Fort Myers Beach Town Council

Town Hall Council Chambers
6231 Estero Boulevard
Fort Myers Beach, FL 33931

Agenda **Monday, November 17, 2025** **9:00 AM**

ORDER OF BUSINESS

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACCEPTANCE OF CERTIFIED ELECTION RESULTS

A. Resolution 25-322; Certification of Results of the November 4, 2025 Recall Election

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING THE CERTIFIED RESULTS OF THE NOVEMBER 4, 2025 RECALL ELECTION FROM THE LEE COUNTY CANVASSING BOARD; STAYING THE PUBLIC RESULTS OF THE RECALL ELECTION AS TO COUNCIL MEMBER JOHN KING AND RECALLING COUNCIL MEMBER KAREN WOODSON; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Resolution 25-323; Certification of Results of Election to Fill Vacant Seats

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING THE CERTIFIED RESULTS OF THE NOVEMBER 4, 2025 ELECTION OF REBECCA LINK TO FILL THE VACANT SEAT RESULTING FROM THE RECALL ELECTION OF COUNCIL MEMBER KAREN WOODSON; AND PROVIDING AN EFFECTIVE DATE.

V. INAUGURATION

A. Oath of Office

Swearing in of Rebecca Link as a Town of Fort Myers Beach Council Member

VI. REORGANIZATION OF COUNCIL OF NEWLY ELECTED OFFICIALS

A. Council Members; Elections

Selection of Mayor and Vice-Mayor Pursuant to Sections 4.02 and 4.03 of the Town of Fort Myers Beach Charter

VII. APPROVAL OF FINAL AGENDA

VIII. PUBLIC COMMENT

IX. PRESENTATIONS

A. Strategic Planning
An update on the Strategic Plan

X. LOCAL ACHIEVEMENTS AND RECOGNITIONS

XI. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

A. Public Safety Committee (PSC)
Discussion on current projects, prospective topics for consideration, and guidance on future priorities.

B. Anchorage Advisory Committee (AAC)
Discussion on current projects, prospective topics for consideration, and guidance on future priorities.

XII. APPROVAL OF MINUTES

A. Town Council - October 20, 2025

B. Town Council - November 3, 2025

XIII. CONSENT AGENDA

XIV. ITEMS REMOVED FROM CONSENT AGENDA

XV. PUBLIC HEARINGS

A. Ordinance 25-21: CPD20250188, 1668 I Street, Additional Signage (Beach Bar)
This quasi-judicial agenda item is a 1st Reading and Public Hearing on proposed Ordinance 25-21. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for December 15, 2025 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING/APPROVING WITH CONDITIONS/ DENYING AN AMENDMENT TO THE COMMERCIAL PLANNED DEVELOPMENT (CPD) APPROVED BY ORDINANCE 24-18 FOR THE PROPERTY LOCATED AT 1668 I STREET, FORT MYERS BEACH, GENERALLY IDENTIFIED AS STRAP NUMBER 19-46-24-W4-0070B.0110 IN FORT MYERS BEACH; PROVIDING FOR AMENDMENT TO THE DEVIATIONS TO INCLUDE A DEVIATION TO ALLOW THREE SIGNS OF TOTAL 108 SQUARE FEET WHERE A MAXIMUM ONE SIGN OF 32 SQUARE FEET IS PERMITTED; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

B. Ordinance 25-22; CPD 20250201- Cottages at Myerside

This quasi-judicial agenda item is a 1st Reading and Public Hearing on proposed Ordinance 25-22. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for December 15, 2025 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING/APPROVING WITH CONDITIONS/ DENYING AN AMENDMENT TO THE COMMERCIAL PLANNED DEVELOPMENT (CPD) APPROVED BY ORDINANCE 24-15 FOR THE PROPERTY LOCATED AT 125, 131-151 SCHOOL STREET AND 2661-2681 ESTERO BLVD., FORT MYERS BEACH, GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W3-0020C.0230; 19-46-24-W3-0020C.0270; 19-46-24-W3-0020C.0290 IN FORT MYERS BEACH; PROVIDING FOR REVISIONS TO THE SCHEDULE OF PERMITTED USES TO INCLUDE OUTDOOR CONSUMPTION OF ALCOHOLIC BEVERAGES ON THE PROPERTY AS A USE ASSOCIATED WITH THE APPROVED HOTEL AND RESTAURANT USES; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

C. Ordinance 25-19; DA20250186, 50 Old San Carlos

This quasi-judicial agenda item is a 1st Reading and Public Hearing on proposed Ordinance 25-19. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for December 15, 2025 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING OR DENYING A HOME RULE DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 50 OLD SAN CARLOS BOULEVARD, FORT MYERS BEACH, FL, STRAP NOS. 24-46-23-W3-00208.002A OWNED BY CARLOS L. CHAVEZ AS TRUSTEE FOR THE CARLOS L. CHAVEZ TRUST, 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 24-247 FOR THE PURPOSE OF REDEVELOPMENT OF THE PROPERTY TO ALLOW A MIXED USE DEVELOPMENT WITH COMMERCIAL AT THE OPEN GROUND LEVEL AND SINGLE FAMILY RESIDENTIAL ABOVE.; 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.

D. Resolution 25-320; SEZ20250228, 1741 Estero Blvd (The Goodz)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20250228 TO ALLOW CONSUMPTION ON PREMISES (COP) IN THE OUTDOOR PATIO AT THIRD FLOOR WITHIN 500 FEET OF DWELLING UNITS FOR THE PROPERTY LOCATED AT 1741 ESTERO BLVD. GENERALLY IDENTIFIED AS STRAP NUMBER 19-46-24-W4-0080B.0010; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Ordinance 25-24, Impact Fee Study and Land Development Code Text Amendment to Article IV Impact Fees

This legislative agenda item is a Second Reading and Public Hearing on proposed Ordinance 25-24

AN ORDINANCE OF THE TOWN COUNCIL OF FORT MYERS BEACH, FLORIDA ADOPTING AN IMPACT FEE STUDY DATED AUGUST 25, 2025 AND PREPARED BY AXIS INFRASTRUCTURE AND DP GUTHRIE LLC; AMENDING ARTICLE IV ENTITLED "IMPACT FEES" IN CHAPTER 2 ENTITLED ADMINISTRATION OF THE TOWN OF FORT MYERS BEACH CODE OF ORDINANCES TO 1) INCORPORATE UPDATED INFORMATION CONTAINED IN THE REFERENCED IMPACT FEE STUDY, 2) REDUCE THE NUMBER OF IMPACT FEE CATEGORIES AND SPECIFIC USES, 3) CHANGE THE METHOD OF CALCULATION OF FEES FOR SINGLE FAMILY HOMES FROM PER DWELLING TO SQUARE FOOTAGE RANGE TO REFLECT THE TYPICAL IMPACT OF LARGER HOMES, 4) REDUCE THE AMOUNT OF FEES BASED ON UPDATED POPULATION AND PROJECT EXPECTATIONS, AND 5) PROVIDING FOR AN UPDATE EVERY FOUR (4) YEARS PAYABLE FROM COLLECTED IMPACT FEES; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

F. Ordinance 24-10: Adoption Hearing Comprehensive Plan

This legislative agenda item is a Second Reading and Public Hearing on proposed Ordinance 24-10

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING THE TOWN OF FORT MYERS BEACH COMPREHENSIVE PLAN IN ITS ENTIRETY, PURSUANT TO 163.3184 (3), FLORIDA STATUTES; PROVIDING FOR ADOPTION OF THE TOWN OF FORT MYERS BEACH COMPREHENSIVE PLAN 2045, INCLUDING AMENDMENTS TO THE FUTURE LAND USE ELEMENT AND THE FUTURE LAND USE MAP, THE COMMUNITY DESIGN ELEMENT, THE TRANSPORTATION ELEMENT, THE HOUSING ELEMENT, THE

HISTORIC PRESERVATION ELEMENT, THE UTILITIES ELEMENT, THE CONSERVATION ELEMENT, THE COASTAL MANAGEMENT ELEMENT, THE RECREATION, & OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENTS ELEMENT, AND THE PROPERTY RIGHTS ELEMENT; INCLUSIVE OF ALL ASSOCIATED TABLES, EXHIBITS AND MAPS; AUTHORIZING FINDINGS AND ADMINISTRATIVE ACTIONS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR EFFECTIVE DATE.

G. Ordinance 25-27; Certified Recovery Residences

This legislative agenda item is a 1st Reading and Public Hearing on proposed Ordinance 25-27. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for December 1, 2025 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA: 1) ESTABLISHING PROCEDURES FOR THE REVIEW AND APPROVAL OF APPLICATIONS FOR REASONABLE ACCOMMODATIONS NEEDED TO OPERATE CERTIFIED RECOVERY RESIDENCES FROM EXISTING LAND USE REGULATIONS IN NEW SECTION 34-204 IN DIVISION 4 "APPLICATIONS AND PROCEDURES" OF ARTICLE II "ZONING DISTRICTS STANDARDS AND NONCONFORMITIES" OF CHAPTER 34, AS MANDATED BY SECTION 397.487(15)(A), FLORIDA STATUTES; AND 2) AMENDING SECTION 34-232 "REQUIRED HEARINGS" OF DIVISION 5 "PUBLIC HEARINGS AND REVIEW" OF ARTICLE II "ZONING PROCEDURES" OF CHAPTER 34 "ZONING DISTRICTS, DESIGN STANDARDS AND NONCONFORMITIES" TO REQUIRE ONLY ONE PUBLIC HEARING BEFORE THE LOCAL PLANNING AGENCY ("LPA") FOR APPROVAL OF APPLICATIONS FOR REASONABLE ACCOMMODATIONS TO OPERATE A CERTIFIED RECOVERY RESIDENCE AS PROVIDED IN SECTION 34-204, IF THE DECISION BY ELIGIBLE MEMBERS OF THE LPA IS UNANIMOUS AND THE TOWN CLERK DOES NOT RECEIVE A REQUEST FOR AN ADDITIONAL PUBLIC HEARING BEFORE THE TOWN COUNCIL FROM ANYONE, INCLUDING TOWN STAFF, WITHIN 10 DAYS AFTER THE LPA DECISION; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE.

XVI. ADMINISTRATIVE AGENDA

A. Resolution 25-300; Charter Review Commission (Unexcused absences)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AMENDING AND RESTATING RESOLUTION 25-300 TO INCLUDE GUIDANCE REGARDING UNEXCUSED ABSENCES OF ANY INDIVIDUAL SERVING ON THE TOWN OF FORT MYERS BEACH CHARTER REVIEW COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

B. Resolution 25-321, RFQ-24-06-AD Misc. Ongoing Professional Services (Additional 5 Firms)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING 5 INDIVIDUAL PROFESSIONAL SERVICE AGREEMENT WITH THE FOLLOWING FIRMS, WHICH WERE NEGOTIATED BY TOWN STAFF AS DIRECTED BY THE TOWN COUNCIL ON AUGUST 18, 2025 IN RESPONSE TO RFQ-24-06-AD ENTITLED "ONGOING MISCELLANEOUS PROFESSIONAL SERVICES": 1) BLOT ENGINEERING, INC. 2) FOREFRONT ARCHITECTURE AND ENGINEERING, LLC 3) PROFESSIONAL SERVICES INDUSTRIES, INC. 4) RG ARCHITECTS, P.A, 5) RWA ENGINEERING; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH EACH OF THE TOP RANKED FIRMS FOR EACH CATEGORY OF WORK WITHIN THE REQUEST FOR QUALIFICATIONS AND WHICH WERE SUCCESSFULLY NEGOTIATED; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Resolution 25-325, FY25 Year-End Budget Adj & Ratification of $403 NTE For Scully's Alum Boat

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, APPROVING A YEAR-END BUDGET ADJUSTMENT FOR FISCAL YEAR 2025; RATIFYING A $403.00 INCREASE IN THE NOT-TO-EXCEED AMOUNT FROM $120,778.00 to $121,181.00 FOR THE PURCHASE OF AN ALUMINUM BOAT FROM SCULLY'S ALUMINUM BOATS, INC; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution 25-327, Special Event: 35th Annual American Sand Sculpting Championships

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING DURING THE AMERICAN SAND SCULPTING CHAMPIONSHIPS FROM 10:00 AM THURSDAY, NOVEMBER 20, 2025 TO 5 PM MONDAY, NOVEMBER 24, 2025: 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) DIRECTING NON-ENFORCEMENT OF THE NOISE ORDINANCE; 4) WAIVING PARKING FEES AT PALM AVENUE BEACH ACCESS PARKING LOT FOR A STAGING AREA (APPROXIMATELY 15 SPACES) PENDING ALL REQUIRED SAFETY APPROVALS; AND PROVIDING AN EFFECTIVE DATE.

XVII. FINAL PUBLIC COMMENT

XVIII. TOWN MANAGER'S ITEMS

A. Fort Myers Beach Elementary

Update on Conflict Resolution Discussion with the Lee County School District on November 5, 2025

XIX. TOWN ATTORNEY'S ITEMS

A. Resolution 25-324; First Amendment to Lee County School Board ILA

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT DATED MAY 15, 2023 BY AND BETWEEN THE TOWN OF FORT MYERS BEACH AND THE SCHOOL BOARD OF LEE COUNTY, FLORIDA TO SUSPEND ACTIVITIES OF THE AD HOC COMMITTEE DURING CHAPTER 164 MEETINGS BETWEEN THE TOWN AND THE SCHOOL BOARD OF LEE COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

XX. COUNCILMEMBERS ITEMS AND REPORTS

A. Advisory Committees

Selection of Town Council Members to Serve as Representatives to the Town's six Advisory Boards/Committees

B. Outside Committees

Designation of a Council representative and alternate to the seven outside committees on which Council members have previously served.

XXI. 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: **2026-111**

1. **Request:**

Meeting Date: November 17, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING THE CERTIFIED RESULTS OF THE NOVEMBER 4, 2025 RECALL ELECTION FROM THE LEE COUNTY CANVASSING BOARD; STAYING THE PUBLIC RESULTS OF THE RECALL ELECTION AS TO COUNCIL MEMBER JOHN KING AND RECALLING COUNCIL MEMBER KAREN WOODSON; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

This action follows the election requirements of the Town Charter.

What the action accomplishes:

This action effectuates the Town election of November 4, 2025, as required by the Town Charter.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ACCEPTANCE OF CERTIFIED ELECTION RESULTS	Resolution	Amy Baker, Town Clerk

5. **Background:**

Attachments:

1. 25-322, Certifying Results of Recall Election
2. Exhibit A - 2025 TFMB Recall Official Results Cert iss. 11072025

Financial Impact:

6. **Alternative Action**

There is no alternative action which is compliant with the Town Charter.

7. **Management Recommendations:**

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 11/6/2025
nancy stuparich, Town Attorney	Approved - 11/8/2025
Joe Onzick, Finance Director	Approved - 11/10/2025
Amy Baker, Town Clerk	Approved - 11/10/2025
William McKannay, Town Manager	Final Approval - 11/10/2025

RESOLUTION NUMBER 25-322

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING THE CERTIFIED RESULTS OF THE NOVEMBER 4, 2025 RECALL ELECTION FROM THE LEE COUNTY CANVASSING BOARD; STAYING THE ELECTION RESULTS OF THE RECALL ELECTION AS TO COUNCIL MEMBER JOHN KING PENDING APPEAL AND RECALLING COUNCIL MEMBER KAREN WOODSON; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Charter provides for the recall of elected officials pursuant to applicable provisions of state law; and

WHEREAS, pursuant to the above authority and Section 100.361, Florida Statutes, a recall election was ordered by the Chief Judge of the 20th Judicial Circuit to be held on November 4, 2025, for the purpose of allowing the qualified electors of the Town of Fort Myers Beach to determine whether Council Member John R. King and Council Member Karen Woodson should be recalled from office; and

WHEREAS, on November 3, 2025, Judge Kyle S. Cohen issued an Order Granting in Part and Denying in Part King's Emergency Motion in John King v. William Veach, as Chair of the Committee for the Recall of John King, Case No. 25-CA-3383, in the Circuit Court of the 20th Circuit in and for Lee County, Florida; and

WHEREAS, Judge Cohen's Order stated "[t]he results of the November 4, 2025 election shall be stayed pending appeal as it relates to King…[and t]he election results will not be sealed but will remain publicly available at all times.'; and

WHEREAS, the Town Council received certified results from the Lee County Canvassing Board as set forth in Exhibit A; and

WHEREAS, acceptance of the certified results from the Lee County Canvassing Board as valid is required as provided by law.

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.

Section 2. The Town Council acknowledges and accepts the outcome of the November 4, 2025 Recall Election as certified by the Lee County Canvassing Board and the recall of Council Member Karen Woodson and stays the election results of the Recall Election regarding the recall of John King, although made public, as directed by Judge Cohen.

Section 3. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was 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	RECALLED

ADOPTED this 17th day of November 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:

_____
Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of November 2025.

****Official Results****

CERTIFICATE OF COUNTY CANVASSING BOARD

MUNICIPAL ELECTION

TOWN OF FORT MYERS BEACH

SPECIAL RECALL ELECTION

November 4, 2025

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

We, the undersigned, LINDSAY GARZA, County Judge, BRIAN HAMMAN, County Commissioner, and TOMMY DOYLE, Supervisor of Elections, constituting the Board of Canvassers in and for said Town, do hereby certify that we met on the Seventh day of November, A.D., 2025 and proceeded publicly to canvass the votes given for the Proposed Recall Election specified herein at the **Town of Fort Myers Beach Special Recall Election** held on the Fourth day of November, A.D., 2025, as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

Town of Fort Myers Beach
Special Recall Election
November 04, 2025

Shall John R. King be removed from the office of Town of Fort Myers Beach Town Council Member by recall?

John R. King should be removed from office.	1,037	votes
John R. King should not be removed from office.	609	votes

Shall Karen Woodson be removed from the office of Town of Fort Myers Beach Town Council Member by recall?

