 34-2 of the Land Development Code unless greater specificity is necessary. For amendments to planned developments that were approved under different regulations, the enumeration of uses in the schedule of uses supplied for the amendment must be specific enough to explain what uses were previously approved without future reference to prior regulations or approvals.

ORDINANCE 24-35

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.

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, JABO, LLC, the owner, and RVI, as agent for 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-w1-0070d.028a, 24-46-23-w1-00700.0340, 24-46-23-w1-00700.0290, 24-46-23-w1-00700.0330, 24-46-23-w1-00700.0320, 24-46-23-w1-03700.00ce, & 24-46-23-w1-04100.00ce in the Town of Fort Myers Beach, filed applications to rezone the property from the CPD and Commercial Resort (CR) to CPD with Master Concept Plan (MCP) with certain deviations to the Land Development Code (LDC) in order to amend the approved development to allow a new 40 lodging unit hotel, two (2) new hotel rooms in the White Sands building, and one guest structure Gulfside and one on 309 Estero Boulevard, in addition to the existing approved development of 195 resort units, a marina and resort accessory uses; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on December 3, 2024; and

WHEREAS, at the December 3, 2024 public hearing the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, as required by Section 34-85 of the Town Land Development Code; and

WHEREAS, at the December 3, 2024 public hearing the LPA found that the request is consistent with the comprehensive plan and the requirements of the LDC and Member McLean

made a motion for denial without prejudice that was seconded by Vice Chair Plummer, and the LPA recommended denial without prejudice by a 4-2 vote, with one member absent; and

WHEREAS, on January 8, 2025 the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the request of the Applicant, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons, as required by Section 34-85 of the LDC; and

WHEREAS, the Town Council voted to have a second reading of the proposed Ordinance and a public hearing on this matter was noticed in the Fort Myers News-Press more than 10 days prior to the Town Council on February 3, 2025; and

WHEREAS, at the February 3, 2025 public hearing, the Town Council gave full and complete consideration to the request of the Applicant, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons, as required by Fort Myers Beach Land Development Code (LDC) Section 34- 85; and

WHEREAS, the applicant has resolved and is current on any outstanding fees associated with notice, advertisement, and consulting services required by the Town; and

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

WHEREAS, Exhibit A is the approved Master Concept Plan (MCP), which future development should be substantially in compliance with; and

WHEREAS, Exhibit B provides the approved development regulations and the schedule of uses during the development process; and

WHEREAS, Exhibit C provides a list of conditions if this CPD rezoning is approved

WHEREAS, Exhibit D provides a historical summary of approvals for the Pink Shell development; and

WHEREAS, the Town Council finds that this request to rezone the property from the CPD and CR to CPD with MCP with 7 deviations to the LDC in order to develop a resort hotel development with 40 lodging units, 2 guest units and 2 additional hotel units in the place of one floor of the White Sands spa, is a unique application, which does not set precedent for future development or rezoning applications; and

WHEREAS, the requested deviations from the LDC include:

Deviation #1

Area #3: Deviate from LDC §10-416(d)(2) Table 10-8 requiring a Type C buffer with a wall when a proposed commercial parking lot is next to a multifamily residential property; to allow a Type C buffer with no wall to allow visibility to the redesigned public boardwalk.

Deviation #2

Deviate from LDC §34-645 Table 34-2 that specifies in the CR zoning district no building or structure shall be placed closer than 20 feet as a rear setback; to allow a 15-foot rear setback.

Deviation #3

Deviate from LDC §34-645 Table 34-2 that specifies in the CR zoning district no building or structure shall be placed closer than 20 feet as a side setback; to allow a 10-foot side setback on the western boundary and a 7.5-foot setback on the eastern boundary in CPD Area #3 for the guest unit structure on 309 Estero Boulevard.

Deviation #4

Deviate from LDC §34-645 Table 34-2 that specifies in the CR zoning district no building or structure shall be placed closer than 20 feet as a side setback; to allow a 10-foot side setback on the western boundary, abutting Bowditch Point Park, in CPD Area #4 for the new 40-unit hotel/condo building.

Deviation #5

Deviate from LDC §34-645 Table 34-2 that specifies in the CR zoning district no building or structure on a waterfront lot shall be placed closer than 25 feet to a waterbody as a rear setback; to allow a 10-foot rear setback in CPD Area #4 for the new 40-unit hotel/condo building.

Deviation #6

Deviate from LDC §34-675(b) that requires a maximum height of 30 feet above base flood elevation and no taller than three stories; to allow a height of:

• 60 feet as measured from one foot over base flood elevation (BFE+1) or

• Five (5) stories (six (6) stories over ground level parking).

Deviation #7

Deviate from LDC §34-1803(a)(1) that establishes hotel and motel guest units to be substituted for the dwelling units setting the allowable intensity by equivalency factors of up to 2.0 per density unit, in this case in the Mixed Residential land use category; to allow an increase in the factor to 6.7 for the entire resort property that is included in the CPD boundary.

WHEREAS, the Town Council considered all relevant factors and made the following formal findings before making its final decision on the requested rezone to a Commercial Planned Development (see LDC 34-85 and 34-216):

a. Minor ambiguities were resolved through the deviation process.
b. The previous development on the subject property was destroyed by Ian and adoption of the rezoning with deviations ameliorates longstanding design issues on the site due to the lot's odd shape and orientation.
C. The rezoning would carry out the policies and requirements of the Comprehensive Plan and Land Development Code.
d. The Town Council carefully considered the testimony of the applicant, the

recommendations of staff and of the local planning agency, and testimony from the public.

e. The rezoning would be consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses in the Comprehensive Plan.

f. The rezoning would meet or exceed all performance and locational standards set forth for the proposed use.

g. Urban services are available and adequate to serve the proposed use.

h. The rezoning would protect, conserve, or preserve environmentally critical areas and natural resources.

i. The rezoning would be compatible with existing and planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.

j. The rezoning would not place an undue burden upon existing transportation or other services and facilities and will be served by streets with the capacity to carry traffic generated by the development.

k. The rezoning, with the mitigating factors volunteered by the applicant and the special conditions imposed by the Town Council, is consistent with the Fort Myers Beach Comprehensive Plan, Land Development Code, and other applicable town ordinances or codes.

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

m. Sufficient safeguards to the public interest are provided by the recommended special conditions to the master concept plan and by other applicable regulations.

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

WHEREAS, the Town Council made the following formal findings before making final decisions on the eight requested deviations from “by-right" requirements of the Land Development Code (see LDC 34-216):

a. Each item enhances the achievement of the objectives of the planned development; and

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

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

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

WHEREAS, the Town Council finds that this application to approve Ordinance 24-35 is consistent/ not consistent with the Town of Fort Myers Beach Comprehensive Plan and LDC and voted to deny/ approve/ approve with conditions the Application.

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

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

Section 2. The Town Council determines the Applicant did/did not meet its burden of proof,

that the request to approve Town of Fort Myers Beach's Ordinance 24-35 and the conditions of approval for the commercial planned development zoning, does/ does not meet the requirements of the Town Comprehensive Plan and LDC. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties, the Town Council DENY/ APPROVE/ APPROVE WITH CONDITIONS the requested application.

Section 3. Town Ordinance 24-35 is adopted and the approved Master Concept Plan set forth in Exhibit A, the schedule of uses found in Exhibit B, the conditions of approval found in Exhibit C, and a summary of historical zoning resolutions for this property found in Exhibit D, attached hereto and incorporated herein by this reference are approved.

Section 4. Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted LDC or Town Code provision, ordinance, or statute, the most restrictive shall apply.

Section 5. Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the Town Manager without further process.

Section 6. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 7. This Ordinance will take effect immediately upon adoption by the Town Council.

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

DULY PASSED AND ADOPTED on this 3rd day of February 2025.

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

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of February 2025.

Attachments:

A – Master Concept Plan
B – Schedule of Uses
C – Conditions of Approval
D – Historical Zoning Resolutions

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-215**

1. **Request:**

Meeting Date: February 3, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE VAR20240233: 1) A VARIANCE TO REMOVE REQUIRED PARKING ASSOCIATED WITH THE USE OF THE LOT AS A 25-UNIT HOTEL/ MOTEL; 2) A VARIANCE TO REMOVE SITE DESIGN REQUIREMENTS SUCH AS PROVIDING LIGHTING FOR VEHICLE AND PEDESTRIAN USES, TURN-AROUND AREA SUFFICIENT TO ALLOW 90-DEGREE PARKING AT THE END OF A ROW, THE ABILITY TO TURN-AROUND AND EXIT THE LOT IN A FORWARD ORIENTATION, STACKING REQUIREMENTS, ADDITIONAL DRAINAGE AND PARKING LOT LANDSCAPE REQUIREMENTS AS DESCRIBED IN SEC. 10-416(C); 3) A VARIANCE TO REMOVE REQUIREMENTS WHICH LIMIT DRIVEWAY WIDTHS TO A MAXIMUM OF 25-FEET; AND 4) A VARIANCE TO ALLOW INTERNAL AISLE WIDTH FOR TWO-WAY TRAFFIC BE NO LESS THAN 22-FEET IN WIDTH. FOR THE PROPERTY LOCATED 1479 ESTERO BLVD.; AND PROVIDING FOR AN EFFECTIVE DATE

Why the action is necessary:

The applicant must design their parking lot to meet the LDC requirements, the applicant has proposed to variance those non-compliant aspects of the existing lot and they will be held to the plan approved in a previous Limited Development Order (LDO) from 2020.

What the action accomplishes:

Allows the applicant an exemption from bringing non-compliant aspects of the parking lot into conformity with the current LDC.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
PUBLIC HEARINGS	Resolution	Jason Smalley, Senior Planner

5. **Background:**

The applicant was notified that they must obtain prior approval from Town Council before engaging in commercial parking at their 1479 Estero site. The applicant wishes to remove parking requirements for the 25-unit hotel building on this site, allowing for the use of all parking spaces to be used for commercial parking, while also requesting to remove landscape buffers, required parking lot configuration requirements and LDC-required reductions of their driveway width.

This item was continued at the December 10, 2024, LPA meeting. After the meeting staff consulted with the Town Attorney and determined that this Variance request was necessary for the approval of the concurrent Special Exception application.

The LPA recommended approval of variances 2, 3 and 4 and recommended denial for the 100% reduction of parking requirements on 1479 Estero. The LPA voted 5-1 (with one member not present) to forward the requests to Council. Council will be presented with all 4 variances for their consideration.

Attachments:

1. TC Staff Report
2. Variance Application and Supporting Documents
3. [Historical] Adjacent Neighbor's LDO

Financial Impact:
N/A

6. **Alternative Action**
Approve with conditions

7. **Management Recommendations:**
N/A

8. **Recommended Approval:**

Jason Smalley, Senior Planner	Created/Initiated - 1/27/2025
nancy stuparich, Town Attorney	Approved - 1/28/2025
Amy Baker, Town Clerk	Approved - 1/28/2025
Andy Hyatt, Town Manager	Final Approval - 1/29/2025

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE:	**Variance**
CASE NUMBER:	**VAR20240233**
CASE NAME:	1479 Estero Blvd.; requesting a variance from Sec. 34-2020(d)(2)(e) for the removal of required parking spaces to serve 25 hotel/ motel units, Sec. 34-2015 removing requirements to design the parking lot with sufficient lighting, on-site turnaround area, vehicle stacking and drainage and landscaping design, Sec. 34-2016(1) requiring two-way drive-aisle widths to be at least 22-feet wide, Sec. 34-2013 requiring minimum and maximum driveway widths at the entrance/ exit.
COUNCIL HEARING DATE:	**February 3, 2025, at 9 AM**
STAFF RECOMMENDATION:	**APPROVE WITH CONDITIONS**
PREPARED/ SUBMITTED BY:	**Jason Smalley, Senior Planner**

I. APPLICATION SUMMARY

Applicant/Owner:	Robert Burandt, Esq./ LKLB of Florida Inc.
Request(s):	**1)** A variance to remove required parking associated with the use of the lot as a 25-unit hotel/ motel; and **2)** A variance to remove site design requirements such as providing lighting for vehicle and pedestrian uses, turn-around area sufficient to allow 90-degree parking at the end of a row, the ability to turn-around and exit the lot in a forward orientation, stacking requirements, additional drainage and parking lot landscape requirements as described in Sec. 10-416(c); **3)** A variance to remove requirements which limit driveway widths to a maximum of 25-feet; and **4)** A variance to allow internal aisle width for two-way traffic be no less than 22-feet in width.

Subject property:	See attached site plan
Physical Address:	1479 Estero Blvd
STRAP #:	19-46-24-W4-0060B.0070
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:
Robert Burandt, Esq., the authorized representative for 1479 Estero Blvd, is requesting four variances from the Town's Land Development Code (LDC). The first (1) is a variance from LDC 34-2020(d)(2)(e) requiring a minimum of 30 parking spaces to accommodate the hotel/ motel use of 25-units which are less than 450 square-feet per room (25 units x 1.2/ unit ≤450 s.f. = 30 required spaces; 13 remaining spaces which can be utilized for commercial parking should that use be approved by Council).

The second (2) is a variance from the Town's LDC 34-2015 which requires parking lots to be designed with internal landscaping and drainage to meet current land development code standards. The applicant is also seeking relief from stacking, turning radius and lighting requirements. The elimination of these requirements may impact the free-flow of traffic on Estero Blvd.,

The third (3) variance is from the Town's LDC 34-2013 which limits maximum driveway widths is 25-feet, the northernmost driveway is approximately 30-feet wide.

The fourth (4) is a variance from the Town's LDC 34-2016 which requires drive aisle widths of at least 22-feet, the applicant's previously approved Limited Development Order (LDO) shows that the existing aisle width is approximately 20-feet according to Lee Property Appraisers online GIS tools.

Analysis:
The first (1) variance request is for a reduction of the minimum required parking to accommodate the hotel/ motel use which calls for 1.2 spaces per accommodation unit which are ≤450 s.f. The Town's LDC Sec. 34-2020 (d)(2)(e) would require that 30 of the 43 available parking spaces would need to be dedicated for use by the 25 hotel/ motel units, allowing them a maximum of 13 spaces dedicated to commercial use. The applicant is requesting that all 43 spaces be allocated for a commercial parking lot, a 100-percent reduction of required parking associated with the hotel/ motel use

The second (2) variance request is to remove parking lot design requirements. The Town's LDC Sec. 34-2015 states that applicants shall provide landscaping, drainage to accommodate the use of the site as a 25-unit hotel/ motel, space to allow for stacking to occur entirely on the applicant's site, vehicle/ pedestrian lighting and end spaces to provide sufficient turn-around space in dead-end aisles. The applicant is seeking to keep the site as it currently exists. A commercial parking lot is anticipated to have a greater impact to Estero Blvd, with an increase to vehicle move in and out of the property.

The third (3) variance request is to remove requirements in the Town's LDC Sec. 34-2013 that driveways/ entrances/ exits cannot be wider than 25-feet, the current northernmost driveway is between 25-30 wide.

The fourth (4) variance request is to remove requirements in the Town's LDC Sec. 34-2016 which requires that two-way drive-aisles be a minimum of 22-feet wide when vehicles utilize 90-degree parking spaces, perpendicular to the drive-aisle. This requirement would be addressed during the Fire Department's eventual review of a LDO/ DO, the applicant has not provided assurances to staff that even if given approval to remove that aisle width requirement that the Fire reviewer would be able to approve the parking lot layout as has been presented in this variance application.

"The purpose of the Downtown district is [to] create the desired quality and character for the center of pedestrian-oriented commercial activities within the town. New commercial buildings are expected to accommodate pedestrians by providing storefronts near sidewalks and by offering shade and shelter along major streets." The lot varies in width from approximately 108 feet to 130 feet. The lot depth is approximately 270-feet with a portion that extends into the adjoining waterway.

Neighborhood Compatibility:
The subject property is a 25-unit hotel/ motel use with 43 parking spaces including one ADA-compliant space (per LDO20230196; attached). The lot sits directly adjacent

to a condominium and an existing commercial parking lot (1397 Estero Blvd) and another commercial parking lot across Estero Blvd. (1450 and 1478 Estero Blvd.)

While the commercial parking use is in-line with the mix of uses in the area, the proposed layout would not be in-line with the previously approved Special Exception for 1397 Estero Blvd. (SEZ 2003-00028).

Findings and Conclusions:
LDC Sec. 34-87 sets forth the required findings and conclusions for the approval of a variance:

a. *That there are/**are not** exceptional or extraordinary conditions or circumstances that are inherent to the property in question, or that the request is/**is not** for a de minimis variance under circumstances or conditions where rigid compliance is not essential to protect public policy.*

   The subject property is already developed and has been in generally the same layout going back to at least 1998, which is as far back as LEEPA aerials can be obtained through the LEEPA website. Staff cannot assess whether commercial parking had been allowed previously by the Town or the County on this site. Asking to utilize all 43 parking spaces, rather than the 13 spaces which would be allowed if the parking requirements were applied to this lot is not a de minimis ask.

   Staff and Management recognize that records available for what parking activities were happening on the applicant's site are not complete, staff has agreed to present a wholistic parking plan for all 4 sites where Lani Kai has available parking to management, if the plan is approved then staff agrees that the variances may be warranted for 1479 Estero.

b. *That the conditions justifying the variance are/**are not** the result of actions of the applicant taken after the adoption of the regulation in question.*

   The applicant has stated that there had been commercial parking for decades, even prior to the Town's incorporation, the staff cannot assess the validity of this claim, but there have been no measurable changes to the site since Hurricane Ian.

c. *That the variance granted is/**is not** the minimum variance that will relieve that applicant of an unreasonable burden caused by the application of the regulation in question to this property.*

   The applicant can develop commercial parking on this site and provide for the minimum requirements that they are asking for relief from.

*d. That the granting of the variance will/**will not** be injurious to the neighborhood or otherwise detrimental to the public welfare; and*

The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare. The proposed variances will not materially affect the existing uses if they continue their uses as they have been.

*e. That the conditions or circumstances on the specific piece of property for which the variance is sought are/**are not** of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.*

The conditions or circumstances on this specific property for which a variance is sought are not general in nature and do not warrant a code change.

III. RECOMMENDATION

Staff has reviewed the request for **1)** a variance to remove required parking associated with the use of the lot as a 25-unit hotel/ motel; and **2)** a variance to remove site design requirements such as providing lighting for vehicle and pedestrian uses, turn-around area sufficient to allow 90-degree parking at the end of a row the ability to turn-around and exist the lot in a forward orientation, stacking requirements, additional drainage and parking lot landscape requirements as described in Sec. 10-416(c); **3)** a variance to remove requirements which limit driveway widths to a maximum of 25-feet; and **4)** a variance to allow internal aisle width for two-way traffic be no less than 22-feet in width and found that the variance requests does not meet the requirements set forth in sec. 34-87.

It seems that the variance requests per LDC Sec. 34-87 do not meet the requirements outlined in sections A and C of the findings and conclusions of this staff report. However, they do meet the requirements set forth in sections B, D and E of the findings and conclusions of this staff report.

Therefore, staff recommends **APPROVAL WITH CONDITIONS** of VAR20240233, a **1)** a variance to remove required parking associated with the use of the lot as a 25-unit hotel/ motel; and **2)** a variance to remove site design requirements such as providing lighting for vehicle and pedestrian uses, turn-around area sufficient to allow 90-degree parking at the end of a row the ability to turn-around and exist the lot in a forward orientation, stacking requirements, additional drainage and parking lot landscape requirements as described in Sec. 10-416(c); **3)** a variance to remove requirements which limit driveway widths to a maximum of 25-feet; and **4)** a variance to allow internal aisle width for two-way traffic be no less than 22-feet in width

IV. CONDITIONS FOR APPROVAL

If the Town's LPA recommends approval for the variance, town's staff recommends the following conditions of approval.

1) Approval of these variances 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.
2) The variance shall only apply to the lot as shown on the provided site plan. Demolition or substantial damage to the commercial structure shall render the variances to be null and void.
3) 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.
4) Requirements and agreements made in LDO20230196 including:
    a. Minimum standard parking space dimensions (18' x 9') and ADA parking space (18' x 12' with a 5' wide striped loading aisle)
    b. Two-way drive aisles must meet minimum Fire Department widths, this will be assessed during an LDO/ DO as required by the LDC.
    c. Any lighting proposed must obtain proper permits and must obtain FDEP approval.
5) The applicant shall provide a parking plan for all four of the applicant's sites (1325-1345, 1400, 1479 Estero and 1403 Santos Rd) which must be approved by the head of Planning and Zoning.

V. EXHIBITS

A. Previously Approved LDO Site Plan
B. Variance Application
C. Approved Parking Plan

BURANDT, ADAMSKI, FEICHTHALER & SANCHEZ, PLLC

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Facsimile No.: (239) 542-9203
E-mail: Robert@capecoralattorney.com

SEPTEMBER 4, 2024

Via Email & Delivery
Jason Smalley
Senior Planner, Community Development
Town of Fort Myers Beach
2731 Oak St
Fort Myers, FL 33931

Re: Lani Kai Application

Dear Mr. Smalley:

The Lani Kai intends to continue to lease spaces only to their patrons and only agreed to this application after discussion with the Town of Fort Myers Beach staff. They don't intend to invest additional sums of money into their parking lot at this time.

Pursuant to your July 24, 2024, correspondence, my client (Lani Kai) needs the following variances.

1. Waiving the number of required spaces to accommodate the 25-guest unit calculation and allow the applicant to rely on the limited development order attached hereto (Bates stamp # 012).
2. Variance from providing a parking lot configuration and rely on the limited development order. (Bate stamp # 013).
3. Variance from landscaping requirements.
4. Variance requiring the applicant to reduce the entry driveway width from Estero Blvd. and to allow the existing two (2) driveways to be in compliance with the limited development order. (Bate stamp # 012 and 013).

Thank you for your time and consideration regarding this matter. If you have listed any additional variances, please let me know. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

/s/ Robert B. Burandt
Robert B. Burandt, Esq.
Attorney-At-Law
Burandt, Adamski, Feichthaler & Sanchez, PLLC

Town of Fort Myers Beach
SEP 5 2024
Received by:

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	SUPPLEMENTAL FORM REQUIRED
■ Special Exception	PH-A
■ Variance	PH-B
☐ Conventional Rezoning	PH-C
☐ Planned Development ☐ Commercial ☐ Residential	PH-D
☐ Master Concept Plan Extension	PH-E
☐ Appeal of Administrative Action	PH-F
☐ Vacation of Platted Right-of-way and Easement	PH-G
☐ Other – cite LDC Section: _____	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: _____

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

☐ Appeal of Administrative Action

☐ Vacation ☐ Right-of-Way ☐ Easement

■ Other. Please Explain: Special Exception to allow paid public parking. Need the following variances: #1 variance from only using 13 parking spaces. #2 need variance from re-design of 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 Bursandi
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 ____, [X] who is personally known to me OR [ ] who has produced ____ as identification.

ALEXANDRIA WINDSOR
MY COMMISSION # HH 465053
EXPIRES: November 20, 2027

Notary Public Signature

PART V
Property Ownership (Multiple Owners)

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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address	Percentage Ownership

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

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

Name, Address and Office	Percentage of Stock
Robert Conidaris	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. Borandt, Esq. (name), as Attorney (title) of L.K.L.B 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.

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

LKLE of Florida Inc.
Name of Entity (corporation, partnership, LLP, LLC, etc)

Signature

Attorney
Title

Robert B. Burandt, Esq.
Typed or Printed Name

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

ALEXANDRIA WINDSOR
MY COMMISSION # HH 466080
EXPIRES: November 20, 2027

Notary Public

PART VI- Property Information

A. Legal Description:

STRAP: 19-46-24-W4-00608.0070

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	☐ Marina
● Mixed Residential	☐ Recreation
☐ Boulevard	☐ Wetlands
☐ Pedestrian Commercial	☐ Platted Overlay

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

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

Case# _____ Date Received: _____

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.

Town of Fort Myers Beach 2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone • 239 765-0202 Zoningpermits@fmbgov.com Fax 239 765-0909

Granting the requested Special Exception could impact surrounding properties as follows:
There would not be any adverse effect. The property is bordered by Norms parking to the North
and property to the right of Norms parking which is owned by the Applicant or its affiliates
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.

PART 2
Submittal Requirements

All applications for a special exception must submit fourteen (14) copies of this application form and all applicable exhibits.

Required Items

- Public Hearing Request Form
- Supplemental form PH-A
- Site Plan (to scale) including the current use of all existing structures on the site, and those on adjacent properties within 100 feet of the perimeter; all proposed structures and uses for the site; and any proposed fencing and screening.
- Fee in the amount of $3500.00/$3300.00 for an amendment

For New Communication Towers:

a. Lee County Application for Communication Tower
b. Shared-Use Plan Agreement

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

LDO20230196- Approved job site

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'.

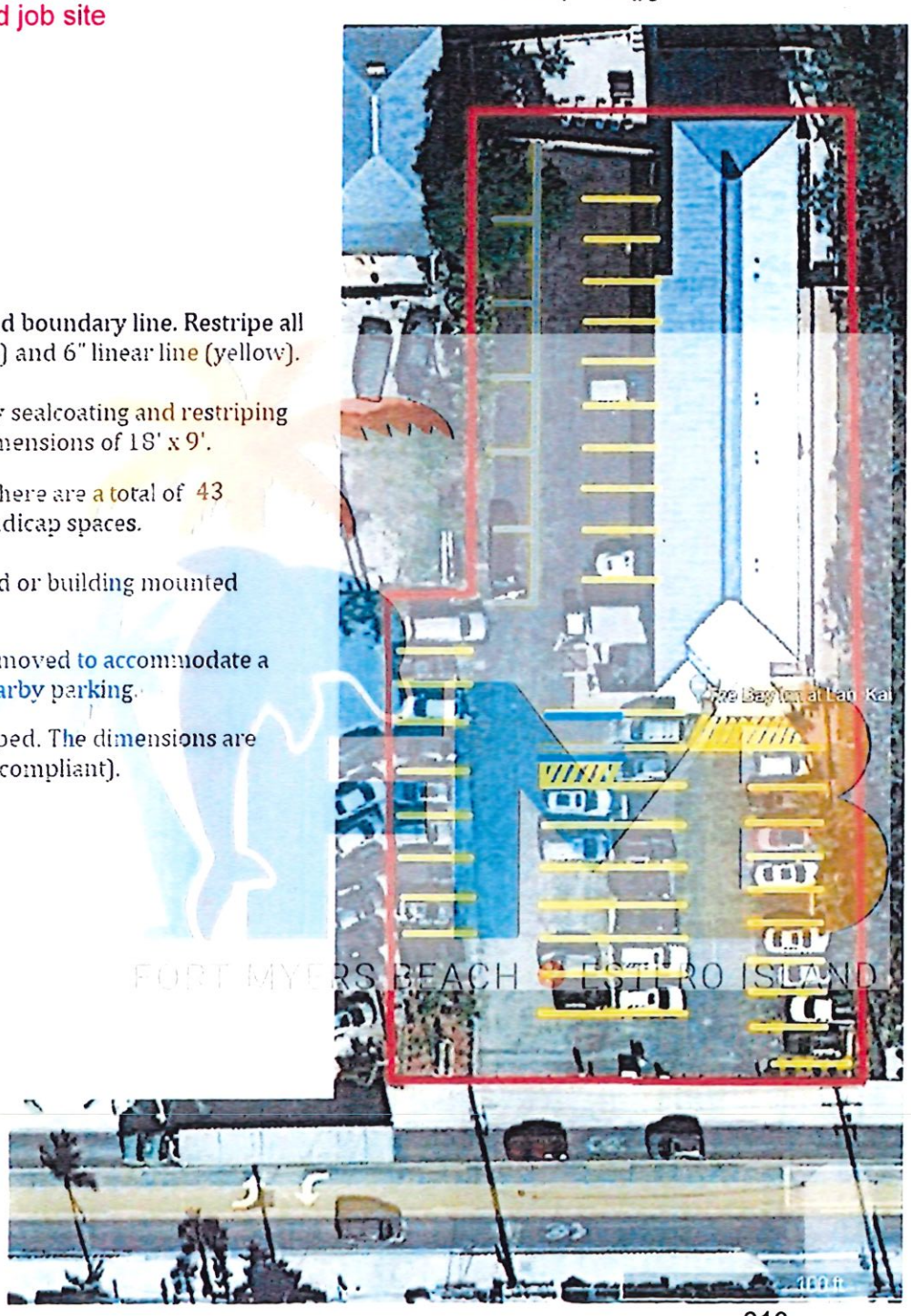
- The drive aisle width is 20 feet. There are a total of 43 regular parking spaces and no handicap spaces.

- 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).