Karen Woodson should be removed from office.	1,048	votes
Karen Woodson should not be removed from office.	600	votes

Signed this Seventh day of November, A.D., 2025:

County Judge, LINDSAY GARZA

County Commissioner, BRIAN HAMMAN

Lee County Supervisor of Elections, TOMMY DOYLE

****Official Results****

CERTIFICATE OF COUNTY CANVASSING BOARD

MUNICIPAL ELECTION

TOWN OF FORT MYERS BEACH

SPECIAL RECALL ELECTION

November 4, 2025

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

We, the undersigned, LINDSAY GARZA, County Judge, BRIAN HAMMAN, County Commissioner, and TOMMY DOYLE, Supervisor of Elections, constituting the Board of Canvassers in and for said Town, do hereby certify that we met on the Seventh day of November, A.D., 2025 and proceeded publicly to canvass the votes given for the office and persons herein specified at the **Town of Fort Myers Beach Special Recall Election** held on the Fourth day of November, A.D., 2025, as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For Town of Fort Myers Beach, Town Council, the whole number of votes cast was 2,473 of which:

Tom Brady (NON)	received	1,042	votes
Rebecca Link (NON)	received	1,053	votes
Ed Rood (NON)	received	378	votes

Signed this Seventh day of November, A.D., 2025:

County Judge, LINDSAY GARZA

County Commissioner, BRIAN HAMMAN

Lee County Supervisor of Elections, TOMMY DOYLE

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-113**

1. **Request:**

Meeting Date: November 17, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING THE CERTIFIED RESULTS OF THE NOVEMBER 4, 2025 ELECTION OF REBECCA LINK TO FILL THE VACANT SEAT RESULTING FROM THE RECALL ELECTION OF COUNCIL MEMBER KAREN WOODSON; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**
ACCEPTANCE OF CERTIFIED ELECTION RESULTS

3. **Requirement/Purpose:**
Resolution

4. **Submitter of Information:**

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5. **Background:**

Attachments:
1. 25-323, Certifying results of Recall Election to fill vacant seats (3)
2. Exhibit A to Res. 25-323 Vacant Seat Election Results

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 11/6/2025
nancy stuparich, Town Attorney	Approved - 11/8/2025
Joe Onzick, Finance Director	Approved - 11/10/2025
Amy Baker, Town Clerk	Approved - 11/10/2025
William McKannay, Town Manager	Final Approval - 11/10/2025

RESOLUTION NUMBER 25-323

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING THE CERTIFIED RESULTS OF THE NOVEMBER 4, 2025 ELECTION OF REBECCA LINK TO FILL THE VACANT SEAT RESULTING FROM THE RECALL ELECTION OF COUNCIL MEMBER KAREN WOODSON; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the State Constitution and Chapter 166, Florida Statutes provide that municipalities have the governmental, corporate, and proprietary powers to conduct municipal government, perform municipal functions, render municipal services, 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, an election was held on November 4,2025 to fill a vacant seat on the Town of Fort Myers Beach Town Council in the event the results of a Recall Election on November 4, 2025 resulted in the recall of Council Member Karen Woodson; and

WHEREAS, the Town Council has adopted Resolution 25-322 accepting the results of the Lee County Canvassing Board's certification of the Recall Election, which has created a vacancy on the Town Council; and

WHEREAS, the Town Council received certified results from the Lee County Canvassing Board as set forth in Exhibit A related to the November 4, 2025 election to fill any vacant seat resulting from the November 4, 2025 recall election; and

WHEREAS, acceptance of the certified results from the Lee County Canvassing Board as valid is required as provided by law.

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.

Section 2. The Town Council acknowledges and accepts the outcome of the November 4, 2025 Election as certified by the Lee County Canvassing Board identifying Rebecca Link as the newly elected member of the Town of Fort Myers Beach Town Council.

Section 3. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was 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	RECALLED

ADOPTED this 17th day of November 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:

_____
Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of November 2025.

****Official Results****

CERTIFICATE OF COUNTY CANVASSING BOARD

MUNICIPAL ELECTION

TOWN OF FORT MYERS BEACH

SPECIAL RECALL ELECTION

November 4, 2025

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

We, the undersigned, LINDSAY GARZA, County Judge, BRIAN HAMMAN, County Commissioner, and TOMMY DOYLE, Supervisor of Elections, constituting the Board of Canvassers in and for said Town, do hereby certify that we met on the Seventh day of November, A.D., 2025 and proceeded publicly to canvass the votes given for the Proposed Recall Election specified herein at the **Town of Fort Myers Beach Special Recall Election** held on the Fourth day of November, A.D., 2025, as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

Town of Fort Myers Beach
Special Recall Election
November 04, 2025

Shall John R. King be removed from the office of Town of Fort Myers Beach Town Council Member by recall?

John R. King should be removed from office.	1,037	votes
John R. King should not be removed from office.	609	votes

Shall Karen Woodson be removed from the office of Town of Fort Myers Beach Town Council Member by recall?

Karen Woodson should be removed from office.	1,048	votes
Karen Woodson should not be removed from office.	600	votes

Signed this Seventh day of November, A.D., 2025:

County Judge, LINDSAY GARZA

County Commissioner, BRIAN HAMMAN

Lee County Supervisor of Elections, TOMMY DOYLE

****Official Results****

CERTIFICATE OF COUNTY CANVASSING BOARD

MUNICIPAL ELECTION

TOWN OF FORT MYERS BEACH

SPECIAL RECALL ELECTION

November 4, 2025

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

We, the undersigned, LINDSAY GARZA, County Judge, BRIAN HAMMAN, County Commissioner, and TOMMY DOYLE, Supervisor of Elections, constituting the Board of Canvassers in and for said Town, do hereby certify that we met on the Seventh day of November, A.D., 2025 and proceeded publicly to canvass the votes given for the office and persons herein specified at the **Town of Fort Myers Beach Special Recall Election** held on the Fourth day of November, A.D., 2025, as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For Town of Fort Myers Beach, Town Council, the whole number of votes cast was 2,473 of which:

Tom Brady (NON)	received	1,042	votes
Rebecca Link (NON)	received	1,053	votes
Ed Rood (NON)	received	378	votes

Signed this Seventh day of November, A.D., 2025:

County Judge, LINDSAY GARZA

County Commissioner, BRIAN HAMMAN

Lee County Supervisor of Elections, TOMMY DOYLE

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2025-691**

1. **Request:**

Meeting Date: November 17, 2025

An update on the Strategic Plan

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**
PRESENTATIONS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

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5. **Background:**

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 10/24/2025
nancy stuparich, Town Attorney	Approved - 10/27/2025
Amy Baker, Town Clerk	Approved - 10/29/2025
William McKannay, Town Manager	Final Approval - 10/29/2025

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-62**

1. **Request:**

Meeting Date: November 17, 2025

Discussion on current projects, prospective topics for consideration, and guidance on future priorities.

Why the action is necessary:

This discussion allows the Town Council to provide guidance and direction to the Public Safety Committee for FY 2025–26, ensuring that committee priorities align with Council goals and Town needs.

What the action accomplishes:

The Public Safety Committee (PSC) will meet with Town Council to discuss priorities and receive direction for FY 2025–26.

2. **Agenda:**

ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

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5. **Background:**

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Lizzette Roman, Town Clerk Administrative Coordinator	Created/Initiated - 10/28/2025
nancy stuparich, Town Attorney	Approved - 10/28/2025
Amy Baker, Town Clerk	Approved - 10/29/2025
William McKannay, Town Manager	Final Approval - 10/29/2025

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-63**

1. **Request:**

Meeting Date: November 17, 2025

Discussion on current projects, prospective topics for consideration, and guidance on future priorities.

Why the action is necessary:

This discussion allows the Town Council to provide guidance and direction to the Anchorage Advisory Committee for FY 2025–26, ensuring that committee priorities align with Council goals and Town needs.

What the action accomplishes:

2. **Agenda:**

ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

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5. **Background:**

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Lizzette Roman, Town Clerk Administrative Coordinator	Created/Initiated - 10/24/2025
nancy stuparich, Town Attorney	Approved - 10/27/2025
Amy Baker, Town Clerk	Approved - 10/28/2025
William McKannay, Town Manager	Final Approval - 10/28/2025

Fort Myers Beach Town Council

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

Minutes **Monday, October 20, 2025** **9:00 AM**

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ORDER OF BUSINESS

I. CALL TO ORDER

Members present: Chair Dan Allers, Vice Chair Jim Atterholt, Council Members John King, Scott Safford and Karen Woodson.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

The item under Town Attorney's Items was removed from the agenda.
Council Member King moved to approve the amended final agenda, seconded by Council Member Woodson.
The motion carried unanimously.

V. PUBLIC COMMENT

No comments.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Safford recognized staff for the grand opening of Bay Oaks. He singled out Community Services Director Jeff Hauge and his team.
Council Member Woodson recognized the entire team for the progress they had made in the building since February.
Vice Mayor Atterholt commended Kim Ryan from Beach Talk Radio, Anchorage Advisory Committee Chair Chris King and Harbormaster Curtis Ludwig for the boat tour on Saturday that showcased the Mooring Field and facilities. He also watched the VFW event and congratulated everyone involved. He recognized Environmental Projects Manager Chadd Chustz and others for the beach plantings. He announced that he would not be seeking the position of Vice Mayor next month.
Council Member King said that the Vice Mayor did an excellent job and he appreciated his passion and hard work. He addressed wearing pink in support of Breast Cancer Awareness Month and mentioned those who were affected by the disease. He noted the VFW event was great and acknowledged the mayor's role.

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He thanked Beach Talk Radio and those who supported the veterans and saved the post. He thanked Town Manager Will McKannay regarding the article he wrote about rebuilding the beach school.
Mayor Allers noted that about $75,000 was raised to save the VFW. He shared a story from a gentleman who spoke at the event.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

A. Cultural and Environmental Learning Center Advisory Board (CELCAB)
Appointment of Members to the FY26 Cultural and Environmental Learning Center Advisory Board
Town Clerk Amy Baker noted that Carolyn McKeown was left off the ballot and the vote had to be redone. There are six applicants and four vacancies. Ellen Vaughan, Carolyn McKeown, Rebecca Warner and Lorrie Wolf received the most votes.
Council Member King moved to rescind the previous election appointments and appoint the above individuals to the committee, seconded by Vice Mayor Atterholt.
The motion carried unanimously.

B. Marine & Environmental Resources Task Force (MERTF) Report
Chair Dave Nusbaum reported on presentations in August and September and the resulting votes on recommendations. There will be a hazardous material collection day on February 4, 2026, at Bay Oaks. The event is free and details will follow. MERTF voted to purchase and distribute trees on Arbor Day in April. Chair Nusbaum asked the town council to approve two recipients for the Mulholland Award since it was not awarded last year. First, Bill Bronson and Mitch Fusek, co-founders of Tunaskin, for being stewards of the island and for sponsoring beach cleanups over the years. The second is Mary Rose Spalletta, for her years of involvement and service to the community.

Mayor Allers moved to accept the two recipients of the Mulholland Award, seconded by Council Member King.
The motion carried unanimously.

VIII. APPROVAL OF MINUTES

A. Town Council - October 6, 2025
Council Member King moved to approve the minutes, seconded by Council Member Woodson.
The motion carried unanimously.

IX. CONSENT AGENDA

X. ITEMS REMOVED FROM CONSENT AGENDA

XI. PUBLIC HEARINGS

A. Ordinance 25-24, Impact Fee Study and Land Development Code Text Amendment to Article IV Impact Fees

This legislative agenda item is a First Reading and Public Hearing on proposed Ordinance 25-24. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for November 17, 2025 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN COUNCIL OF FORT MYERS BEACH, FLORIDA ADOPTING AN IMPACT FEE STUDY DATED AUGUST 25, 2025 AND PREPARED BY AXIS INFRASTRUCTURE AND DP GUTHRIE LLC; AMENDING ARTICLE IV ENTITLED "IMPACT FEES" IN CHAPTER 2 ENTITLED ADMINISTRATION OF THE TOWN OF FORT MYERS BEACH CODE OF ORDINANCES TO 1) INCORPORATE UPDATED INFORMATION CONTAINED IN THE REFERENCED IMPACT FEE STUDY, 2) REDUCE THE NUMBER OF IMPACT FEE CATEGORIES AND SPECIFIC USES, 3) CHANGE THE METHOD OF CALCULATION OF FEES FOR SINGLE FAMILY HOMES FROM PER DWELLING TO SQUARE FOOTAGE RANGE TO REFLECT THE TYPICAL IMPACT OF LARGER HOMES, 4) REDUCE THE AMOUNT OF FEES BASED ON UPDATED POPULATION AND PROJECT EXPECTATIONS, AND 5) PROVIDING FOR AN UPDATE EVERY FOUR (4) YEARS PAYABLE FROM COLLECTED IMPACT FEES; 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. Community Development Planner Jason Green reviewed the background of the item as stated on the blue sheet. He introduced subconsultant Dwayne Guthrie from DP Guthrie. Mr. Guthrie utilized PowerPoint for his presentation. He described impact fees. Slides included Current Impact Fee Schedule and Recommended Changes, Proposed Methods and Ten-Year Capital Improvements Plan (CIP), Parks and Recreation Impact Fees, Transportation Impact Fees, Impact Fees for Administrative Costs and Total Impact Fees.

Mr. Guthrie explained the semantics of mobility fees. Planner Green distributed examples of calculations for a previous project and a new development. Vice Mayor Atterholt clarified that the Lee County School District would benefit from Fort Myers Beach's rebuilding, regardless of whether a school was on the beach.

Finance Director Joe Onzick expressed concern about how they would come up with the town's share. He appreciated all the work that went into the study. Town Attorney Stuparich noted the proposed fees did not appear to create an issue with SB 180.

Planner Green indicated that the town council may want to consider delaying the collection of the fees to align with the new fee schedule, given the 90-day

wait period. There will be a few developments that will fall between the 90-day window. If they can wait until the 90-day period ends, the proposed fees will be lower. Town Attorney Stuparich will look into it before the second reading.
Planner Green and Mr. Guthrie explained why the impact fees were lower. Vice Mayor Atterholt discussed contributing about $30 million annually to a beach school that was not open and how the Lee County School District applied to FEMA (Federal Emergency Management Agency) for disaster relief, received the funds for the school and then reallocated them for other purposes.
Mr. Guthrie explained that impact fee funds could not be used for emergency purposes.
No public comment.

Council Member King moved to move this ordinance to a second hearing on November 17 at 9:00 a.m., seconded by Council Member Safford.
The motion carried unanimously by roll call vote.

XII. ADMINISTRATIVE AGENDA

A. Special Event - Lanters of the Island Procession a/k/a Illumination Parade
What's Up FMB, Inc is asking for approval for Lanterns of the Island procession (Illumination Parade) to be held on November 15, 2025
Dawn Miller played a video of Sanibel's parade and asked permission to hold one from Bayside Park to Tunaskin. Council Member Woodson clarified that the lanterns were battery-operated and would not be released. Ms. Miller noted that details and the sign-up link were on the What's Up FMB Facebook page.

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

B. 25-300, Charter Review Commission Role of Alternates
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, PROVIDING DIRECTION TO THE TOWN OF FORT MYERS BEACH CHARTER REVIEW COMMISSION REGARDING THE ROLE OF ALTERNATES TO THE COMMISSION WHO WERE APPOINTED BY THE TOWN COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.
Mayor Allers read the title of the resolution. Town Attorney Stuparich explained that the role of the alternates was not clear and she reviewed the guidelines included in the resolution.

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

C. Resolution 25-301, Axis Infrastructure STA #1 FY25-26 Services

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING A SUPPLEMENTAL TASK AUTHORIZATION #1 WITH AXIS INFRASTRUCTURE, LLC IN AN AMOUNT NOT TO EXCEED $280,000.00 TO PROVIDE TECHNICAL SUPPORT, GIS, AND SPECIAL PROJECT MANAGEMENT FOR THE 2025-26 FISCAL YEAR EFFECTIVE OCTOBER 1, 2025; AUTHORIZING THE TOWN MANAGER TO SIGN THE AGREEMENT; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Council Member Safford verified that the funds were available.

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

D. Resolution 25-302, STA #14 Coastal Engineering Consultants

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUPPLEMENTAL TASK AGREEMENT #14 OF CONTRACT RFQ-21-09-EN BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR ADDITIONAL CONSTRUCTION PHASE SERVICES, RE-SURVEYS, AND SHOREBIRD MONITORING ASSOCIATED WITH THE ESTERO ISLAND SHORELINE PROTECTION PROJECT, AND PERMIT REQUIRED POST CONSTRUCTION WINTER BIRD MONITORING, FUNDING SUPPORT, STAKEHOLDER COORDINATION, AND PROJECT ADMINISTRATION SERVICES FOR A COST OF $161,720.00; AND PROVIDING AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Manager Chustz noted that this was the extension for the beach renourishment project and the contractor will pick up the bill.

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

E. RESOLUTION 25-303; ITB-25-02-EN, Change Order #1 to Dune Planting project

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE CHANGE ORDER #1 TO CONTRACT ITB-25-02-EN BETWEEN THE TOWN OF FORT MYERS BEACH AND EARTHBALANCE CORPORATION INCREASING THE CONTRACT PRICE TO $95,720.00 TO CONSTRUCT THE DUNE PLANTING PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Manager Chustz indicated this

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was for additional plants and would be paid for by the FDEM (Florida Department of Emergency Management) grant. He noted that the staff was also removing sand spurs.

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

F. Resolution 25-304; Ongoing Miscellaneous Professional Services, RFQ-25-06-AD

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING 7 INDIVIDUAL PROFESSIONAL SERVICE AGREEMENT WITH THE FOLLOWING FIRMS, WHICH WERE NEGOTIATED BY TOWN STAFF AS DIRECTED BY THE TOWN COUNCIL ON AUGUST 18, 2025 IN RESPONSE TO RFQ-24-06-AD ENTITLED "ONGOING MISCELLANEOUS PROFESSIONAL SERVICES": 1) ADG ARCHITECTURE LLC, 2) BOWMAN CONSULTING GROUP 3) CW3 ENGINEERING 4) LJA ENGINEERING, 5) TETRA TECH, 6) TRAFFIC & MOBILITY CONSULTANTS, AND 7) WESTON & SAMPSON ENGINEERING; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH EACH OF THE TOP RANKED FIRMS FOR EACH CATEGORY OF WORK WITHIN THE REQUEST FOR QUALIFICATIONS AND WHICH WERE SUCCESSFULLY NEGOTIATED; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Manager McKannay stated that nine more contract negotiations remained.

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

XIII. FINAL PUBLIC COMMENT

Mr. and Mrs. Martinez have a catamaran in the Mooring Field and asked why the fees increased. She noted she may have to move her vessel. Mayor Allers replied that a staff member would meet with them.
Jennifer Rusk, MERTF member, clarified that the excess money in their budget would not go toward purchasing trees because the funds were allocated for the children's book.

XIV. TOWN MANAGER'S ITEMS

Town Manager McKannay stated that the FEMA final submission was October 17, 2025. He commended Dr. Kohler and the rest of the staff. They were moving forward with preparing the Community Rating System (CRS) submissions and a contact representative was appointed. Dr. Kohler noted that 80% of the 252 properties on the list were compliant.
Town Manager McKannay invited everyone to the Bay Oaks Fright Night this Friday.
The Community Services Team came up with an interim solution for solar lighting

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on Old San Carlos Blvd.
The fire district was working on a strategic plan and would send a survey to residents on the beach and to the town staff.
Director of Community Development Frankie Kropacek stated that Lee County has put out the bid for the electrical portion for the lights on Estero and Old San Carlos Blvd. Mayor Allers asked if they could request a temporary solution.

XV. TOWN ATTORNEY'S ITEMS

Town Attorney Stuparich acknowledged the work Emergency Services Director Tom Yozzo and his team have done on FEMA cases.
The advertisement for the school board meeting at 1:00 p.m. on November 5, 2025, at Town Hall went out today. Derek Rooney, an attorney with Gray Robinson, would serve as the facilitator if approved by the town council. Vice Mayor Atterholt would like the Superintendent to speak first at the meeting because he did not know her position on the beach school. Mayor Allers supported the suggestion. Vice Mayor Atterholt also wanted the Ad Hoc parents to be able to comment. Town Attorney Stuparich indicated the meeting was open to the public. Council members agreed that the costs for Mr. Rooney should be split between the parties. Vice Mayor Atterholt suggested that if the school board refuses to split the costs, there will be no mediator and the two attorneys could facilitate a dialogue. Mayor Allers agreed.

Vice Mayor Atterholt moved that the town council approve the location of the Fort Myers Beach Town Hall on November 5 at 1:00 and approve the use of a mediator, provided that both sides agree beforehand to split the costs. If one side or the other refuses to split the cost, they would allow each party's legal counsel to serve as facilitators at the meeting, seconded by Council Member King.
The motion carried unanimously by roll call vote.

A. Any action to be taken from the Litigation Executive Session

3:00 PM - Litigation Executive Session pursuant to Section 286.011(8), Florida Statutes Request Announced on October 6, 2025 in the case of Town of Fort Myers Beach, Florida vs. White Sand Properties of Fort Myers Beach, LLC, Case No. 2025-CA-004261, 20th Judicial Circuit, Lee County, Florida.

a. Conflict of Interest - Council Member Scott Safford

b. Any action to be taken at the public meeting following the Executive Session related to settlement, strategy or litigation costs

Removed from the agenda.

XVI. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Safford noted that the Charter Review Committee asked whether funds were available for a survey and for a partnership with local universities to gather input. Finance Director Joe Onzick replied that funds could be used from the contingency fund. Council Member King noted free surveys were available.
Council Member Woodson will be a judge at Fright Night. She commended Dawn Miller for her tireless work to get people back in the community.
Council Member King noted that the two bus stop pull-offs were progressing and

the traffic signal on Fifth Street is activated. The yield-to-bus signage has been installed and buses are no longer on detour. The new shelters at the new stops in front of Margaritaville and Crescent Beach Park were expected at the end of the month. The new bus pull-offs at Main St. and St. Carlos were scheduled for the end of October. He will get more information regarding Florida City Week.

Mayor Allers stated that FPL (Florida Power & Light) drones will be flying over the town. FPL noted that the crosswalks were being worked on and some were scheduled for completion in the first week of November. They were still on track to finish the project at the end of November.

Mango Rita's, off of US41 in Fort Myers, will be hosting Superintendent Carlin, School Board Member Fleming, and Lee County Sheriff Marceno from 6:00 p.m. to 8:00 p.m. this Wednesday to answer questions. Mayor Allers encouraged those interested to attend.

Town Clerk Baker reminded members that the advisory committee Sunshine training will be held and broadcast this Wednesday at 9:00 in Town Chambers.

XVII. ADJOURNMENT

Council Member King moved to adjourn. Mayor Allers adjourned the meeting at 11:45 a.m.

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Fort Myers Beach Town Council

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

Minutes **Monday, November 3, 2025** **9:00 AM**

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ORDER OF BUSINESS

I. CALL TO ORDER

Members present: Mayor Dan Allers, Vice Mayor Jim Atterholt, Council Members John King, Scott Saffod and Karen Woodson.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Item C. under Public Hearings has been removed.
Council Member King moved to approve the final agenda as amended, seconded by Mayor Allers.
The motion carried unanimously.
Mayor Allers moved to cancel Thursday's M&P meeting and move it to the November 17, 2025, meeting, seconded by Council Member Woodson.
The motion carried unanimously.

V. PUBLIC COMMENT

No public comment.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Safford thanked Keep Lee County Beautiful, Inc. and everyone involved for cleaning the beach. He congratulated the Bonita Fish Company on its grand opening. Jackie Liszak at the Chamber needs more volunteers and sponsors for the American Sand Sculpting Championship Event and he thanked Council Member King for being one of the sponsors.
Council Member Woodson recognized the Halloween Pub Crawl.
Vice Mayor Atterholt noted that Legno's Pizza at Santini Plaza was hosting a job fair this morning and opening a place of New York Pizza and Pasta. They are expecting to open the first week of December.
Council Member King recognized Talissa and Shelby in the HR Department for coordinating events at Town Hall. He appreciated the town employees and described the vials included in the time capsule. He thanked everyone for the

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festive Halloween doors decorating. He congratulated and thanked Communications Coordinator, Nicole Berzin, for accepting a position in Wisconsin.
Mayor Allers thanked the fire department for the scare at Wahoo Willie's.

VII. PRESENTATION

No presentations.

VIII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

Chris King, Chair of the Anchorage Advisory Committee, described the boat around on October 18, 2025. She asked permission to begin planning the next Cruiser's Appreciation Event, tentatively set for Sunday, April 12, 2026, from noon to 3:00 pm at Bayside Park. She noted they should have a little over $2,000.00 in their budget and will follow the same guidelines as last year. All Town Council members agreed they could move forward. Chair King indicated that the committee was eager to have the remaining six mooring balls returned to service and requested that their reinstatement be included in the plans for canal dredging and maintenance. She noted that she had summarized their roles and responsibilities and would like the town council to review the document. Mayor Allers asked if they could look at ways to educate people who were speeding in the bay. Chair King replied that there will be a roundtable discussion on the topic on November 10, 2025, and AAC representatives will attend.

A. Marine and Environmental Resources Task Force (MERTF)

Appoint a member to the FY26 Marine and Environmental Resources Task Force

Mayor Allers noted there was one applicant for one vacancy. Todd Zaccanelli was appointed.
Mayor Allers moved to certify and appoint Mr. Zaccanelli to the MERTF committee.
The motion carried unanimously.

IX. APPROVAL OF MINUTES

No minutes.

X. CONSENT AGENDA

Town Attorney Stuparich explained that the declarations of state of emergency were kept open to recover funds due to hurricane damage.
Council Member King moved to approve the consent agenda, seconded by Council Member Safford.
The motion carried unanimously.

A. Resolutions 25-307 through 25-310; 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

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FOR VIOLATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE AND A TERMINATION DATE.

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

B. Resolutions 25-311 through 25-314; 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.

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

C. Resolutions 25-315 through 25-318; Extension of Local 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.

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

XI. ITEMS REMOVED FROM CONSENT AGENDA

XII. PUBLIC HEARINGS

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

A. Ordinance 25-17: First Baptist Home Rule DA

This quasi-judicial agenda item is a Second Reading and Public Hearing on proposed Ordinance 25-17.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING OR DENYING A HOME RULE DEVELOPMENT

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AGREEMENT FOR PROPERTY LOCATED AT 110-130 CONNECTICUT STREET (PARCEL 1) AND 134/138 CONNECTICUT STREET (PARCEL 2) FORT MYERS BEACH, FL, STRAP NOS. 29-46-24-W1-00151.0010 AND 29-46-24-W1-00151.001A AND OWNED BY FIRST BAPTIST CHURCH OF FORT MYERS, INC., 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 AND AMENDED BY RESOLUTION 24-247 FOR THE PURPOSE OF REDEVELOPMENT OF THE PARCELS 1 AND 2 TO ALLOW REBUILDING A CHURCH FACILITY AND 12 SINGLE-FAMILY HOMES; 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.

Mayor Allers read the title of the ordinance. Ex parte communications: Mayor Allers and Council Members King, Safford, and Woodson received one email opposing the project. Vice Mayor Atterholt received a text in support of the project.

Rachael Thomas, land use attorney at Pavese Law Firm, described her experience as an expert in her field.

Al Quattrone, President of Quattrone and Associates, described his experience as an engineering expert.

Council Member King moved to accept both as expert witnesses, seconded by Council Member Woodson.

The motion carried unanimously.

The applicant confirmed receipt of the agenda backup materials. Community Development Planner Jason Green noted that the exhibits were modified and there was a strike-through underlined version of the agreement, which included changes to the deviations. Exhibit E contains deviations 1-3. The findings and the staff recommendation remained the same.

Jonathan Thomas indicated that the setbacks had changed, the trailers had been demolished and that the water bills had been paid.

Jennifer Sabin started the presentation with Location & Surrounding Uses, Zoning, Future Land Use, Proposed Site Plan, Landscaping-Single Family Parcel, Landscaping - Church Parcel, Developer Agreement - Prohibited Uses and Conclusion.

Mr. Thomas stated that the church would be built first, with construction expected to start in the first quarter of next year. The residential will proceed as demand dictates. He explained that the church would be different from the past and would operate like a typical church.

No public comment.

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

B. Ordinance 25-18; Expedited Special Exceptions

This legislative agenda item is a Second Reading Public Hearing on proposed Ordinance 25-18.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING SECTION 34-232 "REQUIRED HEARINGS" OF DIVISION 5 "PUBLIC HEARINGS AND REVIEW" OF ARTICLE II "ZONING PROCEDURES" OF CHAPTER 34 "ZONING DISTRICTS, DESIGN STANDARDS AND NONCONFORMITIES" TO REQUIRE ONLY ONE PUBLIC HEARING BEFORE THE LOCAL PLANNING AGENCY ("LPA") FOR SPECIAL EXCEPTIONS THAT ONLY REPLACE "LIKE FOR LIKE" STRUCTURES THAT WERE EXISTING PRIOR TO A NATURAL DISASTER EVENT, IF THE DECISION BY ELIGIBLE MEMBERS OF THE LPA IS UNANIMOUS AND THE TOWN CLERK DOES NOT RECEIVE A REQUEST FOR AN ADDITIONAL PUBLIC HEARING BEFORE THE TOWN COUNCIL FROM ANYONE, INCLUDING TOWN STAFF, WITHIN 10 DAYS AFTER THE LPA DECISION; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE.

Mayor Allers read the title of the ordinance.
Planner Green noted this was to modify the Land Development Code (LDC) to expedite the hearing process, as stated on the blue sheet.
Council members supported streamlining the process.
No public comment.
Council Member King moved to approve the ordinance, seconded by Council Member Safford.
The motion carried unanimously by roll call vote.

C. Rescinding and Revoking Resolution 25-305; VAR20230162, 21391 Widgeon Terrace

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH RESCINDING AND REVOKING WITHOUT PREJUDICE VARIANCE 202301621391, WHICH APPROVED TWO VARIANCES WITH CONDITIONS FROM TABLE 34-3 OF THE LAND DEVELOPMENT CODE TO DECREASE THE REQUIRED SIDE YARD SETBACK BY 2.18 FEET FROM THE REQUIRED 10 FEET AND TO DECREASE THE REQUIRED WATERBODY SETBACK BY 14.39 FEET FROM THE REQUIRED 25 FEET, IN THE RC ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 21391 WIDGEON TERRACE TO ALLOW FOR THE CONSTRUCTION OF AN ENCLOSED SWIMMING POOL; AND PROVIDING FOR AN EFFECTIVE DATE.

Pulled from the agenda.

XIII. ADMINISTRATIVE AGENDA

A. Accept FY2024 Audit Report

Accept FY2024 Audit Report Prepared by Mauldin & Jenkins

Finance Director Joe Onzick noted the audit was completed at the end of August and presented to the Audit Committee at their October meeting. The auditors issued a clean audit opinion, which is the highest form of assurance. Director Onzick described two insignificant accounting findings. Wade Sansbury from Mauldin & Jenkins emphasized that they were required to perform six single audits due to $34 million in state and federal awards. The audit committee unanimously recommended that the audit report be accepted. Director Onzick noted that the Mauldin & Jenkins contract had expired and proposals would be requested again.

Council Member Safford moved to accept the FY2024 Audit Report, seconded by Council Member Woodson.
The motion carried unanimously by roll call vote.

B. Special Event; The Whale is Back - Sneak Peek Bash.

APPROVAL OF A SPECIAL EVENT REQUESTED BY THE WHALE RESTAURANT, LOCATED AT 1249 ESTERO BLVD FOR "*The Whale is Back-Sneak Peek Bash*" CELEBRATING THE REOPENING OF THE WHALE RESTAURANT ON SATURDAY, NOVEMBER 8, 2025 STARTING AT 1:00 PM TO 1:00 AM (NOVEMBER 9, 2025, INCLUDING A WAIVER OF THE TOWN'S NOISE ORDINANCE.

Emergency Services Director Thomas Yozzo noted that the applicant asked for a noise variance extending to 1:00 a.m. Mayor Allers was concerned about the noise so late at night. Vice Mayor Atterholt pointed out that it was a one-time event and that they had come in advance to ask for permission. He had no issues with it. Council Member Woodson agreed and commented that it was a celebration for one night. Council Member Safford felt for the neighbors and asked if they could stop at midnight. Director Yozzo indicated that he will coordinate with the Lee County Sheriff's Office.

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

C. 25-299, First Amendment to the Water Meter Project

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE AGREEMENT APPROVED BY RESOLUTION 25-235 WITH NATIONAL METERING SERVICE FOR THE WATER METER REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED $1,619,790.00, TO AUTHORIZE A METER MODEL CHANGE FROM A RADIO FREQUENCY

(RF) MODEL TO A CELLULAR (CELL) MODEL FOR BOTH THE 5/8- AND 1-INCH METER SIZES AND METER ANTENNAS, WHICH WILL INCREASE THE PRICE BY $204,162.00 FOR A NEW TOTAL COST OF $1,823,952.00 TO UTILIZE CELLULAR TECHNOLOGY TO: 1) ASSURE 100% COVERAGE OF THE ISLAND FOR DISTRIBUTION MONITORING, METER READING, AND CUSTOMER INTERFACE; AND 2) RETAIN A RELIABLE, SAFE AND EFFICIENT METER AND DISTRIBUTION MONITORING SYSTEM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT TO THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Manager Will McKannay noted that the details were included in the resolution.

Community Services Director Jeff Hauge described the underground cellular device. He noted there was a one-time credit for filing pools.

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

The motion carried unanimously by roll call vote.

D. Resolution 25-319; Amended Utility Easement

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH ACCEPTING AN AMENDED UTILITY EASEMENT FROM THE LEO JAMES DIBIASI LIVING TRUST, UTD 08/20/2025; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Attorney Stuparich indicated that this stemmed from litigation from last December and a settlement from the town. She added that it was technical in nature and made sure the utility easement was from the current property owner.

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

The motion carried unanimously by roll call vote.

XIV. FINAL PUBLIC COMMENT

No public comment.

XV. TOWN MANAGER'S ITEMS

Town Manager McKannay and some staff members attended the International County and City Manager Association Conference last week in Tampa. Artificial intelligence was discussed. The conflict-resolution meeting with the School District of Lee County was scheduled for Wednesday at 1:00 p.m. It will be held at Leo the Great in Bonita Springs, and the public is invited to speak for three minutes.

Due to the government shutdown, there was no contact with FEMA (Federal Emergency Management Agency) for the past few weeks. They continued to update the properties on the list to come into compliance. A conversation was started with Dr. Lee, who runs the MPA program at Florida Gulf Coast University (FGCU), regarding interns working with the Charter Review Committee.

DRAFT

XVI. TOWN ATTORNEY'S ITEMS

Town Attorney Stuparich indicated that a draft ordinance was prepared regarding a procedure for reasonable accommodations for certified recovery residences mandated by the Florida legislature and due by January 1, 2026. The draft had to go before the LPA (Local Planning Agency) first. It will come before the town council for a first reading on November 1, 2026, and it seems to work with the like-for-like variances and special exceptions process. The State Statute requires the review and approval to occur within 60 days, so having a single hearing with the LPA could meet the timeframe.

XVII. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Safford stated the Charter Review Committee was meeting tomorrow at 2:00.

Mayor Allers indicated that tomorrow was the softball opening day and was open to anyone who wanted to participate. He encouraged everyone to vote tomorrow at Bay Oaks from 7:00 a.m. to 7:00 p.m. He asked whether staff could educate patrons about the increased parking pass fee at the time of renewal. Director Yozzo noted that all parking at Bay Oaks was open for voting and that a document would be created to distribute to residents when they renew their parking permits. The parking information will also be posted on the Town's website.

No items from other members.

XVIII. ADJOURNMENT

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

The meeting was adjourned at 10:30 a.m.

DRAFT

1. **Request:**

Meeting Date: November 17, 2025

This quasi-judicial agenda item is a 1st Reading and Public Hearing on proposed Ordinance 25-21. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for December 15, 2025 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING/APPROVING WITH CONDITIONS/ DENYING AN AMENDMENT TO THE COMMERCIAL PLANNED DEVELOPMENT (CPD) APPROVED BY ORDINANCE 24-18 FOR THE PROPERTY LOCATED AT 1668 I STREET, FORT MYERS BEACH, GENERALLY IDENTIFIED AS STRAP NUMBER 19-46-24-W4-0070B.0110 IN FORT MYERS BEACH; PROVIDING FOR AMENDMENT TO THE DEVIATIONS TO INCLUDE A DEVIATION TO ALLOW THREE SIGNS OF TOTAL 108 SQUARE FEET WHERE A MAXIMUM ONE SIGN OF 32 SQUARE FEET IS PERMITTED; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The Town Council will take into account the recommendations made by the LPA for DCI20250188.

What the action accomplishes:

The Town Council will take into account the recommendations made by the LPA DCI20250188 regarding an amendment to the list of deviations for the existing Commercial Planned Development (CPD) approved under Ordinance 24-18. This amendment seeks to include a deviation allowing additional signage totaling 108 square feet, where the Land Development Code (LDC) Section 30-5 permits a maximum of 32 square feet.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
PUBLIC HEARINGS	Ordinance	Jason Smalley, Senior Planner

5. **Background:**

The applicant, Renee Oij of Sign Permits Plus, representing the property owner B & B Properties of Fort Myers, is requesting an amendment to the list of deviations for the existing Commercial Planned Development (CPD) approved under Ordinance 24-18. This amendment seeks to include a deviation allowing additional signage totaling 108 square feet, where the Land Development Code (LDC) Section 30-5 permits a maximum of 32 square feet.

The request would permit the installation of three non-illuminated signs: a 29.5 sq. ft. sign facing I Street, a 29.5 sq. ft. sign facing Avenue E, and a 48.8 sq. ft. sign facing the Gulf/Beach area.

In 2024, the Town of Fort Myers Beach Town Council approved Ordinance 24-18, rezoning the subject property from Downtown to Commercial Planned Development to facilitate the redevelopment of a bar and dwelling unit. Signage was not addressed during that approval. The applicant now proposes these three signs totaling 108 square feet, exceeding the 32-square-foot maximum allowed per establishment by LDC Section 30-5. Therefore, the applicant seeks an amendment to the existing CPD to include this deviation for additional signage.

On October 14, 2025, LPA voted unanimously (6-0) to recommend approval with conditions for

CPD Amendment request 20250188, a request to allow an Amendment to the CPD approved by Ordinance 24-18 and amend the deviations to include a deviation to allow three signs of total 108 square feet where a maximum one sign of 32 square feet is permitted.

Attachments:

1. NS TC Ordinance 25-21 CPD Amendment to include signage for 1668 I Street (1)
2. Exhibit A Ord 24-18, 1668 I St - Beach Bar
3. EXHIBIT B, Amended list of deviation and conditions of approval
4. Exhibit C- Signage Plan
5. Application
6. New TC Staff Report (Signage -Beach bar)
7. 25-21, business-impact-estimate CPD20250188

Financial Impact:

Unknown

6. **Alternative Action**

Deny

7. **Management Recommendations:**

Staff recommends Approval with conditions of DCI20250188

8. **Recommended Approval:**

Uma Sarmistha, Senior Planner	Created/Initiated - 11/6/2025
Georgina Cid, Community Development Manager	Approved - 11/6/2025
Frankie Kropacek, Community Development Director	Approved - 11/6/2025
nancy stuparich, Town Attorney	Approved - 11/6/2025
Amy Baker, Town Clerk	Approved - 11/7/2025
William McKannay, Town Manager	Final Approval - 11/7/2025

ORDINANCE 25-21
(PD AMENDMENT - Beach Bar)

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING/APPROVING WITH CONDITIONS/ DENYING AN AMENDMENT TO THE COMMERCIAL PLANNED DEVELOPMENT (CPD) APPROVED BY ORDINANCE 24-18 FOR THE PROPERTY LOCATED AT 1668 I STREET, FORT MYERS BEACH, GENERALLY IDENTIFIED AS STRAP NUMBER 19-46-24-W4-0070B.0110 IN FORT MYERS BEACH; PROVIDING FOR AMENDMENT TO THE DEVIATIONS TO INCLUDE A DEVIATION TO ALLOW THREE SIGNS OF TOTAL 108 SQUARE FEET WHERE A MAXIMUM ONE SIGN OF 32 SQUARE FEET IS PERMITTED; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS 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, B & B Properties of Fort Myers, is the owner of 1668 I Street known as Beach Bar and identified as Strap number 19-46-24-W4-0070B.0110, and has filed an application to amend the deviations identified in Ordinance 24-18, which rezoned the property to Commercial Planned Development ("CPD), to allow three signs of total 108 square feet where maximum 32 square feet is permitted by LDC Section 30-5(a)(1) a.1; and

WHEREAS, the property is in the Pedestrian Commercial Future Land Use Category of the Comprehensive Plan of the Town of Fort Myers Beach, and is under common control of the applicant, as listed in the public records of Lee County Property Appraiser; and

WHEREAS, Section 34-214 of the Town's Land Development Code contains the criteria for review of amendments to existing planned developments, with specific criteria for amendments to approved master concept plans in subsections (a) and (b) and states in subsection (c) that "[s]ome amendments can be approved administratively as provided in § 34-219 of this chapter; the remainder shall proceed through the public hearing process described in § 34-216 of this chapter"; and

WHEREAS, Section 34-216 of the LDC requires a public hearing before the LPA and provides that the LPA's recommendation to the Town Council must be supported by the rezoning guidelines set forth in § 34-85 of the LDC as well as compliance with the following criteria:

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

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

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

d. The proposed use meets all specific requirements of the comprehensive plan that are relevant to the requested planned development . . .