Lani Kai permit 1.jpg



Property Data

STRAP: 19-46-24-W4-00608.0070 Folio ID: 10477703

Hurricane Ian Tax Roll Value Letter Tax Refund Status

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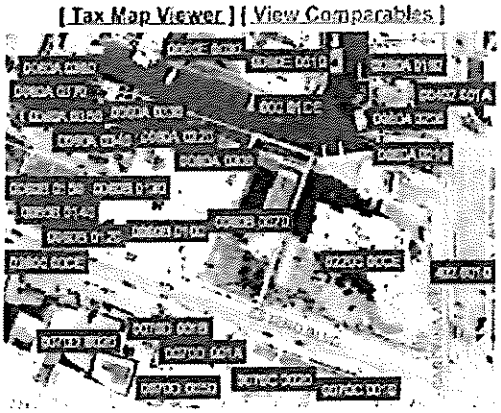
Owner Of Record - Sole Owner

(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

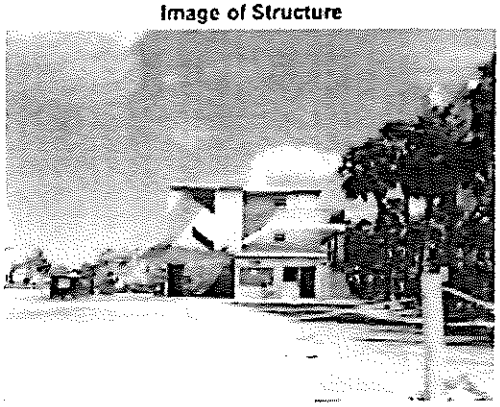
Property Description

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

Image of Structure



< Photo Date March of 2023 > View other photos

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	00608	0070

Municipality	Latitude	Longitude
Town of Fort Myers Beach	26.45186	-81.95067

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	3,365,424	2,422,703	3,365,424	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	650,709	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	668,703	0	0	668,703
2013 Values	2013	1,098,712	550,000	1,098,712	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	860,91 0	1,090,900	1,090,900	0	0	1,090,900
	2007	1,416,620	1,115,680	1,416,620	1,416,620	0	0	1,416,620
	2006	1,747,370	1,369,520	1,747,370	1,747,370	0	0	1,747,370
	2005	1,632,800	1,456,440	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	1996

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	301
UST - UNFINISHED UTILITY	N	176

Building Front Photo

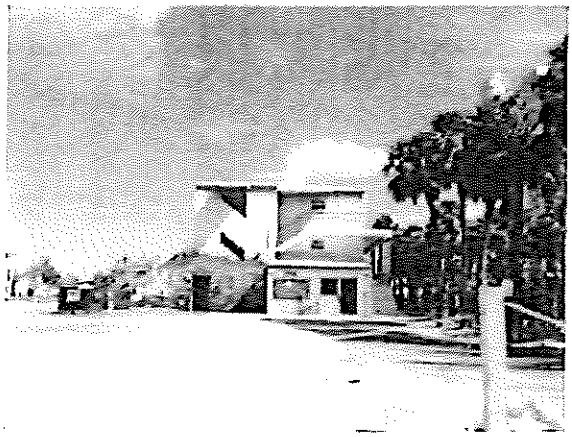
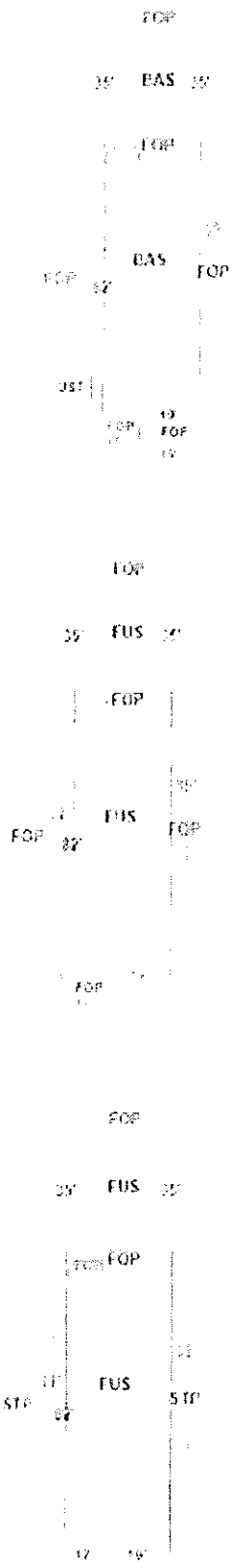


Photo Date: March of 2023

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
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Description	Year Added	Units
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Buildings

Building 1 of 1

Building Characteristics

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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

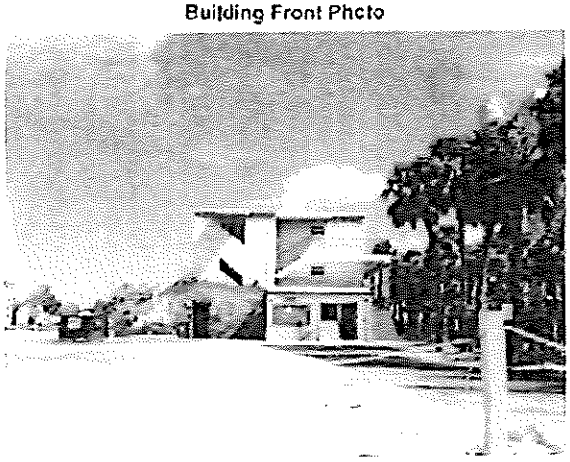
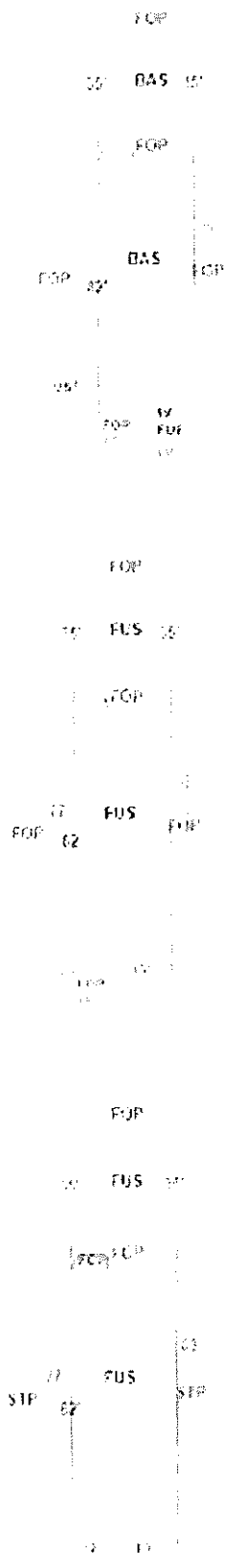


Photo Date: March of 2023

Building Footprint



Taxing Authorities

Generated on 5/17/2024 3:44 PM

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 300 WORTHS 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 34285-2480
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 / 300	Water District	SFWMD 3301 GUN CLUB RD WEST PALM BEACH FL 33406

Sales / Transactions

Generated on 5/17/2024 3:44 PM

Sale Price	Date	Clerk File Number	Type	Notes	Vacant/ Improved
618,400.00	08/22/2002	3711181	03		I
100.00	07/01/1953	1679/972	04		I

View Recorded Plat at LeeClerk.org

Use the above link to do a search on the Lee County Clerk of Courts website by 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

Generated on 5/17/2024 3:44 PM

Permit Number	Permit Type	Date
231283	AC New / Change out	02/10/2023
224696	Electric	12/06/2022
221248	Electric	09/05/2022
RCF17-0048	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-W4-00600A.0290	10177702	Split (From another Parcel)	05/09/2003
19-46-24-W4-03600.2040	10228554	Combined (With another parcel-Delete Occurs)	05/09/2003
19-46-24-W4-03600.2050	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	1,243.75

Collection Days

Garbage	Recycling	Horticulture
Thursday	Thursday	Thursday

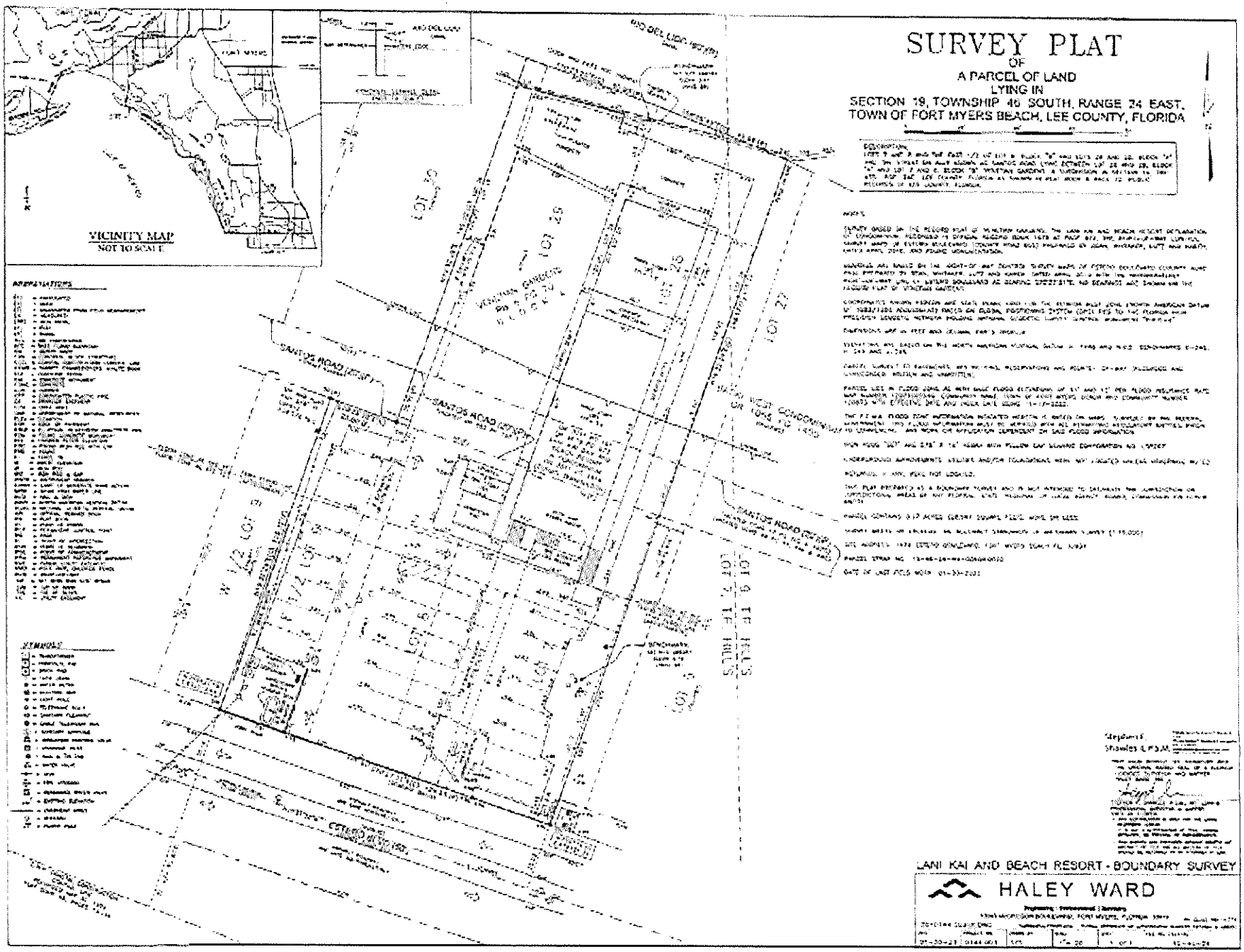
Flood and Storm Information

Generated on 5/17/2024 3:44 PM

Flood Insurance Rate Map Flood zone

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
VICINITY MAP
NOT TO SCALE
SANTOS ROAD (PRIVATE)
LOT 45
LOT 27
LOT 29
LOT 31
LOT 33
LOT 35
LOT 37
LOT 39
LOT 41
LOT 43
LOT 6 TIP HILLS
LOT 7 TIP HILLS
LANI KAI AND BEACH RESORT - BOUNDARY SURVEY
HALEY WARD

Bayside Motel

023

Date of Report: June 04, 2024

Buffer Distance 500 feet Rerun

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 VENETIAN 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 18102	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 POMPANO 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 7325 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 WILIFF 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 HOHHE 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
BLOCDAHL LEASING LLC 3538 TIMBER RIDGE TRAIL CEDAR RAPIDS IA 52411	19-46-24-W4-0070B.005A 1667 1 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 1 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 1 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 1 ST FORT MYERS BEACH FL 33931	CRESCENT BEACH BLK B PB 4 PG 45 LOT PT 10	67
MAURI ENTERPRISES INC 44 E 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 7073 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 1 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 6165 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 CON + 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 # PH1 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
TRANA 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 YOUKHANA 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 & RONY 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 16019 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.00J0 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
B●CCELLA 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

KEY ESTERO SHOPS LLC
3220 PINE CONE CT
MILFORD MI 48381

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

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

BE44 LLC
1951 PINE RIDGE DR
JENISON MI 49428

COLLIN JAMES GROUP LLC
15 CARROTWOOD CT
FORT MYERS FL 33919

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

PETERSON DAVID CHARLES
85 LAKEVIEW AVE
EXCELSIOR MN 55331

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

SZYPERSKI KEITH P
219 CAROLINA AV
FORT MYERS BEACH FL 33931

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VENETIAN GARDENS CANAL
PALERMO CIR
FORT MYERS BEACH FL 33931

REALBOOK LLC
12 SEQUOIA DR
DAYTON NJ 08810

AMBERJACK PROPERTIES LLC
PO BOX 446
OTTOVILLE OH 45876

MOORE ERIK & SUSAN +
8116 KRONLOKKEN LANE
LAFAYETTE IN 47909

COLLIN JAMES GROUP LLC
15 CARROTWOOD CT
FORT MYERS FL 33919

RATISBONA INC
3655 BONITA BEACH RD SW #1-3
BONITA SPRINGS FL 34134

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

WIDMEIER INVESTMENTS LLC
4390 DODGE ST
DUBUQUE IA 52003

ESH ANDREW CHARLES +
15833 SUNSET RD
MINNETONKA MN 55345

LANI KAI LP
1400 ESTERO BLVD
FORT MYERS BEACH FL 33931

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LANI KAI LP
1400 ESTERO RD
FORT MYERS BEACH FL 33931

WILCOX LANCE
1339 SANTOS RD
FORT MYERS BEACH FL 33931

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

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

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

DAR LAND HOLDINGS LLC
3487 COUNTY LINE RD
LUXEMBURG WI 54217

499 PALERMO LLC
1421 E LAKE SHORE DR
SPRINGFIELD IL 62712

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

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AULIS PATRICIA E LE
7241 BERGAMO WAY UNIT 101
FORT MYERS FL 33966

PARILLA DAVID R TR
1335 SANTOS RD
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

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

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

463 PALMERO LLC
1421 E LAKE SHORE DR
SPRINGFIELD IL 62712

MILLER JONATHAN T
PO BOX 80490
FORT WAYNE IN 46898

R & D ENTERPRISES OF
5436 CHURCH ST
STEVENS POINT WI 54481

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

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

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

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

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

450 PALERMO LLC
1421 E LAKE SHR
SPRINGFIELD IL 62712

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

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

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

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

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JAMES R BRADLEY & JOANNE BRADL
15120 W ILIFF PL
LAKEWOOD CO 80228

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

NORTH KEY INC
7350 RED LION FIVE POINTS RD
SPRINGBORO OH 45066

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

DEL BUSTO GEORGE &
2212 EVEREST PKWY
CAPE CORAL FL 33904

LUSSIER TARA CORBISHLEY &
745 BIMINI LN
PUNTA GORDA FL 33950

DAY BILLY WAYNE
3708 SHANNON RUN TRL
LOUISVILLE KY 40299

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

KALIDINDI RAMA USHA +
44334 APACHE CIR
ASHBURN VA 20147

NAUTICAL MARKETING LLC
189 SABAL DR
FORT MYERS BEACH FL 33931

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MOFFA ROBERT H
37728 LOIS DR
STERLING HEIGHTS MI 48310

BLOCDAHL LEASING LLC
3538 TIMBER RIDGE TRAIL
CEDAR RAPIDS IA 52411

BERTSCHINGER INVESTMENTS LLC
SEEBLICK 13
WOLLERAU 8832
SWITZERLAND

CORT LLC +
573 LONGWOOD AVE
GLENCOE IL 60022

SMART PARK OF FMB LLC
11350 LONG WATER CHASE COURT
FORT MYERS FL 33908

HASSELHOFF LLC
414 MARKET ST
IOWA CITY IA 52245

UNDERWOOD LLC
414 MARKET ST
IOWA CITY IA 52245

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

GANIM GEORGE W SR &
4666 MAIN ST
BRIDGEPORT CT 06606

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

CROWLEY THERESA M
60 ALVA DR
FORT MYERS BEACH FL 33931

BERTSCHINGER INVESTMENTS LLC
SEEBLICK 13
8832 WOLLERAU
SWITZERLAND

MACHI ENTERPRISES INC
1411 CLEVELAND AV
FORT MYERS FL 33901

WATERFRONT PROPERTIES LLC
1411 CLEVELAND AVE
FORT MYERS FL 33901

1560 I STREET 62 LLC
4705 LELAND DR
CUMMING GA 30041

HOY MARSHA LAE
61 ALVA DR
FORT MYERS BEACH FL 33931

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

STEPNEY LLC
4666 MAIN ST
BRIDGEPORT CT 06606

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

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RIGHT CHOICE INVESTMENTS LLC
13500 TELEGRAPH RD
TAYLOR MI 48180

PE RENTALS LLC
1107 KANE ST
LA CROSSE WI 54603

VALAZQUEZ TIMOTHY +
163 MIRAMAR ST
FORT MYERS BEACH FL 33931

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

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

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

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

HANY JOHN A TR
3405 STEPHANIE RD
BLOOMINGTON IL 61704

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

FILM CAROLYN A
61 CARROLLS GROVE RD
TROY NY 12180

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OUR BEACH SAND LLC
12483 SUMMERWOOD DR
FORT MYERS FL 33908

BARKER JOHN +
5262 OLYMPIA DR
INDIANAPOLIS IN 46226

RUSK CHRISTOPHER J &
193 MIRAMAR 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

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

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

WILLIAMS JEANNE L TR
1511 ESTERO BLVD # PH1
FORT MYERS BEACH FL 33931

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

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

BROWN JOANNE M TR
PO BOX 96
OMENA MI 49674

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JONES MALINDA ETZLER
2445 S FILLMORE ST
DENVER CO 80210

FRANA THERESA I
2789 TRAILWOOD LN
LEXINGTON KY 40511

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

KARBLER LARRY L LIE
6558 OHENRY CIR
NORTH RIDGEVILLE OH 44039

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

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

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

DARIANO KELLI R TR
79 SUNNY LN
TIFFIN OH 44883

STRIBLING MARK TR
PO BOX 408
ASHLAND IL 62612

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

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

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

DANIELSON BRIAN
1300 WILD ROSE TRAIL
EDMOND OK 73034

JOHNSTON DALE MICHAEL &
118 MEADOW CREEK CT
LEXINGTON IL 61753

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

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

SUNSET VIEWS LLC
PO BOX 70
AUBURN IN 46706

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

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

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

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GREEN BURLEY & TAMMY
PO BOX 44
OWENSVILLE MO 65066

CHARLES DANNY TR
9751 EASTERN AVE
BYRON CENTER MI 49315

41 DEVOE STREET CORP
26 UPLAND RD
GREAT NECK NY 11020

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

WOOD SAMUEL L
PO BOX 342
PETERSBURG IL 62675

WOOD SAMUEL L -
PO BOX 342
PETERSBURG IL 62675

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

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

TMS INVESTMENTS
185 HIGH ST NE
WARREN OH 44481

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SUNSET VIEWS LLC
PO BOX 70
AUBURN IN 46706

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

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

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

SMITH BRIAN T -
PO BOX 235
HEYWORTH IL 61745

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

NELSON BRADLEY A TR
803 IRONWOOD CC DR
NORMAL IL 61761

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

SUNSET VIEWS LLC
PO BOX 70
AUBURN IN 46706

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

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

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

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

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

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

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

BOCCELLA SALVATORE
4 POINT VIEW CT
SICKLERVILLE NJ 08081

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CALHAN FLP
189 SADDLEBROOK DR
OAK BROOK IL 60523

LADWIG MARY TR
10019 ISOLA WAY
MIROMAR LAKES FL 33913

LONI ROOGER J +
2054 N NORDICA AVE
CHICAGO IL 60707

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

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

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

ANDRESEN EDWIN TR
7960 PRESERVATION DR
INDIANAPOLIS IN 46278

JOHNSON NANCY ANN LE
9 NANCY LN
FORT MYERS BEACH FL 33931

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HECK LLC
15561 CATALPA COVE DR
FORT MYERS FL 33908

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

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

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CONANT DONNA TR
8122 S FOREST HILL CIR
FRANKLIN WI 53132

LANDOLFI STEVEN J
22 VETO ST
PROVIDENCE RI 02908

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Index	Subject	Folioid	STRAP	OwnerNam	OwnerNam	MailAddres	MailAddres	MailCity	MailState	MailZip	MailCountr	SiteNumbe
0	TRUE	10477703	19-46-24-V	LKLB OF FLORIDA INC		1400 ESTERO BLVD		FORT MYER	FL	33931		1479
1	FALSE	10617008	19-46-24-V	VENETIAN GARDENS C		PALERMO CIR		FORT MYER	FL	33931		
2	FALSE	10617009	19-46-24-V	VENETIAN GARDENS C		PALERMO CIR		FORT MYER	FL	33931		
3	FALSE	10227974	19-46-24-V	KEY ESTERO SHOPS LL		3220 PINE CONE CT		MILFORD	MI	48381		1661
4	FALSE	10227975	19-46-24-V	REALBOOK LLC		12 SEQUOIA DR		DAYTON	NJ	8810		200
5	FALSE	10227976	19-46-24-V	GH3 RB CAPITAL LLC		1700 MEDICAL LN #10		FORT MYER	FL	33907		211
6	FALSE	10227978	19-46-24-V	AMBERJACK PROPERTI		PO BOX 446		OTTOVILLE	OH	45876		210
7	FALSE	10227985	19-46-24-V	PIEC DANIEL J & JOYCE		230 CAROLINA AVE		FORT MYER	FL	33931		230
8	FALSE	10227993	19-46-24-V	MOORE ERIK & SUSAN		8136 KRONLOKKEN LA		LAFAYETTE	IN	47909		231
9	FALSE	10228046	19-46-24-V	EE44 LLC		1951 PINE RIDGE DR		JENISON	MI	49428		125/127
10	FALSE	10626630	19-46-24-V	COLLIN JAMES GROUP		15 CARROTWOOD CT		FORT MYER	FL	33919		259
11	FALSE	10626631	19-46-24-V	COLLIN JAMES GROUP		15 CARROTWOOD CT		FORT MYER	FL	33919		257
12	FALSE	10228054	19-46-24-V	RATISBONA INC		3665 BONITA BEACH R		BONITA SPI	FL	34134		251/255
13	FALSE	10228055	19-46-24-V	ZIEGLER MICHAEL W &		437 AUBURN ST		ALLENTOW	PA	18103		249
14	FALSE	10228056	19-46-24-V	CANTRELL JASON ALAN		620 GREENFORD TRAIL		CARMEL	IN	46032		245
15	FALSE	10228057	19-46-24-V	PETERSON DAVID CHA		85 LAKEVIEW AVE		EXCELSIOR	MN	55331		239
16	FALSE	10228058	19-46-24-V	WIDMEIER INVESTMEN		4390 DODGE ST		DUBUQUE	IA	52003		237
17	FALSE	10228059	19-46-24-V	MALONEY JAMES P TR		235 CAROLINA AVE		FORT MYER	FL	33931		233/235
18	FALSE	10228060	19-46-24-V	ESH ANDREW CHARLE		15833 SUNSET RD		MINNETON	MN	55345		223
19	FALSE	10228061	19-46-24-V	SZYPERSKI KEITH P		219 CAROLINA AV		FORT MYER	FL	33931		219
20	FALSE	10228062	19-46-24-V	LANI KAI LP		1400 ESTERO BLVD		FORT MYER	FL	33931		1403
21	FALSE	10228063	19-46-24-V	LANI KAI LP		1400 ESTERO RD		FORT MYER	FL	33931		1401
22	FALSE	10228064	19-46-24-V	AULLS PATRICIA E L/E		7241 BERGAMO WAY U		FORT MYER	FL	33966		1351
23	FALSE	10228065	19-46-24-V	WILCOX LANCE		1339 SANTOS RD		FORT MYER	FL	33931		1339
24	FALSE	10228066	19-46-24-V	PARILLA DAVID R TR		1335 SANTOS RD		FORT MYER	FL	33931		1335
25	FALSE	10228067	19-46-24-V	CONNER CHARLES R &		53 POMPANO ST		FORT MYER	FL	33931		126
26	FALSE	10228068	19-46-24-V	PARILLA DAVID R TR		1335 SANTOS RD		FORT MYER	FL	33931		1321
27	FALSE	10228069	19-46-24-V	KLC SURF L CHRISTOPI		4625 W EUCLID AVE		TAMPA	FL	33629		1397
28	FALSE	10228070	19-46-24-V	KLC SURF L CHRISTOPI		4625 W EUCLID AVE		TAMPA	FL	33629		1365/1375
29	FALSE	10228071	19-46-24-V	LANI KAI LP ROBERT G		1400 ESTERO BLVD		FORT MYER	FL	33931		1345
30	FALSE	10228072	19-46-24-V	LANI KAI LP ROBERT G		1400 ESTERO BLVD		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 INC(	3200 HYACKBERRY RD	IRVING	TX	75063		1301
33	FALSE	10228089	19-46-24-V	455 PALERMO CIRCLE	1421 EAST LAKE SHORI	SPRINGFIEI	IL	62712		455
34	FALSE	10463011	19-46-24-V	VAN FAM PROPERTIES	7323 INDIGO RIDGE SV	BYRON CEI	MI	49315		459
35	FALSE	10228090	19-46-24-V	DAR LAND HOLDINGS I	3487 COUNTY LINE RD I	LUXEMBUR	WI	54217		461
36	FALSE	10469664	19-46-24-V	463 PALMERO LLC	1421 E LAKE SHORE DI	SPRINGFIEI	IL	62712		463
37	FALSE	10228091	19-46-24-V	499 PALERMO LLC	1421 E LAKE SHORE DI	SPRINGFIEI	IL	62712		499
38	FALSE	10228092	19-46-24-V	MILLER JONATHAN I	PO BOX 80490	FORT WAYI	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	LAKEWOOI	CO	80228		571
43	FALSE	10228096	19-46-24-V	GNIRCK RAPHAEL +	AM MUEHLBERG 39A	BAD HOMBURG	VD HO	61348	GERMANY	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	SPRINGBOI	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	SPRINGFIEI	IL	62712		450
52	FALSE	10599453	19-46-24-V	LUSSIER TARA CORBIS	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	LOUISVILL	KY	40299		155
55	FALSE	10228137	19-46-24-V	LUMP THOMAS F & ANI	145 PALERMO CIR	FORT MYER	FL	33931		145
56	FALSE	10228138	19-46-24-V	SLOMSKI STEVEN A &	PO BOX 24(PMB 25362	PENSACOL	FL	32513		139
57	FALSE	10228164	19-46-24-V	ARLINGTOI LARRY SMI	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	1245 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 H	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	BLOCBAHL LEASING LI	3538 TIMBER RIDGE TR	CEDAR RAF	IA	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 CI	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	BRIDGEPOI	CT	6606			1478
76	FALSE	10228191	19-46-24-V	GANIM GEORGE W & JC	4666 MAIN ST	BRIDGEPOI	CT	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	BRIDGEPOI	CT	6606			71
79	FALSE	10228194	19-46-24-V	GANIM GEORGE W SR &	4666 MAIN ST	BRIDGEPOI	CT	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 CHRIST●PHER 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 SUITOR MI(	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	WIILLIAM L & JOYCE J H	28033 N 185● 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 T	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 LAKI	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 ESTEI MICHELLE '	495 THOMAS DR	NORTH BAI	IL	60010		1511
91	FALSE	10228410	19-46-24-V	OBRIEN CAROL & WINS	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 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 ZEPI	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 ESTEI	JACKSONVI	IL	62650		1511
91	FALSE	10228424	19-46-24-V	SMITH GARY B & ROXY	3734 WESLEY CHAPEL	ZANESVILLI	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 & TAMI	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 CEI	MI	49315		1511
91	FALSE	10228429	19-46-24-V	DOUGLAS RAYMOND &	3 PELHAM I	GRIMSBY	LINCOLNSHIRE	DN34 4SU	UNITED KIN	1511
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 RIVEI	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	GUILES 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	PETERSBUI	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	PETERSBUI	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 MICHA	26 SECLUDED HOLLOV	CAPE MAY	NJ	8210	1511
91	FALSE	10228441	19-46-24-V	NELSON BRADLEY A TR	803 IRONWOOD CC DI	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 #P	FORT MYER	FL	33931	1511
92	FALSE	10228447	19-46-24-V	CALHAN FLP	189 SADDLEBROOK DF	OAK BROOI	IL	60523	1511
92	FALSE	10228448	19-46-24-V	CALHAN LEO D & JOAN	1511 ESTERO BLVD #P	FORT MYER	FL	33931	1511
92	FALSE	10228449	19-46-24-V	LADWIG MARY TR	10019 ISOLA WAY	MIROMAR L	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 #P	FORT MYER	FL	33931	1511
92	FALSE	10228453	19-46-24-V	WILLIAMS JEFFREY M TI	1511 ESTERO BLVD #P	FORT MYER	FL	33931	1511
92	FALSE	10228454	19-46-24-V	LOIZZO DIANE L TR	8453 ROB ROY DR	ORLAND P/	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 D	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 THE 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	VENETAIN 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 20200001158
ACCESS UNDETERMIN	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 BLK Y
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 OR2414/2433
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 F	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
1 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
1 ST		FORT MYER	33931	CRESCENT BEACH<CR>BLK B PB 4 PG 45<CR>LOT 8
1 ST		FORT MYER	33931	CRESCENT BEACH<CR>BLK B PB 4 PG 45<CR>LOT 9 + LOT PT 10
1 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
1 ST	62	FORT MYER	33931	CRESCENT BEACH<CR>BLK C PB 4 PG 45<CR>LT9 + E1/2 LT 8+ VAC ALLEY
1 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
1 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 ELE
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
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ESTERO BL	507	FORT MYER	33931	BATIKI WEST CONDO<CR> OR 1055 PG 1455<CR>UNIT 507
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ESTERO BL	607	FORT MYER	33931	BATIKI WEST CONDO<CR>OR 1055 PG 1455<CR>UNIT 607
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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 COND<CR> OR 1123 PG 323<CR>UNIT A
ESTERO BL B		FORT MYER	33931	TROPICAL CENTER COND<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 COND<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 R/W OR 553 PG 797

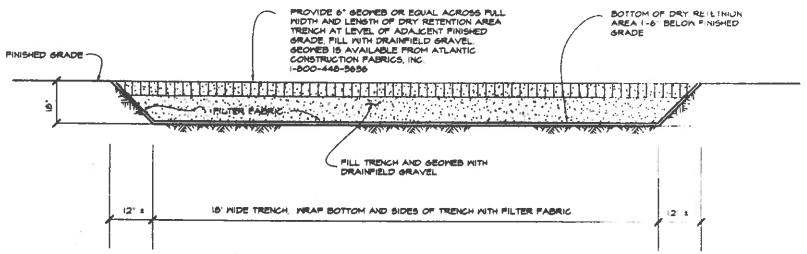
RDENS

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

371
'02000■115871

RTHLY 2.7 LT 3

ELEMENTS
MENTS



SECTION X-X

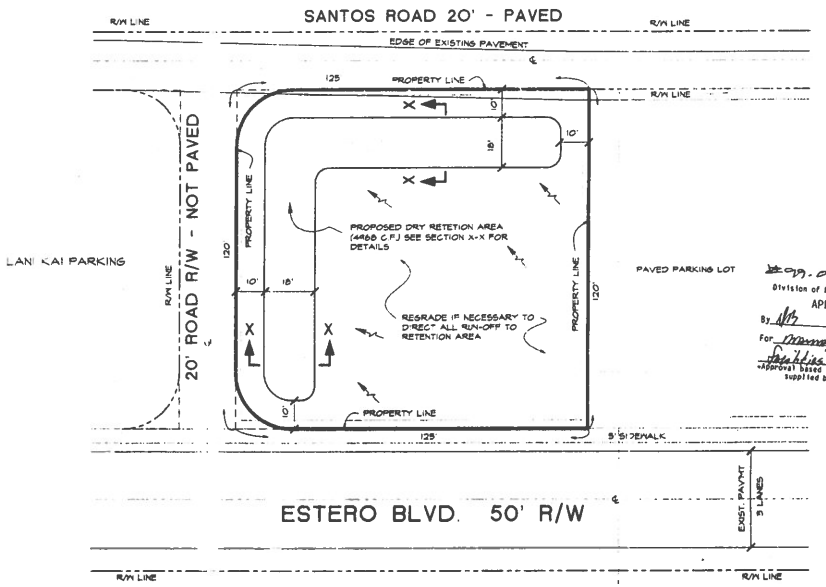
PROPOSED DRY RETENTION AREA

NOT TO SCALE

LEGAL DESCRIPTION

LOTS 10 AND 11 AND THE WEST HALF OF LOT 9, BLOCK 'B', VENETIAN GARDENS, A SUBDIVISION IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AS RECORDED IN PLAT BOOK 8, PAGE 70, PUBLIC RECORDS OF LEE COUNTY, FLORIDA

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



99-09-051.00T
Division of Development Review
APPROVED
By _____ Date 9/5/99
For _____
*Approval based on site information supplied by applicant.