WHEREAS, Section 34-216(4) further provides that "[i]f the local planning agency determines that a proposed condition is insufficient, it may recommend an alternate condition for consideration by the town council" and "if the application includes a schedule of deviations pursuant to §§ 34-212(3) and 34-932(b) of this chapter, the local planning agency's recommendation must approve, approve with modification, or reject each requested deviation based upon a finding that:

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 approved Ordinance 24-18 rezoning the property from downtown to commercial planned development ("CPD"), with conditions and deviations based on competent and substantial evidence in support of and satisfaction of the requirements of the Comprehensive Plan and the LDC; and

WHEREAS, Section 30-5 (a)(1) a.1. of the LDC provides "For a parcel of land containing one or two business establishments, each separate business establishment shall be allowed a maximum of 32 square feet of sign area"; and

WHEREAS, the applicant is proposing three signs of total 108 square feet, including an existing illuminated sign of 29.5 sq. ft. sign facing I Street, a new non-illuminated 29.5 sq. ft. sign facing Avenue E and a new non-illuminated 48.8 sq. ft. sign facing the Gulf or Beach area"; and

WHEREAS, the proposed signage is consistent with other commercial businesses in neighboring Commercial Planned Developments; and

WHEREAS, in accordance with Section 34-216 of the Land Development Code, a public hearing was held before the Local Planning Agency (LPA) on October 14, 2025 to consider the requested amendment to the CPD, as approved in Ordinance 24-15, for the sole purpose of

including outdoor consumption of alcoholic beverages on the property as an accessory use to the approve hotel and restaurant uses; and

WHEREAS, the LPA gave full and complete consideration of the information contained in the application, the recommendations by Town staff, the documents included in the agenda materials, and the testimony of all interested persons, as required by Section 34-216 of the Town Land Development Code ("LDC"); and

WHEREAS, at the October 14, 2025 public hearing the LPA found that the request **is/is not** consistent with the requirements of the Town's Comprehensive Plan and the LDC, and based on competent and substantial evidence in the materials presented to it and the testimony during the public hearing, voted 6 to 0 to recommend **approval with conditions** of the requested amendment to Ordinance 24-18; and

WHEREAS, on November 17, 2025 the Town Council held a first reading of Ordinance 25-22 and gave full and complete consideration to the application, the recommendation of the LPA, the recommendation of Town staff, the documents in the agenda materials, and the testimony of all interested persons; and

WHEREAS, the Town Council approved scheduling a second reading and adoption public on December 15, 2025 regarding Ordinance 25-21 and the second public hearing was advertised on the ___ day of _____ in the _____; and

WHEREAS, a Business Impact Estimate was posted on the Town's website on the ___ day of _____,2025; and

WHEREAS, all outstanding fees pursuant to Section _____ have been paid; and

WHEREAS, on December 15, 2025, the second public hearing was held and the Town Council gave full and complete consideration to the application, the recommendation of the LPA, the recommendation of the Town staff, requirements of the Comprehensive Plan and the Land Development Code, the documents in the agenda materials, and the testimony of all interested persons.

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

Section 1. **Recitals**. The above WHEREAS are true, correct, and incorporated herein by reference.

Section 2. **Findings and Determination.**

a. Based on competent substantial evidence presented during both public hearings before the Town Council, the Town Council finds and determines that the applicant **did/did not** meet its burden of proof that the requested amendment to the commercial planned development **does/does not** meet the requirements of the Town Comprehensive Plan and Land Development Code. The Town Council specifically finds that the proposed amendment to include a deviation

to allow three signs of total 108 square feet where maximum 32 square feet is permitted by LDC Section 30-5(a)(1) a.1 is consistent with the Comprehensive Plan and compatible with the existing and planned uses of surrounding properties, as well as consistent with the character of the area, and will not result in any adverse impact on adjacent lands. No evidence was presented to reject the findings previously made at the time of adoption of Ordinance 24-18 and its findings are specifically restated and incorporated herein by reference.

b. Accordingly, the Town Council **approves / approves with conditions / denies** the requested amendment to the list of deviations contained in Ordinance 24-18 as provided herein for the CPD zoning of the Property with the following Exhibits attached, restated, and incorporated by reference: Exhibit A Ordinance 24-18 with Master Concept Plan; Exhibit B, Amended List of Deviations and Conditions of Approval from Ordinance 24-18; and Exhibit C Signage Plan. Nothing in this decision is intended in any way to otherwise change the approvals, conditions and deviations contained in Ordinance 24-18. All other provisions of Ordinance 24-18 except as modified herein remain in full force and effect.

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

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

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

Section 6. This Ordinance will take effect upon adoption by the Town Council.

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

DULY PASSED AND ADOPTED on this ___ day of December 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 BY THE TOWN OF FORT MYERS BEACH:

_____
Vose Law Firm, LLP, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this ___ day of December 2025.

Exhibits:

Exhibit A – Ordinance 24-18, with Master Concept Plan
Exhibit B –Amended List of Deviations and Conditions from Ordinance 24-18
Exhibit C – Signage Plan

DRAFT

ORDINANCE 24-18

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING WITH CONDITIONS A REQUEST TO REZONE THE PROPERTY LOCATED AT 1668 I STREET, GENERALLY IDENTIFIED AS STRAP NUMBER 19-46-24-W4-0070B.0110 FORT MYERS BEACH, FROM DOWNTOWN TO COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING, WITH DEVIATIONS, FOR A BAR AND RESIDENCE; 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, B & B Properties of Fort Myers, as owner, and Jim Ink, Ink Engineering Inc., as agent for the owner of property located at 1668 I Street, and generally identified as STRAP numbers 19-46-24-W4-0070B.0110 ("Subject Property") in the Town of Fort Myers Beach, filed an application to rezone the property from the Downtown Zoning District to Commercial Planned Development (CPD) with a Master Concept Plan (MCP) and a request for certain deviations to the Land Development Code (LDC) in order to develop a bar and residence; and

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

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

WHEREAS, at the June 11, 2024 public hearing the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, as required by Town Land Development Code (LDC) sec. 34-85; and

WHEREAS, at the June 11, 2024 public hearing the LPA found that the request is **consistent** with the comprehensive plan and the requirements of the LDC and voted to recommend **approval with conditions** of the rezoning by a 6-0 vote; and

WHEREAS, on August 19, 2024 the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the request of the Applicant, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons, as required by Fort Myers Beach Land Development Code (LDC) Section 34-85; and

WHEREAS, the Town Council voted to have a second reading of the proposed Ordinance and a public hearing on this matter was legally noticed in the News Press 10 days prior to the Town Council's meeting on September 9, 2024 at which time the Town Council gave full and complete consideration to the request of the Applicant, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons, as required by Fort Myers Beach Land Development Code (LDC) Section 34- 85; and

WHEREAS, the applicant has resolved and is current on any outstanding fees associated with notice, advertisement, and consulting services required by the Town; and

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

WHEREAS, the Town Council finds approval of the request with requirements and conditions to be in the interest of the public's health, safety, and welfare as well as in compliance with the comprehensive plan and the Land Development Code; and

WHEREAS, Exhibit A provides the approved Master Concept Plan (MCP), which future development should be substantially in compliance with; and

WHEREAS, Exhibit B is the schedule of uses, conditions of approval, and approved deviations for this CPD, to be used during the permitting process; and

WHEREAS, the Town Council finds that this request to rezone the property from the Downtown Zoning District to CPD with MCP with certain deviations to the Land Development Code (LDC) in order to develop a bar and residence, is a unique and individual application which does not set precedent for future development or rezoning applications. Approved deviations include:

Deviation #1

Request to deviate from 34-675(c)3 that states, Floor area ratio (FAR). Floor area ratios (see 34-633) of the chapter) shall not exceed: (3) 1.0 for all other properties in the Downtown District" to allow an FAR of 1.4 consistent with properties fronting Estero Blvd per 34-675(c)(2).

WHEREAS, the Town Council has 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 Town Council carefully considered the testimony of the applicant, the recommendations of staff and of the local planning agency, and testimony from the public.
c. The rezoning would be consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses in the Comprehensive Plan.
d. The rezoning would meet or exceed all performance and locational standards set forth for the proposed use.

e. Urban services are available and adequate to serve the proposed use.

f. The rezoning would protect, conserve, or preserve environmentally critical areas and natural resources.

g. The rezoning would be compatible with existing and planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.

h. 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.

i. 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 one requested deviation from "by-right" requirements of the Land Development Code (see LDC 34-216):

a. Each item enhances the achievement of the objectives of the planned development; and
b. The general intent of this chapter to protect the public health, safety and welfare will be preserved and promoted; and
c. Each deviation operates to the benefit, or at least not to the detriment, of the public interest; and

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

WHEREAS, the Town Council finds that this application to approve Ordinance 24-02 which is, **consistent** with the Town of Fort Myers Beach Comprehensive Plan and LDC and voted to **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** meet its burden of proof, that the request to approve Town of Fort Myers Beach's Ordinance No. 24-05 and the conditions of approval for the CPD **does** 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 **APPROVE WITH CONDITIONS AND REQUIREMENTS** as contained in the Master Concept Plan in Exhibit A and the schedule of uses, deviations, and conditions of approval for the Property's CPD set forth in Exhibit B, which shall be attached to and incorporated by this reference to approval of the Ordinance.

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

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

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

Section 6. 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 Member Safford and seconded by Member Woodson, and upon being put to a vote, the result was as follows:

DULY PASSED AND ADOPTED on this 9th day of September 2024.

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

FORT MYERS BEACH TOWN COUNCIL

Dan Allers
Dan Allers (Nov 11, 2024 07:35 EST)

Dan Allers, Mayor

ATTEST:

Amy Baker
Amy Baker (Nov 14, 2024 10:11 EST)

Amy Baker, Town Clerk

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

Nancy Stuparich
Nancy Stuparich (Nov 11, 2024 20:45 EST)

Vose Law Firm, LLP, Town Attorney

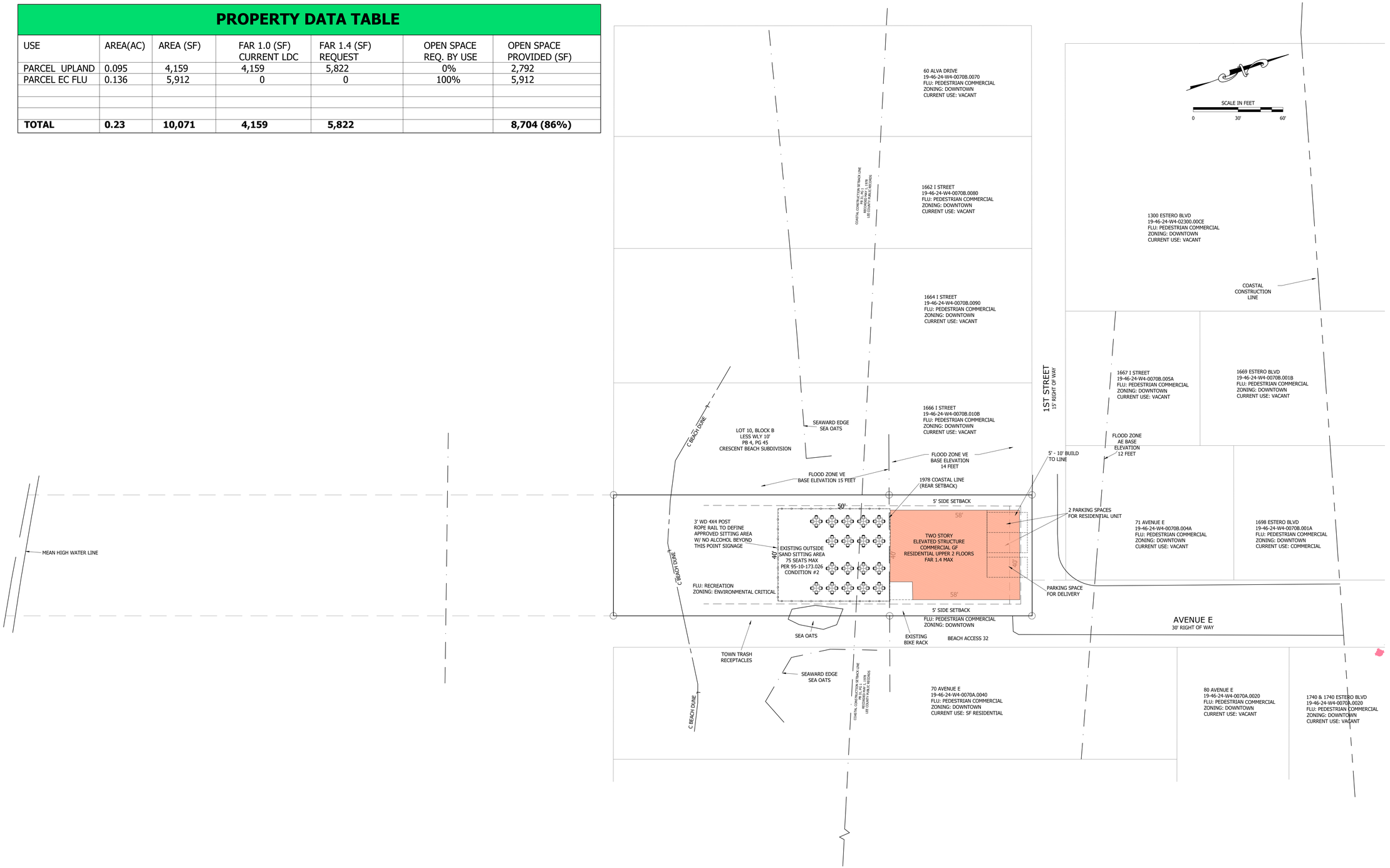
This Ordinance was filed in the Office of the Town Clerk on this 8th day of November 2024.

Attachments:

A – Master Concept Plan (MCP)
B – Schedule of Uses, Conditions of Approval and Deviation

PROPERTY DATA TABLE

USE	AREA(AC)	AREA (SF)	FAR 1.0 (SF) CURRENT LDC	FAR 1.4 (SF) REQUEST	OPEN SPACE REQ. BY USE	OPEN SPACE PROVIDED (SF)
PARCEL UPLAND	0.095	4,159	4,159	5,822	0%	2,792
PARCEL EC FLU	0.136	5,912	0	0	100%	5,912
TOTAL	**0.23**	**10,071**	**4,159**	**5,822**		**8,704 (86%)**



BEACH BAR - CPD APPLICATION

NO.	DATE	DESCRIPTION	BY
REVISION			

MASTER CONCEPT PLAN

THE BEACH BAR

B&B PROPERTIES OF FORT MYERS

1668 I STREET, FORT MYERS BEACH, FL 33931

THESE PLANS ARE NOT TO BE ALTERED OR REVISED WITHOUT THE WRITTEN PERMISSION FROM INK CONSULTING, PA

James Ink, P.E.
Florida Reg. No. 44705

DATE

INFORMATIONAL COPY ONLY, UNLESS ENDORSED WITH REGISTERED ENGINEERS SEAL

INK ENGINEERING INC.
CONSULTING ENGINEERS • PLANNING
2055 WEST FIRST STREET
FORT MYERS, FL 33901
JINK@INKENGINEERINGINC.NET

PROJECT NO.	23002
PROJECT MANAGER	James Ink P.E.
DRAWN BY	BWM
DATE	05.2024
SCALE	1"= 10'
SHEET NO. OF	2 OF 2

Exhibit B

Schedule of Uses

- Dwelling unit, single-family
- Administrative Office
- Commercial Accessory Uses
- ATM
- On-Premises consumption of alcoholic beverages – existing conditions
- Bar or Cocktail Lounge – existing conditions
- Retail Store, Small – existing conditions

Deviation

Request to deviate from 34-675(c)3 that states, "Floor area ration (FAR). Floor area ratios (see 34-633) of the chapter) shall not exceed: (3) 1.0 for all other properties in the Downtown District" to allow an FAR of 1.4 consistent with properties fronting Estero Blvd per 34-675(c)(2).

Conditions

1. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
2. The proposed development must be substantially in compliance with the Master Concept Plan attached to the ordinance.
3. A Landscaping Plan and Photometric Plan must be approved prior to CO.
4. From BZA-88-339: The commercial use shall be limited to the retail sales of beach-oriented convenience items, including packaged food and beverage and beach recreational rentals; and
5. From BZA-88-339: Public access shall be limited to the beach on Gulf side of the business.
6. From 95-10-173: The Special Permit for consumption on premises in conjunction with outdoor seating is limited to the use in conjunction with the existing retail use. The use of a bar/service bar on this property is prohibited. However, this does not prohibit the sale of draft beer or wine which is poured from a large bottle, so long as it is consumed only in the designated locations. There will be no waiter or waitress service: the

customers must order their drinks from inside the premises and directly from the person who pours the drinks.

7. From 95-10-173: The location of the Special Permit for consumption on premises in conjunction with outdoor seating is limited to the outdoor deck area (approximately 10 feet by 40 feet as shown on Attachment B to the Staff report) which separates the retail use from the beach area, and on the first 50 feet of the beach which extends south from the deck area toward the water. The seating for both areas may not exceed 75 seats. The alcohol consumption portion of the beach area will be clearly marked.
8. From 95-10-173: Hours of operation for the outdoor seating area are limited to 10:00 a.m. to 10:00 p.m., daily.
9. From 95-10-173: Live entertainment is limited to the hours of 10 a.m. to 8 p.m., daily.
10. The conditions of Resolution No. BZA-88-339 and from Special Permit 95-10-173 will remain in full force and effect to the extent that they are not in conflict with this ordinance.

24-18, DCI20240143, 1668 I St - Beach Bar Final for signatures

Final Audit Report 2024-11-14

Created:	2024-11-08
By:	Amy Baker (AMY@FMBGOV.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWssd2PG7kaDQLmpNgFT9wNbwlcZBV2Nk

"24-18, DCI20240143, 1668 I St - Beach Bar Final for signatures" History

Document created by Amy Baker (AMY@FMBGOV.COM)
2024-11-08 - 8:32:15 PM GMT

Document emailed to Dan Allers (allersd@fmbgov.com) for signature
2024-11-08 - 8:32:20 PM GMT

Document emailed to Nancy Stuparich (nstuparich@voselaw.com) for signature
2024-11-08 - 8:32:20 PM GMT

Document emailed to Amy Baker (AMY@FMBGOV.COM) for signature
2024-11-08 - 8:32:20 PM GMT

Email viewed by Dan Allers (allersd@fmbgov.com)
2024-11-11 - 12:35:36 PM GMT

Document e-signed by Dan Allers (allersd@fmbgov.com)
Signature Date: 2024-11-11 - 12:35:50 PM GMT - Time Source: server

Email viewed by Nancy Stuparich (nstuparich@voselaw.com)
2024-11-12 - 1:45:13 AM GMT

Document e-signed by Nancy Stuparich (nstuparich@voselaw.com)
Signature Date: 2024-11-12 - 1:45:36 AM GMT - Time Source: server

Document e-signed by Amy Baker (AMY@FMBGOV.COM)
Signature Date: 2024-11-14 - 3:11:45 PM GMT - Time Source: server- Signature captured from device with phone number XXXXXXX0014

Agreement completed.
2024-11-14 - 3:11:45 PM GMT

Adobe Acrobat Sign

EXHIBIT B- AMENDED LIST OF DEVIATIONS AND CONDITIONS OF APPROVAL (removed as ~~strike through~~, added as underlined)

Deviation #1: Request to deviate from 34-675(c)3 that states, "Floor area ration (FAR). Floor area ratios (see 34-633) of the chapter) shall not exceed: (3) 1.0 for all other properties in the Downtown District" to allow an FAR of 1.4 consistent with properties fronting Estero Blvd per 34-675 (c)(2).

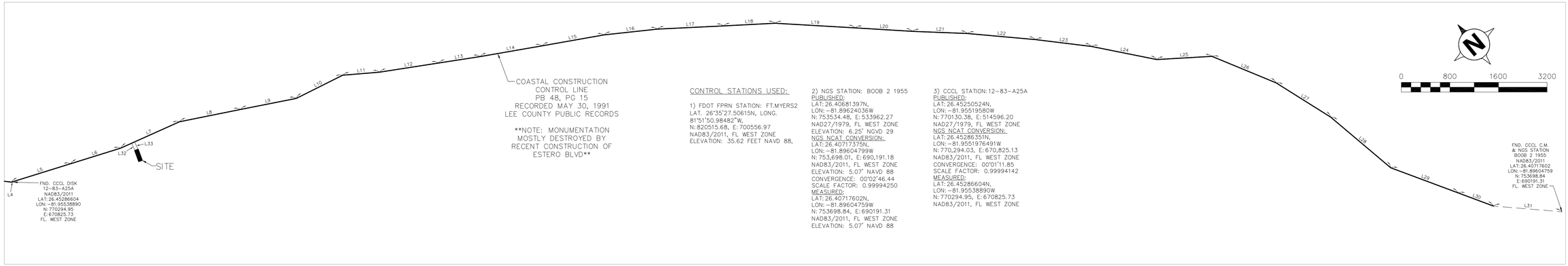
Deviation #2: Requesting a deviation from LDC 30-5, to allow three (3) wall signs for a total of 108 square feet where a total of 32 square feet is allowed by code. The request will allow the Applicant to install three signs, including an existing illuminated sign of 29.5 sq. ft. sign facing I Street, a new non-illuminated 29.5 sq. ft. sign facing Avenue E and a new non-illuminated 48.8 sq. ft. sign facing the Gulf or Beach area.

AMENDED LIST OF CONDITIONS OF APPROVAL

1. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
2. The proposed development must be substantially in compliance with the Master Concept Plan attached to the ordinance.
3. A Landscaping Plan and Photometric Plan must be approved prior to CO.
4. From BZA-88-339: The commercial use shall be limited to the retail sales of beach oriented convenience items, including packaged food and beverage and beach recreational rentals; and
5. From BZA-88-339: Public access shall be limited to the beach on Gulf side of the business.
6. From 95-10-173: The Special Permit for consumption on premises in conjunction with outdoor seating is limited to the use in conjunction with the existing retail use. The use of a bar/service bar on this property is prohibited. However, this does not prohibit the sale of draft beer or wine which is poured from a large bottle, so long as it is consumed only in the designated locations. There will be no waiter or waitress service: the customers must order their drinks from inside the premises and directly from the person who pours the drinks.
7. From 95-10-173: The location of the Special Permit for consumption on premises in conjunction with outdoor seating is limited to the outdoor deck area (approximately 10 feet by 40 feet as shown on Attachment B to the Staff report) which separates the retail use the beach area, and on the first 50 feet of the beach which extends south from the deck area toward the water. The seating for both areas may not exceed 75 seats.

8. The alcohol consumption portion of the beach area will be clearly marked.
9. From 95-10-173: Hours of operation for the outdoor seating area are limited to 10:00 a.m. to 10:00 p.m., daily.
10. From 95-10-173: Live entertainment is limited to the hours of 10 a.m. to 8 p.m., daily.
11. The conditions of Resolution No. BZA-88-339 and from Special Permit 95-10-173 will remain in full force and effect to the extent that they are not in conflict with this ordinance.
12. All signs containing commercial messages, including those shown for the proposed bar, must be in compliance with LDC Chapter 30, except as approved herein by deviations.
13. The approval for the CPD Amendment is contingent to the Town Council's approved and adopted Ordinance#24-18, approving with conditions a request to rezone the property located at 1668 I street, Fort Myers Beach, from downtown to Commercial Planned Development (CPD) zoning, with deviations, for a bar and residence. Any violation of the conditions of approval for the CPD approval shall render the CPD Amendment approval null and void.

COASTAL CONSTRUCTION CONTROL LINE - DETAIL



CONTROL STATIONS USED:

1) FDOT FPRN STATION: FT.MYERS2
LAT. 26°35'27.50615N, LONG. 81°51'50.98482"W,
N: 820515.68, E: 700556.97
NAD83/2011, FL WEST ZONE
ELEVATION: 35.62 FEET NAVD 88,

2) NGS STATION: BOOB 2 1955
PUBLISHED:
LAT: 26.40681397N,
LON: -81.89624036W
N: 753534.48, E: 533962.27
NAD27/1979, FL WEST ZONE
ELEVATION: 6.25' NGVD 29
NGS NCAT CONVERSION:
LAT: 26.40717375N,
LON: -81.89604799W
N: 753,698.01, E: 690,191.18
NAD83/2011, FL WEST ZONE
ELEVATION: 5.07' NAVD 88
CONVERGENCE: 00°02'46.44
SCALE FACTOR: 0.99994250
MEASURED:
LAT: 26.40717602N,
LON: -81.89604759W
N: 753698.84, E: 690191.31
NAD83/2011, FL WEST ZONE
ELEVATION: 5.07' NAVD 88

3) CCCL STATION: 12-83-A25A
PUBLISHED:
LAT: 26.45250524N,
LON: -81.95519580W
N: 770130.38, E: 514596.20
NAD27/1979, FL WEST ZONE
NGS NCAT CONVERSION:
LAT: 26.45286351N,
LON: -81.9551976491W
N: 770,294.03, E: 670,825.13
NAD83/2011, FL WEST ZONE
CONVERGENCE: 00°01'11.85
SCALE FACTOR: 0.99994142
MEASURED:
LAT: 26.45286604N,
LON: -81.95538890W
N: 770294.95, E: 670825.73
NAD83/2011, FL WEST ZONE

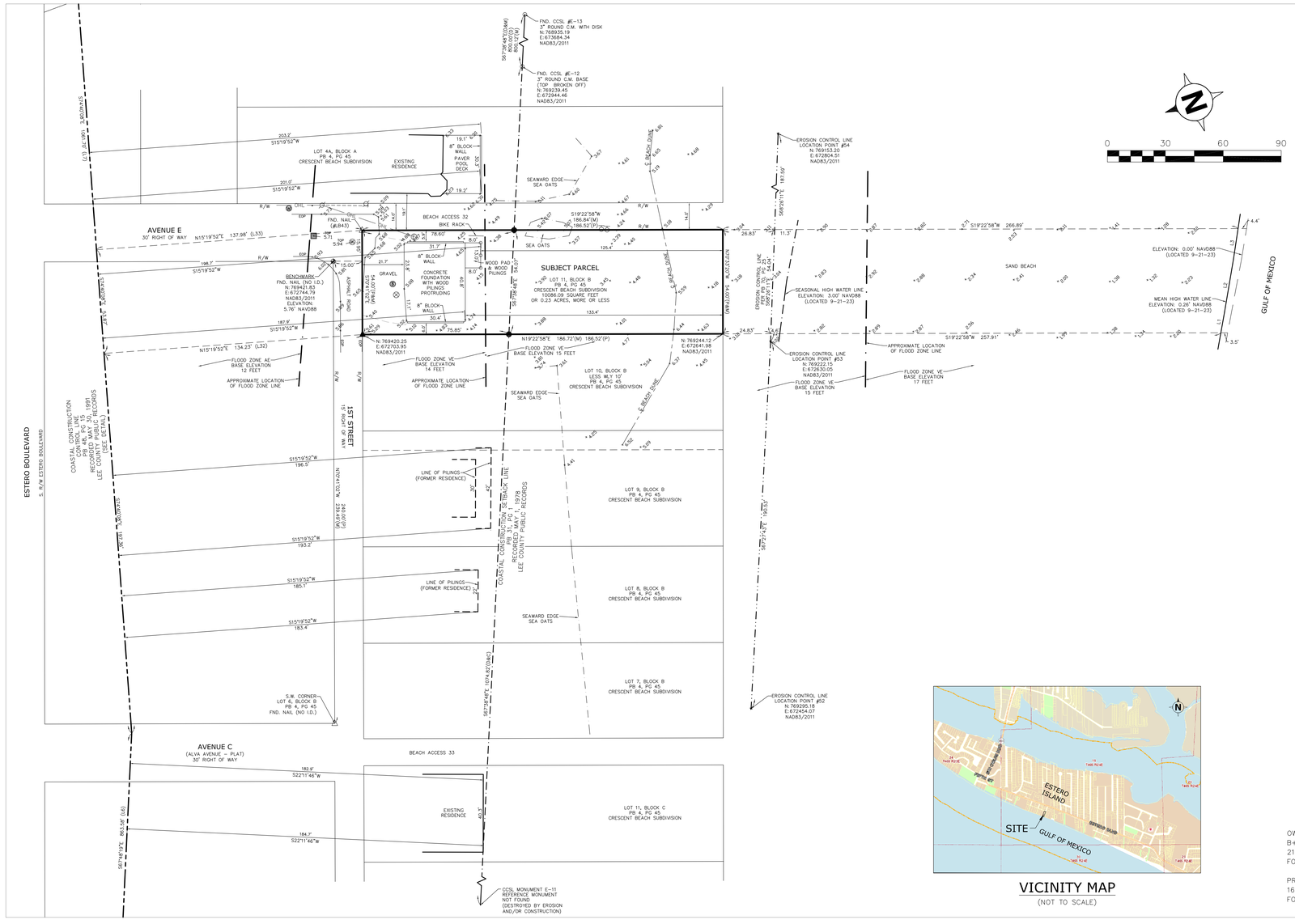
LINE TABLE

LINE	BEARING	DISTANCE
L1	S59°59'11"E	10.11'
L2	S60°54'43"E	28.57'
L3	S62°18'04"E	16.07'
L4	N47°59'53"W	27.80'
L5	S67°47'54"E	1020.06'
L6	S67°48'19"E	863.58'
L7	S74°40'08"E	1061.70'
L8	S61°53'52"E	1023.60'
L9	S61°43'56"E	937.38'
L10	S77°05'21"E	853.58'
L11	S55°12'42"E	609.40'
L12	S59°19'43"E	981.41'
L13	S59°17'33"E	694.83'
L14	S60°21'09"E	1035.98'
L15	S60°32'12"E	1034.34'
L16	S56°40'49"E	883.60'
L17	S53°16'37"E	1089.17'
L18	S53°27'39"E	850.32'
L19	S47°11'00"E	1320.81'
L20	S47°01'45"E	945.29'
L21	S48°14'53"E	904.47'
L22	S45°23'38"E	1124.60'
L23	S43°31'06"E	927.22'
L24	S39°09'46"E	1099.56'
L25	S53°49'22"E	908.90'
L26	S28°02'21"E	1142.40'
L27	S18°21'00"E	1063.12'
L28	S10°18'49"E	1292.22'
L29	S30°03'37"E	1181.94'
L30	S30°01'09"E	623.26'
L31	S45°43'16"E	1133.31'
L32	N15°19'52"E	134.23'
L33	N15°19'52"E	137.98'

LEGEND

⊕	BENCHMARK
▲	SET NAIL & DISK, #LB8450
●	SET 5/8" IRON ROD, #LB8450
△	FOUND NAIL & DISK, AS NOTED
○	FOUND 5/8" IRON ROD, AS NOTED
□	FOUND CONCRETE MONUMENT, AS NOTED
▩	DRAINAGE STRUCTURE
Ⓢ	SANITARY MANHOLE
	WOOD POWER POLE
	GUY ANCHOR
Ⓣ	TEMPORARY ELECTRIC SERVICE POLE
Ⓒ	SANITARY CLEAN-OUT
Ⓜ	WATER METER
⊗	WATER FAUCET
	GARBAGE CAN ON POST
LS	LICENSED SURVEYOR
LB	LICENSED BUSINESS
PLS	PROFESSIONAL LAND SURVEYOR
FND.	FOUND
EOP	EDGE OF PAVEMENT
FND.	IRON ROD
N/D	NAIL & DISK
C.M.	CONCRETE MONUMENT
I.D.	IDENTIFICATION
(M)	AS MEASURED
(P)	AS PER RECORD PLAT
(D)	AS PER DESCRIPTION
(C)	CALCULATED BASED ON MEASUREMENTS
ORI	OFFICIAL RECORDS INSTRUMENT
PB	PLAT BOOK
PG	PAGE
CONC.	CONCRETE
R/W	RIGHT OF WAY
O/H	OVERHEAD UTILITIES
CCCL	COASTAL CONSTRUCTION CONTROL LINE (1991)
CCSL	COASTAL CONSTRUCTION SETBACK LINE (1978)
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FPRN	FLORIDA PERMANENT REFERENCE NETWORK
NGS	NATIONAL GEODETIC SURVEY
NAD	NORTH AMERICAN DATUM
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
NCAT	NGS COORDINATE CONVERSION AND TRANSFORMATION TOOL
× 5.11	ELEVATION POINT

NO.	DATE	REVISION DESCRIPTION	BY



SURVEY PLAT

OF A PARCEL LYING IN
SECTION 19, TOWNSHIP 46 SOUTH,
RANGE 24 EAST,
LEE COUNTY, FLORIDA.

DESCRIPTION

(AS PER ORI #2009000330729)

LOT 11, BLOCK B, CRESCENT BEACH SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN PLAT BOOK 4, PAGE 45, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

NOTES

THIS PLAT WAS PREPARED AS A BOUNDARY AND TOPOGRAPHIC AND TIDAL WATER SURVEY.

THIS SURVEY PREPARED BASED ON THE RECORD PLAT OF CRESCENT BEACH SUBDIVISION, AND EXISTING MONUMENTATION.

BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983/2011; THE SIDE BOUNDARIES OF SAID PARCEL AS BEARING S19°22'58"W.

ELEVATIONS ARE BASED ON NORTH AMERICAN DATUM OF 1988, FROM NATIONAL GEODETIC SURVEY BENCHMARKS, 1) 872 5366 TIDAL 2, ELEVATION: 2.27 FEET AND 2) BOOB 2, ELEVATION: 5.03 FEET.

AS PER FDEP TIDAL WATER SURVEY PROCEDURAL APPROVAL, DATED 09/29/2023: TIDAL DATUM ELEVATIONS, NAVD 88, NTDE 1983-2001, AT SITE: MEAN HIGH WATER 0.26 FEET; MEAN LOW WATER -1.59 FEET; AND SEASONAL HIGH WATER 3.0 FEET. TIDAL DATUM ELEVATIONS INTERPOLATED USING TIDE INTERPOLATION POINTS 100229, 100230 AND 100222 FOR PERMITTING PURPOSES.

THIS TIDAL WATER SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.

THE COASTAL CONSTRUCTION CONTROL & SETBACK LINE MONUMENTS AND THE MEAN HIGH WATER LINE, 0.00' CONTOUR AND SEASONAL HIGH WATER LINE LOCATED WITH CARLSON BRX7 ROVER GPS SYSTEM USING REAL TIME KINEMATICS METHOD; SOFTWARE: CARLSON SURVPC VERSION 6.16.

COASTAL CONSTRUCTION SETBACK LINE (CCSL) MONUMENTS E-6 THRU E-11 AND REFERENCE MONUMENTS NOT FOUND. DESTROYED BY EROSION AND/OR CONSTRUCTION OR COVERED BY STORM DEBRIS.

PARCEL LIES IN THE FLOOD ZONES WITH BASE FLOOD ELEVATIONS AS SHOWN. THIS INFORMATION TAKEN FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 12071C0554G, EFFECTIVE DATE NOVEMBER 17, 2022.

UNDERGROUND IMPROVEMENTS, OTHER THAN THOSE SHOWN, IF ANY, WERE NOT LOCATED.

THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT OF TITLE AND ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW. PARCEL SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY OF RECORD.

VICINITY MAP
(NOT TO SCALE)

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, THAT THIS PLAT OF THE HEREON DESCRIBED PROPERTY IS A TRUE REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS OUTLINED IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

KENNETH E. TRASK
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NO. LS4684

DATE:

KENNETH E. TRASK LICENSE NUMBER LS 4684 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

NOTICE:

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

OWNER OF RECORD:
B+B PROPERTIES OF FORT MYERS
21050 SAINT PETERS DR
FORT MYERS BEACH, FL 33931

PROPERTY ADDRESS:
1668 1ST STREET
FORT MYERS BEACH, FL 33931

K.E. Trask, P.A.
Land Surveyors
Florida Licensed Business No. LB8450
12345 Blisingim Road
Fort Myers, Florida 33966
(239) 980-1495

date	dwg	scale	job#	sheet
9-25-23	23-41SR	1"=20'	23-41	1 of 1

PROPERTY REGULATIONS

ADDRESS: 16681 I STREET, FT MYERS BEACH, FL 33931
STRAP: 19-46-24-W4-0070B.0110
ZONING: DOWNTOWN
LAND USE: PEDESTRIAN COMMERICIAL

OWNER: DALE & DEBRA WEIDELING
711 MATANZAS CT, FT MYERS BEACH, FL 33931

FEMA FLOOD: VE: 14.00' IN BUILDABLE AREA
VE: 15.00' SEAWARD OF 1978 CCCL LINE

FDEP CCCL ELEV: 19.83' LOWEST STRUCTURAL HORIZONTAL BEAM

PROPERTY REGULATIONS IN DOWNTOWN DISTRICT

MIN. FRONT BUILD TO LINE:	5 FT
MAXIMUM FRONT BUILD TO LINE:	10 FT
MINIMUM REAR SETBACK:	25 FT
MINIMUM SIDE SETACK:	5 FT
MAXIMUM BUILDING HEIGHT:	30 FT ABOVE BASE FLOOD
MAXIMUM NUMBER OF STORIES:	3 (1ST FLOOR OPEN)
PARKING:	RESIDENTIAL = 2 PER UNIT
FLOOR AREA RATIO:	1.0 (10,367 SF)
BUILDING FRONTAGE - 34-675(a)	35% MINIMUM

GENERAL NOTES

1. THE LOCATION OF EXISTING UTILITIES ARE APPROXIMATE. CONTRACTOR RESPONSIBLE TO LOCATE ANY EXISTING UTILITY.
2. PRIOR TO ANY WORK, CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA, 800-432-4770 OR 811 FOR LOCATION OF UTILITY LINES.
3. SPECIAL DEVELOPMENT ENTITLEMENTS PER ORDINANCE 95-10-173.025 COP & RESOLUTION BZA-88-339 FOR GROUND LEVEL COMMERCIAL USE.