RECEIVED
AUG 27 2003
PERMIT COUNTER

SEZ 2003-00028

SITE PLAN

SCALE: 1" = 20'

STORMWATER MANAGEMENT CALCULATIONS

AREA OF PARCEL: 14,828 S.F.
PROVIDE 2.5" OF RETENTION VOLUME
WITH FACTOR OF 1.5 TO MEET DER CRITERIA

2.5/12 x 1.5 DER CRITERIA = 0.3125
14,828 S.F. x 0.3125 x 0.9 (CREDIT FOR DRY RETENTION) = 2917 C.F.
STORAGE VOLUME ADJUSTED FOR DRAINFIELD GRAVEL
2917 x 2 (50% VOIDS) = 4634 CU. FT. DRY RETENTION REQUIRED

AREA OF RETENTION AREA = 3512 S.F.
3512 S.F. x 1.5 FT DEPTH = 4488 C.F.

TOTAL DRY RETENTION VOLUME REQUIRED = 4634 CU. FT.
TOTAL DRY RETENTION VOLUME PROVIDED = 4488 CU. FT.

THE ENGINEERING DOCUMENT HAS BEEN PREPARED FOR PERMITTING IN PHASES AND IS INCOMPLETE. ALL DRAWINGS, SPECIFICATIONS AND DESIGNS ARE PRELIMINARY AND NOT FOR CONSTRUCTION. IT SHALL BE UNDERSTOOD THAT ALL PRELIMINARY DOCUMENTS ARE SUBJECT TO REVISION AND ADDITION AS REQUIRED BY THE PERMITTING AGENCIES AND THAT THE FINAL DOCUMENTS WILL REFLECT MODIFICATIONS OF SUCH. WITH THE PUBLIC AGENCY APPROVAL PROCESS. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION ACTION TAKEN ON THE BASIS OF PRELIMINARY DOCUMENTS. (Ref. 61G15-30.001 Florida Administrative Code)

SPECTRUM

AUG 23 1999

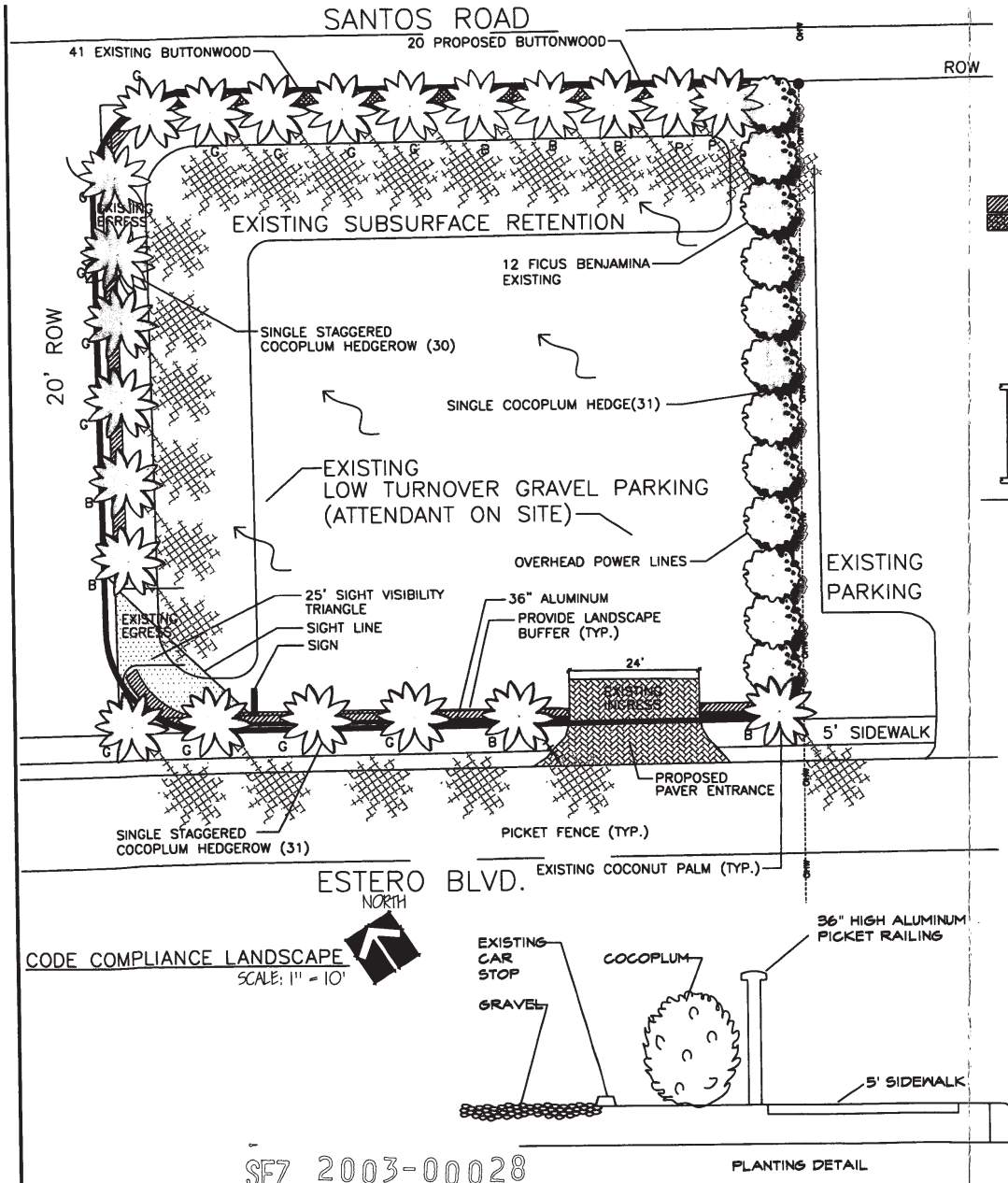
TEMPORARY PARKING LOT

PROPOSED DRY RETENTION AREA

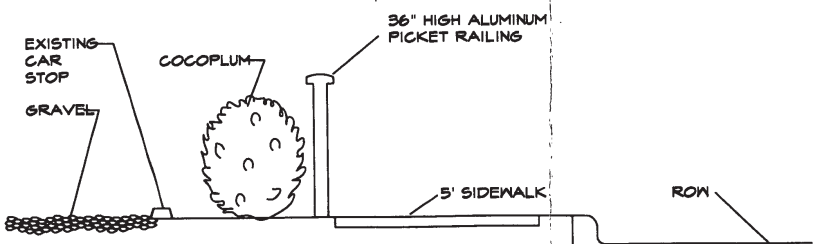
NORMAN L. PRIMEAU
950 SAN CARLOS COURT
FORT MYERS BEACH, FL. 33931

PROJECT 0100
DATE: AUG 1999
SCALE: 1" = 20'

SHEET 1



CODE COMPLIANCE LANDSCAPE
SCALE: 1" = 10'



PLANTING DETAIL

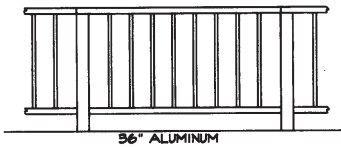
SEZ 2003-00028

PLANT LIST

TREES & PALMS

QTY.	PLANT NAME	PLANT SIZE
SHRUBS		
93	COCOPLUM CHRYSOBALANUS ICACO	24" ht/spread 3 gal min. maintained @ 36" min.
20	GREEN BUTTONWOOD CONOCARPUS ERECTUS	24" ht/spread 3 gal min. maintained @ 36" min.
	CYPRESS MULCH	

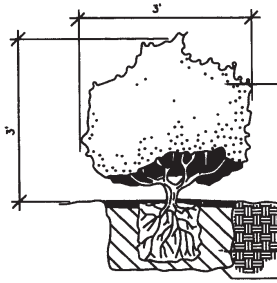
SITE DATA
Zoning = DOWNTOWN
Land Use = LOW TURNOVER PARKING
Total Site = 15,358 sf. (0.35 ACRES)



36" ALUMINUM PICKET FENCE

General Buffer Notes

1. The quality of all plant material will meet the standards for Florida Grade #1 (or better), as governed in "Grades and Standards for Nursery Plants".
2. All planted trees and palms will have a 3" deep saucer (Tree Ring) constructed from the trunk of the tree or palm. (Minimum 4' diameter)
3. All planting beds will be covered with mulch to a minimum depth of 3" and shall be weed free. Mulch will be Grade B or better. Contractor shall remove any vegetative growth and apply a pre-emergent weed killer per specifications prior to mulching.
4. No Buffer plant material shall be installed in easements.
5. Any and all exotic vegetation (including melaleuca, australian pine, brazilian pepper, florida holly, downy rosemyrtle, tropical soda apple and earleaf acacia) on the parcel shall be completely removed and disposed of off-site by contractor. The site shall be maintained free of invasive exotic vegetation in perpetuity.
6. The trees shall be a minimum of 10 feet in height with two inch trunk diameter measured at one foot above ground and a minimum canopy of four feet at time of installation. Palms must have a minimum of 10' of clear trunk.
7. A minimum of 75% of trees required to meet code shall be indigenous native varities.
8. A minimum of 50% of shrubs required to meet code shall indigenous native varieties. Shrubs shall be 3 gallon, a minimum of 24" in height and maintained in accordance with the Land Development Code.
9. Refer to Landscape Construction Documents for additional specifications.
10. Refer to Civil Engineering Plans for additional data.
11. The Landscape Contractor will be responsible for familiarizing themselves with the location of all utilities (underground and overhead) and all site conditions prior to the start of construction.
12. Fertilizer will be a balanced complete fertilizer containing nitrogen, phosphoric acid and potash in percentages outlined in specifications.
13. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas; eliminating all bumps, depressions, sticks, stones and other debris to the satisfaction of the Landscape Architect. All inorganic debris that may damage or inhibit the growth of plant material will be removed from all planting beds. Sod shall not be installed until final grades have been approved.
14. Contractor shall be responsible for complete takeoffs including sod and mulch quantities. Plant list is for reference only. Plan(s) shall take precedence over plant list.
15. The Landscape Contractor shall maintain all lawns (seeded or sodded), ground covers, shrubs, palms and trees until final acceptance.
    A) Maintenance by the Landscape Contractor shall include but not be limited to:
    : Inspections & Monitoring
    : Fertilizing
    : Insect & Disease Control
    : Weeding & Cultivating
    : Mowing to maintain 3" heights & Edging
    : Maintain tree rings, guys & braces & keep trees/palms erect
    B) The Landscape Contractor will be responsible to insure that all plant material will be watered thoroughly at time of planting, and insure all plant material will receive an adequate supply of water throughout the construction period. The Landscape Contractor shall be responsible for watering as needed to establish the plant material and ensure healthy plantings through final acceptance.
16. Contractor shall remove all tags, tape and supports (except specified guys & braces) from all plantings prior to final acceptance.
17. All areas of the site disturbed by construction and not planted shall be sodded.
18. The required plantings shall be irrigated with an automatic spray irrigation system.
19. The parking lot shall be sleeved for irrigation. Refer to Civil Engineering Plans
20. The irrigation system shall be equiped with a rain sensor and if required by SFWMD a flow meter. Irrigation contractor shall obtain all applicable permits, including a Water Use Permit and well permit, if applicable.
21. The irrigation system shall be designed to minimize overspray and avoid existing native vegetation and avoid impervious areas.
22. Planting widths for buffers must be 1/2 of the buffer width with none being less than 5'.
23. All base rock shall be removed from planting areas and replaced with clean plantable soil.
24. Ficus to be maintained by crown reduction according to the national standards of pruning, ANSI A300.
25. All plants shall be irrigated until established.



SHRUB PLANTING DETAIL

SEZ 2003-00028

DAVID M. JONES JR. AND ASSOCIATES, INC.
LANDSCAPE ARCHITECTS AND PLANNERS
2221 McGREGOR BOULEVARD FORT MYERS, FLORIDA. 33901
(941) 337-5525 FAX (941) 337-4494

LANDSCAPE ARCHITECTURAL PLANS FOR:

NORM'S BEACH PARKING

TOWN OF FORT MYERS BEACH, FLORIDA

CODE COMPLIANCE LANDSCAPE PLAN

PROJECT NO. 10961

DATE: 10-30-03

SHEET DESCRIPTION: CODE LANDSCAPE

REVISED: 11-12-03

SHEET NUMBER: L-1

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-173**

1. **Request:**

Meeting Date: February 3, 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:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
PUBLIC HEARINGS	Resolution	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:**

Jason Smalley, Senior Planner	Created/Initiated - 1/22/2025
Frankie Kropacek, Operations & Compliance Director	Approved - 1/22/2025
nancy stuparich, Town Attorney	Approved - 1/26/2025
Amy Baker, Town Clerk	Approved - 1/27/2025
Andy Hyatt, Town Manager	Final Approval - 1/27/2025

RESOLUTION NUMBER 25-28

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/ is not consistent with the comprehensive plan and the requirements of the LDC and voted 5 to 2 recommending approval with conditions of the Special Exception; and

WHEREAS, on the 3rd day of February 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. A new special exception must be applied for each time an LDO/ DO is applied for, or any structures are developed/ reconstructed.

2. 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.

3. The applicant must apply for and receive all state and local permits required for the reconstruction of all proposed structures.

4. Any violation of the conditions of approval shall render the special exception null and void.

5. 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.

6. Two-way drive aisles must meet minimum Fire Department widths, this will be assessed during an LDO/ DO as required by the LDC.

7. The applicant must obtain an approved lighting plan as outlined in LDC Sec. 34-1834.

8. The applicant shall provide a parking plan for all four of the applicant's sites (1325-1345, 1400, 1479 Estero and 1403 Santos Rd) which must be approved by the head of Planning and Zoning.

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 February 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:

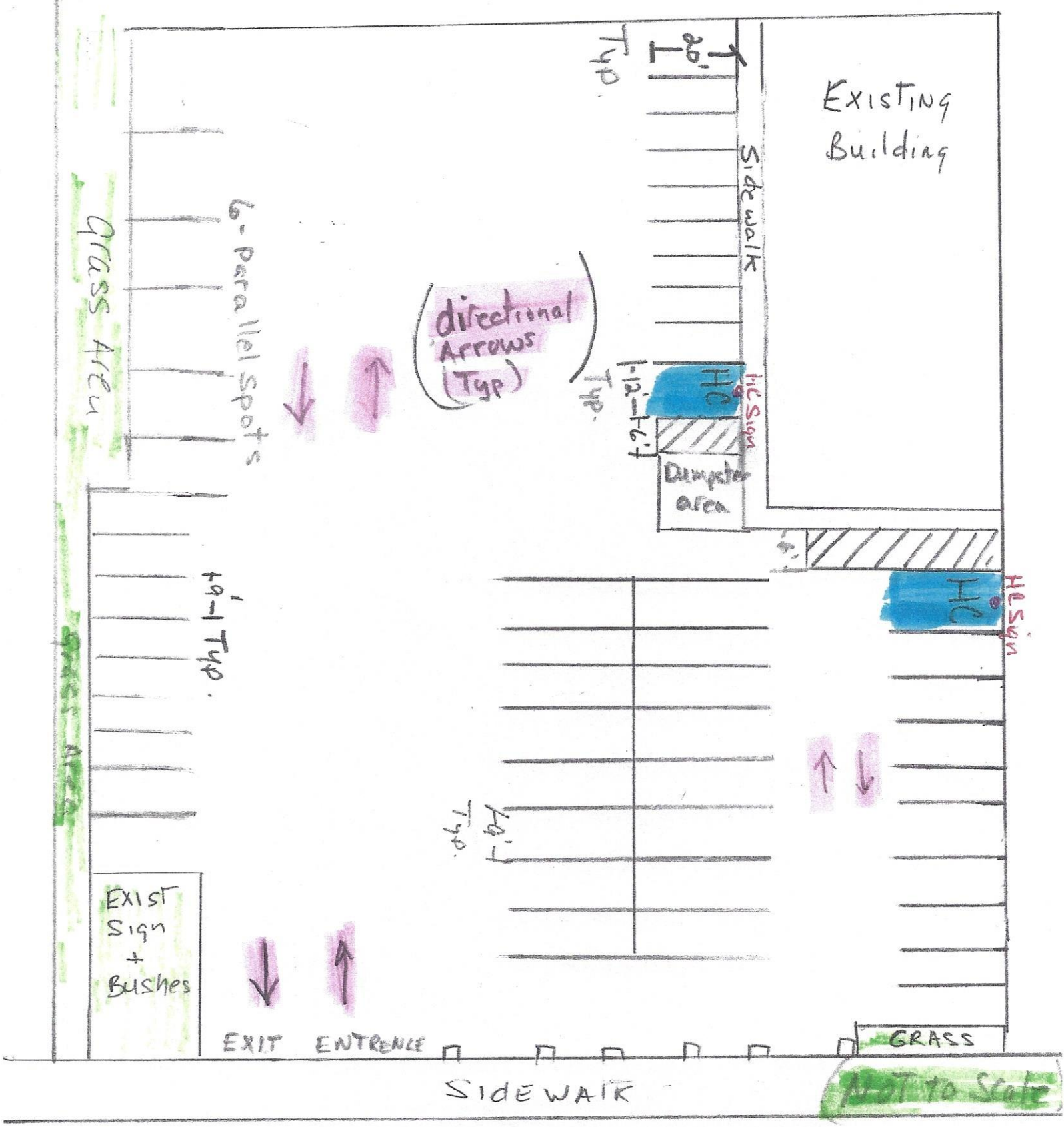
1. Please provide ADA Space with FBC Accessibility. (Please see site plan)

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

Sincerely,

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	SUPPLEMENTAL FORM REQUIRED
● Special Exception	PH-A
☐ Variance	PH-B
☐ Conventional Rezoning	PH-C
☐ Planned Development ☐ Commercial ☐ Residential	PH-D
☐ Master Concept Plan Extension	PH-E
☐ Appeal of Administrative Action	PH-F
☐ Vacation of Platted Right-of-way and Easement	PH-G
☐ Other – cite LDC Section: _____	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

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: _____

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

☐ 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;

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 ____, X who is personally known to me OR ☐ who has produced ____ as identification.

ALEXANDRIA WINDSOR
MY COMMISSION # HH 466080
EXPIRES: November 20, 2027

(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

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

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

Name, Address and Office	Percentage of Stock
Robert Conidaris	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

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

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.

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

LKLB of Florida Inc.
Name of Entity (corporation, partnership, LLP, LLC, etc)

Signature

Attorney
Title

Robert B. Burandt, Esq.
Typed or Printed Name

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

Seal

ALEXANDRIA WINDSOR
MY COMMISSION # HH 466080
EXPIRES: November 20, 2027

Notary Public Signature

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.

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	☐ Marina
● Mixed Residential	☐ Recreation
☐ Boulevard	☐ Wetlands
☐ Pedestrian Commercial	☐ Platted Overlay

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

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.	

Town of Fort Myers Beach 2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone 239 765-0202 Zoningpermits@fmbgov.com Fax 239 765-0909

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.

Town of Fort Myers Beach 2525 Estero Blvd. Fort Myers Beach, FL 33931
Phone 239 765-0202 Zoningpermits@fmbgov.com Fax 239 765-0909

Granting the requested Special Exception could impact surrounding properties as follows:
There would not be any adverse effect. The property is bordered by Norms parking to the North
and property to the right of Norms parking which is owned by the Applicant or its affiliates.
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.

PART 2
Submittal Requirements

All applications for a special exception must submit fourteen (14) copies of this application form and all applicable exhibits.

Required Items

- Public Hearing Request Form
- Supplemental form PH-A
- Site Plan (to scale) including the current use of all existing structures on the site, and those on adjacent properties within 100 feet of the perimeter; all proposed structures and uses for the site; and any proposed fencing and screening.
- Fee in the amount of $3800.00/$3300.00 for an amendment

For New Communication Towers:

a. Lee County Application for Communication Tower
b. Shared-Use Plan Agreement

EXHIBIT
tabbies' 1

10/26/23, 10:00 AM

LDO20230196- Approved job site

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).

Lani Kai permit 1.jpg

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

Site Address

Site Address maintained by E911 Program Addressing

1479 ESTERO BLVD
FORT MYERS BEACH FL 33931

ALTERNATE ADDRESS INFORMATION:
1401 ESTERO BLVD

[Tax Map Viewer] [View Comparables]

[Pictometry Aerial Viewer]

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		

View Parcel on Google Maps

Image of Structure

Photo Date March of 2023 | View other photos

Last Inspection Date: 01/30/2024

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

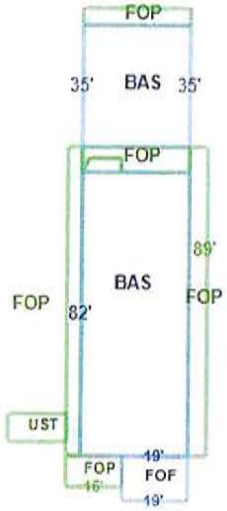
Description	Heated / Under Air	Area (Sq Ft)
BAS - BASE	Y	3,627
FOF - FAIR OFFICE	Y	247

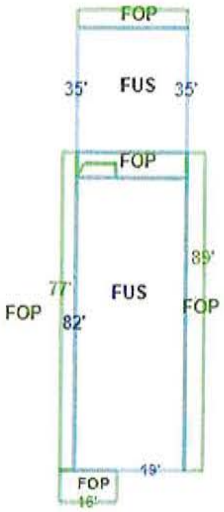
FOP - FINISHED OPEN PORCH	N	1,277
FOP - FINISHED OPEN PORCH	N	1,317
FOP - FINISHED OPEN PORCH	N	372
FUS - FINISHED UPPER STORY	Y	3,627
FUS - FINISHED UPPER STORY	Y	3,627
STP - STOOP	N	801
UST - UNFINISHED UTILITY	N	176

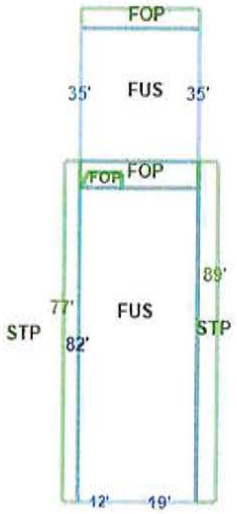
Building Front Photo

Photo Date: March of 2023

Building Footprint







Property Details (2023 Tax Roll)

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Land

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Building 1 of 1

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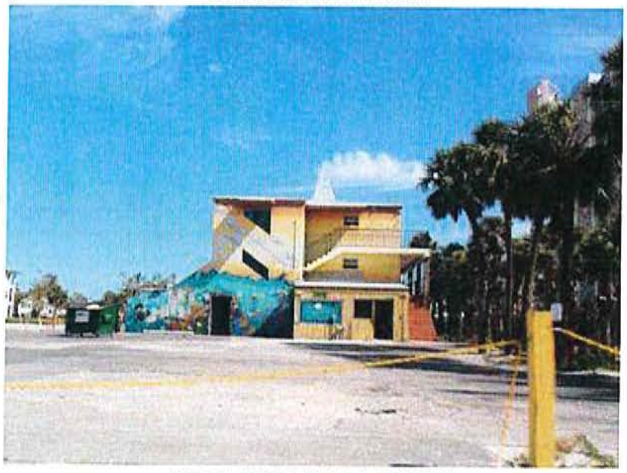
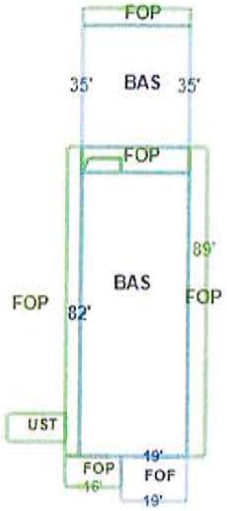
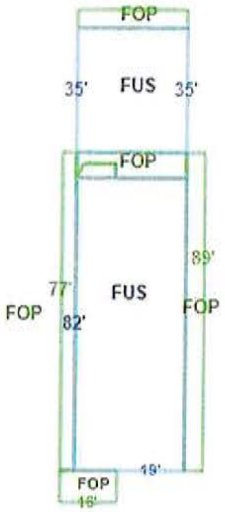
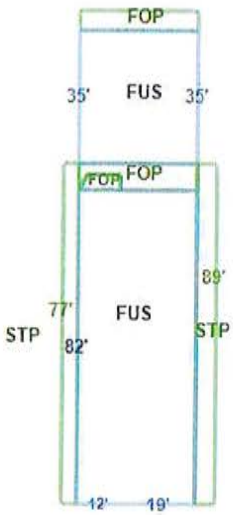


Photo Date: March of 2023

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

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

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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

Flood Insurance Find my flood zone

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

0 20' 40' 80'

N

DESCRIPTION:
LOTS 7 AND 8 AND THE EAST 1/2 OF LOT 9, BLOCK "B" AND LOTS 28 AND 29, BLOCK "A" AND THE STREET OR ALLY KNOWN AS SANTOS ROAD LYING BETWEEN LOT 28 AND 29, BLOCK "A" AND LOT 7 AND 8, BLOCK "B", VENETIAN GARDENS, A SUBDIVISION IN SECTION 19, 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 VENETIAN GARDENS, THE LANI KAI AND BEACH RESORT DECLARATION OF CONDOMINIUM, RECORDED IN OFFICIAL RECORD BOOK 1679 AT PAGE 972, THE RIGHT-OF-WAY CONTROL SURVEY MAPS OF ESTERO BOULEVARD (COUNTY ROAD 865) PREPARED BY BEAN, WHITAKER, LUTZ AND KAREH, DATED APRIL 2010, AND FOUND MONUMENTATION.

BEARINGS ARE BASED ON THE RIGHT-OF-WAY CONTROL SURVEY MAPS OF ESTERO BOULEVARD (COUNTY ROAD 865) PREPARED BY BEAN, WHITAKER, LUTZ AND KAREH, DATED APRIL 2010 WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ESTERO BOULEVARD AS BEARING S70°27'31"E. NO BEARINGS ARE SHOWN ON THE RECORD PLAT OF VENETIAN GARDENS.

COORDINATES SHOWN HEREON ARE STATE PLANE GRID FOR THE FLORIDA WEST ZONE (NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT) BASED ON GLOBAL POSITIONING SYSTEM (GPS) TIES TO THE FLORIDA HIGH PRECISION GEODETIC NETWORK HOLDING NATIONAL GEODETIC SURVEY CONTROL MONUMENT "BOOB-2".

DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.

ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND N.G.S. BENCHMARKS G-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 AE WITH BASE FLOOD ELEVATIONS OF 11' AND 12' PER FLOOD INSURANCE RATE MAP NUMBER 12071C0554G, COMMUNITY NAME: TOWN OF FORT MYERS BEACH AND COMMUNITY NUMBER: 120673 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 GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED WITH ALL PERMITTING REGULATORY ENTITIES PRIOR TO COMMENCING ANY WORK OR APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.

IRON RODS "SET" ARE 5/8" X 18" REBAR WITH YELLOW CAP BEARING CORPORATION NO. LB8267

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 JURISDICTIONAL AREAS OF ANY FEDERAL, STATE, REGIONAL OR LOCAL AGENCY, BOARD, COMMISSION OR OTHER ENTITY.

PARCEL CONTAINS 0.67 ACRES (28,967 SQUARE FEET), MORE OR LESS.

SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN SURVEY (1:15,000).

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

PARCEL STRAP NO.: 19-46-24-W4-0060B.0070

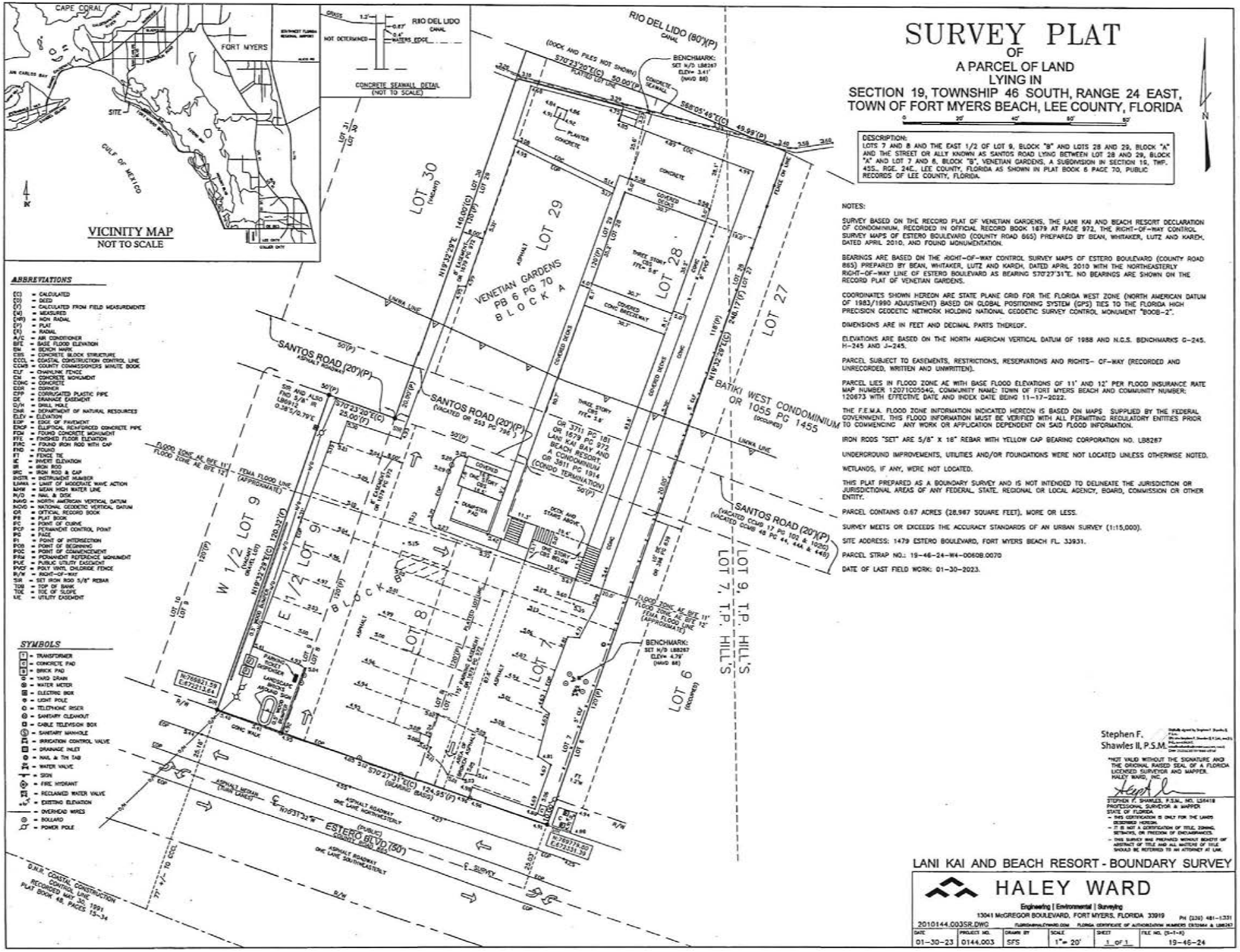
DATE OF LAST FIELD WORK: 01-30-2023.