DEVELOPMENT SITE DATA

PRE-DEVELOPMENT SITE DATA

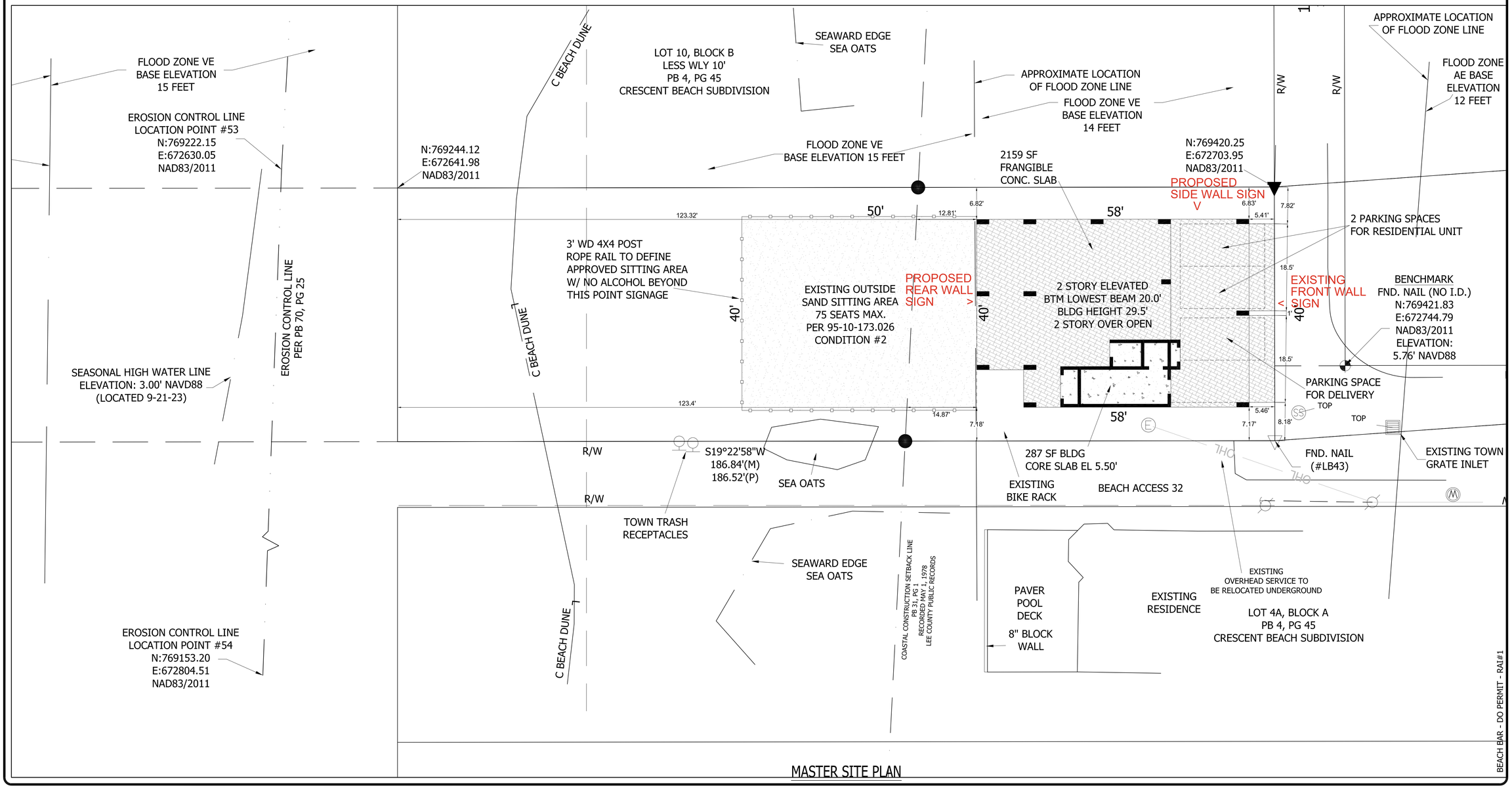
PARCEL AREA	0.23 ACRES
DESTROYED STRUCTURE FOOTPRINT	1,600 SF
DESTROYED DECK AREA	400 SF
EXISTING IMPERVIOUS AREA	100 SF
TOTAL HISTORICAL IMPERVIOUS AREA	2,100 SF
TOTAL HISTORICAL PERVIOUS AREA	7,986 SF
TOTAL PARCEL AREA	10,086 SF
ALLOWABLE IMPERVIOUS AREA (67%)	6,757 SF

DEVELOPMENT SITE DATA

POST-DEVELOPMENT SITE DATA

PARCEL AREA	0.23 ACRES
STRUCTURE FOOTPRINT	2,240 SF
STRUCTURE UNDER AIR	3,190 SF
TOTAL IMPERVIOUS AREA	2,446 SF
TOTAL PERVIOUS AREA	7,640 SF (75%)
ALLOWABLE IMPERVIOUS AREA (67%)	6,757 SQFT
PROPOSED TOTAL BUILDING AREA	2,446 SF
TOTAL PARCEL AREA	10,086 SF
PARCEL AREA (CPD ONLY)	4,159 SF
PARCEL AREA (EC ONLY)	5,927 SF
ALLOWABLE FLOOR AREA RATIO (1.4 CPD)	5,822 SF
ALLOWABLE FLOOR AREA RATION (0.01 EC)	60 SF
TOTAL ALLOWABLE FLOOR AREA RATIO	5,882 SF
PROPOSED FLOOR AREA	5,813 SF
PROPOSED FLOOR AREA RATIO	1.39
PROPOSED BUILDING FRONTAGE	74%

SCALE IN FEET
0 10' 20'



MASTER SITE PLAN

BEACH BAR - DO PERMIT - RAI#1

REV	NO.	DATE	DESCRIPTION	BY
	3	10/2/24	TOWN RAI#2 COMMENTS	JRI
	2	8/6/24	TOWN RAI#2 COMMENTS	JRI
	1	6/7/24	TOWN RAI#2 COMMENTS	JRI

MASTER SITE PLAN

THE BEACH BAR

B&B PROPERTIES OF FORT MYERS
1668 I STREET, FORT MYERS BEACH, FL 33931

THESE DRAWINGS ARE NOT TO BE REUSED WITHOUT THE WRITTEN PERMISSION FROM THE CONSULTANTS.

James Ink, P.E.
Florida Reg. No. 44956
DATE
INFORMATION, COPY ONLY, UNLESS ENDORSED WITH REGISTERED ENGINEERS SEAL

INK ENGINEERING INC.
CONSULTING ENGINEERS • PLANNING
2055 WEST FIRST STREET
FORT MYERS, FL 33901
JINK@INKENGINEERINGINC.NET

PROJECT NO.	23002
PROJECT MANAGER	James Ink P.E.
DRAWN BY	BWM
DATE	12.2023
SCALE	1"= 10'
SHEET NO. OF	4 of 8

Proposed sign on side elevation of building

RIGHT (NORTHWEST) ELEVATION

TOTAL SQ FT = 29.5 Sq Ft

LEE DESIGNS
3300 PALM AVENUE, FT. MYERS, FL 33901
PHONE: 239.278.4245
FAX: 239.278.3912

ALL ELECTRICAL WORK TO BE DONE IN COMPLIANCE WITH NFPA 70-17

ISA MEMBER

UL REGISTERED FIRM REG#: E216325

This sign, including, but not limited to, all plastic or similar components thereof, has been designed in compliance with the 2020 Florida Building Code 7th Edition, 1609 Wind Loads, ASCE/SEI 7-16 Wind Loads, 3107, and NFPA 70-17

CUSTOMER APPROVAL:

SIGNATURE

DATE

JOB DESCRIPTION:						PROJECT MANAGER:	DESIGNER:
Wall						Elisha White	MB
COMPANY:	DRAWING NUMBER:	INITIAL DRAWING DATE:	REVISION	REVISION	REVISION		
Beach Bar	24-0323 01 G	3/27/2024	4/17 E	4/22 F	4/24 G	Rev G - Added border to rear wall letters	
CONTACT:	PHONE:	E-MAIL:				SCALE: NONE	
ADDRESS:		FILEPATH:				SHEET 2 of 6	
1668 I Street Ft Myers Beach Fl		Z:\grfx\S Jobs\Stevens Construction\The Beach Bar (Beach Pub)\Ft. Myers Beach, 1668 I Street\E\24-0323, Package\Drawings\24-0323 01 G the Beach Bar - Wall.cdr					

THIS DESIGN IS THE EXCLUSIVE PROPERTY OF LEE DESIGNS LLC AND IS NOT TO BE USED IN WHOLE OR PART BY ANY OTHER PARTIES WITHOUT WRITTEN PERMISSION BY LEE DESIGNS LLC DIMENSIONS AND COLORS MAY VARY SLIGHTLY DUE TO LIMITATIONS WITH FABRICATION MATERIALS

Proposed Sign on side elevation

MANUFACTURE & INSTALL ONE (1) SINGLE FACED, NON ILLUMINATED WALL SIGN ON BACKER PANEL.

BACKER TO BE ALL ALUMINUM CONSTRUCTION OVER INTERNAL ANGLE BRACING, FINISH TO BE SMOOTH. ALL COPY AND LOGO TO BE .25” FLAT CUT OUT DIBOND WITH PRINTED GRAPHIC APPLIED FIRST SURFACE. TO MOUNT TO EXTERIOR WALL ABOVE ENTRANCE.

BLACK

LEE DESIGNS
3300 PALM AVENUE, FT. MYERS, FL 33901
PHONE: 239.278.4245
FAX: 239.278.3912

ALL ELECTRICAL WORK TO BE DONE IN COMPLIANCE WITH NFPA 70-17

ISA MEMBER

UL REGISTERED FIRM REG#: E216325

This sign, including, but not limited to, all plastic or similar components thereof, has been designed in compliance with the 2020 Florida Building Code 7th Edition, 1609 Wind Loads, ASCE/SEI 7-16 Wind Loads, 3107, and NFPA 70-17

CUSTOMER APPROVAL:

SIGNATURE

DATE

JOB DESCRIPTION:						PROJECT MANAGER:	DESIGNER:
Wall						Elisha White	MB
COMPANY:	DRAWING NUMBER:	INITIAL DRAWING DATE:	REVISION	REVISION	REVISION		
Beach Bar	24-0323 01 G	3/27/2024	4/17 E	4/22 F	4/24 G	Rev G - Added border to rear wall letters	
CONTACT:	PHONE:	E-MAIL:				SCALE: 1/2” = 1’-0”	
ADDRESS:		FILEPATH:				SHEET 1 of 6	
1668 I Street Ft Myers Beach Fl		Z:\grfx\S Jobs\Stevens Construction\The Beach Bar (Beach Pub)\Ft. Myers Beach, 1668 I Street\E\24-0323, Package\Drawings\24-0323 01 G the Beach Bar - Wall.cdr					

THIS DESIGN IS THE EXCLUSIVE PROPERTY OF LEE DESIGNS LLC AND IS NOT TO BE USED IN WHOLE OR PART BY ANY OTHER PARTIES WITHOUT WRITTEN PERMISSION BY LEE DESIGNS LLC DIMENSIONS AND COLORS MAY VARY SLIGHTLY DUE TO LIMITATIONS WITH FABRICATION MATERIALS

Proposed sign on on Rear Elevation (Beach Side)

REAR (SOUTHWEST) ELEVATION

TOTAL SQ FT = 48.8 Sq Ft

LEE DESIGNS
3300 PALM AVENUE, FT. MYERS, FL 33901
PHONE: 239.278.4245
FAX: 239.278.3912

ALL ELECTRICAL WORK TO BE DONE IN COMPLIANCE WITH NFPA 70-20 NEC 2020

ISA MEMBER

UL REGISTERED FIRM REG#: E216325

This sign, including but not limited to, all plastic of similar componants therof, has been designed in compliance with the 2023 Florida Building Code 8th EDITION, 1609 Wind Loads, ASCE/SEI 7-22 Wind Loads, 3107, NFPA 70-20 NEC 2020

CUSTOMER APPROVAL:

SIGNATURE

DATE

JOB DESCRIPTION:						PROJECT MANAGER:	DESIGNER:
Wall 3						Elisha White	MB
COMPANY:	DRAWING NUMBER:	INITIAL DRAWING DATE:	REVISION	REVISION	REVISION		
The Beach Bar	24-0323 03 G	3/27/2024	4/17 E	4/22 F	4/24 G	Rev G - Added border to rear wall letters	
CONTACT:	PHONE:	E-MAIL:				SCALE: NONE	
ADDRESS:		FILEPATH:					SHEET 6 of 6
1668 I Street Ft Myers Beach Fl		Z:\grfx\S Jobs\Stevens Construction\The Beach Bar (Beach Pub)\Ft. Myers Beach, 1668 I Street\E\24-0323, Package\Drawings\24-0323 01 G the Beach Bar - Wall.cdr					

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MANUFACTURE & INSTALL ONE (1) SET OF SINGLE FACED, NON ILLUMINATED FLAT CUT OUT LETTERS

.25” FLAT CUT OUT DIBOND WITH SMOOTH PAINTED FINISHE.

TO MOUNT TO EXTERIOR WALL ABOVE REAR ENTRANCE.

PMS#116c

Proposed sign on on Rear Elevation (Beach Side)

LEE DESIGNS
3300 PALM AVENUE, FT. MYERS, FL 33901
PHONE: 239.278.4245
FAX: 239.278.3912

ALL ELECTRICAL WORK TO BE DONE IN COMPLIANCE WITH NFPA 70-17

ISA MEMBER

UL REGISTERED FIRM REG#: E216325

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CUSTOMER APPROVAL:

SIGNATURE

DATE

JOB DESCRIPTION:						PROJECT MANAGER:	DESIGNER:
Wall 3						Elisha White	MB
COMPANY:	DRAWING NUMBER:	INITIAL DRAWING DATE:	REVISION	REVISION	REVISION		
Beach Bar	24-0323 03 G	3/27/2024	4/17 E	4/22 F	4/24 G	Rev G - Added border to rear wall letters	
CONTACT:	PHONE:	E-MAIL:				SCALE: 1/4” = 1’-0”	
ADDRESS:		FILEPATH:				SHEET 5 of 6	
1668 I Street Ft Myers Beach Fl		Z:\grfx\S Jobs\Stevens Construction\The Beach Bar (Beach Pub)\Ft. Myers Beach, 1668 I Street\E\24-0323, Package\Drawings\24-0323 01 G the Beach Bar - Wall.cdr					

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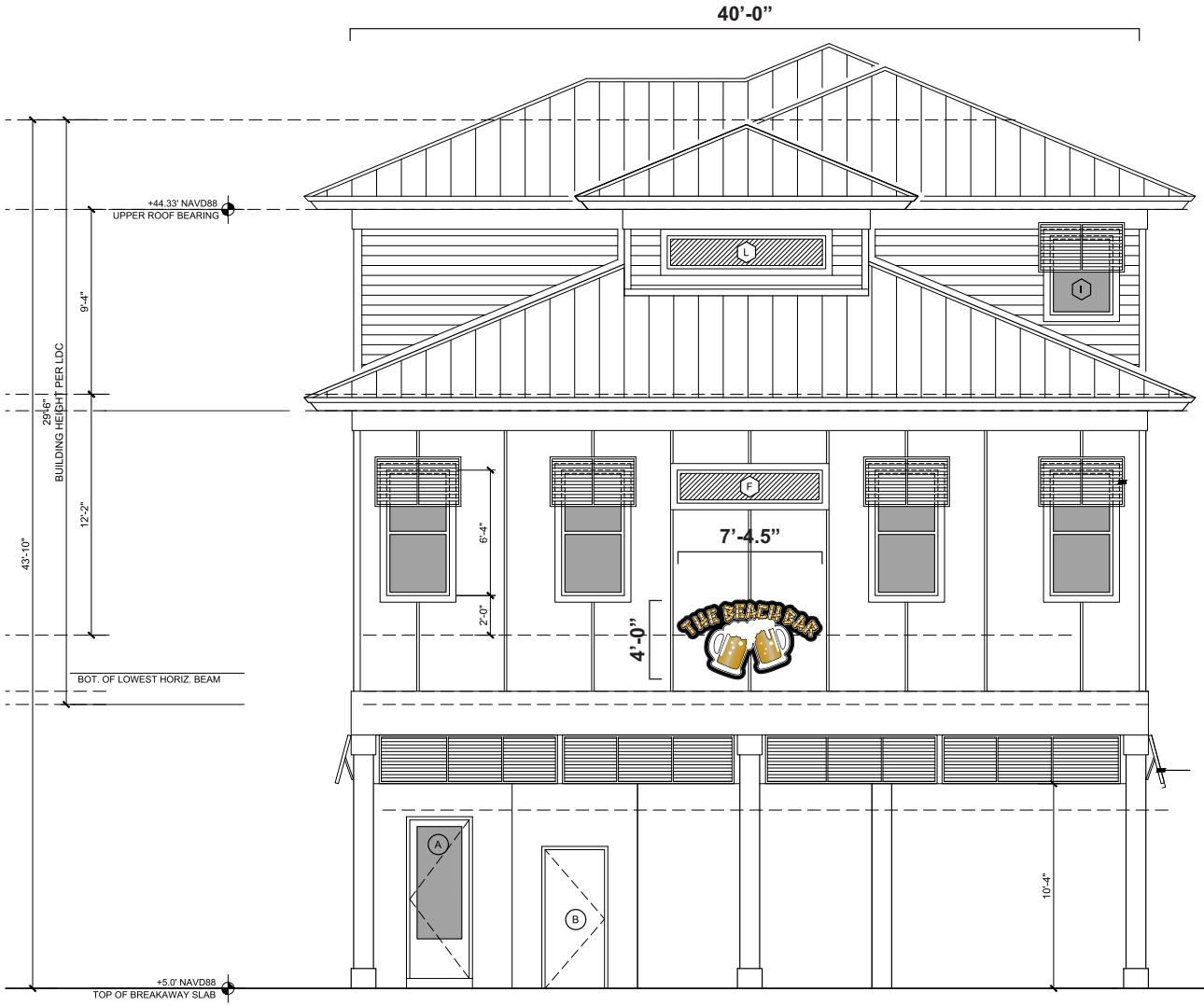

Existing Sign on Front Elevation

FRONT ELEVATION

TOTAL SQ FT = 29.5 Sq Ft

LEE DESIGNS
3300 PALM AVENUE, FT. MYERS, FL 33901
PHONE: 239.278.4245
FAX: 239.278.3912

ALL ELECTRICAL WORK TO BE DONE IN COMPLIANCE WITH NFPA 70-17

ISA MEMBER

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CUSTOMER APPROVAL:

SIGNATURE

DATE

JOB DESCRIPTION:						PROJECT MANAGER:	DESIGNER:
Wall 2						Elisha White	MB
COMPANY:	DRAWING NUMBER:	INITIAL DRAWING DATE:	REVISION	REVISION	REVISION		
Beach Bar	24-0323 02 G	3/27/2024	4/17 E	4/22 F	4/24 G	Rev G - Added border to rear wall letters	
CONTACT:	PHONE:	E-MAIL:				SCALE: NONE	
ADDRESS:		FILEPATH:					SHEET 4 of 6
1668 I Street Ft Myers Beach Fl		Z:\grfx\S Jobs\Stevens Construction\The Beach Bar (Beach Pub)\Ft. Myers Beach, 1668 I Street\E\24-0323, Package\Drawings\24-0323 01 G the Beach Bar - Wall.cdr					

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Existing Sign on Front Elevation

MANUFACTURE & INSTALL ONE (1) SINGLE FACED, ILLUMINATED WALL SIGN ON BACKER PANEL.

BACKER TO BE ALL ALUMINUM CONSTRUCTION OVER INTERNAL ANGLE BRACING, FINISH TO BE SMOOTH. ALL COPY AND LOGO TO BE .75” WHITE ACRYLIC PUSH THRU WITH OPAQUE PRINTED GRAPHICS APPLIED FIRST SURFACE.

TO BE ILLUMINATED USING AMBER LED’s

BLACK

LEE DESIGNS
3300 PALM AVENUE, FT. MYERS, FL 33901
PHONE: 239.278.4245
FAX: 239.278.3912

ALL ELECTRICAL WORK TO BE DONE IN COMPLIANCE WITH NFPA 70-17

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1668 I Street Ft Myers Beach Fl		Z:\grfx\S Jobs\Stevens Construction\The Beach Bar (Beach Pub)\Ft. Myers Beach, 1668 I Street\E\24-0323, Package\Drawings\24-0323 01 G the Beach Bar - Wall.cdr					

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8-30-25

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: 1668 I Street, Fort Myers Beach, FL 33931

STRAP Number: 19-46-24-W4-0070B.0110

Applicant: B & B Properties of Fort Myers, (Sign Permits Plus, agent) Phone: 813-898-7580

Contact Name: Renee Oij, Lindsay Oij and/or Lance Oij Phone: 941-518-4342

Email: renee@signpermits plus.com Fax: _____

Current Zoning District: CPD

Future Land Use Map (FLUM) Category: _____

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

AMEND

PART I – General Information

A. Applicant*: Sign Permits Plus, Renee Oij, Lindsay Oij and/or Lance Oij Phone: 941-518-4342

**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: 235 Apollo Beach Blvd, Suite 507, Apollo Beach, FL 33572

Email: renee@signpermitsplus.com Fax: _____

Contact Name: Renee Oij Phone: 941-518-4342

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

B. Relationship of Applicant to subject property:

- [x] Owner*
- [ ] Corporation*
- [ ] Subdivision*
- [ ] Authorized Representative*
- [ ] Land Trust*
- [ ] Association*
- [ ] Timeshare Condo*
- [ ] Other* (please indicate)_____
- [ ] Partnership*
- [ ] Condominium*
- [ ] Contract Purchaser*

**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: Renee Oij, LRO LLC dba Sign Permits Plus Phone: 941-518-4342

Address: 235 Apollo Beach Blvd, Suite 507, Apollo Beach, FL 33572

Email: renee@signpermitsplus.com Fax: _____

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

Name: Lindsay Oij, LRO LLC dba Sign Permits Plus Phone: 813-898-7580

Address: 235 Apollo Beach Blvd, Suite 507, Apollo Beach, FL 33572

Email: lindsay@signpermitsplus.com Fax: _____

Name: Lance Oij, LRO LLC dba Sign Permits Plus Phone: 941-219-9062

Address: 235 Apollo Beach Blvd, Suite 507, Apollo Beach, FL 33572

Email: _____ Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

- [ ] Special Exception
- [x] ~~Variance from LDC Section~~ 30 - 5
- [ ] Conventional Rezoning from _____ to _____
- [ ] Planned Development
- [ ] Rezoning from _____ to [ ] Commercial PD [ ] Residential PD
- [x] Amendment. List the project number: 24-18 DC120240143 *
- [ ] 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

Docusign Envelope ID: A0A7C183-DF28-4032-99CB-88D71BD72070

☐ Appeal of Administrative Action

☐ Vacation ☐ Right-of-Way ☐ Easement

☐ Other. Please Explain: _____

_____

_____

PART III – Waivers

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

Code Section: N/A Description: _____

_____

Code Section: _____ Description: _____

_____

Code Section: _____ Description: _____

_____

PART IV – Property Ownership (Single Owner)

☐ Single Owner (individual or husband and wife)

Name: N/A Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT
APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, N/A 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;

Docusign Envelope ID: 7BDC4F6C-FFB0-4364-A558-B90F16CA6B76

Docusign Envelope ID: A0A7C183-DF28-4032-99CB-88D71BD72070

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.

Signed by: Greg Boyd
17D956EADDAC4A5...
Signature

Greg Boyd
Printed Name

STATE OF FL **COUNTY OF** LEE

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR ____ online notarization, this 7 day of July, 2025, by Greg Boyd, ☒ who is personally known to me OR ☐ who has produced

_____ as identification.

JANET D ATWOOD
Notary Public - State of Florida
Commission # HH 522860
My Comm. Expires May 1, 2028
Bonded through National Notary Assn.

(SEAL)

Janet D Atwood
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
~~N/A~~	

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

Docusign Envelope ID: A0A7C183-DF28-4032-99CB-88D71BD72070

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
N/A	

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
N/A	

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

Name and Address	Percentage of Ownership
N/A	

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

Name, Address and Office	Percentage of Stock
N/A	

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

Docusign Envelope ID: A0A7C183-DF28-4032-99CB-88D71BD72070

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

Date of Contract: _____

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

Name	Address
N/A	

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

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

_____ _____

Signature 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, Greg Boyd (name), as Manager (title) of B & B Properties of Fort Myers Beach 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.

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

B & B Properties of Fort Myers Beach, LLC

Name of Entity (corporation, partnership, LLP, LLC, etc)

Signed by: MJ Boyd 17D958EADDAC4A5...

Signature

Owner

Title

Greg Boyd

Typed or Printed Name

7/2/2025

Date

STATE OF FL **COUNTY OF** LEE

The foregoing instrument was certified and subscribed before me by means of ☑ physical presence OR ☐ online notarization, this 7 day of July, 2025, by Greg Boyd, ☒ who is personally known to me OR ☐ who has produced _____ as identification.

JANET D ATWOOD
Notary Public - State of Florida
Commission # HH 522860
My Comm. Expires May 1, 2028
Bonded through National Notary Assn.

Janet D Atwood
Notary Public Signature

PART VI– Property Information

A. Legal Description:

STRAP: 19-46-24-W4-0070B.0110

Property Address: 1668 I Street, 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: Crescent Beach

Book: 4 Page: 45 Unit: _____ Block: B Lot(s): 11

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) 54.' feet

Depth (please provide an average width if irregular in shape) 186.72' (M) feet

Frontage on street: 54' feet. Frontage on waterbody: _____ feet

Total land area: 10086.09 ☐ acres ☒ square feet

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

Big Carlos Pass Bridge County Rd 865, Fort Myers Beach, FL 33931
Head west on Estero Blvd 3.9 mi Continue onto Estero Blvd 1.7 mi
Turn left onto Avenue E 177 ft Turn right onto I Street
Destination will be on the left

☒ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

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

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

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

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

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

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

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

☐ Low Density
☐ Mixed Residential
☐ Boulevard
☐ Pedestrian Commercial
☐ Marina
☐ Recreation
☐ Wetlands
☐ Platted Overlay

Case # _____ Date Received: _____

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-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: The Beach Bar - Amendment to CPD
Authorized Applicant: Renee Oij, Lindsay Oij and/or Lance Oij
STRAP Number(s): 19-46-24-W4-0070B.0110

Current Property Status: Mixed Use, Comm'l Ground floor, Residential upper floors
Current Zoning: CPD
Future Land Use Map (FLUM) Category:
Platted Overlay? ☐ **yes,** ☐ **no FLUM Density Range:**

Requested Action:

☐	DRI (with rezoning)
☐	Planned Development (also check below)
☐	Rezoning from: to:
☑	Amendment to Master Concept Plan/attendant documentation

PART I
Narrative Statements

A. **Comprehensive Plan Amendments** (check one)

☑ There are NO Comprehensive Plan Amendments pending that could affect the future use of this property.
☐ The following Comprehensive Plan Amendments ARE pending and could affect the future use of this property (list the amendment and give a brief explanation of its possible effect)

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)
This is a minor amendment to the CPD to address signage at the
site. The Beach Bar is requesting a deviation from LDC 30-5
to allow three (3) wall signs for a total of 108 square feet where 32 square feet
is allowed by code.
The signage will be installed in one phase if approved.

C. **Comprehensive Plan Compliance.**

Explain how the proposed development complies with applicable Goals, Objectives, and Policies of the Fort Myers Beach Comprehensive Plan.

Signage proposed with this request for deviation occupies a small percentage of
the building facades on which they will be attached. These signs are designed to
be the minimum necessary to be seen by pedestrians and drivers searching for
refreshments and a spot to rest while overlooking the beautiful beach. The
request is not a result of any illegal actions of the applicant. Instead, the request
is made in advance of any action. Granting the deviation serves the residents,
visitors and neighbors by providing clear identification of the business to allow
customers to easily navigate to the establishment. It is in keeping with the signage
granted to similar businesses within Fort Myers Beach and would not grant the
applicant special rights of priveleges not afforded to others. The signs are
designed to be in compliance with turtle laws and remain non-illuminated
year-round.

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.

The proposed signage is integrated with and harmonious to the building
on which is will be attached complying with the Purpose and Intent of the Land
development code. The deviation, if granted, would positively impact
surrounding properties by making sure that customers of The Beach Bar know
where to go, and do not wander to adjacent properties in search of the location.
The signs that are proposed are non-illuminated so they do not provide any
visual disturbance to either the adjacent properties or aquatic neighbors.
There are turtle-friendly, plastic, flat cut-out letters letters proposed on the rear
elevation facing the beach and a non-illuminated logo sign proposed on the
side elevation.

E. Decision-making Compliance

Explain how the proposed development complies with the guidelines for decision-making embodied in LDC Section 34-85.

The LDC recognizes that signage along Fort Myers Beach should serve
residents and non-residents by providing information that decreases the
probability of accidents, protects the public health, safety and general welfare.
Providing clear identification for The Beach Bar serves that purpose while
creating signage that is attractive and integrated to the design of the building.
The yellow signage complements the yellow awnings on the building with a
scale that does not create visual blight.
The building's large setback from Estero Boulevard, where vehicular traffic
will be coming from, along with its customer entrances on I Street and the beach
make is unique and worthy of relief from the regulations.
The proposed side elevation sign aids drivers traveling southbound while
the proposed rear elevation sign provides customers entering from the beach
information they need to navigate to the watering spot without confusion.

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.

Signage was not addressed in the Master Concept Plan.
This amendment is a request for deviation from LDC 30-5 (a) Permanent Signs,
1. Size, a. For a parcel of land containing one or two business establishments
each separate business establishment shall be allowed a maximum of 32
square feet of sign area
The Beach Bar is unusual in that its customer traffic is coming from both a
pedestrian pathway from the beach and I Street that runs parallel to Estero Blvd.
That means they need to have identification on the building to allow both drivers
and beach goers guidance to the entrance. The existing wall sign on the front
elevation is partially obstructed by a palm tree to drivers on Estero Blvd, where
customers myst turn to navigate to I-Street. The building is setback over 150 feet
from Estero Blvd which also decreases visibility of the existing signage.

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.

NOT APPLICABLE

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.

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: **Commercial Planned Development Amendment**

CASE NUMBER: **Ord 25-21, DCI Rezoning 20250188**

CASE NAME: **Beach Bar**

LPA HEARING DATE: **October 14th, 2025**

TOWN COUNCIL HEARING DATE: **November 17th, 2025 (First reading)**
December 15th , 2025 (Second Reading)

STAFF RECOMMENDATION: **Approval with conditions**

PREPARED/ SUBMITTED BY: **Sakshi, LEED AP ND/ Jason Green, AICP**

I. APPLICATION SUMMARY

Applicant/Owner: Renee Oij from Sign Permits Plus/ B & B Properties of Fort Myers

Request: Amend the existing CPD Ordinance#24-18 (See Exhibit A) to include a deviation to allow three signs of total 108 square feet.

Physical Address: 1668 I Street

STRAP #: 19-46-24-W4-0070B.0110

FLU: Pedestrian Commercial

Adjacent zoning and land uses:

North: DOWNTOWN
Vacant, previously residential

South: Environmentally Critical/Recreation
Beach

East: DOWNTOWN
Residential

West: DOWNTOWN
Vacant

II. BACKGROUND AND ANALYSIS

The applicant, Renee Oij from Sign Permits Plus on behalf of the property owner B & B Properties of Fort Myers is requesting an amendment to the list of deviations for an existing Commercial Planned Development (CPD) as approved in ordinance 24-18, to include a deviation for additional signage of total 108 square feet where maximum 32 square feet is permitted by LDC Section 30-5. The request will allow the Applicant to install three signs, including an existing illuminated sign of 29.5 sq. ft. sign facing I Street, non-illuminated 29.5 sq. ft. sign facing Avenue E and a non-illuminated 48.8 sq. ft. sign facing the Gulf or Beach area.

In 2024, Town of Fort Myers beach's Town Council approved and adopted ordinance 24-18, a request to rezone the subject property from Downtown to Commercial Planned Development for the redevelopment of a bar and dwelling unit. The signage was not addressed during the approval of the CPD. The Applicant is now proposing three signs of total 108 square feet where only a sign of maximum 32 square feet is permitted per establishment by LDC Section 30-5. The Applicant is therefore requesting an amendment to existing CPD to include a deviation to allow additional signage.

On October 14, 2025, LPA voted unanimously (6-0) to recommend approval with conditions for CPD Amendment request 20250188, a request to allow an Amendment to the CPD approved by Ordinance 24-18 and amend the deviations to include a deviation to allow three signs of total 108 square feet where a maximum one sign of 32 square feet is permitted.

Analysis:
The subject property has supported bar and residence since at least 1995. The bar use received approval through Lee County Special Permit Case 95-10-173 and has been in operation since that time. A reduction in parking requirements from 10 parking spaces to 0 parking spaces was approved per Lee County Resolution BZA-88-339. Pre Ian, the property included a ground floor retail store with alcohol sales and a second story with two residential units, for a total of approximately 3,690 square feet, per the Lee Property Appraiser property details.

In 2024, Town Council approved and adopted Ordinance 24-18, a request to rezone the subject property from Downtown Zoning to Commercial Planned Development with one deviation, for the redevelopment of a bar and residential dwelling. As per the approved Master Concept Plan, the ground floor open area will be used as a bar which will open to the beach where a sand seating area is located. A residence is proposed on the second and third floor of the structure. The total proposed gross square footage is 5,822 square feet. The signage was not addressed during the CPD approval.

LDC Section 30-5, permits a wall sign of maximum 32 square feet area per establishment. The code is silent on sign language for establishments set on larger site area, establishments situated at a significant street setback and sign requirements for establishments abutting multiple streets or beach frontage. To ensure clear visibility of the signage, the Town has previously approved multiple signs totaling up to more than 32 square feet in area for different establishments- like La De Dah beach bar & Grill and Salty Rim Bar in Margaritaville. The staff plans to address this ambiguity in code during the Land Development code update.

At this time, the Applicant is proposing three signs of total 108 square feet where only a sign of maximum 32 square feet is permitted per establishment by LDC Section 30-5. The Applicant is therefore requesting an amendment to existing CPD to include a deviation to allow additional signage.

Neighborhood Compatibility:
The Beach Bar is in the downtown area of Fort Myers Beach, which is intended as the commercial center for the Town. The use has existed on this site since at least 1995 and is compatible with the neighboring uses. The proposed sign facing the beach will be non-illuminated and compliant with the Town's Sea Turtle Conservation code.

Proposed Deviations:

Deviation #1
Request to deviate from 34-675(c)3 that states, "Floor area ration (FAR). Floor area ratios (see 34-633) of the chapter) shall not exceed: (3) 1.0 for all other properties in the Downtown District" to allow an FAR of 1.4 consistent with properties fronting Estero Blvd per 34-675 (c)(2).

This deviation was previously approved and there are no proposed changes to existing FAR or language of the deviation.

Deviation #2
Requesting a deviation from LDC 30-5, to allow three (3) wall signs for a total of 108 square feet where a total of 32 square feet is allowed by code.

The subject property is a corner lot with I street as primary street and Avenue E as side street. The rear of the property abuts the Beach area and Gulf of Mexico. The code is silent on sign language for establishments abutting multiple streets or beach frontage. To ensure clear visibility of the signage, the Town has previously approved multiple signs totaling more than 32 square feet in downtown area of the Town and the staff believes the request to permit additional signage is reasonable for the subject property. See the applicant provided rendering in Exhibit C for greater detail on the signs.

IV. FINDINGS AND CONCULSIONS

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

LDC Sec. 34-85 (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.

(2) Whether there exist changed or changing conditions which make approval of the request appropriate.
Staff response: The Applicant has the choice to construct one sign of 32 square feet, consistent with the Town's LDC. The request to provide three signs of total area higher than 32 square feet is a design choice, not a changing condition.

(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 intent and intensity of the Pedestrian Commercial future land use district.

(8) Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.
Staff response: The proposed development will be required to meet performance standards set forth in 34-2031 and 34-2032.

(9) Whether urban services are, or will be, available and adequate to serve a proposed land use change.
Staff response: The urban services exist in this location.

(10) Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.
Staff response: The request will have no impact on designated environmentally critical areas and natural resources. The request does not include any revision to the environmentally critical areas.

(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 Beach Bar is in the downtown area of Fort Myers Beach, which is intended as the commercial center for the Town. The use has existed on this site since at least 1995 and the request to allow three signs of total 108 sq. ft. area is compatible with the neighboring uses.

(12) Whether the location of the request places an undue burden upon existing transportation or other services and facilities and will be served by streets with the capacity to carry traffic generated by the development.
Staff response: The location is compatible.

(13) For planned development rezonings, see § 34-216 for additional considerations

LDC Sec. 34-85 (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.

(3) Any other applicable town ordinances or codes.
Staff response: The proposed request complies with all other town ordinances and codes.

(4) For planned development rezonings, see § 34-216 of this chapter for additional findings

LDC Sec. 34-216(b)(2) The recommendation made to the town council must be supported by the guidelines set forth in § 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;
Staff response: The uses are appropriate in this location as it is within the FLU category of Pedestrian Commercial.

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: No special conditions are proposed.

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: No special conditions are requested as part of this application.

d. The proposed use meets all specific requirements of the comprehensive plan that are relevant to the requested planned development, such as the following:

1. Policies 4-B-4 and 4-C-3 on commercial uses in the "mixed residential" category.
Staff response: Not applicable.

2. Policies 4-B-5 and 4-C-3 on commercial rezonings in the "boulevard" category.
Staff response: Not applicable.

3. Policy 4-C-4 on building heights taller than the standard height limit.
Staff response: No additional height is requested.

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: There are no anticipated adverse traffic impacts

V. RECOMMENDATION

Staff finds that the CPD amendment meets the criteria set forth in Sec. 34-85(b) and (c) and 34-216(2) of the LDC. Staff recommends **approval with conditions** of DCI20250188.