ABBREVIATIONS

(C) = CALCULATED
(D) = DEED
(C) = CALCULATED FROM FIELD MEASUREMENTS
(M) = MEASURED
(NR) = NON RADIAL
(P) = PLAT
(R) = RADIAL
A/C = AIR CONDITIONER
BFE = BASE FLOOD ELEVATION
BM = BENCH MARK
CBS = CONCRETE BLOCK STRUCTURE
CCCL = COASTAL CONSTRUCTION CONTROL LINE
CCMB = COUNTY COMMISSIONERS MINUTE BOOK
CLF = CHAIN/LINK FENCE
CM = CONCRETE MONUMENT
CONC = CONCRETE
COR = CORNER
CPP = CORRUGATED PLASTIC PIPE
DE = DRAINAGE EASEMENT
D/H = DRILL HOLE
DNR = DEPARTMENT OF NATURAL RESOURCES
ELEV = ELEVATION
EOP = EDGE OF PAVEMENT
ERCP = ELLIPTICAL REINFORCED CONCRETE PIPE
FCM = FOUND CONCRETE MONUMENT
FFE = FINISHED FLOOR ELEVATION
FIRC = FOUND IRON ROD WITH CAP
FND = FOUND
FT = FENCE TIE
IE = INVERT ELEVATION
IR = IRON ROD
IRC = IRON ROD & CAP
INSTR = INSTRUMENT NUMBER
LLWHA = LIMIT OF MODERATE WAVE ACTION
MHW = MEAN HIGH WATER LINE
N/D = NAIL & DISK
NAVD = NORTH AMERICAN VERTICAL DATUM
NGVD = NATIONAL GEODETIC VERTICAL DATUM
OR = OFFICIAL RECORD BOOK
PB = PLAT BOOK
PC = POINT OF CURVE
PCP = PERMANENT CONTROL POINT
PG = PAGE
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PRM = PERMANENT REFERENCE MONUMENT
PUE = PUBLIC UTILITY EASEMENT
PVCF = POLY VINYL CHLORIDE FENCE
R/W = RIGHT-OF-WAY
SIR = SET IRON ROD 5/8" REBAR
TOB = TOP OF BANK
TOE = TOE OF SLOPE
UE = UTILITY EASEMENT

SYMBOLS

T = TRANSFORMER
C = CONCRETE PAD
B = BRICK PAD
D = YARD DRAIN
W = WATER METER
E = ELECTRIC BOX
L = LIGHT POLE
T = TELEPHONE RISER
S = SANITARY CLEANOUT
C = CABLE TELEVISION BOX
S = SANITARY MANHOLE
I = IRRIGATION CONTROL VALVE
D = DRAINAGE INLET
N = NAIL & TIN TAB
W = WATER VALVE
S = SIGN
F = FIRE HYDRANT
R = RECLAIMED WATER VALVE
E = EXISTING ELEVATION
OVERHEAD WIRES
B = BOLLARD
P = POWER POLE



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

*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
HALEY WARD, INC.

STEPHEN F. SHAWLES, P.S.M., NO. LS6418
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
- THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREON.
- IT IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS, OR FREEDOM OF ENCUMBRANCES.
- THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.

LANI KAI AND BEACH RESORT - BOUNDARY SURVEY

HALEY WARD
Engineering | Environmental | Surveying
13041 McGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919 PH (239) 481-1331
2010144.003SR.DWG FLORIDAHALEYWARD.COM FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS EB12644 & LB8267

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
01-30-23	0144.003	SFS	1"= 20'	1 OF 1	19-46-24

I. GENERAL -- ALL CONTRACTORS/SUBCONTRACTORS DOING WORK ON THE PROJECT:

A. All work performed shall be in compliance with the Southern Standard Building Code, latest revisions.

B. Carry adequate insurance, and present evidence of same to Contractor and/or Owner before commencing work.

C. Verify conditions prior to submitting bids and/or commencing work.

D. Cleanup included of his own trades will be expected of all, prior to final payment.

II. OWNER/DEVELOPER/CONTRACTOR

A. Project is being constructed by Fort Myers Beach contractor, Gene Whitley (463-0203).. Owners are Bob and Grace Consadera, proprietors of Lani Kai Island Resort just across Estero River from the project). Mr. Whitley is their agent...all questions, pay receipts, etc., to go through him.

B. Whitley will provide temporary toilet and trash facilities for the project. Electric and Plumbing contractors shall provide temporary electric and water services and make same available to all trades working on the project.

C. Whitley will determine "Bid Packages" of the various component parts. The division of work outlined below is suggested only; final determination of inclusions/exclusions to be by Whitley. In addition to statement of work to be performed, all bids shall clearly state time elements and preferred method of payment(s). Actual "contract form" to be decided by Whitley and the successful bidding supplier, subcontractor, etc.

D. Each successful bidder shall use only skilled workmen, experienced in the task to be performed, together with adequate field superintendents. Where permit(s) are required by state or local law, he shall be responsible for obtaining same and calling for all inspections when due.

E. Separate contracts, exact scope yet undetermined, will be taken for the following work:

...Rear sea wall and wood dock
...Landscaping and finished ground cover } SUCH CONTRACTS ARE OUT
...Project signage } INCLUDED IN THE WORK CLAIMED
...Draperies and loose furnishings } AT THESE DRAWINGS/SPECS.

III. OUTLINE SPECIFICATIONS (UNIFORM SYSTEM):

2.1 Site prep work shall be by Contractor Whitley, and consists of clearing and grubbing, site earthwork, waste and debris removal, grading, rough and finish grading excavating and backfilling. Have soil compaction tests and confirmation of load bearing capacity per notes of the Foundation Plan.

2.2 Soil poisoning shall be done by a licensed pest control (termite) company and shall consist of treatment under all slabs on grade, including exterior walks, and along all foundation walls.

A. Underslab work to be coarse spray, applied uniformly at rate recommended by manufacturer but not less than 1 gallon per 100 sq. ft. Apply immediately prior to placement of vapor barrier and/or at least 12 hours prior to placing of concrete.

B. Foundation walls to be treated at a rate of not less than 1 gallon per 2 lin. ft. of wall, at time of backfilling soil against wall. Treatment shall be coordinated (including retreatment if necessary) with final grading and planting operations so as to avoid disturbance of the chemical barriers by such.

2.3 Walks to be ready mixed concrete conforming to ASTM C-94 3,000 p.s.i. design strength, 4" maximum slump. Provide 6x6x10 welded wire mesh. Finish to be wood float and then steel wire brush, with all strokes in the same direction. Provide saw cut joints, including those at expansion joints and curbs to a 1" radius.

2.4 Bituminous paving to be of finished materials and compacted base as shown on detail of site paving plan. At project completion, provide 4" wide painted lines and precast bumper blocks as shown on site plan.

3.1 Precast floor slabs:

A. to be 8" hollow core prestressed units, such as "Spancrete" manufactured by Cement Industries, Inc., Ft. Myers, Florida. Units to be 8'-0" wide (nominal) with design loads to meet any layout conditions shown on structural plans or approved shop drawings. Units shall be designed for live or dead loads indicated, and such shall be indicated on shop drawings.

B. Units to be cast in metal casting beds, maintained, aligned, and in clean condition, to provide a smooth, dense and uniform underside finish. Provide keyed joints which will not spall, and provide for any openings required of mechanical services (holes for plumbing pipe will be field core drilled by others.

C. Contract is to include erection of all units, utilizing a crane and manpower of sufficient experience. Lay units true to line and level, gaping sure minimum bearings are obtained at ends and sides.

D. Provide shop drawings, 4 copies. Include any specific requirements of shoring to be provided by the General Contractor.

3.2 Cast-in-place concrete:

A. All concrete to be ready mixed type, conforming to A.S.T.M. C-94, 3000 p.s.i. design strength, 4" maximum slump. Portland cement to conform to A.S.T.M. C-150, type 1; fine and coarse aggregate to conform to A.S.T.M. C-33. Water to be clean and free, and drinkable. No admixtures will be allowed without approval of the Architect.

B. Reinforcing steel to be new, grade 60 deformed bars, conforming to A.S.T.M. A-615. Welded wire fabric to conform to A.S.T.M. A-185.

C. All work, materials and labor, to be in accordance with:
1. Building Code Requirements for Reinforced Concrete, ACI 318
2. Specifications for Structural Concrete for Buildings ACI 301
3. Recommended Practice for Concrete Formwork ACI 347
4. Concrete Reinforcing Steel Institute "Manual of Standard Practice"
5. Additional notes shown on sheets 2 & 3 of the drawings.

D. Construct all forms to ACI-347, allowing for easy removal without undue hammering or prying against the finished concrete surfaces. Clean forms by removing all wood chips, sawdust, dirt and other debris just before concrete is placed. Retighten forms after concrete is placed. Retighten forms after concrete placed.

If required to eliminate mortar leaks, form coating, as used shall be "Formiltex" (Chevron-Material Corp.) or "Formsaver" (Standard Corp). No oil based materials will be allowed.

E. Placement:
1. Reinforcing steel to be placed in accord with CRSI, utilizing appropriate chairs, hangers, etc. required of the job at hand; secured against displacement with soft iron bending wire. Clean all bars and rods of loose rust, mill scale, dirt, etc. which would reduce or destroy bond with concrete.

2. Co-operate with all other crafts to permit installation of their work. Immediately prior to pouring, re-inspect all formwork, reinforcing steel, and embedded items of other trades and thoroughly wet wood forms as required, where form coatings are not used.

3. Concrete will be placed as near to its final position as practicable to avoid segregation due to excessive handling. Concrete will not be walked or otherwise moved with a vibrator.

4. Concrete shall be carefully worked around embedded items and pointed through reinforcing steel concentrations. Concrete may be compacted by means of mechanical vibrator operated by experienced personnel. Avoid touching reinforcing steel with vibrator.

5. Concrete that has been partially hardened, or been retempered will not be used. Water will not be added above design mix quantities under circumstances without approval of the Architect.

F. Finishes:
1. Formed surfaces exposed to view in their final state (unfinished or painted) shall have tie holes and defective areas repaired and patched, with all fins or other projections chipped off and rubbed down.

2. Floor slabs shall be screeded to proper level and tamped with a perforated tool to force coarse aggregate away from surface. Wood float and finish with steel trowel to a dense uniform surface free of all bleedwater, ripples, and trowel marks. Dusting on cement or sprinkling water to facilitate finishing will not be allowed under any circumstances.

3. Exterior walkways, balconies, stair landings, etc. to have light to medium "brushed" texture after floating.

G. Curing:
1. Floor slabs to be Contractor's choice of moisture retaining cover conforming to ASTM C-171 (waterproof paper), polyethylene film, polyvinyl resin coated burlap, etc.) or curing compound conforming to ASTM C-309, type 1.
a.) Moisture retaining cover shall be placed in widest applicable widths with sides and ends lapped a min. of 3" and sealed by waterproof tape; immediately repair holes or tears occuring during curing period. Membrane to remain a minimum of 7 days.
b.) Curing compound shall be applied to slab concrete as soon as water film has disappeared. Apply uniformly in 2 coat continuous operation by approved equipment recommended by manufacturer. Recoat any areas subject to heavy rainfall within 3 hours of initial application.

H. Testing: General Contractor shall provide and pay for all field and lab testing as follows:
1. Slump tests conforming to ASTM C-143, one test for each set of compressive strength test.
2. Compressive strength tests conforming to ASTM C-39, one set of 3 cylinders for each 50 cu. yd. or 5000 sq. ft. surface area of concrete placed in any one day. First specimen to be tested at 7 days and second at 28 days. Final specimen to be retained for later testing if required. Testing company to mail reports to Architect and General Contractor, preferably same day as tests are performed.

4.1 Masonry:
A. All units, reinforced cores, horizontal mesh, etc. to be as shown and noted on the drawings. Block units to conform to ASTM C-90, mortar to be type "M" conforming to ASTM C-270.

B. Installation and Workmanship:
1. Lay all units plumb, level and true, in regular running bond. Vertical joints shall break midway on the units laid in preceding courses. Stop neat at openings, corners, and beginning of units is allowed.
2. Solid in anchorage portions of window frames, door frames, anchors, vent openings, flashing, etc. Set all items plumb and true and in accord with manufacturer's directions. Shop drawings, or details shown on drawings. Space between hollow steel doors and masonry shall be slushed full of grout as frames are built in.
3. Cutting of masonry units where necessary for electrical outlet boxes, vent pipes, etc., shall be done with a carborundum saw in a neat workmanlike manner. Where cores are grout filled, outlet boxes, pipes, etc., shall be sealed in to prevent leakage.
4. All walls shall have joints tooled with a round bar (or a V-shaped bar) to produce a smooth, slightly concave surface well bonded to the block at the edges, except where units are to receive exterior plaster (stucco), the joint shall be struck flush.
5. Remove and replace any loose, chipped, or broken blocks which do not match adjacent units; new units to be installed in fresh mortar or grout, pointed to eliminate evidence of replacement.

C. Protection, cleaning/painting:
1. Tops of all walls shall be covered at the end of each day's work, using waterproof reinforced paper or canvas, properly weighted down.
2. During cleaning of joints, cleaning of voids and holes, and completely fill with fresh mortar; joint to match original work.
3. At end of work day scrape any excess mortar smeared or splattered on the surface by sponging with clear water and stiff fiber brush. Any stains or excess mortar remaining at completion of masonry work shall be removed by rubbing with a carborundum stone and water and a wood or steel bristle brush. No acids will be allowed.

6.1 Rough Carpentry:
A. Prefabricated roof trusses to be "gangmail" type of a manufacturer whose licensee is located in Lee or Collier Counties, in accordance with loading and notes of sheet 4 of the drawings. "Fabric Trusses" (Walker Builders Supply, Ft. Myers) meet such criteria, but others will be considered upon if they can so comply. Provide shop drawings, 4 copies.

B. Framing wood (studs, rafter, joists, etc.) to be No. 2 Southern Pine, FS1400 p.s.i. minimum, all lumber in contract with masonry, concrete, or earth, or later to be wire lathed and stuccoed shall be "pressure treated".

C. Plywood roof sheathing to be 1" thick, C-D 32/16, 4' x 8' sheets. Provide edge clips "Flylok" or equ. on 2 per sheet. Installation to be per Am. recommendations.

D. All fasteners (nails, bolts, etc.) to be hot dipped galvanized, of type/size/spacing required by local practice and applicable codes. All roof trusses and members shall be anchored with metal hurricane straps per local codes.

E. Installation and Workmanship:
1. All products shall be accurately framed, with close fitting joints between members, rigidly secured with adequate fastenings, plumb, true to line and level. Cut and fit around all obstructions and work with Plumbing, HVAC, and Electrical Contractors so as to alleviate any job site problems without sacrificing strength and adequacy of the members. Provide all furring and blocking required for other finishes and architectural features.
2. Specific requirements:
a.) Provide solid wood blocking behind any toilet room accessories.
b.) Load bearing stud walls, if any, to have double top plate and installed so as to tie into intersecting partitions.
c.) Furring of exterior walls (to receive drywall finish) to be 1 x 2 or 1 x 3 @ 24". Shim as required to make plumb and level; provide closure strips at all edges and openings.
d.) Provide fire wall in roof truss, as noted on plans.
e.) For roof framing, provide continuous wood bridging, and all miscellaneous auxiliary members required by code or good framing practice so as to eliminate sound disgorges.

6.2 Finished Carpentry:
A. All materials to be species, grades, patterns, dimensionally used in high quality residential and light commercial buildings. If in doubt, consult with Architect.
B. Fastenings: provide non-corrosive screws, nails, etc. of type and length to suit the installation at hand. Spacings, counter-sinking or bends, shall be per code and highest standard of finish carpentry trade.
C. Installation and workmanship:
1. Members shall be accurately cut to required sizes and angles. Exposed surfaces shall be machine-sanded, scraped, and hand sanded as may be required to smooth even surfaces, ready for finishes. Free from plaster knots or defacements of any kind.
2. As far as possible conceal fastenings. Where not possible, locate them in inconspicuous places. Where nailing is required through exposed faces, countersink all heads.
3. All joints shall be tight fitting and made in such manner as to securely join members together and to prevent warping, splitting, and working up of joints when finished. Miter all corner joints to be rabbeted, dadoed, tongue-and-grooved, altered-and-spliced, or of other type that is particular work.

7.1 Insulation:
A. Ceiling insulation to be R-19 fiberglass batts with kraft paper. Wall insulation to be R-13 fiberglass batts, unfaced, Owens-Corning: friction fit between wood furring strips of masonry walls.
B. Installations to be per manufacturer's recommendations and standard practice of thermal insulation trade. Ceiling installations at roof overhangs to be compressed and held in place so as to assure clear uninterrupted passage of air to ventilate space above insulation.

7.2 Roofing: Apply standard 15# asphalt saturated felt over plywood deck, fastenings per standard practice. Finish roofing to be cedar shakes, 18" long, 5" to weather; installation to be with another layer of 15# felt, per note on the drawings. Provide metal edge drip flashings as necessary to obtain water tight job. Also, provide metal "caps" over exposed wood members, as detailed.

7.3 Caulking: Non shrink elastomeric caulking shall be used throughout the structure, at the following locations: At the perimeter joint around the windows and doors, at the junction of the ceiling and walls, at the top of splash at vanities, between cabinet and wall, between any exterior aluminum and concrete or concrete block. Provide double bead under thresholds at exterior doors.

8.1 Windows and sliding glass doors to be type and size as shown, aluminum "#31" bronze finish, complete with screens and weatherstripping for operating portions. All units to be tempered, glass in sliding doors to be 1" tempered. Acceptable manufacturers are "Fleetwood" and "Pan-Am". Window supplier to consult with G.C. to verify masonry openings at start of concrete block work.

8.2 Doors to be shown on schedule and as indicated on floor plans. Interior units to be flush hollow core paint grade birch, prehung complete with frame and finish hardware. Exterior doors (front entry) to be fir, of size and design shown, provide polyvinyl. Metal bifold doors to be full louvered as shown, complete with track and finished hardware. Entry door hardware to be "mortise" type function and bathroom hardware to be "privacy" type.

9.1 Interior finishes to be as noted on schedule of Sheet #2 or as determined by owner, all "bids" to be specific as to ownership, grade of material, manufacturers/textures, etc. Where certain fire resistive standards are required by code, proposals to so state compliance. Note that type "X/5" drywall shall be used behind all tiled walls of bathroom, and type "X" fire resistive drywall is required in all extensions up to underside of roof and fire rated ceilings.

9.2 Ceilings (kitchen) are completely specified via note on sheet #2 of the drawings.

9.3 Exterior cement finish (stucco) to be 3 coat work, conforming to highest standards of the Southern Florida Stucco Trade. Provide bonding agent, such as "Link" (American Sta-Dri) or "Bondcrete-D" (Burke) in any areas where a good bond is not likely between stucco and concrete or masonry surfaces. Utilize corner-beads at all exterior corners and provide metal lath if and as required to make for a superior finished installation. Finish coat to be nominal thickness of 1/8" to 1/4"; medium texture as directed.

9.4 All exterior walls to be painted 2 coats "Firebrick" #10 series, acrylic latex. All exterior wood to be stained 2 coats, "Olympic" solid color wood stain. All colors to be chosen by Architect and/or owners representative.

10.1 Kitchen and bath cabinets, countertops, splashes, mirrors, and accessories, (towel bars, paper holders, etc.) are specified via notes on Sheet #1 of the drawings. All "bids" are to be specific as to brands and model numbers being submitted; provide literature if requested.

SEE BLDG. & MECH. SHEET FOR SPECIFICATIONS ON BLDG., A/C/VENTING & PLUMBING WORK.

APPROVED
LEE COUNTY ZONING DEPARTMENT
Cecilia Lynch
DATE 6-17-93

Strap #'s
Lot 7 BLK B 47-19-46-24-06-000B.0070
Lot 8 BLK B 000A.0080
Lot 1 & Lot 2 BLK 28 & 29 BLK A 000A.0220
E'L Lot 9 BLK B 000B.0094

Building Permit # 68182

SITE PLAN

PARKING TALLY:
• GUEST REGMT (MOTEL) 1 SPACE/UNIT + 1 SPACE/2 EMPLOYEES
• WE HAVE 14 UNITS & NO MORE THAN 6 EMPLOYEES ..... THUS, 19 SPACES REQ'D
• WE HAVE 20 SPACES SHOWN — O.K.
(BUILDING WILL BE USED FOR "DORMITORY" TYPE HOUSING FOR HOTEL WORKERS ETC.)

LEGAL DESCRIPTION:
LOTS 1, 2, & EAST ½ OF LOT 3 IN BLOCK "B", PLAT OF LOTS 28 & 29 OF BLOCK "A", TWO PART OF UNRECORDED SANIBEL ISLAND, VENETIAN GARDENS SUB-DIVISION, AS RECORDED IN PLAT BOOK 10, PAGE 46, AND LOT 9 OF BLOCK "B", PLAT OF LOTS 28 & 29

SAN CARLOS BLVD
PALERMO DR
ORD AVE
PALM AVE
0060B
0070
500 Feet

Date of Report: June 04, 2024

Buffer Distance: 500 feet Rerun

Parcels Affected: 165

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

To change, add or remove subject parcels please change the parcel selection in GeoView

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

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 POMPANO 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
BLOCDAHL 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
WIILLIAM 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 YOUKHANA 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

KEY ESTERO SHOPS LLC
3220 PINE CONE CT
MILFORD MI 48381

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

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

EE44 LLC
1951 PINE RIDGE DR
JENISON MI 49428

COLLIN JAMES GROUP LLC
15 CARROTWOOD CT
FORT MYERS FL 33919

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

PETERSON DAVID CHARLES
85 LAKEVIEW AVE
EXCELSIOR MN 55331

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

SZYPERSKI KEITH P
219 CAROLINA AV
FORT MYERS BEACH FL 33931

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VENETIAN GARDENS CANAL
PALERMO CIR
FORT MYERS BEACH FL 33931

REALBOOK LLC
12 SEQUOIA DR
DAYTON NJ 08810

AMBERJACK PROPERTIES LLC
PO BOX 446
OTTOVILLE OH 45876

MOORE ERIK & SUSAN +
8136 KRONLOKKEN LANE
LAFAYETTE IN 47909

COLLIN JAMES GROUP LLC
15 CARROTWOOD CT
FORT MYERS FL 33919

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

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

WIDMEIER INVESTMENTS LLC
4390 DODGE ST
DUBUQUE IA 52003

ESH ANDREW CHARLES +
15833 SUNSET RD
MINNETONKA MN 55345

LANI KAI LP
1400 ESTERO BLVD
FORT MYERS BEACH FL 33931

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LANI KAI LP
1400 ESTERO RD
FORT MYERS BEACH FL 33931

WILCOX LANCE
1339 SANTOS RD
FORT MYERS BEACH FL 33931

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

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

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

DAR LAND HOLDINGS LLC
3487 COUNTY LINE RD
LUXEMBURG WI 54217

499 PALERMO LLC
1421 E LAKE SHORE DR
SPRINGFIELD IL 62712

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

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

PARILLA DAVID R TR
1335 SANTOS RD
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

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

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

463 PALMERO LLC
1421 E LAKE SHORE DR
SPRINGFIELD IL 62712

MILLER JONATHAN T
PO BOX 80490
FORT WAYNE IN 46898

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

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

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

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

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

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

450 PALERMO LLC
1421 E LAKE SHR
SPRINGFIELD IL 62712

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

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

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

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

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

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

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

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

DEL BUSTO GEORGE &
2212 EVEREST PKWY
CAPE CORAL FL 33904

LUSSIER TARA CORBISHLEY &
745 BIMINI LN
PUNTA GORDA FL 33950

DAY BILLY WAYNE
3708 SHANNON RUN TRL
LOUISVILLE KY 40299

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

KALIDINDI RAMA USHA +
44354 APACHE CIR
ASHBURN VA 20147

NAUTICAL MARKETING LLC
189 SABAL DR
FORT MYERS BEACH FL 33931

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MOFFA ROBERT H
37728 LOIS DR
STERLING HEIGHTS MI 48310

BLOCDAHL LEASING LLC
3538 TIMBER RIDGE TRAIL
CEDAR RAPIDS IA 52411

BERTSCHINGER INVESTMENTS LLC
SEEBLICK 13
WOLLERAU 8832
SWITZERLAND

CGRT LLC +
573 LONGWOOD AVE
GLENCOE IL 60022

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

HASSELHOFF LLC
414 MARKET ST
IOWA CITY IA 52245

UNDERWOOD LLC
414 MARKET ST
IOWA CITY IA 52245

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

GANIM GEORGE W SR &
4666 MAIN ST
BRIDGEPORT CT 06606

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

CROWLEY THERESA M
60 ALVA DR
FORT MYERS BEACH FL 33931

BERTSCHINGER INVESTMENTS LLC
SEEBLICK 13
8832 WOLLERAU
SWITZERLAND

MAUHI ENTERPRISES INC
4411 CLEVELAND AV
FORT MYERS FL 33901

WATERFRONT PROPERTIES LLC
4411 CLEVELAND AVE
FORT MYERS FL 33901

1560 I STREET 62 LLC
4705 LELAND DR
CUMMING GA 30041

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

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

STEPNEY LLC
4666 MAIN ST
BRIDGEPORT CT 06606

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

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RIGHT CHOICE INVESTMENTS LLC
13500 TELEGRAPH RD
TAYLOR MI 48180

PE RENTALS LLC
1107 KANE ST
LA CROSSE WI 54603

VALAZQUEZ TIMOTHY +
163 MIRAMAR ST
FORT MYERS BEACH FL 33931

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

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

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

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

HANY JOHN A TR
3405 STEPHANIE RD
BLOOMINGTON IL 61704

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

FILM CAROLYN A
64 CARROLLS GROVE RD
TROY NY 12180

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OUR BEACH SAND LLC
12483 SUMMERWOOD DR
FORT MYERS FL 33908

BARKER JOHN +
5262 OLYMPIA DR
INDIANAPOLIS IN 46228

RUSK CHRISTOPHER J &
193 MIRAMAR 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

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

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

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

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

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

BROWN JOANNE M TR
PO BOX 96
OMENA MI 49674

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JONES MALINDA ETZLER
2445 S FILLMORE ST
DENVER CO 80210

FRANA THERESA L
2789 TRAILWOOD LN
LEXINGTON KY 40511

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

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

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

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

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

DARIANO KELLI R TR
79 SUNNY LN
TIFFIN OH 44883

STRIBLING MARK TR
PO BOX 408
ASHLAND IL 62612

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

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

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

DANIELSON BRIAN
1300 WILD ROSE TRAIL
EDMOND OK 73034

JOHNSTON DALE MICHAEL &
118 MEADOW CREEK CT
LEXINGTON IL 61753

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

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

SUNSET VIEWS LLC
PO BOX 70
AUBURN IN 46706

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

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

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

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GREEN BURLEY & TAMMY
PO BOX 44
OWENSVILLE MO 65066

CHARLES DANNY TR
9751 EASTERN AVE
BYRON CENTER MI 49315

41 DEVOE STREET CORP
26 UPLAND RD
GREAT NECK NY 11020

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

WOOD SAMUEL L
PO BOX 342
PETERSBURG IL 62675

WOOD SAMUEL L +
PO BOX 342
PETERSBURG IL 62675

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

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

TMS INVESTMENTS
185 HIGH ST NE
WARREN OH 44481

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SUNSET VIEWS LLC
PO BOX 70
AUBURN IN 46706

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

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

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

SMITH BRIAN T +
PO BOX 235
HEYWORTH IL 61745

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

NELSON BRADLEY A TR
803 IRONWOOD CC DR
NORMAL IL 61761

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

SUNSET VIEWS LLC
PO BOX 70
AUBURN IN 46706

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

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

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

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

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

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

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

BOCCELLA SALVATORE
4 POINT VIEW CT
SICKLERVILLE NJ 08081

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CALHAN FLP
189 SADDLEBROOK DR
OAK BROOK IL 60523

LADWIG MARY TR
10019 ISOLA WAY
MIROMAR LAKES FL 33913

LONI RODGER J +
2054 N NORDICA AVE
CHICAGO IL 60707

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

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

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

ANDRESEN EDWIN TR
7960 PRESERVATION DR
INDIANAPOLIS IN 46278

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

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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	MailAddres	MailAddres	MailCity	MailState	MailZip	MailCountr	SiteNumbe
0	TRUE	10477703	19-46-24-V	LKLB OF FLORIDA INC		1400 ESTERO BLVD		FORT MYER	FL	33931		1479
1	FALSE	10617008	19-46-24-V	VENETIAN GARDENS C.		PALERMO CIR		FORT MYER	FL	33931		
2	FALSE	10617009	19-46-24-V	VENETIAN GARDENS C.		PALERMO CIR		FORT MYER	FL	33931		
3	FALSE	10227974	19-46-24-V	KEY ESTERO SHOPS LL		3220 PINE CONE CT		MILFORD	MI	48381		1661
4	FALSE	10227975	19-46-24-V	REALBOOK LLC		12 SEQUOIA DR		DAYTON	NJ	8810		200
5	FALSE	10227976	19-46-24-V	GH3 RB CAPITAL LLC		1700 MEDICAL LN #10		FORT MYER	FL	33907		211
6	FALSE	10227978	19-46-24-V	AMBERJACK PROPERTI		PO BOX 446		OTTOVILLE	OH	45876		210
7	FALSE	10227985	19-46-24-V	PIEC DANIEL J & JOYCE		230 CAROLINA AVE		FORT MYER	FL	33931		230
8	FALSE	10227993	19-46-24-V	MOORE ERIK & SUSAN		8136 KRONLOKKEN LA		LAFAYETTE	IN	47909		231
9	FALSE	10228046	19-46-24-V	EE44 LLC		1951 PINE RIDGE DR		JENISON	MI	49428		125/127
10	FALSE	10626630	19-46-24-V	COLLIN JAMES GROUP		15 CARROTWOOD CT		FORT MYER	FL	33919		259
11	FALSE	10626631	19-46-24-V	COLLIN JAMES GROUP		15 CARROTWOOD CT		FORT MYER	FL	33919		257
12	FALSE	10228054	19-46-24-V	RATISBONA INC		3665 BONITA BEACH R		BONITA SPI	FL	34134		251/255
13	FALSE	10228055	19-46-24-V	ZIEGLER MICHAEL W &		437 AUBURN ST		ALLENTOW	PA	18103		249
14	FALSE	10228056	19-46-24-V	CANTRELL JASON ALA		620 GREENFORD TRAIL		CARMEL	IN	46032		245
15	FALSE	10228057	19-46-24-V	PETERSON DAVID CHA		85 LAKEVIEW AVE		EXCELSIOR	MN	55331		239
16	FALSE	10228058	19-46-24-V	WIDMEIER INVESTMEN		4390 DODGE ST		DUBUQUE	IA	52003		237
17	FALSE	10228059	19-46-24-V	MALONEY JAMES P TR		235 CAROLINA AVE		FORT MYER	FL	33931		233/235
18	FALSE	10228060	19-46-24-V	ESH ANDREW CHARLE		15833 SUNSET RD		MINNETON	MN	55345		223
19	FALSE	10228061	19-46-24-V	SZYPERSKI KEITH P		219 CAROLINA AV		FORT MYER	FL	33931		219
20	FALSE	10228062	19-46-24-V	LANI KAI LP		1400 ESTERO BLVD		FORT MYER	FL	33931		1403
21	FALSE	10228063	19-46-24-V	LANI KAI LP		1400 ESTERO RD		FORT MYER	FL	33931		1401
22	FALSE	10228064	19-46-24-V	AULLS PATRICIA E L/E		7241 BERGAMO WAY U		FORT MYER	FL	33966		1351
23	FALSE	10228065	19-46-24-V	WILCOX LANCE		1339 SANTOS RD		FORT MYER	FL	33931		1339
24	FALSE	10228066	19-46-24-V	PARILLA DAVID R TR		1335 SANTOS RD		FORT MYER	FL	33931		1335
25	FALSE	10228067	19-46-24-V	CONNER CHARLES R &		53 POMPANO ST		FORT MYER	FL	33931		126
26	FALSE	10228068	19-46-24-V	PARILLA DAVID R TR		1335 SANTOS RD		FORT MYER	FL	33931		1321
27	FALSE	10228069	19-46-24-V	KLC SURF L CHRISTOPI		4625 W EUCLID AVE		TAMPA	FL	33629		1397
28	FALSE	10228070	19-46-24-V	KLC SURF L CHRISTOPI		4625 W EUCLID AVE		TAMPA	FL	33629		1365/1375
29	FALSE	10228071	19-46-24-V	LANI KAI LP ROBERT G (		1400 ESTERO BLVD		FORT MYER	FL	33931		1345
30	FALSE	10228072	19-46-24-V	LANI KAI LP ROBERT G (		1400 ESTERO BLVD		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 INC(	3200 HYACKBERRY RD	IRVING	TX	75063		1301
33	FALSE	10228089	19-46-24-V	455 PALERMO CIRCLE	1421 EAST LAKE SHORI	SPRINGFIE	IL	62712		455
34	FALSE	10463011	19-46-24-V	VAN FAM PROPERTIES	7323 INDIGO RIDGE SV	BYRON CE	MI	49315		459
35	FALSE	10228090	19-46-24-V	DAR LAND HOLDINGS I	3487 COUNTY LINE RD	LUXEMBUR	WI	54217		461
36	FALSE	10469664	19-46-24-V	463 PALMERO LLC	1421 E LAKE SHORE DI	SPRINGFIE	IL	62712		463
37	FALSE	10228091	19-46-24-V	499 PALERMO LLC	1421 E LAKE SHORE DI	SPRINGFIE	IL	62712		499
38	FALSE	10228092	19-46-24-V	MILLER JONATHAN T	PO BOX 80490	FORT WAY	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	LAKEWOO[	CO	80228		571
43	FALSE	10228096	19-46-24-V	GNIRCK RAPHAEL +	AM MUEHLBERG 39A	BAD HOMBURG	VD HO	61348	GERMANY	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 CORBIS	745 BIMINI LN	PUNTA GO	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	LOUISVILL	KY	40299		155
55	FALSE	10228137	19-46-24-V	LUMP THOMAS F & ANI	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	ARLINGTOI LARRY SMI	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 H	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	BLOCDAHL LEASING LI	3538 TIMBER RIDGE TR	CEDAR RAI	IA	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 CI	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	BRIDGEPOI	CT	6606			1478
76	FALSE	10228191	19-46-24-V	GANIM GEORGE W & JC	4666 MAIN ST	BRIDGEPOI	CT	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	BRIDGEPOI	CT	6606			71
79	FALSE	10228194	19-46-24-V	GANIM GEORGE W SR (	4666 MAIN ST	BRIDGEPOI	CT	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 SUITOR 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	WIILLIAM 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-W	LAY DANIEL F TR	7583 N 1300 E ROAD	SHIRLEY	IL	61772		1511
91	FALSE	10228403	19-46-24-W	FRANKLIN JAY STAHAN	1511 ESTERO BLVD #2(	FORT MYER	FL	33931		1511
91	FALSE	10228404	19-46-24-W	FILM CAROLYN A	64 CARROLLS GROVE F	TROY	NY	12180		1511
91	FALSE	10228405	19-46-24-W	BROWN JOANNE M TR	PO BOX 96	OMENA	MI	49674		1511
91	FALSE	10228406	19-46-24-W	JONES MALINDA ETZLE	2445 S FILLMORE ST	DENVER	CO	80210		1511
91	FALSE	10228407	19-46-24-W	FENN CYNTHIA TR	14248 FOUNTAIN HILL!	PRIOR LAKI	MN	55372		1511
91	FALSE	10228408	19-46-24-W	FRANA THERESA L	2789 TRAILWOOD LN	LEXINGTON	KY	40511		1511
91	FALSE	10228409	19-46-24-W	1511 ESTEI MICHELLE '	495 THOMAS DR	NORTH BAI	IL	60010		1511
91	FALSE	10228410	19-46-24-W	OBRIEN CAROL & WIN!	1511 ESTERO BLVD #3(	FORT MYER	FL	33931		1511
91	FALSE	10228411	19-46-24-W	DANIELSON BRIAN	1300 WILD ROSE TRAIL	EDMOND	OK	73034		1511
91	FALSE	10228412	19-46-24-W	KARBLER LARRY L L/E	6558 OHENRY CIR	NORTH RID	OH	44039		1511
91	FALSE	10228413	19-46-24-W	JOHNSTON DALE MICH	118 MEADOW CREEK C	LEXINGTON	IL	61753		1511
91	FALSE	10228414	19-46-24-W	SEXTON MICHAEL ZEPI	1511 ESTERO BLVD # 3	FORT MYER	FL	33931		1511
91	FALSE	10228415	19-46-24-W	RAPP DALE A & RUTH A	104 PRAIRIE DR	LEXINGTON	IL	61753		1511
91	FALSE	10228416	19-46-24-W	LAW MICHAEL M & SHE	PO BOX 584	HEYWORTH	IL	61745		1511
91	FALSE	10228417	19-46-24-W	MEZERA CHRISTINA M '	5229 W 62ND ST	EDINA	MN	55436		1511
91	FALSE	10228418	19-46-24-W	QUARTELLO BETTY A TI	1511 ESTERO BLVD # 4	FORT MYER	FL	33931		1511
91	FALSE	10228419	19-46-24-W	SUNSET VIEWS LLC	PO BOX 70	AUBURN	IN	46706		1511
91	FALSE	10228420	19-46-24-W	DARIANO KELLI R TR	79 SUNNY LN	TIFFIN	OH	44883		1511
91	FALSE	10228421	19-46-24-W	MOORE ROBERT J & CY	1511 ESTERO BLVD #4(	FORT MYER	FL	33931		1511
91	FALSE	10228422	19-46-24-W	STRIBLING MARK TR	PO BOX 408	ASHLAND	IL	62612		1511
91	FALSE	10228423	19-46-24-W	STOCKER REBECCA L &	APT 407 1511 ESTEI	JACKSONVI	IL	62650		1511
91	FALSE	10228424	19-46-24-W	SMITH GARY B & ROXY I	3734 WESLEY CHAPEL	ZANESVILL	OH	43701		1511
91	FALSE	10228425	19-46-24-W	HOLZAPFEL CHARLES J	801 S 4TH CIR	BRANDON	SD	57005		1511
91	FALSE	10228426	19-46-24-W	GREEN BURLEY & TAMI	PO BOX 44	OWENSVIL	MO	65066		1511
91	FALSE	10228427	19-46-24-W	SUNSET VIEWS LLC	PO BOX 70	AUBURN	IN	46706		1511
91	FALSE	10228428	19-46-24-W	CHARLES DANNY TR	9751 EASTERN AVE	BYRON CEI	MI	49315		1511
91	FALSE	10228429	19-46-24-W	DOUGLAS RAYMOND &	3 PELHAM I GRIMSBY	LINCOLNSHIRE		DN34 4SU	UNITED KIN	1511
91	FALSE	10228430	19-46-24-W	41 DEVOE STREET COR	26 UPLAND RD	GREAT NEC	NY	11020		1511
91	FALSE	10228431	19-46-24-W	GLACKIN BARBARA Q T	1673 MOUNT EVEREST	TOMS RIVE	NJ	8753		1511
91	FALSE	10228432	19-46-24-W	SPIDEL LYNN R & DEAN	700 LAKESIDE DR	ROME CITY	IN	46784		1511
91	FALSE	10228433	19-46-24-W	SPIDEL LYNN R & DEAN	700 LAKESIDE DR	ROME CITY	IN	46784		1511
91	FALSE	10228434	19-46-24-W	GUILES 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	KINGWOOI	TX	77345	1511
91	FALSE	10228436	19-46-24-V	WOOD SAMUEL L	PO BOX 342	PETERSBUI	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	PETERSBUI	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 MICHA	26 SECLUDED HOLLOV	CAPE MAY (	NJ	8210	1511
91	FALSE	10228441	19-46-24-V	NELSON BRADLEY A TR	803 IRONWOOD CC DI	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 DI	OAK BROO	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	MIROMAR L	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 P/	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 LL(	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 D	INDIANAPC	IN	46278	1300
98	FALSE	10228466	19-46-24-V	BOCCELLA SALVATORE	4 POINT VIEW CT	SICKLERVII	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	PROVIDEN	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 THE 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	VENETAIN 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 UNDETERMIN	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 BLK Y
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 OR2414/2433
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 NI
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 ELE
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 COND<CR> OR 1123 PG 323<CR>UNIT A
ESTERO BL B		FORT MYER	33931	TROPICAL CENTER COND<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 COND<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 R/W OR 553 PG 797

RDENS

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

371
:020000115871

RTHLY 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.

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

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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

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.

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Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-206**

1. **Request:**

Meeting Date: February 3, 2025

A six-month review of approved resolution 23-87 for special exception SEZ20230126 that allows temporary outdoor consumption on premises with retail use at 163 Old San Carlos Boulevard.

Why the action is necessary:

A condition of the resolution approval requires that the case be reviewed every 12 months to ensure the applicant is making progress towards reconstruction of 185 Old San Carlos. At the August 7th, 2024 Town Council meeting, Council directed staff to reduce the review time to six months.

What the action accomplishes:

The special exception allowed the applicant to move the business at 185 Old San Carlos to 163 Old San Carlos, for an outdoor retail business with consumption on premises. Review of the resolution ensures that the applicant will move toward development of the property at 185 Old San Carlos.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
PUBLIC HEARINGS	Resolution	Judith Frankel, Principal Planner

5. **Background:**

The owner of 163 and 185 Old San Carlos requested to temporarily move the existing COP from 185 Old San Carlos, a building severely damaged in Ian, to 163 Old San Carlos for an outdoor bar. The following condition requires that this case be brought back to Town Council every 6 months:

This resolution shall only be in effect until such time as a certificate of occupancy has been granted for the reconstruction of the building at 185 Old San Carlos Blvd. Upon granting a certificate of occupancy for 185 Old San Carlos, Resolution 21-46 shall be reinstated, and this resolution shall expire. This resolution shall come back for review by the Council every 12 months to ensure the applicant is making progress towards the reconstruction of 185 Old San Carlos. The applicant will not be required to submit applications or pay additional fees for the annual review.

Attachments:

1. Staff Report 2025
2. Exhibit A Res 23-87, signed

Financial Impact:

unknown

6. **Alternative Action**

Deny request

7. **Management Recommendations:**

Review and determine if the applicant has met the conditions of the resolution.

8. **Recommended Approval:**

Judith Frankel, Principal Planner	Created/Initiated - 1/22/2025
Frankie Kropacek, Operations & Compliance Director	Approved - 1/22/2025
nancy stuparich, Town Attorney	Approved - 1/26/2025
Amy Baker, Town Clerk	Approved - 1/27/2025
Andy Hyatt, Town Manager	Final Approval - 1/27/2025

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE:	**Special Exception Amendment**
CASE NUMBER:	**SEZ—Amendment, 20230126**
CASE NAME:	**163 Old San Carlos Blvd, six-month review of Special Exception 20210050 to temporarily move the 2 COP to an adjacent property and to amend conditions of approval.**
LPA HEARING DATE:	**February 3rd, 2024 at 9:00 AM**
STAFF RECOMMENDATION:	**Approve**
PREPARED/ SUBMITTED BY:	**Sarah Propst, AICP, PMP**

I. APPLICATION SUMMARY

Applicant/Owner:	Suzanne Bahan
Request:	In August 2023 a special exception was approved to temporarily amend the existing Special Exception Resolution 21-46 to move the allowed use of the Consumption on Premises from 185 Old San Carlos to 163 Old San Carlos due to storm damage and to amend the Conditions of Approval B and C. modification of these conditions allowed consumption on premises outside of the building and allowed live music.
Physical Address:	163 Old San Carlos Blvd.
STRAP #:	24-46-23-W3-0050A.0140
FLU:	Pedestrian Commercial
Zoning:	Downtown

Adjacent zoning and land uses:

North:	Downtown/ Pedestrian Commercial Severely damaged previous location of SEZ
South:	Downtown/ Pedestrian Commercial Structure (current use unknown)
East:	Downtown/ Pedestrian Commercial Parking Lot
West:	Downtown/ Pedestrian Commercial Vacant Lot

II. BACKGROUND AND ANALYSIS

Background:

In 2021 Resolution 21-46 was approved which allowed for outdoor consumption of alcohol on premises in correlation with a retail store. The conditions of the special exception included:

A. The 2COP is only valid in conjunction with a retail sales operation within the same business.

B. No amplified music or entertainment unless within an entirely enclosed building. All activities are subject to the Town's noise regulations.

C. No consumption of alcohol beyond the footprint of the existing enclosed structure.

D. Any violation of the conditions of approval shall render the special exception null and void.

The property at 185 Old San Carlos Blvd. was approved for consumption on premises but was severely damaged by Hurricane Ian. The owner of 185 Old San Carlos also owns the adjacent, lot at 163 Old San Carlos. The owner requested a temporary amendment to the special exception to allow for the transfer of the 2COP to 163 Old San Carlos Blvd. This amendment also included modification to conditions B to allow amplified music and live entertainment, outside of a building, and C to allow consumption of alcohol within the confines of a fenced area, rather than within a building.

Analysis:

The outdoor retail store with sales of alcohol and a seating area for patrons is currently operational. Staff is not aware of any complaints regarding this use. Permits have not been applied for the demolition or repair of 185 Old San Carlos Boulevard. The conditions of approval are listed below and resolution 23-87 is included with the agenda packet.

At the August 2024 Town Council meeting, owner Susie Bahan stated that no permit applications were submitted because insurance was still in litigation. She reported that after her property is sold in Texas, she will begin repairing the building. She noted her tiki bar was open on Fridays and Saturdays. AT that meeting, Council Member Woodson indicated that the music was too loud. Ms. Bahan replied that she would turn down the amplified music at 10:00 p.m. The Town Council voted unanimously to grant a six month extension.

III. CONDITIONS OF APPROVAL

1. The 2 COP is only valid in conjunction with a retail sales operation within the same business.

2. All music and entertainment on the property will be in compliance with the Town's noise regulations.

3. No consumption of alcohol shall be permitted outside the fenced area, as depicted on the site plan attached.

4. This resolution shall only be in effect until such time as a certificate of occupancy has been granted for the reconstruction of the building at 185 Old San Carlos Blvd. Upon granting a certificate of occupancy for 185 Old San Carlos, Resolution 21-46 shall be reinstated, and this resolution shall expire. This resolution shall come back for review by the Council every 12 months to ensure the applicant is making progress towards the reconstruction of 185 Old San Carlos. The applicant will not be required to submit applications or pay additional fees for the annual review.

5. Any violation of the conditions of approval shall render the special exception null and void.

IV. STAFF REPORT EXHIBITS:

A – Approved Resolution 23-87

RESOLUTION NUMBER 23-87

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING WITH CONDITIONS SPECIAL EXCEPTION SEZ20230126 TO TEMPORARILY ALLOW OUTDOOR CONSUMPTION ON PREMISES WITH A RETAIL USE AND CONDITIONS FOR THE PROPERTY LOCATED AT 163 OLD SAN CARLOS 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 Suzanne Bahan is requesting a special exception for the use of consumption on premises outdoors within 500 feet of a park, in the Downtown zoning district; and

WHEREAS, the STRAP number for the subject property is 24-46-23-W3-0050A.0140

WHEREAS, the Property is located in the "Pedestrian Commercial" category of the Future Land Use Map of the Comprehensive Plan and the "Downtown" zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on August 8, 2023, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons, as required by Section 34-88 of the LDC. The LPA voted 4-0 to recommend approval of the special exception with conditions; and

WHEREAS, on August 21, 2023 the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by Section 34-88 of the LDC; and

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

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

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

Section 2. The Town Council determines the Applicant did meet its burden of proof that the requested Special Exception does meet the requirements of the Town Comprehensive Plan and LDC, and approving the Special Exception is 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 the special exception for the use of permanent shared parking in the Downtown zoning district.

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.

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 Property:

A. A. The 2 COP is only valid in conjunction with a retail sales operation within the same business.

B. All music and entertainment on the property will be in compliance with the Town's noise regulations.

C. No consumption of alcohol shall be permitted outside the fenced area, as depicted on the site plan attached.

D. This resolution shall only be in effect until such time as a certificate of occupancy has been granted for the reconstruction of the building at 185 Old San Carlos Blvd. Upon granting a certificate of occupancy for 185 Old San Carlos, Resolution 21-46 shall be reinstated, and this resolution shall expire. This resolution shall come back for review by the Council every 12 months to ensure the applicant is making progress towards the reconstruction of 185 Old San Carlos. The applicant will not be required to submit applications or pay additional fees for the annual review.

E. Any violation of the conditions of approval shall render the special exception null and void.

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

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

ADOPTED this 21st day of August, 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers
Dan Allers (Nov 19, 2023 06:17 EST)

Dan Allers, Mayor

ATTEST:

Amy Baker
AMY BAKER (Nov 27, 2023 09:33 EST)

Amy Baker, Town Clerk

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

Becky Vose
Becky Vose (Nov 19, 2023 09:33 EST)

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 16th day of November 2023.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-195**

1. **Request:**

Meeting Date: February 3, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN DECEMBER 3, 2024, UNDER THE EMERGENCY PROCUREMENT POLICY TO ENTER INTO AN AGREEMENT WITH CONIDARIS BUILDERS & GENERAL CONTRACTORS INC TO PERFORM EMERGENCY REPAIRS TO THE ROAD, CURBING, SIDEWALK AND DRAIN FIELD RESULTING FROM A WATER MAIN BREAK NEAR 3780 ESTERO BLVD; AUTHORIZING PAYMENT OF INVOICE #2985 IN THE AMOUNT OF $147,094.45; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Emergency expenditures greater than $75,000 are required to be ratified by Town Council.

What the action accomplishes:

The action enables us to comply with our purchasing ordinance.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Joe Onzick, Finance Director

5. **Background:**

On December 3, 2024, a water main break occurred in the vicinity of 3780 Estero Blvd, causing flooding and uplifting of the road, curbing, sidewalks and drain field pavers. Andrew Sitework LLC was called in to perform emergency repairs to the water main itself. Conidaris Builders & General Contractors Inc was called in to perform emergency repairs to the road, curbing, sidewalks and drain field pavers. The Town Manager approved the emergency repairs and authorized the Utilities Direcctor to sign the repair invoice. The repairs began December 3, 2024 and were completed December 12, 2024 for a total cost of $147,094.45.

Attachments:

1. Res. 25-53, Ratify Conidaris Emergency Water Main Break Road Repair
2. Conidaris - Estero Road Repair - Invoice and Emergency Form

Financial Impact:

The cost of the Emergency Road Repairs is $147,094.45.

6. **Alternative Action**

The Town Council may choose not to approve. However, the Town would still be obligated to pay the invoice since the services were performed.

7. **Management Recommendations:**

Management recommends approval of the emergency service and associated invoice.

8. **Recommended Approval:**

Joe Onzick, Finance Director	Created/Initiated - 1/16/2025
Joe Onzick, Finance Director	Approved - 1/16/2025
nancy stuparich, Town Attorney	Approved - 1/22/2025
Amy Baker, Town Clerk	Approved - 1/23/2025

RESOLUTION NUMBER 25-53

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING ACTION OF THE TOWN TAKEN DECEMBER 3, 2024, UNDER THE EMERGENCY PROCUREMENT POLICY TO ENTER INTO AN AGREEMENT WITH CONIDARIS BUILDERS & GENERAL CONTRACTORS INC TO PERFORM EMERGENCY REPAIRS TO THE ROAD, CURBING, SIDEWALK AND DRAIN FIELD RESULTING FROM A WATER MAIN BREAK NEAR 3780 ESTERO BLVD; AUTHORIZING PAYMENT OF INVOICE #2985 IN THE AMOUNT OF $147,094.45; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, on December 3, 2024, a water main break occurred in the vicinity of 3780 Estero Blvd, causing flooding, and uplifting of the road, curbing, sidewalks and drain field pavers; and

WHEREAS, the Town of Fort Myers Beach Code Sec. 2-480 (d) provides the basis for emergency purchase for the Town Manager to make, or authorize others to make, emergency purchases of supplies, services or construction items when there exists a threat to public health, welfare or safety; provided that such emergency purchases are made with such competition as is practicable under the circumstances; and

WHEREAS, on December 3, 2024 the Town entered into an agreement with Conidaris Builders & General Contractors INC for a duration of 10 days (from 3rd Day of December 2024 to the 12th day of December 2024) to perform emergency repairs to the road, curbing, sidewalks and drain field pavers resulting from a water main break to protect the safety of the citizens and visitors of the Town of Fort Myers Beach; and

WHEREAS, the cost of the emergency procurement totaled $147,094.45, which exceeds the $75,000.00 threshold, and therefore requires ratification by the Town Council; and

WHEREAS, the Conidaris Builders & General Contractors LLC invoice #2985 in the amount of $147,084.45 requires approval for payment by the Town Council.

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

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

Section 2. This Resolution memorializes and ratifies the actions of the Town to enter into an agreement with CONIDARIS BUILDERS & GENERAL CONTRACTORS INC on December 3, 2024 for the purpose of providing emergency repairs in the vicinity of 3780 Estero Blvd to the road, curbing, sidewalks and drain field pavers resulting from a water main beak for a total cost of $147,094.45, and approves the Town Manager's emergency procurement.

Section 3. This Resolution authorizes payment of invoices #2985 in the amount of $147,094.45 to CONIDARIS BUILDERS & CONTRACTORS INC for services rendered between December 3, 2024, and December 12, 2024.

Section 4. This Resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

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

ADOPTED this ____ day of _____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 ONLY:

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day _____ 2025.

REQUEST/JUSTIFICATION FOR EMERGENCY PURCHASE
(ATTACH ADDITIONAL PAGES IF NECESSARY)

REQUESTER NAME: Mark Ashton DATE: 1-15-25

DEPT/INSTITUTION: Utilities PHONE: 239-765-0202

AGENCY/OFFICE: Town of Fort Myers Beach REQUISITION #: PO-FY25-0781 (Conidaris)

NATURE, CAUSE OF THE EMERGENCY. Explain what the emergency is and/or what caused the emergency situation to exist. Contractor Drilled hole in our 16" water main that Feeds the Entire Islands

FINANCIAL/OPERATIONAL DAMAGE TO THE TOWN. Explain the financial or operational damage that will occur if this purchase is not made immediately.

The Island would be out of water.

REASON NEED WAS NOT ANTICIPATED. State the reason(s) why the need for the purchase was not, or could not be anticipated, so the items could have been procured through normal procedures.

Can not Anticipate contractor Accidents

Mark R Ashton — Signature of Head of Dept. — 1-15-25 — Date

Joe Onjisa — Signature of Administrative Services/Finance Director — 1-15-25 — Date

Signature of Town Manager — 1/15/25 — Date

Any emergency purchase in excess of ~~$25,000~~ 75,000 must be approved by the Town Council as soon as practicable after the purchase.

Agenda Date_____ Attach Copy for Audit_____

Mark Ashton

From:	Warren Rood
Sent:	Wednesday, December 4, 2024 3:01 PM
To:	Jeff Hauge
Cc:	Mark Ashton
Subject:	Water Main Rupture on Dec 3 2024

I received a call at 9:46 Am from the company that was Directional boring across Estero Blvd stating that they had hit a water line at 3751 and water was coming out. I told them i was on my way. Shortly after that i received a call from Waun at Greenmeadows telling me that two pumps were running at South Station and Island pressure was down to 27 lbs. At that point i knew it was a Major leak and called Mark he was on his way there also. We determined what valves to close to stop the leak. After stopping the leak we then determined it was the 16" line they had hit and turned the 10" line back on. Anchorage, St Peters and Bay Mar Dr. were the only streets that were without water at any time but as a precaution, a "Boil Water Notice" was issued to the entire Island. Conidaris Builders was called in and immediately started digging as a large area was undermined. The repair was further complicated by the fact that the ruptured line was at a seven foot depth and was within a foot or so of the Estero Blvd drainage system. Even though the potable water leak was stopped, there was still a-large ground water flow that had to be dealt with. A large hydraulic pump was brought in. Andrews Site work was brought in for consultation and it was determined Andrews already had several pieces of equipment on site large enough to handle piping at that depth as well as sheet steel that could be driven into the ground to slow the rush of groundwater so that people could work at that depth safely. It was determined that Andrews would do the repair and Conidaris would work with county DOT to bring the road and sidewalk back to County Specs.

The boring company is FP&Y L.L.C
Francisco Perez- owner
Tel. 2392404920
E-mail- francyeimallc@gmail.com

Lee County DOT issued a permit to Comcast.
Permit number ROW2024-01284

Picture says located by Tyler Eaton. 239-910-2398

Get Outlook for iOS

Operating Emergency

Town of Fort Myers Beach

Purchase Requisition

Requested By:	Vanessa Kraft
Department:	Utilities

PO No:	PO-FY25-0781
Request Date:	1/10/25

Vendor Name:	Conidaris
Vendor Address:	
Vendor Phone:	
Vendor ID (if known):	

Include as much detail as possible to explain why this purchase is needed.

Item Number	Description	Qty	Price	Extended Price
	Water leak for Dec 3rd		147,094.45	147,094.45-
				-
				-
				-
				-
			Total:	147,094.45-

Detailed Description:	Water leak for Dec 3rd

Account Coding: 20.31.541.53401

Payment Type: (circle one) (Invoice) Store Account Pcard Suntrust ( )

Director's Signature: See signed invoice Date: _____

Required Documents:	Form Included
$5000-$10,000 - 3 verbal quotes	
$10,000-75,0000 - 3 written quotes	
$75,000-over - Sealed competitive bid**	
**$35,000-over for FEMA Reimburseable Purchases	
If contract has been awarded, attach contract	
If STA has been approved, attach STA	
Sole source	

Invoices and packing slips must be provided to Finance upon receipt of goods/services.

Please send invoices to Invoices@fmbgov.com

Town of Fort Myers Beach
2731 Oak Street
Fort Myers Beach, FL 33931

Conidaris Builders & General Contractors Inc
15645 Pine Ridge road
Fort Myers, FL 33908 US
239-415-7671
conidarisbuilder@aol.com

Invoice

BILL TO	SHIP TO
Beach Utilities 2525 Estero Blvd. Fort Myers Beach, FL 33931	3780 Estero Blvd. Water Break

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2985	01/07/2025	$147,094.45	01/22/2025	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		Water Leak on December December 3rd, 2024. Got to jobsite. Started to pump out the water. Removed Concrete and asphalt due to water lifting.			
	Service Truck	Service Truck	7	95.00	665.00
	Service Truck	Service Truck	7	95.00	665.00
	Service Truck	Service Truck	7	95.00	665.00
	Truck and Trailer	Equipment used	7	95.00	665.00
	Mini-Excavator	Mini Excavator	7	95.00	665.00
	Skid Steer	Skid Steer	7	95.00	665.00
	3" Pump	3" Pump	7	60.00	420.00
	3" Pump	3" Pump	7	60.00	420.00
	Superintendent	Superintendent on Site	9	59.00	531.00
	Superintendent	Superintendent on Site	7	59.00	413.00
	Foreman	Foreman on Site	9	49.00	441.00
	Foreman	Foreman on Site	7	49.00	343.00
	Foreman	Foreman on Site	7	49.00	343.00
	3 Labors	3 Labors on site	7	117.00	819.00
	3 Labors	3 Flagmen on Site	7	117.00	819.00
	Labor	1 Labor on Site	7	39.00	273.00
	1/2 Time Labor	1/2 Labor for Emergency Work	1	1,991.00	1,991.00
	Parts and Materials	6" Hydraulic pump	1	1,243.00	1,243.00
	Parts and Materials	Baserock, 2 - 16" MJ Sleeves, 4 - 16" MJ & Kits, 1 - 20LF 16" C900 DR18.	1	7,733.04	7,733.04

APPROVED
SIGNATURE / DATE
1-13-25

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
		December 4th, 2024.			
		Cut out additional asphalt & cut out concrete and curbing.			
		Cleaned up road.			
	Service Truck	Service Truck	9	95.00	855.00
	Service Truck	Service Truck	9	95.00	855.00
	Truck and Trailer	Equipment used	9	95.00	855.00
	Mini-Excavator	Mini Excavator	9	95.00	855.00
	Skid Steer	Skid Steer	9	95.00	855.00
	Superintendent	Superintendent on Site	9	59.00	531.00
	Foreman	Foreman on Site	9	49.00	441.00
	Foreman	Foreman on Site	9	49.00	441.00
	3 Labors	3 Flagmen on Site	9	117.00	1,053.00
	3 Labors	3 labors on Site	9	117.00	1,053.00
	2 Labors	2 Labors on Site	9	78.00	702.00
		December 5th, 2024.			
		Formed and poured sidewalks.			
		Cleaned up road.			
	Service Truck	Service Truck	9	95.00	855.00
	Service Truck	Service Truck	9	95.00	855.00
	Truck and Trailer	Equipment used	9	95.00	855.00
	Mini-Excavator	Mini Excavator	9	95.00	855.00
	Skid Steer	Skid Steer	9	95.00	855.00
	Superintendent	Superintendent on Site	9	59.00	531.00
	Foreman	Foreman on Site	9	49.00	441.00
	Foreman	Foreman on Site	9	49.00	441.00
	3 Labors	3 Flagmen on Site	9	117.00	1,053.00
	3 Labors	3 Labors on Site	9	117.00	1,053.00
	Labor	1 Labor on Site	9	39.00	351.00
		December 6th, 2024.			
		Cleaned road and street.			
		Poured additional curbing as needed.			
	Service Truck	Service Truck	9	95.00	855.00
	Service Truck	Service Truck	9	95.00	855.00
	Truck and Trailer	Equipment used	9	95.00	855.00
	Mini-Excavator	Mini Excavator	9	95.00	855.00
	Skid Steer	Skid Steer	9	95.00	855.00
	Superintendent	Superintendent on Site	9	59.00	531.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Foreman	Foreman on Site	9	49.00	441.00
	Foreman	Foreman on Site	9	49.00	441.00
	3 Labors	3 Flagmen on Site	9	117.00	1,053.00
	3 Labors	3 Labors on Site	9	117.00	1,053.00
	Labor	1 Labor on Site	9	39.00	351.00
		December 7th, ,2024.			
		Cleaned up road and lot.			
		Pulled all forms as needed.			
		Got everything open for asphalt.			
	Service Truck	Service Truck	5	95.00	475.00
	Service Truck	Service Truck	5	95.00	475.00
	Truck and Trailer	Equipment used	5	95.00	475.00
	Mini-Excavator	Mini Excavator	5	95.00	475.00
	Skid Steer	Skid Steer	5	95.00	475.00
	Superintendent	Superintendent on Site	5	59.00	295.00
	Foreman	Foreman on Site	5	49.00	245.00
	Foreman	Foreman on Site	5	49.00	245.00
	3 Labors	3 Flagmen on Site	5	117.00	585.00
	Labor	1 labor on Site	5	39.00	195.00
		December 9th, 2024.			
		AJAX paving came and paved area.			
		Met with DOT and they wanted us to repair drain field once paving is completed.			
	Service Truck	Service Truck	3	95.00	285.00
	Superintendent	Superintendent on Site	3	59.00	177.00
	Parts and Materials	Paving Crew - Milled road and paved area per DOT spec.	1	75,051.41	75,051.41
		December 10th, 2024.			
		Removed pavers and dug out 57 Stone. Installed new 57 Stone with Filter Paper blocked everything off waiting on pavers from DOT will be there tomorrow.			
	Service Truck	Service Truck	9	95.00	855.00
	Service Truck	Service Truck	9	95.00	855.00
	Truck and Trailer	Equipment used	9	95.00	855.00
	Mini-Excavator	Mini Excavator	9	95.00	855.00
	Skid Steer	Skid Steer	9	95.00	855.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Superintendent	Superintendent on Site	9	59.00	531.00
	Foreman	Foreman on Site	9	49.00	441.00
	Foreman	Foreman on Site	9	49.00	441.00
	3 Labors	3 labors on Site	9	117.00	1,053.00
	Labor	1 Labor on Site	9	39.00	351.00
	Parts and Materials	57 Stone and Filter Paper	1	500.00	500.00
		December 11th, 2024.			
		Received pavers from DOT & unloaded. Continued on Drainage field in middle of road. Removed pavers, digging out 57 stone and replacing 57 stone with new and new filter paper. Placing sand for pavers and started to install new pavers.			
	Service Truck	Service Truck	9	95.00	855.00
	Service Truck	Service Truck	9	95.00	855.00
	Truck and Trailer	Equipment used	9	95.00	855.00
	Mini-Excavator	Mini Excavator	9	95.00	855.00
	Skid Steer	Skid Steer	9	95.00	855.00
	Superintendent	Superintendent on Site	9	59.00	531.00
	Foreman	Foreman on Site	9	49.00	441.00
	Foreman	Foreman on Site	9	49.00	441.00
	3 Labors	3 Labors on Site	9	117.00	1,053.00
	Labor	1 Labor on Site	9	39.00	351.00
	Parts and Materials	57 Stone & Filter Paper	1	875.00	875.00
		December 12th, 2024.			
		Worked on Drainage Felid and finished installed 57 stone, filter paper and pavers. Swept area and finished cleaning up lot. Removed all traffic control signs and cones.			
	Service Truck	Service Truck	9	95.00	855.00
	Service Truck	Service Truck	9	95.00	855.00
	Truck and Trailer	Equipment used	9	95.00	855.00
	Mini-Excavator	Mini Excavator	9	95.00	855.00
	Skid Steer	Skid Steer	9	95.00	855.00
	Superintendent	Superintendent on Site	9	59.00	531.00
	Foreman	Foreman on Site	9	49.00	441.00
	Foreman	Foreman on Site	9	49.00	441.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	3 Labors	3 labors on Site	9	117.00	1,053.00
	Labor	1 Labor on Site	9	39.00	351.00
	Parts and Materials	57 Stone, Filter Paper	1	425.00	425.00

It's a pleasure working with you!

BALANCE DUE **$147,094.45**

Melissa Chaidez

From:	Conidaris Builders and General Contractors, Inc. <conidarisbuilder@aim.com>
Sent:	Thursday, January 9, 2025 9:51 AM
To:	Invoices
Subject:	Invoice #2985
Attachments:	Beach Utilities Invoice #2985.pdf

Good Morning,

Please see attached Invoice #2985 for the Emergency Work done at 3780 Estero Blvd.

Thank you!
Allie Conidaris
Conidaris Builders and General Contractors
St. Lic #CGC 059201 CUC 046019
15645 Pine Ridge Road
Fort Myers, Fl. 33908
239-415-7671
FAX (239) 415-2886

A Proud Locally Owned and Operated Business Since 1998

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.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-202**

1. **Request:**

Meeting Date: February 3, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN AND EARTHVIEW, LLC FOR STORMWATER MAINTENANCE AND REPAIRS TO ADD GROUND PENETRATING RADAR SERVICES IN A NOT-TO-EXCEED AMOUNT OF $130,000.00; AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT BY THE TOWN MANAGER; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

The action is necessary to comply with our purchasing ordinance requirement for Town Council to authorize expenditures greater than $75,000.

What the action accomplishes:

The action will authorize a not-to-exceed amount sufficient to cover the remaining anticipated expenditures for utility locates.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Joe Onzick, Finance Director

5. **Background:**

Pursuant to a competitive procurement process in compliance with state law and Town Code – RFP-23-03-UT "Stormwater Maintenance and Repair" - in February of 2023 the Town and the ("Firm"), entered into a Service Provider Agreement for Stormwater Maintenance and Repair ("Agreement"). The agreement included a provision for additional services. In June of 2024, the Town was overwhelmed by utility locate requests as a result of two factors: the loss of personnel who were experienced at performing utility locates which resulted in an extended staffing shortage in the Water Department, and an increased demand for utility locates resulting from underground utility installation as well as the FP&L lighting project. As a result, the Town entered into an agreement with Earthview to provide utility locate services as additional services provided under their contract. Since the total amount of the services are approaching the $75,000 threshold that requires Town Council approval, and since the need for utility locate services from Earthview is expected to continue until it reaches as much as $130,000 by June 2025, the town is bringing this resolution to Town Council to approve a not-to-exceed amount of $130,000 retroactive to June 2024.

Attachments:

1. Copy of Service Agreement
2. First Amendment to Service Agreement w/Resolution
3. NS 25-54, Earthview Second Amendment to Service Agreement (1) (complete whereas clause)
4. NS Exhibit A to Resolution Second Amendment to Earthview Agreement (w exhibits)

Financial Impact:

The $130,000 not-to-exceed amount will be the total expense incurred by the Water Fund for these services. To a great extent, it will be offset by savings that resulted from the vacancies experienced in that department.

6. **Alternative Action**
The Town Council may choose to revise the amount or not approve of this contract amendment.

7. **Management Recommendations:**
Management recommends approval of this contract amendment.

8. **Recommended Approval:**

Joe Onzick, Finance Director	Created/Initiated - 1/17/2025
Joe Onzick, Finance Director	Approved - 1/17/2025
nancy stuparich, Town Attorney	Approved - 1/28/2025
Amy Baker, Town Clerk	Approved - 1/28/2025
Andy Hyatt, Town Manager	Final Approval - 1/28/2025

ATTACHMENT 1

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this **9th** day of **January 2023**, by and between the Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and **Earth View, LLC** with an address of 3494 Shearwater St., Naples, FL 34117 (hereafter "Provider).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Scope of Services. Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.

2. Term. The term of this Agreement is **3 years (plus)** commencing on the **9th** day of **January 2023**, and terminating on the **9th** day of **January 2026**, with the option for two additional terms of one year each.

3. Payment Obligation. The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.

4. Provider's Obligations. The Provider's obligations include, but are not limited to, the following:

    a) *Licensure.* The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.

    b) *Provision of Services*. The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.

c) *Non-Waiver.* Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.

d) *Indemnity and Hold Harmless*. The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing services under this Agreement..

e) *Non-Public Information*. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.

f) *Statutory Duties.* The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

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

5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.

6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.

7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C";

8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.

9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.

10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.

11. Public Records. Contractor is required to comply with the provision of F.S. 119.0701. Specifically, the Contractor is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Contractor is required to provide the Town with a copy of the requested records, or the ability to inspect and copy records, within a reasonable time and at a cost to the Town that does not exceed the costs established under F.S. chapter 119. Upon completion of the contract the Contractor must transfer, at no cost to the Town, all public records in a format compatible with the Town's information technology system, or, in the alternative, the Contract may retain the records in a manner consistent with F.S. 119.0701(2)(b)4.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, AMY@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.

13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.

14. E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

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

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

    c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

    d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

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

this section.

15. Prohibition Against Contracting with Scrutinized Companies. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

16. Miscellaneous Provisions.

    a) *Applicable Law.* This Agreement is governed by the laws of the State of Florida.

    b) *Non-Discrimination*. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

    c) *Headings.* The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

    d) *Entire Agreement.* This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.

    e) *Notices.* All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

BY: _____
Keith Wilkins, Interim TOWN MANAGER

ATTEST:

BY: _____
Amy Baker, TOWN CLERK

PROVIDER: EARTH VIEW, LLC.

BY: _____
Signature

Allison Murrell
Printed name of person signing

President
Title (printed)

_____
Witness Signature

Krista Stone
Printed name of witness

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS **9th** day of **January 2023** BETWEEN THE TOWN AND **EARTH VIEW, LLC**, PROVIDER.

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

   Provider shall furnish all materials, tools, supplies, heavy equipment, vehicles and labor necessary for the maintenance, repair and televising and video recording of all stormwater drains. The Provider shall bear all costs associated with the Project.

   Stormwater cleaning shall be performed with hydraulically propelled or mechanically operated cleaning equipment. Selection of equipment shall be based on field conditions, taking into account all relevant factors such as, by example and not limitation, type and quantity of debris to be removed, size of pipe, depth of flow and the like.

   Television inspection and video recording of all sewer and storm drains shall be required for the documentation of various field conditions and activities as directed by the TOWN's representative.

   Stormwater pipe joint sealing shall be accomplished by the injection of chemical sealing materials into and/or through the joints from within the pipe.

   The DELIVERABLES shall include the cost of:

   1. Meetings with Town staff to discuss Stormwater drain repair reports.
   2. A written report and a DVD outlining all findings and containing a video recording of all Storm Drains.

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS **9th** day of **January 2023** BETWEEN THE TOWN AND **EARTH VIEW, LLC**, PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in each Supplemental Authorization:

See Attachment 1

i. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows: None

EXHIBIT "C"

INSURANCE

Certificates of insurance shall list the Town as the certificate holder and as an additional insured. Insurance shall be maintained during the entire term of the contract, shall include Contractual Liability and Products and Completed Operations Coverage, and shall be of the following forms and limits:

Workers Compensation Coverage for all employees to comply with Statutory Limits in compliance with the applicable State and Federal laws;

Commercial General Liability Insurance with minimum limits of $10,000,000 each occurrence combined single limit or $10,000,000 each occurrence/$10,000,000 general aggregate;

Business Automobile Liability Insurance with minimum limits of $1,000,000 each occurrence. Combined Single Limit or $1,000,000 each occurrence/$1,000,000 general aggregate; and

Professional Liability Insurance with minimum limits of $1,000,000.00.

The establishment of minimum limits of insurance by Town does not reduce or limit the liability or responsibilities of Respondent.

Renewal shall be sent to the Town at least 60 days prior to any expiration date. Consultant shall ensure that its insurer provides a 60 day notification to the Town in the event of cancellation, renewal, or modification of any required insurance coverage requirements that the Consultant is required to meet. The Consultant shall provide the Town with certificates of insurance meeting the required insurance provisions.

EXHIBIT "D"

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient 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.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's 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. (2) 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. (3) 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. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Prohibition on Covered Telecommunications Equipment or Services
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Contractors must sign and submit a certification to the Town with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Town or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1
"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSITANCE PROGRAM

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: Project Monitoring (floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(I7)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant**. The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
ii. TheTown shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. **Discriminatory Vendors**. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. **Notification**. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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 County 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 County 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 County 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 Earth View, LLC

Date 11/17/2022

Authorized Signature _____

Allison Murrell, President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

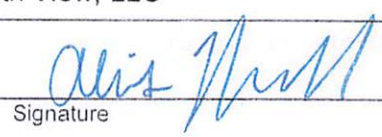
Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Collier County, 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

Earth View, LLC

By: 
Signature

Allison Murrell, President
Name and Title

3494 Shearwater Street
Street Address

Naples, FL 34117
City, State, Zip

Registered awaiting UEI
UEI Unique Entity Identifier (for SAM.gov verification)

11/17/2022
Date

Sub-Recipient Name: Collier County Board of County Commissioners

DEM Contract Number: TBD

FEMA Project Number: TBD

COLLIER COUNTY
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either prcivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
Earth View, LLC	20-1083164	$489,000.00

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?		IS THE ACTIVITY OF THIS CONTRACT	
VETERAN Y [N]		CONSTRUCTION ? [Y]	N
DBE? Y [N]		CONSULTATION? Y	[N]
MBE? Y [N]		OTHER? [Y]	N
WBE? Y [N]			
SDB 8A? 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 M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
	N/A				
			TOTALS		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Allison Murrell	11/17/2022	President
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
amurrell@evllc.com	239-434-5200	239-435-7202

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.

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

D. SECTION TO BE COMPLETED BY COLLIER COUNTY

DEPARTMENT NAME	COLLIER CONTRACT # (IFB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

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.

Earth View, LLC
Contractor (Firm Name)

Signature of Contractor's Authorized Official

Allison Murrell, President
Name and Title of Contractor's Authorized Official

11/17/2022
Date

Attachment 1

RFP Form C

Proposer: Earth View, LLC

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: Earth View, LLC

Name of authorized representative of Proposer: Allison Murrell, President

Project Cost

Storm Drain	**Linear feet for evaluation purposes only**	**Price Per Foot**	**OR Hourly Rate**
Televise 10" to 15" Storm Drain	16,000	$1.50	$ 250 /Hour
Televise 18" to 24" Storm Drain	16,000	$2.00	$ 250 /Hour
Televise 30" to 42" Storm Drain	16,000	$3.50	$ 250 /Hour
Clean10" to 15" Storm Drain	16,000	$ 4.00	$ 350 /Hour
Clean 18" to 24" Storm Drain	16,000	$ 6.50	$ 350 /Hour
Clean 30" to 42" Storm Drain	16,000	$ 8.00	$ 350 /Hour
Total $408,000	~~200,000~~	$	$ ____ /Hour
Outfall Barnacle Removal	**Outfall numbers are for evaluation purposes Only**	**Price Per Outfall**	**OR Hourly Rate**
Remove Barnacles 30" to 42" Storm Drain	29	$ 1,500.00	$ 300 /Hour
Remove Barnacles 10"to 29"" Storm Drain	30	$ 1,250.00	$ 300 /Hour
Total $81,000	59	$	$ ____ /Hour
		Total Project Cost:	$ 489,000.00

Instructions: Show the project cost for each deliverable your firm will provide per the requested

scope of work. Include the fees associated with each proposed deliverable.

Fees should be detailed to the extent possible per deliverable.

The Total Unit Price Cost shall include all fees and reimbursements for out of pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

The Total Unit Price Cost shall include the cost of:

1. Meetings with Town staff to discuss Stormwater Drain repair reports.
2. A written report and a DVD outlining all findings and containing a video recording of all Stormwater Drains.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, linear foot rate and staff positions available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
Title:	Hourly Rate/Per Linear Foot Rate
Grout Services	$350.00/Hour
Add rows as necessary	
Ground Penetrating Radar	$200.00/Hour

By: _____ Date: 11/17/2022

Name: Allison Murrell

Title: President

Letter of Transmittal from Earthview's Proposal

Yadzia Roa, Contracts Manager
2525 Estero Boulevard
Fort Myers Beach, Florida 33931

NOVEMBER 17, 2022

DEAR MS. ROA
AND COMMITTEE MEMBERS,

Earth View, LLC (EV) is pleased to submit this proposal for **RFP Number 23-03-UT, *Stormwater Maintenance and Repairs* to the Town of Fort Myers Beach.** We have received, reviewed, and understand the requirements of **RFP #23-03-UT** and are confident in our abilities to perform all work on time, within budget, and at high levels of quality.

Founded in Naples, Florida in 2004, Earth View, LLC (EV) is a **leading Horizontal Directional Drilling (HDD)** and **Subsurface Utility Engineering (SUE)** company that provides services in both private and public sectors nationwide. **From ground and concrete penetrating radar, vacuum excavation, leak detection, and televising, to large-scale HDD's, Pipe Ramming, Pipe Bursting and Sheet Piling, EV maintains a unique industry position.**

EV is equipped with a combination of cleaning trucks, telespection trucks, and a support staff consisting of managers, estimators, experienced operators/ technicians, and full-time, in-house mechanics so that repairs can be made correctly and in a timely manner. **It is this combination that ensures project success. The company prioritizes the use of new and advanced technology in both the office and in the field, maintains a large equipment fleet, holds the required licenses and certifications for work under this RFP, and has extensive project experience in the local area.** *More information on the Firm's Qualifications and Resources is provided throughout this Proposal Package.*

UNDERSTANDING OF SCOPE OF WORK

Earth View, LLC is qualified to perform Stormwater Maintenance and Repairs for the Town of Fort Myers Beach. EV's understanding of the scope of work for **RFP #23-03-UT** is as follows: The town desires to enter into a three (3) year agreement with two (2) additional one (1) year optional extension periods. If selected, EV will furnish all materials, tools, supplies, heavy equipment, vehicles and labor necessary for the maintenance, repair, televising and video recording of all stormwater drains, bearing all costs associated with the project.

The work includes approximately **59 curb inlets, 504 catch basins, 7 junction boxes, 6 skimmer boxes, 95 major outfalls (6" up to 30")** and **9.12 miles of drainpipe (48.178 LF) including culverts.** Stormwater cleaning will be performed with hydraulically propelled or mechanically operated cleaning equipment. Stormwater pipe joint sealing will be accomplished by the injection of chemical sealing materials into and/ or through the joints from within the pipe, and required television inspection and video recording of all sewer and storm drains will be directed by Town staff. EV staff is prepared to meet with Town staff to discuss Stormwater drain reports and will provide a written report and a DVD outlining all findings, including video recording of all Storm Drains.

AUTHORIZED REPRESENTATIVES

Persons authorized to make representations for or on behalf of Earth View, LLC, and therefore negotiate and execute a contract for the work in this RFP, are as follows:

- **Howard J. Murrell, Jr.**, *Manager*
  3494 Shearwater St. Naples, FL 34117
  239.434.5200
- **Allison B. Murrell**, *President*
  3494 Shearwater St. Naples, FL 34117
  239.434.5200
- **Stacey L. Murrell**, *Secretary*
  3494 Shearwater St. Naples, FL 34117
  239.434.5200

EV'S COMMITMENT

Earth View, LLC confidently submits this proposal and ensures that all projects under RFP #23-03-UT will be preformed in adherence to all requirements. The company makes a positive commitment to provide its services and highest quality products to the Town of Fort Myers Beach.

Respectfully,

Allison Murrell

Allison Murrell
President
Phone: 239.434.5200
Email: amurrell@evllc.com

Attachment 2

RESOLUTION NUMBER 23-69

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN AND EARTHVIEW, LLC FOR STORMWATER MAINTENANCE AND REPAIRS TO CONTINUE SERVICES; AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT BY THE TOWN MANAGER; 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, pursuant to a competitive procurement process in compliance with state law and Town Code – RFP-23-03-UT "Stormwater Maintenance and Repair" - in February of 2023 the Town and the ("Firm"), entered into a Service Provider Agreement for Stormwater Maintenance and Repair ("Agreement"), a copy of which is attached as Exhibit "A"; and

WHEREAS, the Town and the Firms desire to amend the Agreement to include additional continued services in a not to exceed total of up to $664,250.00 more to continue services on all of the Town maintained stormwater infrastructure.

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

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

Section 2. The First Amendment to the Agreements attached hereto as Exhibit "A", between the Firms and the Town of Fort Myers Beach is approved. The Town Manager is authorized to execute the First Amendment on behalf of the Town is authorized to take all necessary steps to implement the First Amended Agreement.

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

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

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

ADOPTED this 20th day of June 2023 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers

Dan Allers, Mayor

ATTEST:

Amy Baker

Amy Baker, Town Clerk

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

John R. Herin, Jr.

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 21st day of June 2023.

Exhibit A

Appendix A

Town of Fort Myers Beach RFP-23-03-UT

RFP Form C

Proposer: Earth View, LLC

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: Earth View, LLC

Name of authorized representative of Proposer: Allison Murrell, President

Project Cost

Storm Drain	**Linear feet for evaluation purposes only**	**Price Per Foot**	**OR Hourly Rate**	
Televise 10" to 15" Storm Drain	~~16,000~~ 16000	$1.50	$ 250 /Hour	24,000
Televise 18" to 24" Storm Drain	~~16,000~~ 24,000	$2.00	$ 250 /Hour	48,000
Televise 30" to 42" Storm Drain	~~16,000~~ 24,000	$3.50	$ 250 /Hour	84,000
Clean10" to 15" Storm Drain	~~16,000~~ 16,000	$ 4.00	$ 350 /Hour	64,000
Clean 18" to 24" Storm Drain	~~16,000~~ 24,000	$ 6.50	$ 350 /Hour	156,000
Clean 30" to 42" Storm Drain	~~16,000~~ 24,000	$ 8.00	$ 350 /Hour	192,000
Total ~~$408,000~~ $ 568,000	~~200,000~~	$	$ ____ /Hour	
Outfall Barnacle Removal	**Outfall numbers are for evaluation purposes Only**	**Price Per Outfall**	**OR Hourly Rate**	
Remove Barnacles 30" to 42" Storm Drain	29 35	$ 1,500.00	$ 300 /Hour	52,500
Remove Barnacles 10"to 29"" Storm Drain	30 35	$ 1,250.00	$ 300 /Hour	43,750
Total ~~$81,000~~ $96,250	59	$	$ ____ /Hour	
		Total Project Cost: $ 489,000.00		$ 664,250

Instructions: Show the project cost for each deliverable your firm will provide per the requested

Signature: Dan Allers
Dan Allers (Jun 21, 2023 16:57 EDT)

Email: allersd@fmbgov.com

Signature: Amy Baker
AMY BAKER (Jun 21, 2023 10:42 EDT)

Email: AMY@FMBGOV.COM

Signature: John R. Herin, Jr.
John R. Herin, Jr. (Jun 22, 2023 13:06 EDT)

Email: jherin@foxrothschild.com

RESOLUTION NUMBER 25-54

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN AND EARTHVIEW, LLC FOR STORMWATER MAINTENANCE AND REPAIRS TO ADD 1) GROUND PENETRATING RADAR SERVICES IN A NOT-TO-EXCEED AMOUNT OF $130,000.00; AND 2) STANDARD CONTRACT CLAUSES; AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT BY THE TOWN MANAGER; 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, pursuant to a competitive procurement process in compliance with state law and Town Code – RFP-23-03-UT "Stormwater Maintenance and Repair" - in February of 2023 the Town and the ("Firm"), entered into a Service Provider Agreement for Stormwater Maintenance and Repair ("Agreement"), which was amended on the ____ day of _____, by Resolution ____; and

WHEREAS, the Town and the Firm desire to further amend the Agreement to include Ground Penetrating Radar services for utility locates in a not-to-exceed amount of **$130,000.00** retroactive to June 1, 2024.

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

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

Section 2. The Second Amendment to the Agreement attached hereto as "Exhibit A between the Firm and the Town of Fort Myers Beach is approved. The Town Manager is authorized to execute the Second Amendment on behalf of the Town and is authorized to take all necessary steps to implement this Second Amendment to the Agreement.

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach, and shall be retroactive to June 1, 2024.

The foregoing Resolution was 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 3rd day of February 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, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of February 2025.

SECOND AMENDMENT TO SERVICE PROVIDER AGREEMENT
EARTH VIEW LLC – STORMWATER MAINTENCE AND REPAIR

THIS SECOND AMENDMENT is made and entered into this ___ day of _____, 2025, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the "Town", and Earthview, LLC hereinafter referred to as "Contractor", to that certain Service Provider Agreement, dated January 9, 2023 ("Agreement") for stormwater maintenance and repair.

.

WITNESSETH:

WHEREAS, the services provided by Contractor to date have been beneficial to the Town, and as a result, the parties desire to amend the Agreement to include Ground Penetrating Radar services for utility locates in a not-to-exceed amount of $130,000.00 retroactive to June 1, 2024; and

WHEREAS, the parties further desire to include and/or modify existing terms and conditions in the initial Agreement as provided herein; and

WHEREAS, Section 119.0701, Fla. Statutes, requires that certain public agency contracts must include certain statutorily required provisions concerning a Contractor's compliance with Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Statutes, sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Statutes, imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern" and any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Sections 287.133 and 287.135, Florida Statutes contain restrictions on local governments contracting with companies that are considered "Scrutinized Companies" or who appear on convicted vendor lists; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Amendment amends and supplements the terms and conditions contained in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and terms of this Amendment, the terms and conditions of this Amendment shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the Town within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TOWN HALL
2731 OAK STREET
FORT MYERS BEACH, FL. 33931
(239)765-0202
AMY@FMBGOV.COM

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the Town harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.

4. 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.

5. 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.

6. 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.

7. 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 is 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."

8. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement; and ii) agrees to waive the right to file any action, suit or proceeding in, or remove any action, suit or proceeding to, any Federal Court.

9. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

10. 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. 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.

12. 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.

13. Taxes. The Town shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency, to the extent that the Town is exempt from same by Florida law, including but not limited to any sales or use tax.

14. Additional Terms. Notwithstanding any other provision to the contrary, the parties agree to amend the Scope of Services in the Agreement as provided in Exhibit A to this Amendment and the Town's Payment Obligation as provided in Exhibit B to this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Contractor:

_____

Print Name: _____

Company: Earthview, LLC

ATTEST:

_____
Amy Baker, Town Clerk

Town of Fort Myers Beach

_____
Andrew Hyatt, Town Manager

APPROVED AS TO FORM & SUFFICIENCY

_____
Vose Law Firm, Town Attorney

EXHIBIT A ADDENDUM

TO RESOLUTION 25-xx OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN AND EARTHVIEW, LLC (PROVIDER) DATED THIS 3RD day of FEBRUARY 2025.

1. *SCOPE OF SERVICES*: The Provider will perform the following services under this Agreement as directed by the TOWN's representative through Work Order Tickets:

   Provider shall locate utilities using Ground Penetrating Radar (GPR) and Radio Detection, and paint and flag findings.

   The DELIVERABLES shall include the cost of:

   1. Locating utilities using Ground Penetrating Radar (GPR) and Radio Detection, and the paint and flags to indicate the findings.

EXHIBIT B ADDENDUM

TO RESOLUTION 25-xx OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE TOWN AND EARTHVIEW, LLC (PROVIDER) DATED THIS 3RD day of FEBRUARY 2025.

1. *PAYMENT OBLIGATION*: The Town will pay the Provider as follows for all services listed in each Work Order Ticket:

    1. The Provider will provide utility locate services at the rate of $**165.00/hr**.

The not-to-exceed amount of this contract amendment will

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-203**

1. **Request**:

Meeting Date: February 3, 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. 2 IN THE AMOUNT OF $20,085.30 WITH AIM ENGINEERING AND SURVEYING, INC. UNDER RFQ-22-25-AD FOR ARCHES HOTEL TRAFFIC IMPACT STATEMENT REVIEW, PHASE 5 AND ANY ASSOCIATED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

As the prior authorized funds for this project was $56,138.92 and new scope of $20,085.30, the total requested (although not actually expended) funds would exceed $75,000.

What the action accomplishes:

This will allow AIM Engineering to review TIS report and provide guidance to the Town on a specific development application.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA	Resolution	Frankie Kropacek, Operations & Compliance Director

5. **Background**:

AIM Engineering & Surveying, Inc. has acted as reviewer for the Town for Transportation Impact Studies (TIS) prepared by development applicants. This work was conducted for the ARCHES development project under 4 Supplemental Task Authorizations (STA)'s since 2023. Those have now expired. The total authorized amount for those STAs was $56,138.92, although only $26,996.26 was spent of those authorized funds.

At present, the development applicant is preparing to proceed with phase 5 of the review process and staff is asking for Town Council to approve a new STA and Scope of Work for AIM Engineering with a not-to-exceed amount of $20,085.30. This scope of work includes two TIS reviews, meeting with Town staff and presentations at public hearings.
This additional STA of $20,085.30 will bring the total authorized not-to-exceed amount to $76,224.22 which exceeds the spending threshold of the Town Manager and therefore requires Town Council approval.

Attachments:

1. Exhibit A STA 2 TIS Review Phase 5
2. STA 1 TIS Review Phase 4
3. STA 3 TIS Review Phase 3
4. STA 2 TIS Review Phase 2
5. STA 1 TIS Review Phase 1
6. AIM Engineering PSA RFQ-20-22-AD
7. AIM Engineering PSA RFQ-22-25-AD
8. NS Res. 25-56, AIM Arches Hotel Traffic Impact Statement Review, Phase 5 (RFQ-22-25 STA #2)

Financial Impact:

All costs accrued under this Scope of Work are billed to the project applicant and are not incurred by the Town.

6. **Alternative Action**

7. **Management Recommendations:**
Management recommends approval of this STA.

8. **Recommended Approval:**

Judith Frankel, Principal Planner	Created/Initiated - 1/21/2025
Frankie Kropacek, Operations & Compliance Director	Approved - 1/22/2025
nancy stuparich, Town Attorney	Approved - 1/27/2025
Amy Baker, Town Clerk	Approved - 1/27/2025
Andy Hyatt, Town Manager	Final Approval - 1/27/2025

TOWN OF FORT MYERS BEACH SERVICE AGREEMENT

SUPPLEMENTAL TASK AUTHORIZATION

_X_ Supplemental Task Authorization NO.: STA #2

CONTRACT/PROJECT NAME: _Arches Hotel Traffic Impact Statement Review, Phase 5_

CONSULTANT: AIM Engineering PROJECT NO.: _____

SOLICIT NO.: RFQ-22-25-AD CONTRACT NO.: RFQ-22-25-AD

REQUESTED BY: Frankie Kropacek, Op/Compliance Dir. DATE OF REQUEST: 01/17/2025

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: 04/17/2023
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: 04/17/2023
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: 04/17/2023
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED: 04/17/2023

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

RECOMMENDED:

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

By:_____
Finance Department Date

ACCEPTED: AIM Engineering & Surveying, Inc.

By: _____
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

Date to Proceed: _____ Cost of STA: N.T.E. $20,085.30

Completion Due Date: April 1, 2025

Date: 01/17/2024

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES
Arches Hotel Traffic Impact Statement Review – Phase 5

Overview

STA NO. 2– Arches Hotel Traffic Impact Statement Review, Phase 5

The following services will be provided by AIM Engineering & Surveying, Inc.:

1. Review of a maximum two (2) Arches Hotel Traffic Impact Statement (TIS) associated with project # DCI20230151 and CPA20230152; provide a summary of each review (two (2) reviews).

2. Participation in up to four (4) virtual Teams meetings with Town staff and applicant's traffic consultant to discuss and review comments and resolutions.

3. Participation in up to three (3) Town Council/public meetings.

Total Cost (of Job): N.T.E $20,085.30

EXHIBIT B

Date: 01/17/2024

COMPENSATION AND METHOD OF PAYMENT FOR

Arches Hotel Traffic Impact Statement Review, Phase 5

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	TIS Review for DCI20230151 and CPA20230152	$20,085.30	NTE	WIPP
TOTAL (Unless list is continued on next page)		$16,129.64	NTE	

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 04/17/2023, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto 04/17/2023 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 01/17/2024

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
Arches Hotel Traffic Impact Statement Review, Phase 5

Consultant or Sub-consultant Name: AIM Engineering & Surveying, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

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

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.
**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.
***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 08/27/2024

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR
Arches Hotel Traffic Impact Statement Review, Phase 5

CONSULTANT OR SUB-CONSULTANT NAME: AIM Engineering & Surveying, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
None	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

EXHIBIT C

Date: 01/17/2024

TIME AND SCHEDULE OF PERFORMANCE FOR

Arches Hotel Traffic Impact Statement Review, Phase 5

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	TIS Review for DCI20230151	74 days	74 days

EXHIBIT D

Date: 01/17/2024

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

Arches Hotel Traffic Impact Statement Review, Phase 5

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					

TOWN OF FORT MYERS BEACH SERVICE AGREEMENT

SUPPLEMENTAL TASK AUTHORIZATION

_X_ Supplemental Task Authorization NO.: STA #1

CONTRACT/PROJECT NAME: Arches Hotel Traffic Impact Statement Review, Phase 4

CONSULTANT: AIM Engineering PROJECT NO.: _____

SOLICIT NO.: RFQ-22-25-AD CONTRACT NO.: RFQ-22-25-AD

REQUESTED BY: Frankie Kropacek, Op/Compliance Dir. DATE OF REQUEST: 08/29/2024

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: 04/17/2023
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: 04/17/2023
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: 04/17/2023
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED: 04/17/2023

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

RECOMMENDED:

By: Frank Kropacek
Department Director Date

By: Amy Baden
Contracts Manager Date

By: Joe Onzick
Joe Onzick (Oct 2, 2024 13:42 EDT)
Finance Department Date

ACCEPTED: AIM Engineering & Surveying, Inc.

By: _____ 9/16/24
Consultant/Provider Date

TOWN APPROVAL:

By: Andrew Hyatt (Oct 2, 2024 13:53 EDT)
Town Manager Date

Date to Proceed: _____ Cost of STA: N.T.E. $16,129.64

Completion Due Date: December 31, 2024

Date: 08/29/2024

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES
Arches Hotel Traffic Impact Statement Review – Phase 4

Overview

STA NO. 1 – Arches Hotel Traffic Impact Statement Review, Phase 4

The following services will be provided by AIM Engineering & Surveying, Inc.:

1: Review of a maximum two Arches Hotel Traffic Impact Statement (TIS) associated with project # DCI20230151 and CPA20230152;

2: Participation in up to three virtual Teams meetings with Town staff and Hall Planning & engineering to discuss and review comments and resolutions.

3: Participation in up to three (3) public meetings.

Total Cost (of Job): N.T.E $16,129.64

EXHIBIT B

Date: 08/29/2024

COMPENSATION AND METHOD OF PAYMENT FOR

Arches Hotel Traffic Impact Statement Review, Phase 4

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	TIS Review for DCI20230151 and CPA20230152	$16,129.64	NTE	WIPP
TOTAL (Unless list is continued on next page)		$16,129.64	NTE	

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 04/17/2023, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto 04/17/2023 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 08/29/2024

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
Arches Hotel Traffic Impact Statement Review, Phase 4

Consultant or Sub-consultant Name: AIM Engineering & Surveying, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

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

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.
**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.
***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 08/29/2024

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR
Arches Hotel Traffic Impact Statement Review, Phase 4

CONSULTANT OR SUB-CONSULTANT NAME: AIM Engineering & Surveying, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
None	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

EXHIBIT C

Date: 08/29/2024

TIME AND SCHEDULE OF PERFORMANCE FOR

Arches Hotel Traffic Impact Statement Review, Phase 4

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	TIS Review for DCI20230151	122 days	122 days

EXHIBIT D

Date: 08/29/2024

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

Arches Hotel Traffic Impact Statement Review, Phase 4

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					

TOWN OF FORT MYERS BEACH SERVICE AGREEMENT

SUPPLEMENTAL TASK AUTHORIZATION

_X_ Supplemental Task Authorization NO.: STA # 3

CONTRACT/PROJECT NAME: Arches Hotel Traffic Impact Statement Review, Phase 3

CONSULTANT: AIM Engineering & Surveying, Inc. PROJECT NO.: _____

SOLICIT NO.: RFQ-20-22-AD CONTRACT NO.: _____

REQUESTED BY: Sarah Propst, Planner DATE OF REQUEST: 05/29/2024

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: 10/01/2020
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: 10/01/2020
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: 10/01/2020
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED: 10/01/2020

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

RECOMMENDED:

By: Frank Kropacek
Department Director Date

By: Frank Kropacek
Contracts Manager Date

By: Joe Onzick
Joe Onzick (May 29, 2024 14:07 EDT)
Finance Department Date

ACCEPTED: AIM Engineering & Surveying, Inc.

By: 5/29/2024
Consultant/Provider Date

TOWN APPROVAL:

By: Andrew Hyatt (May 29, 2024 17:26 EDT)
Town Manager Date

Date to Proceed: _____ Cost of STA: **N.T.E. $16,129.64**

Completion Due Date: September 30, 2024

Date: 5/29/2024

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES
Arches Hotel Traffic Impact Statement Review – Phase 3

Overview

STA NO. 3 - Arches Hotel Traffic Impact Statement Review, Phase 3

The following services will be provided by AIM Engineering & Surveying, Inc.:

- Review of a maximum two Arches Hotel Traffic Impact Statement (TIS) associated with project # DCI20230151 and CPA20230152;
- Participation in up to three virtual Teams meetings with Town staff and Hall Planning & engineering to discuss and review comments and resolutions.
- Participation in up to three (3) public meetings.

Total Cost (of Job): *N.T.E. $16,129.64*

EXHIBIT B

Date: 5/29/2024

COMPENSATION AND METHOD OF PAYMENT FOR

Arches Hotel Traffic Impact Statement Review, Phase 3

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	TIS Review for DCI20230151 and CPA20230152	$16,129.64	NTE	WIPP
TOTAL (Unless list is continued on next page)		$16,129.64	NTE	

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 10/01/2020, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto 10/01/2020entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 5/29/2024

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
Arches Hotel Traffic Impact Statement Review, Phase 3

Consultant or Sub-consultant Name: AIM Engineering & Surveying, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

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

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.
**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.
***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 5/29/2024

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR
Arches Hotel Traffic Impact Statement Review, Phase 3

CONSULTANT OR SUB-CONSULTANT NAME: AIM Engineering & Surveying, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
None	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

EXHIBIT C

Date: 5/29/2024

TIME AND SCHEDULE OF PERFORMANCE FOR

Arches Hotel Traffic Impact Statement Review Phase 3

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	TIS Review for DCI20230151	124 days	124 days

EXHIBIT D

Date: 5/29/2024

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

Arches Hotel Traffic Impact Statement Review Phase 3

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					

TOWN OF FORT MYERS BEACH SERVICE AGREEMENT

SUPPLEMENTAL TASK AUTHORIZATION

_X_ Supplemental Task Authorization NO.: STA # 2

CONTRACT/PROJECT NAME: Arches Hotel Traffic Impact Statement Review, Phase 2

CONSULTANT: AIM Engineering & Surveying, Inc. PROJECT NO.: _____

SOLICIT NO.: RFQ-20-22-AD CONTRACT NO.: _____

REQUESTED BY: Sarah Propst, Planner DATE OF REQUEST: 1/31/2024

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: 10/01/2020
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: 10/01/2020
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: 10/01/2020
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED: 10/01/2020

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

RECOMMENDED:

By: Frank Kropacek 02/09/2024
Department Director Date

By: Frank Kropacek 02/09/2024
Contracts Manager Date

By: Joe Onzick (Feb 15, 2024 15:29 EST) 15/02/2024
Finance Department Date

ACCEPTED: AIM Engineering & Surveying, Inc.

By: Bernard L Flynn Digitally signed by Bernard L Flynn Date: 2024.01.31 14:26:46 -05'00' 1/31/2024
Consultant/Provider Date

TOWN APPROVAL:

By: Andrew Hyatt (Feb 9, 2024 07:20 EST) 02/09/2024
Town Manager Date

Date to Proceed: _____ Cost of STA: **N.T.E. $16,129.64**

Completion Due Date: May 31, 2024

Date: 1/31/2024

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES
Arches Hotel Traffic Impact Statement Review – Phase 2

Overview

STA NO. 2 - Arches Hotel Traffic Impact Statement Review, Phase 2

The following services will be provided by AIM Engineering & Surveying, Inc.:

- Review of a maximum two Arches Hotel Traffic Impact Statement (TIS) associated with project # DCI20230151 and CPA20230152;
- Participation in up to three virtual Teams meetings with Town staff and Hall Planning & engineering to discuss and review comments and resolutions.
- Participation in up to three (3) public meetings.

Total Cost (of Job): *N.T.E. $16,129.64*

EXHIBIT B

Date: 1/31/2024

COMPENSATION AND METHOD OF PAYMENT FOR

Arches Hotel Traffic Impact Statement Review, Phase 2

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	TIS Review for DCI20230151 and CPA20230152	$16,129.64	NTE	WIPP
TOTAL (Unless list is continued on next page)		$16,129.64	NTE	

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 10/01/2020, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto 10/01/2020entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 1/31/2024

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
Arches Hotel Traffic Impact Statement Review, Phase 2

Consultant or Sub-consultant Name: AIM Engineering & Surveying, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

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

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.
**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.
***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 1/31/2024

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR
Arches Hotel Traffic Impact Statement Review, Phase 2

CONSULTANT OR SUB-CONSULTANT NAME: AIM Engineering & Surveying, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
None	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

EXHIBIT C

Date: 1/31/2024

TIME AND SCHEDULE OF PERFORMANCE FOR

Arches Hotel Traffic Impact Statement Review Phase 2

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	TIS Review for DCI20230151	121 days	121 days

EXHIBIT D

Date: 1/31/2024

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

Arches Hotel Traffic Impact Statement Review Phase 2

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					

TOWN OF FORT MYERS BEACH SERVICE AGREEMENT

SUPPLEMENTAL TASK AUTHORIZATION

_X_ Supplemental Task Authorization NO.: STA # 1

CONTRACT/PROJECT NAME: Arches Hotel Traffic Impact Statement Review

CONSULTANT: AIM Engineering & Surveying, Inc. PROJECT NO.: _____

SOLICIT NO.: RFQ-20-22-AD CONTRACT NO.: _____

REQUESTED BY: Sarah Propst, Planner DATE OF REQUEST: 12/19/2023

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: 10/01/2020
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: 10/01/2020
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: 10/01/2020
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED: 10/01/2020

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

RECOMMENDED:

By: Frank Kropacek
Department Director Date

By: Frank Kropacek
Contracts Manager Date

By: Joe Onzick (Dec 20, 2023 11:20 EST)
Finance Department Date

ACCEPTED: AIM Engineering & Surveying, Inc.

By: _____ 12/19/23
Consultant/Provider Date

TOWN APPROVAL:

By: Andy Hyatt (Dec 20, 2023 13:08 EST)
Town Manager Date

Date to Proceed: _____ Cost of STA: N.T.E. $7,750.00

Completion Due Date: January 26, 2024

Date: 12/19/2023

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES
Arches Hotel Traffic Impact Statement Review

Overview

STA NO. 1 - Arches Hotel Traffic Impact Statement Review

The following services will be provided by AIM Engineering & Surveying, Inc.:

- Review of the Arches Hotel Traffic Impact Statement (TIS) associated with project # DCI20230151 and CPA20230152;
- Prepare a memorandum summarizing the review;
- Participation in a maximum of two virtual review/coordination meetings.

Total Cost (of Job): *N.T.E. $7,750.00*

*Does not include subsequent reviews

EXHIBIT B

Date: 12/19/2023

COMPENSATION AND METHOD OF PAYMENT FOR

Arches Hotel Traffic Impact Statement Review

Section 1. BASIC SERVICES/TASK(S)

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

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

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
#1	TIS Review for DCI20230151 and CPA20230152	$7,750.00	NTE	WIPP
TOTAL (Unless list is continued on next page)		$7,750.00	NTE	

Section 2. ADDITIONAL SERVICES

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

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 10/01/2020, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto 10/01/2020entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 12/19/2023

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE FOR
Arches Hotel Traffic Impact Statement Review

Consultant or Sub-consultant Name: AIM Engineering & Surveying, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

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

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.
**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.
***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: 12/19/2023

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR
Arches Hotel Traffic Impact Statement Review

CONSULTANT OR SUB-CONSULTANT NAME: AIM Engineering & Surveying, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
None	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

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

EXHIBIT C

Date: 12/19/2023

TIME AND SCHEDULE OF PERFORMANCE FOR

Arches Hotel Traffic Impact Statement Review

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	TIS Review for DCI20230151	38 days	38 days

EXHIBIT D

Date: 12/19/2023

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

Arches Hotel Traffic Impact Statement Review

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					

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this **1** day of **October, 2020** by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and **AIM Engineering & Surveying,Inc.** ("Consultant"), whose address is **2161 Fowler Street, Fort Myers, FL, 33901.**

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Miscellaneous Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

TIME OF CONTRACT: This contract will be for a period of three (3) years with an option to renew for two (2) terms of one-year each by mutual agreement of the parties. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, and any subsequent renewal.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

(1) QUALIFIED PERSONNEL: The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.

(2) CONSULTANT'S PROJECT DIRECTOR: The Consultant agrees to employ and designate, in writing, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.

(3) REMOVAL OF PERSONNEL: Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.

(4) SUB-CONSULTANT: The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

(5) SUB-CONTRACTOR: The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT: The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations,

estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.

(2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of

any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

(1) PROJECT GUIDELINES AND CRITERIA: Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.

(2) TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL: At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

(1) LUMP SUM FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

(2) NOT-TO-EXCEED FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it is shall mean:

- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
- For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
- For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
- Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
- The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
- When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
- If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS: The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.

(2) PAYMENT FOR SERVICES PERFORMED: The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

(A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work- in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE: The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by the date assigned with each individual Supplemental Task Authorization as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

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

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:
The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:
Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION
The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION
The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:
Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

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 , 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

(1) EXHIBIT "A" entitled "Scope of Professional Services", dated **October 1, 2020.**

(2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated **October 1, 2020.**

(3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated **October 1, 2020.**

(4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated **October 1, 2020.**

(5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated **October 1, 2020.**

(6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated **October 1, 2020.**

(7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

(8) EXHIBIT "H" entitled "Amendment to Articles", dated **October 1, 2020.**

(9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated **October 1, 2020.**

(10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated **October 1, 2020.**

(11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated **October 1, 2020.**

ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

AIM Engineering & Surveying,Inc.
(Consultant's Business Name)

2161 Fowler Street
(Street/ P.O. Box)

Fort Myers FL 33901
(City) (State) (Zip Code)

Telephone Number: ~~239-332-4569~~ 239-284-1911

Email: dschroeder@aimengr.com

Fax Number: _____

ATTENTION: Daniel Schroeder
Project Director

19.03 CHANGE OF ADDRESS OF RECORD
Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH

By: _____
Roger T. Hernstadt, Town Manager

ATTEST:

By: _____
Michelle Mayher, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: ATM Engineering & Surveying, Inc.
Printed name of organization

BY: _____
Signature

Tracy A Levy
Printed name of person signing

Treasurer
Title (printed)

_____
Witness Signature

JACQUI EATON
Printed name of Witness

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

TYPES OF WORK

The following is a list of the Types of Work the Town of Fort Myers Beach may require. Each Type of Work states the minimum requirements to be met in order to be qualified by the Town of Fort Myers Beach.

Type of Work

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

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

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

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

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

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

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date **October 1, 2020**

Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Section 1. BASIC SERVICES/TASK(S)

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

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL				

(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 **October 1, 2020** entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

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

ATTACHMENT NO. 1 TO EXHIBIT B
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: **AIM Engineering & Surveying,Inc.**

(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)
Project Principal	$ 81.73	3.1	$ 253.36
Project Manager	$ 57.51	3.1	$ 178.28
Chief Engineer	$ 70.76	3.1	$ 219.36
Senior Engineer	$ 59.38	3.1	$ 184.08
Project Engineer	$ 53.47	3.1	$ 165.76
Sr Environmental Scientist	$ 38.70	3.1	$ 119.97
Engineer	$ 44.58	3.1	$ 138.20
Designer	$ 27.88	3.1	$ 86.43
Engineer Intern	$ 32.92	3.1	$ 102.06
Chief Planner	$ 60.17	3.1	$ 186.53
Senior Planner	$ 50.48	3.1	$ 156.49
Planner	$ 38.46	3.1	$ 119.23
Secretary/Clerical	$ 19.75	3.1	$ 61.23
CEI Senior Project Engineer	$ 74.52	3.1	$ 231.01
CEI Project Administrator	$ 47.50	3.1	$ 147.25
CEI CSS	$ 37.00	3.1	$ 114.70
CEI Senior Inspector	$ 32.50	3.1	$ 100.75
CEI Inspector/Eng Intern	$ 25.50	3.1	$ 79.05
CEI Inspector Aide	$ 20.50	3.1	$ 63.55
Senior Surveyor & Mapper	$ 62.90	3.1	$ 195.00
Surveyor & Mapper	$ 45.16	3.1	$ 140.00
Survey Field Crew Supervisor	$ 30.65	3.1	$ 95.00
CADD/Computer Technician	$ 27.42	3.1	$ 85.00
2 Person Survey Crew	$ 45.16	3.1	$ 140.00
3 Person Survey Crew	$ 54.84	3.1	$ 170.00
4 Person Survey Crew	$ 61.29	3.1	$ 190.00
SUE Designating Crew	$ 59.68	3.1	$ 185.00
SUE Locating Crew	$ 67.74	3.1	$ 210.00
Hydro Crew – Single Beam	$ 50.00	3.1	$ 155.00
Hydro Crew – Multi Beam	$ 74.19	3.1	$ 230.00

*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.

ATTACHMENT NO. 2 TO EXHIBIT B
NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

CONSULTANT NAME: **AIM Engineering & Surveying,Inc.**

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	$0.58/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE $100.00
Meals: Breakfast Lunch Dinner	 $12.01 $11.82 $24.72
Reproduction (Photocopy) 8 ½" x 11"	$0.15/Page
8 ½" x 14"	$0.20/Page
11" x 14"	$0.35/Page
Reproduction (Blue/White Prints)	$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursable (i.e. film/developing):	
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, reimbursable etc. not covered under the costs and/or changes established in the Agreement.	

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

ATTACHMENT NO. 1 TO EXHIBIT B
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: **Ardadam & Associates, Inc.**

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Principal Engineer			$211.00
Senior Project Engineer			$176.00
Project Engineer			$122.00
Staff Engineer			$101.00
Environmental Scientist			$99.00
Senior Technician			$87.00
Technician			$58.00
CADD Technician			$67.00
Clerical			$62.00

*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.

ATTACHMENT NO. 2 TO EXHIBIT B
NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

CONSULTANT NAME: **Ardaman & Associates Inc**

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	$0.58/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE $100.00
Meals: Breakfast Lunch Dinner	 $12.01 $11.82 $24.72
Reproduction (Photocopy) 8 ½" x 11"	$0.15/Page
8 ½" x 14"	$0.20/Page
11" x 14"	$0.35/Page
Reproduction (Blue/White Prints)	$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursable (i.e. film/developing):	
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, reimbursable etc. not covered under the costs and/or changes established in the Agreement.	

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

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

This EXHIBIT "C" establishes a total time for completion, detailed by 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
	Shall be negotiated through each Supplemental Task Authorization issued.		

EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

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

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
Materials, Testing and Inspection Services	Ardaman & Assoc 9970 Bavaria Rd Ft Myers, FL 33913				X	

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1
Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2
Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3
Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4
No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5
Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6
This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7
In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8
Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9
Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements The Consultant shall have the right to retain copies of all such materials.

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
Ongoing Miscellaneous Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.

3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as: AIM Engineering + Surveying Inc

BY: [signature]

TITLE: Treasurer

The foregoing instrument was signed and acknowledged before me this 28th day of SEPTEMBER, 2020, by TRACY LEVY (Print or Type Name) who has produced PERSONALLY KNOWN (Type of Identification) as identification

[signature]
Notary Public Signature

JACQUI EATON
Printed Name of Notary Public

JACQUI EATON
MY COMMISSION # GG 085829
EXPIRES: May 23, 2021
Bonded Thru Notary Public Underwriters

Notary Commission Number/Expiration

EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS:
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be Provided and/or Performed	Indicate Name of Individual or Firm

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

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:
"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate for Bodily Injury Liability and a minimum limit of $1,000,000 for Property Damage Liability, or a minimum combined single limit of $1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or

such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $1,000,000 per person and $1,000,000 per accident for Bodily Injury Liability and a minimum limit of $1,000,000 for Property Damage Liability, or a minimum combined single limit of $1,000,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of $1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.___ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

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 Ft Myers Beach
(print name of public entity)

by Tracy Alevy, Treasurer
(print individual's name and title)

for AIM Engineering + Surveying Inc
(print name of entity submitting sworn statement)

whose business address is 2161 Fowler St, Suite 100
Ft Myers FL 33901

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0197775
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: NIT.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(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, proposal 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 287.233 (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:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of 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. 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.)

   X 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.

Gary Avery
(Signature)

Sworn to and subscribed before me this 28th day of SEPTEMBER, 2020

Personally known X

~~OR Produced Identification~~ _____

_____
(~~Type of Identification~~)

Notary Public – State of FLORIDA

My Commission expires: _____

Laura Eaton
(Printed typed or stamped commissioned name of notary public)

JACQUI EATON
MY COMMISSION # GG 085829
EXPIRES: May 23, 2021
Bonded Thru Notary Public Underwriters

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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 LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: AIM Engineering + Surveying Inc

Mary Alley Treasurer 9/28/2020

(Signature) (Title) (Date)

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 28th day of SEPTEMBER, 2020, by TRACY LEVY (Print or Type Name) ~~who has produced~~

PERSONALLY KNOWN ~~as identification~~.
(Type of Identification and Number)

Notary Public Signature

JACQUI EATON
Printed Name of Notary Public

JACQUI EATON
MY COMMISSION # GG 085829
EXPIRES: May 23, 2021
Bonded Thru Notary Public Underwriters

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. *TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.*

EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

I, the undersigned, Tracy A Levy, am an employee of **AIM Engineering & Surveying,Inc.**, the Town's provider of Ongoing Miscellaneous Professional Services.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.

Tracy A Levy
Signature

9/28/2020
Date

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this **1** day of **October, 2020** by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and **AIM Engineering & Surveying,Inc.** ("Consultant"), whose address is **2161 Fowler Street, Fort Myers, FL, 33901.**

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Miscellaneous Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

TIME OF CONTRACT: This contract will be for a period of three (3) years with an option to renew for two (2) terms of one-year each by mutual agreement of the parties. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, and any subsequent renewal.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

(1) QUALIFIED PERSONNEL: The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.

(2) CONSULTANT'S PROJECT DIRECTOR: The Consultant agrees to employ and designate, in writing, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.

(3) REMOVAL OF PERSONNEL: Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.

(4) SUB-CONSULTANT: The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

(5) SUB-CONTRACTOR: The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT: The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations,

estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.

(2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of

any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

(1) PROJECT GUIDELINES AND CRITERIA: Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.

(2) TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL: At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

(1) LUMP SUM FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

(2) NOT-TO-EXCEED FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it is shall mean:

- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
- For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
- For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
- Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
- The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
- When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
- If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS: The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.

(2) PAYMENT FOR SERVICES PERFORMED: The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

(A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work- in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE: The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by the date assigned with each individual Supplemental Task Authorization as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

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

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:
The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:
Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION
The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION
The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:
Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

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 , 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

(1) EXHIBIT "A" entitled "Scope of Professional Services", dated **October 1, 2020.**

(2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated **October 1, 2020.**

(3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated **October 1, 2020.**

(4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated **October 1, 2020.**

(5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated **October 1, 2020.**

(6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated **October 1, 2020.**

(7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

(8) EXHIBIT "H" entitled "Amendment to Articles", dated **October 1, 2020.**

(9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated **October 1, 2020.**

(10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated **October 1, 2020.**

(11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated **October 1, 2020.**

ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

AIM Engineering & Surveying,Inc.
(Consultant's Business Name)

2161 Fowler Street
(Street/ P.O. Box)

Fort Myers FL 33901
(City) (State) (Zip Code)

Telephone Number: ~~239-332-4569~~ 239-284-1911

Email: dschroeder@aimengr.com

Fax Number: _____

ATTENTION: Daniel Schroeder
Project Director

19.03 CHANGE OF ADDRESS OF RECORD
Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH

By: _____
Roger T. Hernstadt, Town Manager

ATTEST:

By: _____
Michelle Mayher, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: AIM Engineering & Surveying, Inc.
Printed name of organization

BY: _____
Signature

Tracy A Levy
Printed name of person signing

Treasurer
Title (printed)

_____
Witness Signature

JACQUI EATON
Printed name of Witness

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

TYPES OF WORK

The following is a list of the Types of Work the Town of Fort Myers Beach may require. Each Type of Work states the minimum requirements to be met in order to be qualified by the Town of Fort Myers Beach.

Type of Work

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

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

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

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

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

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

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date **October 1, 2020**

Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Section 1. BASIC SERVICES/TASK(S)

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

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL				

(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 **October 1, 2020** entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

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

ATTACHMENT NO. 1 TO EXHIBIT B
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: **AIM Engineering & Surveying,Inc.**

(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)
Project Principal	$ 81.73	3.1	$ 253.36
Project Manager	$ 57.51	3.1	$ 178.28
Chief Engineer	$ 70.76	3.1	$ 219.36
Senior Engineer	$ 59.38	3.1	$ 184.08
Project Engineer	$ 53.47	3.1	$ 165.76
Sr Environmental Scientist	$ 38.70	3.1	$ 119.97
Engineer	$ 44.58	3.1	$ 138.20
Designer	$ 27.88	3.1	$ 86.43
Engineer Intern	$ 32.92	3.1	$ 102.06
Chief Planner	$ 60.17	3.1	$ 186.53
Senior Planner	$ 50.48	3.1	$ 156.49
Planner	$ 38.46	3.1	$ 119.23
Secretary/Clerical	$ 19.75	3.1	$ 61.23
CEI Senior Project Engineer	$ 74.52	3.1	$ 231.01
CEI Project Administrator	$ 47.50	3.1	$ 147.25
CEI CSS	$ 37.00	3.1	$ 114.70
CEI Senior Inspector	$ 32.50	3.1	$ 100.75
CEI Inspector/Eng Intern	$ 25.50	3.1	$ 79.05
CEI Inspector Aide	$ 20.50	3.1	$ 63.55
Senior Surveyor & Mapper	$ 62.90	3.1	$ 195.00
Surveyor & Mapper	$ 45.16	3.1	$ 140.00
Survey Field Crew Supervisor	$ 30.65	3.1	$ 95.00
CADD/Computer Technician	$ 27.42	3.1	$ 85.00
2 Person Survey Crew	$ 45.16	3.1	$ 140.00
3 Person Survey Crew	$ 54.84	3.1	$ 170.00
4 Person Survey Crew	$ 61.29	3.1	$ 190.00
SUE Designating Crew	$ 59.68	3.1	$ 185.00
SUE Locating Crew	$ 67.74	3.1	$ 210.00
Hydro Crew – Single Beam	$ 50.00	3.1	$ 155.00
Hydro Crew – Multi Beam	$ 74.19	3.1	$ 230.00

*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.

ATTACHMENT NO. 2 TO EXHIBIT B
NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

CONSULTANT NAME: **AIM Engineering & Surveying,Inc.**

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	$0.58/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE $100.00
Meals: Breakfast Lunch Dinner	 $12.01 $11.82 $24.72
Reproduction (Photocopy) 8 ½" x 11"	$0.15/Page
8 ½" x 14"	$0.20/Page
11" x 14"	$0.35/Page
Reproduction (Blue/White Prints)	$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursable (i.e. film/developing):	
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, reimbursable etc. not covered under the costs and/or changes established in the Agreement.	

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

ATTACHMENT NO. 1 TO EXHIBIT B
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: **Ardadam & Associates, Inc.**

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Principal Engineer			$211.00
Senior Project Engineer			$176.00
Project Engineer			$122.00
Staff Engineer			$101.00
Environmental Scientist			$99.00
Senior Technician			$87.00
Technician			$58.00
CADD Technician			$67.00
Clerical			$62.00

*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.

ATTACHMENT NO. 2 TO EXHIBIT B
NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

CONSULTANT NAME: **Ardaman & Associates Inc**

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	$0.58/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE $100.00
Meals: Breakfast Lunch Dinner	 $12.01 $11.82 $24.72
Reproduction (Photocopy) 8 ½" x 11"	$0.15/Page
8 ½" x 14"	$0.20/Page
11" x 14"	$0.35/Page
Reproduction (Blue/White Prints)	$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursable (i.e. film/developing):	
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, reimbursable etc. not covered under the costs and/or changes established in the Agreement.	

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

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

This EXHIBIT "C" establishes a total time for completion, detailed by 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
	Shall be negotiated through each Supplemental Task Authorization issued.		

EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

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

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
Materials, Testing and Inspection Services	Ardaman & Assoc 9970 Bavaria Rd Ft Myers, FL 33913				X	

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1
Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2
Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3
Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4
No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5
Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6
This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7
In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8
Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9
Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements The Consultant shall have the right to retain copies of all such materials.

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
Ongoing Miscellaneous Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.

3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as: AIM Engineering + Surveying Inc

BY: [signature]

TITLE: Treasurer

The foregoing instrument was signed and acknowledged before me this 28th day of SEPTEMBER, 2020, by TRACY LEVY (Print or Type Name) who has produced PERSONALLY KNOWN (Type of Identification) as identification

[signature]
Notary Public Signature

JACQUI EATON
Printed Name of Notary Public

JACQUI EATON
MY COMMISSION # GG 085829
EXPIRES: May 23, 2021
Bonded Thru Notary Public Underwriters

Notary Commission Number/Expiration

EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS:
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be Provided and/or Performed	Indicate Name of Individual or Firm

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

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:
"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate for Bodily Injury Liability and a minimum limit of $1,000,000 for Property Damage Liability, or a minimum combined single limit of $1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or

such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $1,000,000 per person and $1,000,000 per accident for Bodily Injury Liability and a minimum limit of $1,000,000 for Property Damage Liability, or a minimum combined single limit of $1,000,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of $1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

Date: **October 1, 2020**

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.___ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

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 Ft Myers Beach
(print name of public entity)

by Tracy Alevy, Treasurer
(print individual's name and title)

for Aim Engineering + Surveying Inc
(print name of entity submitting sworn statement)

whose business address is 2161 Fowler St, Suite 100
Ft Myers FL 33901

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0197775
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: NIT.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(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, proposal 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 287.233 (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:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of 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. 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.)

   X 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)

Sworn to and subscribed before me this 28th day of SEPTEMBER, 2020

Personally known X

~~OR Produced Identification~~ _____

_____
(~~Type of Identification~~)

Notary Public – State of FLORIDA

My Commission expires: _____

_____
(Printed typed or stamped commissioned name of notary public)

JACQUI EATON
MY COMMISSION # GG 085829
EXPIRES: May 23, 2021
Bonded Thru Notary Public Underwriters

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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 LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: AIM Engineering + Surveying Inc

Tracy Levy Treasurer 9/28/2020

(Signature) (Title) (Date)

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 28th day of SEPTEMBER, 2020, by TRACY LEVY ~~who has produced~~
(Print or Type Name)

PERSONALLY KNOWN ~~as identification~~.
(Type of Identification and Number)

Notary Public Signature

JACQUI EATON
Printed Name of Notary Public

JACQUI EATON
MY COMMISSION # GG 085829
EXPIRES: May 23, 2021
Bonded Thru Notary Public Underwriters

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. *TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.*

EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-20-22-AD

I, the undersigned, Tracy A Levy, am an employee of **AIM Engineering & Surveying,Inc.**, the Town's provider of Ongoing Miscellaneous Professional Services.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.

Tracy A Levy
Signature

9/28/2020
Date

RESOLUTION NUMBER 25-56

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO APPROVE STA NO. 2 IN THE AMOUNT OF $20,085.30 WITH AIM ENGINEERING AND SURVEYING, INC. UNDER RFQ-22-25-AD FOR ARCHES HOTEL TRAFFIC IMPACT STATEMENT REVIEW, PHASE 5 AND ANY ASSOCIATED DOCUMENTS, SINCE THE TOTAL EXPEDITURES WITH AIM ENGINEERING AND SURVEYING, INC. TO DATE WILL EXCEED THE TOWN MANAGER'S EXPENDITURE AUTHORIZATION OF $75,000 IF STA NO. 2 WAS APPROVED WITHOUT TOWN COUNCIL APPROVAL; 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 AIM Engineering and Surveying, Inc. through Town solicitation RFQ-22-25-AD; and

WHEREAS, the Town has utilized AIM Engineering and Surveying, Inc for the first four phases of the Arches Traffic Impact Study reviews that began with a professional services agreement through Town solicitation RFQ-20-22-AD; and

WHEREAS, the Town is in need of licensed engineers and professional services to review phase 5 of the Arches Traffic Impact Study; and

WHEREAS, the Town has executed previous Supplemental Task Authorizations for previous phases of this traffic impact study review with not-to-exceed amounts totaling $56,138.92, and is in need of an additional Supplemental Task Authorization with a not-to-exceed amount of $20,085.30 that will bring the total authorized not-to-exceed amount to $76,224.22, which will exceed the Town Manager's $75,000 authorization and therefore requires approval by the Town Council; 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 #2 under RFQ-22-25-AD, 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 3rd day of February 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 February 2025.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-221**

1. **Request:**

Meeting Date: February 3, 2025

Authorize the Town Manager to sign a release directing the return of a $500,000 Letter of Credit to Persaud Properties FL Investments LLC, pursuant to the terms of a Code Enforcement Settlement Agreement dated December 27, 2023 between the Town of Fort Myers Beach and Persaud Properties FL Investments LLC.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**
ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**
Other

4. **Submitter of Information:**

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5. **Background:**

The Town and Persaud Properties FL Investments LLC ("Persaud") entered into a Code Enforcement Settlement Agreement on December 27, 2023. Paragraph 3(c) of the Settlement Agreement requied Persaud to pay or post a $500,000 performance bond (letter of credit) to ensure good faith performance of the terms of the Settlement Agreement. Paragraph 4 required Persaud to cause any "Verified Violations" on its properties for a year. Town staff has confirmed that there are no Verified Violations in existance. Because a year has passed and there are no Verified Violations, pursuant to the terms of the Settlement Agreement, the Letter of Credit should be returned to Persaud.

Attachments:

1. FMB Code Enforecement Settlement Agreement - Persaud 1.4.24
2. Excerpt Final TC minutes 12.18.23
3. Persaud Request for Release

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 1/28/2025
nancy stuparich, Town Attorney	Approved - 1/28/2025
Amy Baker, Town Clerk	Approved - 1/29/2025
Andy Hyatt, Town Manager	Final Approval - 1/29/2025

FORT MYERS BEACH CODE ENFORCEMENT SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** ("Agreement") is entered into this 29th day of December, 2023, by and between, Persaud Properties FL Investments, LLC, a Florida limited liability company, ("Persaud") and the Town of Fort Myers Beach ("Town"), and collectively Persaud and Town are referred to herein as the "Parties."

RECITALS

WHEREAS, Persaud is the current owner of certain parcels of real property located at 1028 Estero Boulevard (STRAP Number 24-46-23-W3-00017.0000) and 1046 Estero Boulevard (STRAP Number 24-46-23-W3-00016.0000) (collectively referred to herein as the "Sunset Beach Properties"); and

WHEREAS, all violations on the Sunset Beach Properties have been abated, and there are no existing violations on the Sunset Beach Properties; and

WHEREAS, Town filed seven (7) code enforcement liens against Persaud, as a result of Persaud's noncompliance with Fort Myers Beach Code on one or more of the Sunset Beach Properties, which are summarized on Exhibit "A" and collectively referred to herein as the "Liens"; and

WHEREAS, there are three (3) pending code enforcement cases for which a Code Enforcement Order has been issued but no lien has been recorded, as a result of Persaud's noncompliance with Fort Myers Beach Code on one or more of the Sunset Beach Properties, which are summarized on Exhibit "B" and collectively referred to herein as the "Pending Fines"; and

WHEREAS, Persaud is the current owner of certain parcels of real property located at 3050 Estero Boulevard (STRAP Number 29-46-24-W1-01000.0020) and 3056 Estero Boulevard (STRAP Number 29-46-24-W1-01000.0010), all of which have since been submitted to the condominium form of ownership with common elements assigned STRAP Number 29-46-24-W1-01000.00CE (collectively referred to herein as the "Junkanoo Residential Properties"); and

WHEREAS, the Parties entered into a settlement agreement relative to the state case filed in the Twentieth Judicial Circuit in and for Lee County, Florida, Case No. 17-CA-000219 relative to the Junkanoo Residential Properties (the "Settlement Agreement"), the terms of which contemplate a penalty/fine, though neither Party is aware of any such fines being imposed (hereinafter the "Proposed Fines"); and

WHEREAS, Persaud has been working diligently to comply with the terms of the Settlement Agreement but, at present, is unable to secure financing to fix the damage to the Junkanoo Residential Properties caused by Hurricane Ian due to the Liens encumbering all properties owned by Persaud, including the Junkanoo Residential Properties; and

WHEREAS, Persaud made a proposal of settlement in exchange for a release of the Liens,

dismissal of the Pending Fines, and agreement not to impose any Proposed Fines to the extent such is an available remedy to the Town, and the Town has accepted the proposed settlement.

NOW, THEREFORE, in exchange for the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by reference.

2. **SETTLEMENT AMOUNT.** Persaud agrees to pay the Town the sum of Two Hundred Fifty Thousand Dollars and 00/100 ($250,000.00) in full settlement of all outstanding code enforcement matters associated with the Sunset Beach Properties and the Junkanoo Residential Properties and in exchange for a release of the Liens, dismissal of the Pending Fines, and agreement not to impose any Proposed Fines to the extent such is an available remedy to the Town, including but not limited to attorneys' fees and other costs incurred by the Town (the "Settlement Amount").

3. **GOOD FAITH PAYMENT.** Persaud agrees to:

a. Operate the Sunset Beach Properties and the Junkanoo Residential Properties in accordance with the Town's codes and ordinances for so long as it holds title to the Sunset Beach Properties and the Junkanoo Residential Properties, respectively, or one (1) year, whichever is less, and

b. Apply for the permit(s) necessary to have the stump removed from the Sunset Beach Properties within sixty (60) days after the approval of this Agreement by the Town and have the stump removed within thirty (30) days after receipt of all necessary permits, and

c. Pay the Town the sum of Five Hundred Thousand Dollars and 00/100 ($500,000.00) or provide a performance bond in the same amount by a bonding company and in a form agreed to by the Town,

as a good faith security for his performance of same (the "Good Faith Payment"). If Persaud complies with the terms of this paragraph for a period of one (1) year, the Good Faith Payment, in its entirety, will be returned to Persaud. If Persaud does not comply with the terms of this paragraph during the one (1) year period from the date of this Agreement, the Good Faith Payment will be forfeited to the Town.

4. **COMPLIANCE.** The parties agree that the determination as to whether Persaud is in violation of this Agreement for failure to fulfill its obligations under this Agreement, as contemplated by Paragraph 3, shall be made through the code enforcement process in Chapter 2, Article V of the Town's Land Development Code. The issuance of a notice of violation under section 2-424 stays and holds in abeyance any determination relative to forfeiture of the Good Faith Payment until such time as the existence of the violation identified in the notice is determined by the Special Magistrate during a hearing governed by section 2-425, and the exhaustion of any appeals or the time for appeals has passed. If the Special Magistrate determines that a violation does exist, and Persaud chooses not to exercise his right to appeal, Persaud will have seven (7)

days from the date of the Special Magistrate's written order to correct the violation as directed by the Special Magistrate. Only if the violation is not corrected within these seven (7) days, as determined by the Special Magistrate, will it be found that Persaud is in violation of this Agreement (the "Verified Violation") and the Good Faith Payment shall be forfeited to the Town. Persaud is entitled to a refund of the Good Faith Payment if there have been no Verified Violations as of the one (1) year anniversary of the date this Agreement is approved by Town Council.

5. **PAYMENT AND ESCROW TERMS.** Persaud will deposit the Settlement Amount (Paragraph 2) and the Good Faith Payment (Paragraph 3) in the Trust Account of Roetzel & Andress, LPA, 2320 First Street, Suite 1000, Fort Myers, FL 33901 (the "Escrow Agent"), within thirty (30) days after the approval of this Agreement by the Town. The Settlement Amount will be promptly thereafter released by the Escrow Agent to the Town, but the Good Faith Payment will remain in the Trust Account until released as contemplated in this Agreement. In the event the Escrow Agent is in doubt as to its duties and liabilities under the provisions of this Agreement, the Escrow Agent may, in its sole discretion, continue to hold the Good Faith Payment until the Parties mutually agree in writing to disbursement of the Good Faith Payment, or until a judgment of a court of competent jurisdiction determines the rights of the Parties to the Good Faith Payment, or it may interplead the Good Faith Payment with the Clerk of the Circuit Court, and upon notifying all Parties concerning such action, all liability on the part of the Escrow Agent will fully cease and terminate, except to the extent of accounting for the Good Faith Payment delivered out of escrow. In the event of any suit between the Parties involving the Escrow Agent is made a Party by virtue of acting as the Escrow Agent, or in the event of any suit involving the Escrow Agent interpleads the Good Faith Payment, the Escrow Agent will be entitled to recover reasonable attorneys' fees and costs incurred, such fees and costs to be charged and assessed as court costs and paid from the Good Faith Payment, or held by the Clerk of the Circuit Court, as the case may be. Both Parties agree that the Escrow Agent will not be liable to any Party or person whomsoever for misdelivery to the Town or Persaud of the Good Faith Payment, unless such misdelivery is due to willful breach of this Agreement or gross negligence on the part of the Escrow Agent, nor will the Escrow Agent be liable for the failure of any financial institution in which the Good Faith Payment is placed. The Parties agree that the status of the Escrow Agent as counsel for the Town or Persaud, as the case may be, does not disqualify such law firm from representing such Party in connection with this transaction and in any dispute that may arise between the Parties concerning this transaction, including any dispute or controversy with respect to the Good Faith Payment. It will not be necessary for the Escrow Agent to execute this Agreement or any amendments to this Agreement. By delivery to and acceptance by the Escrow Agent of a fully executed copy of this Agreement along with the Good Faith Payment, the Escrow Agent agrees to be bound by the terms and provisions of this Agreement specifically relating to the Good Faith Payment. However, no amendments to this Agreement will adversely affect or impair the rights or duties, or increase the liability of the Escrow Agent hereunder without the Escrow Agent's prior written approval.

6. **RECORDATION OF SATISFACTION.** Within fourteen (14) days after the Town's receipt of the Settlement Amount, the Town will prepare and record a satisfaction and release as to all Liens, the Pending Fines, and the Proposed Fines in the Public Records of Lee County, Florida at the Town's sole cost and expense.

7. **WAIVER OF DEFENSES AND RELEASE OF THE TOWN.** Persaud has voluntarily dismissed the federal case filed in the United States District Court for the Middle District

of Florida, Case No. 2:21-cv-384-JLB-NPM, together with the federal appeal filed in the United States Court of Appeals for the Eleventh Circuit, Case No. 23-10881. Persaud has voluntarily dismissed all claims arising out of the state cases filed in the Twentieth Judicial Circuit in and for Lee County, Florida, Case No. 17-CA-000219 and Case No. 17-CA-001026. Persaud has waived all causes of actions, damages, attorneys' fees, and litigation costs that arose, could have been brought, or could be brought as a result of the decision of the Second District Court of Appeals in *Persaud Properties FL Investments, LLC v. Town of Ft. Myers Beach*, 310 So. 3d 493 (2020), reh'g denied (Jan. 20, 2021) (the "Lawsuit"). Persaud will waive and not otherwise seek, and will release the Town from damages, attorneys' fees, and costs related to actions of the Town that could have been or were brought or may be brought in the future related to operative nucleus of facts in the cases specified in this paragraph.

8. **ENTIRE AGREEMENT.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

9. **AUTHORITY.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

10. **GOVERNING LAW.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the state courts of Lee County. The parties expressly agree that no action between the parties may be filed in, or removed to, Federal Court, and consent to exclusive jurisdiction and venue in the Circuit Court in Lee County and waive any objections thereto.

[Signatures on following pages.]

WHEREFORE, this Agreement is entered into as of the date of last execution below.

Persaud Properties FL Investments, LLC

By: _____
its _____, Manager

_____
Signature of Witness # 1

Kat Kalish
Print or type name

_____
Signature of Witness #2

CRISTIAN MINO
Print or type name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of December, 2023, by Jerry Persaud, Manager, of Persaud Properties FL Investments, LLC, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

TINA ALLEN
MY COMMISSION # HH 396645
EXPIRES: June 1, 2027

_____
Notary Public
Tina Allen
Name typed, printed or stamped
My Commission Expires: June 1 2027

FORT MYERS BEACH, FLORIDA

Dan Allers, Mayor

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 3rd day of January, 2024, by Dan Allers, Mayor, Town of Fort Myers Beach, who is personally known to me or who has produced _____ as identification.

[Notary Seal] AMY J. BAKER
MY COMMISSION # HH 241709
EXPIRES: June 12, 2026

Notary Public

Amy J. Baker
Name typed, printed or stamped
My Commission Expires: 6/12/24

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

EXHIBIT "A"
LIENS

	Case Number	Violation Address	Lien Recording Information
1	CE17-0659	1046 Estero Boulevard	2019000067153
2	CE17-0707	1046 Estero Boulevard	2019000136816
3	CE18-0234	1028 Estero Boulevard	2019000067165
4	CE18-0235	1046 Estero Boulevard	2019000067117
5	CE18-0446	1046 Estero Boulevard	2020000038310
6	CE20-0017	1046 Estero Boulevard	2020000061959 2021000069005
7	CE20-0018	1028 Estero Boulevard	2020000061962 2021000098193

EXHIBIT "B"
PENDING FINES

	Case Number	Violation Address	Order Recording Information
1	20220462	1028 Estero Boulevard	2022000239193
2	20220652	1046 Estero Boulevard	2022000239107
3	20220655	1046 Estero Boulevard	2022000239209

20527901 _10

The FWC asked that the council allow Projects Manager Chustz to work with them to remove the pines outside the CWA. He stated that the FWC will meet with property owners in January to describe how the CWA worked.
Mr. Rood described conversations with the FWC regarding personalizing the CWA by adopting an additional name for the designated area. He proposed that the council put out a survey with the choice of Dan Hughes CWA or the Daniel L. Hughes CWA. Mayor Allers suggested that Mr. Rood meet with the town staff and questioned whether MERTF should be involved. Mr. Rood stated that he was on MERTF's agenda for the last meeting, but the committee voted to remove him from the agenda.

XIII. TOWN MANAGER'S ITEMS

Town Manager Hyatt reported that the staff cleaned up from the weather yesterday and continued today. The street signs project on Estero continues and will move to the side streets soon. The streetlight cycle at Crescent St. will be adjusted to help move traffic. FP&L (Florida Power & Light) will install 17 solar lights on Old San Carlos next week. He noted a solar light had been installed in the parking lot behind the Surf Shop and three would be added to Bayside Park. Director Culture, Parks & Recreation Jeff Hauge stated that FDOT (Florida Department of Transportation) needed the town council to officially approve the fireworks and the bridge closure before issuing the permit. Numerous anonymous donors contributed over $55,000.00 to the fireworks, which will be one of the best shows in Florida. The fireworks will be set off from a barge approximately 1,000 feet off of the pier.

Mayor Allers moved to approve the closure of the bridge and fireworks on December 31, 2023/January 1, 2024; second by Council Member Veach.
The motion carried unanimously.

Town Manager Hyatt congratulated Jason Freeman for completing his Master of Public Administration.
Operations and Compliance Director Frankie Kropocek reported that the town was waiting for the SRF's (State Revolving Fund) final notification before they could start working on the side streets. He noted that all the low-lying streets would be completed first and Tetra Tech would be in charge of the operation. He hoped to start in mid-January and noted the list of high-priority streets would be uploaded to the town's website.
Director Kropocek stated the trailers should be on the property by the end of the week and would be put together within five to seven days.

XIV. TOWN ATTORNEY'S ITEMS

A. Persuad Properties FL Investments, LLC

Town Attorney Vose reviewed the proposed settlement agreement and noted it was a compromise. The settlement amount was $250,000.00, with a $500,000.00 good faith payment to be deposited into a trust account with Roetzel & Andress. After notification that the funds were received, the town manager would direct inspection of the properties to ensure compliance. If compliance was maintained, the funds would be released. If a violation was

suspected, the code enforcement officer would issue a courtesy notice to correct the violation and the escrow agent would be notified. If the violation was not addressed, it would go before the Special Magistrate. The bond would be at risk and released to the town if the Special Magistrate determined a violation existed. Director Kropocek stated that the parking lot on Estero and the two properties next to the Junkanoo were in full compliance. Vice Mayor Atterholt questioned whether the tree stump next to his parking lot on his property would be removed. Director Kropocek was sure they could reach an agreement.

Terry Persaud stated that he needed a DEP (Department of Environmental Protection) permit to remove the stump, which would take six months.

Attorney Sarah Spector from Roetzel & Andress clarified that the agreement did not cover the Junkanoo property, just the two houses next to it. Council Member Veach questioned why the compliance did not match the description of what was being waived for fines and liens. Attorney Spector replied that the properties next to the Junkanoo were under contract, and they hoped to get the liens removed so Mr. Persaud could sell the properties. Council Member Veach suggested that a clause be added that if Mr. Persaud sold the properties within a year, the money would be returned to him. Town Attorney Vose did not oppose adding the clause.

Attorney Spector reviewed the history of noncompliance with the parking lot and noted the parking lot was now being used for public parking and was in compliance. Vice Mayor Atterholt questioned whether a timeline to remove the stump could be added to the agreement. Council Member Woodson suggested adding that the DEP permit had to be applied for within 30 days and the stump be removed within 30 days of receiving the permit. Mr. Persaud requested 60 days for application and 30 days after receiving the permit. Council members agreed.

Kathy Stefanski represented the Fort Myers Beach Chamber of Commerce and was grateful to Mr. Persaud for allowing them to have the Roxie trailer on his parking lot rent-free.

Annette described how Mr. Persaud helped her open her kiosk in Times Square by cleaning up properties. She stated she was grateful to him for the opportunity.

Mr. Persaud stated that he went above and beyond to create an agreement that he did not agree with, but it was time to get it done. Mayor Allers was concerned about his language and Mr. Persaud clarified that he disagreed with the monetary settlement but would comply with the agreement.

Town Attorney Vose described the lien process and noted there was no guarantee that the town would get the amount of the lien because it would have to go before a court of law to determine whether the lien was valid. She summarized the three changes discussed and Attorney Spector and Mr. Persaud agreed.

Council Member Woodson moved to approve, as amended, the three items discussed and authorize the mayor to sign once the changes were made; seconded by Council Member King.

The motion carried unanimously.

Madden Law Firm LLC

January 15, 2025

VIA EMAIL

Nancy Ann M. Stuparich
Attorney for the Town of Fort Myers Beach
Vose Law Firm
nstuparich@voselaw.com

RE: Disbursement of Settlement Agreement Escrow

Dear Ms. Stuparich:

Our firm represents Persaud Properties FL Investments LLC ("Persaud"). We have reviewed the terms of the December 27, 2023, Code Enforcement Settlement Agreement and hereby request release of the surety that was posted consistent with terms of that Settlement Agreement. A copy of the Settlement Agreement is attached hereto for your reference.

In Section 3(c) of the Settlement Agreement Persaud agreed to provide a performance bond to the Town. This condition was satisfied in the form of an Escrow Agreement with a Certificate of Deposit.

The Agreement only required the escrow for one year. That term has expired without any new code enforcement cases being filed.

We respectfully request that the appropriate document be executed by the Town of Fort Myers Beach authorizing the release of that surety so that Persaud can have use of those funds once again.

Thank you in advance for your cooperation in this matter. If you deem it appropriate, the bottom of this letter can be executed to evidence that the bank is authorized to release this escrow.

Sincerely,

Joseph M. Madden, Jr.

JMM:sh
Enclosure / cc: Client

The Town of Fort Myers Beach in response to the January 15, 2025, letter from Madden Law Firm hereby agrees to release the $500,000.00 escrow being held in conjunction with the Settlement Agreement between Persaud Properties FL Investments LLC and the Town of Fort Myers Beach dated December 27, 2023.

_____
TOWN OF FORT MYERS BEACH
BY:_____
ITS:_____
DATE:_____

2277 Main St.
Fort Myers, Florida 33901
jmadden@myfloridaattorney.com

Telephone: 239.332.2100
Facsimile: 239.332.2150

FORT MYERS BEACH CODE ENFORCEMENT
SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** ("Agreement") is entered into this 20th day of December, 2023, by and between, Persaud Properties FL Investments, LLC, a Florida limited liability company, ("Persaud") and the Town of Fort Myers Beach ("Town"), and collectively Persaud and Town are referred to herein as the "Parties."

RECITALS

WHEREAS, Persaud is the current owner of certain parcels of real property located at 1028 Estero Boulevard (STRAP Number 24-46-23-W3-00017.0000) and 1046 Estero Boulevard (STRAP Number 24-46-23-W3-00016.0000) (collectively referred to herein as the "Sunset Beach Properties"); and

WHEREAS, all violations on the Sunset Beach Properties have been abated, and there are no existing violations on the Sunset Beach Properties; and

WHEREAS, Town filed seven (7) code enforcement liens against Persaud, as a result of Persaud's noncompliance with Fort Myers Beach Code on one or more of the Sunset Beach Properties, which are summarized on Exhibit "A" and collectively referred to herein as the "Liens"; and

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days from the date of the Special Magistrate's written order to correct the violation as directed by the Special Magistrate. Only if the violation is not corrected within these seven (7) days, as determined by the Special Magistrate, will it be found that Persaud is in violation of this Agreement (the "Verified Violation") and the Good Faith Payment shall be forfeited to the Town. Persaud is entitled to a refund of the Good Faith Payment if there have been no Verified Violations as of the one (1) year anniversary of the date this Agreement is approved by Town Council.

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[Signatures on following pages.]

WHEREFORE, this Agreement is entered into as of the date of last execution below.

Persaud Properties FL Investments, LLC

By: _____
TJS, Manager

Signature of Witness # 1

Kat Kalish
Print or type name

Signature of Witness #2

CRISTIAN MINO
Print or type name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 21 day of December, 2023, by Jerry Persaud, Manager, of Persaud Properties FL Investments, LLC, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

TINA ALLEN
MY COMMISSION # HH 396645
EXPIRES: June 1, 2027

Notary Public
Tina Allen
Name typed, printed or stamped
My Commission Expires: June 1, 2027

FORT MYERS BEACH, FLORIDA

Dan Allers, Mayor

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 3rd day of January, 2024, by Dan Allers, Mayor, Town of Fort Myers Beach, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

AMY J. BAKER
MY COMMISSION # HH 241709
EXPIRES: June 12, 2026

Notary Public
Amy J. Baker
Name typed, printed or stamped
My Commission Expires: 6/12/24

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

EXHIBIT "A"
LIENS

	Case Number	Violation Address	Lien Recording Information
1	CE17-0659	1046 Estero Boulevard	2019000067153
2	CE17-0707	1046 Estero Boulevard	2019000136816
3	CE18-0234	1028 Estero Boulevard	2019000067165
4	CE18-0235	1046 Estero Boulevard	2019000067117
5	CE18-0446	1046 Estero Boulevard	2020000038310
6	CE20-0017	1046 Estero Boulevard	2020000061959 2021000069005
7	CE20-0018	1028 Estero Boulevard	2020000061962 2021000098193

EXHIBIT "B"
PENDING FINES

	Case Number	Violation Address	Order Recording Information
1	20220462	1028 Estero Boulevard	2022000239193
2	20220652	1046 Estero Boulevard	2022000239107
3	20220655	1046 Estero Boulevard	2022000239209

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Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-144**

1. **Request:**

Meeting Date: February 3, 2025

Approve a Settlement Agreement concluding litigation styled Leo J. DiBiasi, Trustee of the Leo J. DiBiasi and Valeria J. DiBiasi Revocable Living Trust v. Town of Fort Myers Beach (Fla. 20th Judicial Circuit 23-CA-005377) as reached agreed to on December 16, 2024 based on mediated terms and conditions.

Why the action is necessary:

Resolution of pending litigation

What the action accomplishes:

Resolution of pending litigation

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
TOWN ATTORNEY'S ITEMS	Other	Nancy Stuparich, Town Attorney

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5. **Background:**

This case, Leo J. DiBiasi, Trustee of the Leo J. Dibiasi and Valerie J. DiBiasi Revocable Living Trust v. Town of Fort Myers Beach (Fla. 20th Judicial Circuit 23-CA-005377), involved the Town's removal of a ramp and construction of drainage infrastructure on the DiBiasi property. On December 4, 2024, a mediation was held between the parties. Chris Stearns, Esquire represented the Town on behalf of the Town's liability carrier. Town Manager Andrew Hyatt and Town Attorney Nancy Stuparich also participated in the mediation.

The Town Council tentatively agreed to a settlement, subject to final approval of a settlement agreement to be approved by the Town Council, of payment in the amount of $85,000 in exchange for an easement to allow the Town's drainage infrastructure to remain in its present location. The settlement agreement formalizes this prior approval and provides greater detail regarding the implementation of its terms. A copy of the settlement agreement will be provided prior to or at the February 3, 2025 public meeting for final approval.

Attachments:

Financial Impact:

6. **Alternative Action**

Approve or deny tentative terms

7. **Management Recommendations:**

8. **Recommended Approval:**

nancy stuparich, Town Attorney	Created/Initiated - 1/21/2025
nancy stuparich, Town Attorney	Approved - 1/27/2025
Amy Baker, Town Clerk	Approved - 1/27/2025
Andy Hyatt, Town Manager	Final Approval - 1/27/2025