On October 14, 2025, LPA voted unanimously (6-0) to recommend approval with conditions for CPD Amendment request 20250188, a request to allow an Amendment to the CPD approved by Ordinance 24-18 and amend the deviations to include a deviation to allow three signs of total 108 square feet where a maximum one sign of 32 square feet is permitted.

VI. AMENDED LIST OF CONDITIONS OF APPROVAL (removed as ~~strike through~~, added as underlined)

1. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
2. The proposed development must be substantially in compliance with the Master Concept Plan attached to the ordinance.
3. A Landscaping Plan and Photometric Plan must be approved prior to CO.
4. From BZA-88-339: The commercial use shall be limited to the retail sales of beach oriented convenience items, including packaged food and beverage and beach recreational rentals; and
5. From BZA-88-339: Public access shall be limited to the beach on Gulf side of the business.
6. From 95-10-173: The Special Permit for consumption on premises in conjunction with outdoor seating is limited to the use in conjunction with the existing retail use. The use of a bar/service bar on this property is prohibited. However, this does not prohibit the sale of draft beer or wine which is poured from a large bottle, so long as it is consumed only in the designated locations. There will be no waiter or waitress service: the customers must order their drinks from inside the premises and directly from the person who pours the drinks.
7. From 95-10-173: The location of the Special Permit for consumption on premises in conjunction with outdoor seating is limited to the outdoor deck area (approximately 10 feet by 40 feet as shown on Attachment B to the Staff report) which separates the retail use the beach area, and on the first 50 feet of the beach which extends south from the deck area toward the water. The seating for both areas may not exceed 75 seats.
8. The alcohol consumption portion of the beach area will be clearly marked.
9. From 95-10-173: Hours of operation for the outdoor seating area are limited to 10:00 a.m. to 10:00 p.m., daily.
10. From 95-10-173: Live entertainment is limited to the hours of 10 a.m. to 8 p.m., daily.
11. The conditions of Resolution No. BZA-88-339 and from Special Permit 95-10-173 will remain in full force and effect to the extent that they are not in conflict with this ordinance.
12. <u>All signs containing commercial messages, including those shown for the proposed bar, must be in compliance with LDC Chapter 30, except as approved herein by deviations.</u>
13. <u>The approval for the CPD Amendment is contingent to the Town Council's approved and adopted Ordinance#24-18, approving with conditions a request to rezone the property located at 1668 I street, Fort Myers Beach, from downtown to Commercial Planned Development (CPD) zoning, with deviations, for a bar and residence. Any violation of the conditions of approval for the CPD approval shall render the CPD Amendment approval null and void.</u>

ATTACHMENTS:
Exhibit A –Ordinance 24-18
Exhibit B – Amended List of Deviations and conditions of Approval
Exhibit C – Signage Plan

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: (25-21)

AN ORDINANCE OF THE TOWN COUNCIL OF FORT MYERS BEACH, FLORIDA APPROVING/APPROVING WITH CONDITIONS/ DENYING AN AMENDMENT TO THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING, PREVIOUSLY APPROVED BY RESOLUTION 24-18 FOR THE PARCEL LOCATED AT 1668 I STREET, GENERALLY IDENTIFIED AS STRAP NUMBER 19-46-24-W4-0070B.0110 FORT MYERS BEACH, TO INCLUDE A DEVIATION FOR ADDITIONAL SIGNAGE; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

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

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance is to allow an amendment to the Commercial Planned Development (CPD) zoning, previously approved by ordinance 24-18 for the parcel located at 1668 I street, generally identified as Strap Number 19-46-24-W4-0070B.0110 Fort Myers Beach, to include a deviation for additional signage.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, including the following, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are unlikely to be direct compliance costs associated with the ordinance.

The ordinance does not impose any new charge or fee on businesses.

There are no new charges or fees that will be imposed on businesses by the ordinance.

The Town will not likely incur additional costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
One property owner will be impacted by this proposed ordinance.

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

1. **Request:**

Meeting Date: November 17, 2025

This quasi-judicial agenda item is a 1st Reading and Public Hearing on proposed Ordinance 25-22. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for December 15, 2025 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING/APPROVING WITH CONDITIONS/ DENYING AN AMENDMENT TO THE COMMERCIAL PLANNED DEVELOPMENT (CPD) APPROVED BY ORDINANCE 24-15 FOR THE PROPERTY LOCATED AT 125, 131-151 SCHOOL STREET AND 2661-2681 ESTERO BLVD., FORT MYERS BEACH, GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W3-0020C.0230; 19-46-24-W3-0020C.0270; 19-46-24-W3-0020C.0290 IN FORT MYERS BEACH; PROVIDING FOR REVISIONS TO THE SCHEDULE OF PERMITTED USES TO INCLUDE OUTDOOR CONSUMPTION OF ALCOHOLIC BEVERAGES ON THE PROPERTY AS A USE ASSOCIATED WITH THE APPROVED HOTEL AND RESTAURANT USES; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The Town Council will take into account the recommendations made by the LPA for DCI20250201

What the action accomplishes:

The Town Council will take into account the recommendations made by the LPA for DCI20250201 regarding an amendment to the schedule of uses for an existing CPD, resolution 24-15 (Exhibit A), to include outdoor consumption on premises as a use associated with the hotel and restaurant.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
PUBLIC HEARINGS	Ordinance	Jason Green, Community Development Services

5. **Background:**

The Neighborhood Company, applicant for Cottages at Myerside, LLC, is requesting an amendment to the schedule of uses for an existing CPD, resolution 24-15 (Exhibit A), to include outdoor consumption on premises as a use associated with the hotel and restaurant. The request will allow the applicant to serve alcoholic beverages on:

1. 690 sq. ft. outdoor dining patio in extension to the existing restaurant on the ground floor level; and

2. 3,000 sq. ft. of rooftop pool area on the third floor as an accessory to the hotel.

In 2024, the Town of Fort Myers Beach Town Council approved and adopted Ordinance 24-15, approving with conditions a request to rezone the subject property from Downtown to Commercial Planned Development to allow a mixed-use development including lodging, live/work units, retail, and restaurant uses. The outdoor consumption of alcoholic beverages was not addressed during the approval of the CPD.

The existing approved CPD resolution allows the following uses:

Lodging

Principal:

- Hotel/Motel (Inclusive of Hotel Condominiums)
- Guest Units

Accessory:

- Hotel/Motel Accessory Uses
- Personal Services
- Recreational Facilities

Residential

- Work/Live Units

Commercial

- Offices, General or Medical
- Personal Services
- Restaurant with Bar Area
- Retail Store, Small & Large
- Subordinate Commercial Uses

The Applicant is now requesting an amendment to the existing CPD to revise the schedule of uses and include outdoor consumption on premises on the ground floor as an accessory use for the restaurant and on the third floor rooftop patio as an accessory for the hotel. The hours of operation for the service of alcoholic beverages in the outdoor area will be 8 am to 10 pm Monday through Sunday.

On October 14, 2025, LPA voted unanimously (6-0) to recommend approval with conditions for CPD Amendment request 20250201 with an additional condition that the consumption and serving of alcohol would be limited from 8:00 a.m. to 10:00 p.m. LPA recommended the Town Council to have a conversation to determine if the access for the pool bar area should be allowed for public or be limited for hotel guests uses only.

Attachments:

1. NS TC Ordinance 25-22 CPD Amendment - Cottages at Myerside
2. Exhibit A- 24-15, Myerside CPD
3. Exhibit B- Amended Schedule of Uses and condition of approval
4. Exhibit C- plans identifying COP area
5. Application
6. TCStaff Report Cottage at Myerside
7. 25-22, business-impact-estimate CPD20250201

Financial Impact:

Unknown

6. **Alternative Action**

Deny

7. **Management Recommendations:**

Staff recommends APPROVAL WITH CONDITIONS of DCI 20250201

8. **Recommended Approval:**

Uma Sarmistha, Senior Planner	Created/Initiated - 11/6/2025
Georgina Cid, Community Development Manager	Approved - 11/6/2025
Frankie Kropacek, Community Development Director	Approved - 11/6/2025
nancy stuparich, Town Attorney	Approved - 11/6/2025
Amy Baker, Town Clerk	Approved - 11/7/2025
William McKannay, Town Manager	Final Approval - 11/7/2025

ORDINANCE 25-22
(PD AMENDMENT - Cottages at Myerside)

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING/APPROVING WITH CONDITIONS/ DENYING AN AMENDMENT TO THE COMMERCIAL PLANNED DEVELOPMENT (CPD) APPROVED BY ORDINANCE 24-15 FOR THE PROPERTY LOCATED AT 125, 131-151 SCHOOL STREET AND 2661-2681 ESTERO BLVD., FORT MYERS BEACH, GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W3-0020C.0230; 19-46-24-W3-0020C.0270; 19-46-24-W3-0020C.0290 IN FORT MYERS BEACH; PROVIDING FOR REVISIONS TO THE SCHEDULE OF PERMITTED USES TO INCLUDE OUTDOOR CONSUMPTION OF ALCOHOLIC BEVERAGES ON THE PROPERTY AS A USE ASSOCIATED WITH THE APPROVED HOTEL AND RESTAURANT USES; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS 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, Cottages at Myerside LLC, is the owner of 125, 131-151 School Street and 2661-2681 Estero Blvd known as Cottages at Myerside and identified as Strap number 19-46-24-W3-0020C.0230; 19-46-24-W3-0020C.0270; 19-46-24-W3-0020C.0290, and has filed an application to amend the schedule of uses identified in Ordinance 24-15, which rezoned the property to Commercial Planned Development ("CPD), to allow outdoor on-premises consumption of alcoholic beverages on the property as a use associated with the approved restaurant and hotel; and

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

WHEREAS, Section 34-214 of the Town's Land Development Code contains the criteria for review of amendments to existing planned developments, with specific criteria for amendments to approved master concept plans in subsections (a) and (b) and states in subsection (c) that "[s]ome amendments can be approved administratively as provided in § 34-219 of this chapter; the remainder shall proceed through the public hearing process described in § 34-216 of this chapter"; and

WHEREAS, Section 34-216 of the LDC requires a public hearing before the LPA and

provides that the LPA's recommendation to the Town Council must be supported by the rezoning guidelines set forth in § 34-85 of the LDC as well as compliance with the following criteria:

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

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

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

d. The proposed use meets all specific requirements of the comprehensive plan that are relevant to the requested planned development . . .

WHEREAS, Section 34-216(4) further provides that "[i]f the local planning agency determines that a proposed condition is insufficient, it may recommend an alternate condition for consideration by the town council" and "if the application includes a schedule of deviations pursuant to §§ 34-212(3) and 34-932(b) of this chapter, the local planning agency's recommendation must approve, approve with modification, or reject each requested deviation based upon a finding that:

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 approved Ordinance 24-15 rezoning the property from downtown to commercial planned development ("CPD"), with conditions and deviations based on competent and substantial evidence in support of and satisfaction of the requirements of the Comprehensive Plan and the LDC; and

WHEREAS, Section 34-1264(b)(1) of the LDC provides "[e]xcept as may be exempted in subsections (a)(1) or (b)(2) of this section, no establishment for the sale or service of alcoholic beverages for consumption on the premises shall be located within 500 feet of a place of worship, religious facility, school (noncommercial), day care center (child), park, other establishment serving alcohol or a dwelling unit under separate ownership. Distance shall be measured from any public entrance or exit of the establishment in a straight line to the nearest property line"; and

WHEREAS, the proposed outdoor consumption on premise on the rooftop patio on third floor is proposed as an accessory to the hotel use and the service will be limited only to the hotel guests. The proposed outdoor consumption on premises is situated at 3,000 feet distance from a

religious facility, 550 feet from a school, more than 4,000 feet from a day care center (child), 780 feet from a park, 650 feet other establishment serving alcohol and more than 500 feet from a dwelling unit under separate ownership.

WHEREAS, Section 34-1264(b)(2) of the LDC provides "[r]estaurants are exempt from the locational standards for consumption on a premises code section, provided 1. The restaurant is in full compliance with state requirements; 2. The restaurant serves cooked, full-course meals, prepared daily on the premises; 3. Only a service bar is used, and the sale or service of alcoholic beverages is only to patrons ordering meals, or, 4. The other requirements of LDC Section 34-1264 (k) are met."; and

WHEREAS, the restaurant use as approved in Ordinance 24-15 is in compliance with the requirements of LDC Section 34-1264(b)(2). Moreover, because the property is: 1) not directly adjacent to any residential units. The closest residential property is located on the other side of the Town owned vacant parcel with an entry to the pool parking lot; and 2) the adjacent to the public pool and surrounded by the Town's Bay Oaks Recreational Facility, the library and the Fort Myers Beach Elementary School. elementary school, and therefore is compatible and not in conflict with adjacent uses; and

WHEREAS, in accordance with Section 34-216 of the Land Development Code, a public hearing was held before the Local Planning Agency (LPA) on October 14, 2025 to consider the requested amendment to the CPD, as approved in Ordinance 24-15, for the sole purpose of including outdoor consumption of alcoholic beverages on the property as an accessory use to the approve hotel and restaurant uses; and

WHEREAS, the LPA gave full and complete consideration of the information contained in the application, the recommendations by Town staff, the documents included in the agenda materials, and the testimony of all interested persons, as required by Section 34-216 of the Town Land Development Code ("LDC"); and

WHEREAS, at the October 14, 2025 public hearing the LPA found that the request **is/is not** consistent with the requirements of the Town's Comprehensive Plan and the LDC, and based on competent and substantial evidence in the materials presented to it and the testimony during the public hearing, voted 6 to 0 to recommend **approval with conditions** of the requested amendment to Ordinance 24-15; and

WHEREAS, on November 17, 2025 the Town Council held a first reading of Ordinance 25-22 and gave full and complete consideration to the application, the recommendation of the LPA, the recommendation of Town staff, the documents in the agenda materials, and the testimony of all interested persons; and

WHEREAS, the Town Council approved scheduling a second reading and adoption public on December 15, 2025 regarding Ordinance 25-22 and the second public hearing was advertised on the ___ day of _____ in the _____; and

WHEREAS, a Business Impact Estimate was posted on the Town's website on the ___

day of _____,2025; and

WHEREAS, on December 15, 2025, the second public hearing was held and the Town Council gave full and complete consideration to the application, the recommendation of the LPA, the recommendation of the Town staff, requirements of the Comprehensive Plan and the Land Development Code, the documents in the agenda materials, and the testimony of all interested persons.

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

Section 1. **Recitals**. The above recitals are true, correct, and incorporated herein by reference.

Section 2. **Findings and Determination.**

a**.** Based on competent substantial evidence presented during both public hearings before the Town Council, the Town Council finds and determines that the applicant **did/did not** meet its burden of proof that the requested zoning amendment **does/does not** meet the requirements of the Town Comprehensive Plan and Land Development Code. The Town Council specifically finds that the proposed amendment to include outdoor consumption of alcoholic beverages on the premises as an accessory use to the approved hotel and restaurant uses is consistent with the Comprehensive Plan and compatible with the existing and planned uses of surrounding properties, as well as consistent with the character of the area, and will not result in any adverse impact on adjacent lands. No evidence was presented to reject the findings previously made at the time of adoption of Ordinance 24-15 and its findings are specifically restated and incorporated herein by reference.

b. Accordingly, the Town Council **approves / approves with conditions / denies** the requested amendment to the schedule of uses contained Ordinance 24-15 as provided herein for the CPD zoning of the Property with the following Exhibits attached, restated, and incorporated by reference: Exhibit A Ordinance 24-15 with Master Concept Plan; Exhibit B, Amended Schedule of Uses and Conditions of Approval; and Exhibit C Plan identifying COP area. Nothing in this decision is intended in any way to otherwise change the approvals, conditions and deviations contained in Ordinance 24-15. All other provisions of Ordinance 24-15 except as modified herein remain in full force and effect.

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

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

Section 5. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such

decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 6. 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 _____ and seconded by _____ and upon being put to a vote, the result was as follows:

DULY PASSED AND ADOPTED on this ___ day of December 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 BY THE TOWN OF FORT MYERS BEACH:

_____
Vose Law Firm, LLP, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this ___ day of December 2025.

Exhibits:

Exhibit A – Ordinance 24-15, with Master Concept Plan
Exhibit B –Amended Schedule of Uses and Conditions of Approval
Exhibit C - Plan identifying COP area

ORDINANCE 24-15

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING WITH CONDITIONS THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING FOR THE PROPERTY LOCATED AT 125, 131-151 SCHOOL STREET AND 2661-2681 ESTERO BLVD., GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W3-0020C.0230; 19-46-24-W3-0020C.0270; 19-46-24-W3-0020C.0290 IN FORT MYERS BEACH, TO ALLOW A MIXED USE DEVELOPMENT INCLUDING LODGING, LIVE/WORK UNITS, RETAIL, AND RESTAURANT USES; 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, Cottages at Myerside, LLC, the owner, and The Neighborhood Company, as agent for the property located at 125, 131-151 School Street and 2661-2681 Estero Blvd., parcels generally identified as STRAP numbers 19-46-24-W3-0020C.0230; 19-46-24-W3-0020C.0270; 19-46-24-W3-0020C.0290 in the Town of Fort Myers Beach, filed applications to rezone the property from the CPD with Master Concept Plan (MCP) adopted in Ordinance 21-02 to CPD with Master Concept Plan (MCP) with certain deviations to the Land Development Code (LDC) in order to develop a mixed use development with 45 lodging units, 4 live-work units, and 9,000 square feet of commercial area; and

WHEREAS, the subject property is a combination of three parcels located in the Boulevard Future Land Use Category of the Comprehensive Plan of the Town of Fort Myers Beach; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on May 14, 2024; and

WHEREAS, at the May 14, 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 May 14, 2024 public hearing the LPA found that the request is consistent with the comprehensive plan and the requirements of the LDC and voted to recommend approval with conditions by a 6-0 vote; and

WHEREAS, on June 3, 2024 the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the request of the Applicant, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons, as required by Section 34-85 of the LDC; and

WHEREAS, the Town Council voted to have a second reading of the proposed Ordinance and a public hearing on this matter was noticed in the Fort Myers News-Press more than 10 days prior to the Town Council on June 17, 2024; and

WHEREAS, at the June 17, 2024 public hearing, the Town Council gave full and complete consideration to the request of the Applicant, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons, as required by Fort Myers Beach Land Development Code (LDC) Section 34- 85; and

WHEREAS, the applicant has resolved and is current on any outstanding fees associated with notice, advertisement, and consulting services required by the Town; and

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

WHEREAS, with the following terms, conditions, and requirements which the LPA and Town Council find to be in the public health, safety, and welfare, all of which are in compliance with the comprehensive plan and the Land Development Code; and

WHEREAS, Exhibit A provides the approved development regulations and the schedule of uses and conditions of approval for this CPD to be used during the permitting process; and

WHEREAS, Exhibit B is the approved Master Concept Plan (MCP), which future development should be substantially in compliance with; and

WHEREAS, the Town Council finds that this request to rezone the property from the CPD with MCP adopted in Ordinance 21-02 to CPD with MCP with six deviations to the LDC in order to develop a mixed-use development with 45 lodging units, 4 live-work units and 9,000 square feet of commercial area, 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

Deviation from LDC Sec. 10-285, Table 10-1 – Connection Separation, which requires minimum separation between street and accessways, in order to allow driveway separations as depicted on the Master Concept Plan (MCP).

Deviation #2

Deviation from LDC Sec. 10-416 – Landscaping standards to allow the use of

an alternative landscape betterment plan pursuant to LDC Section 10-419. This section states applications are entitled to demonstrate that the intent of the landscaping standards can be more effectively accomplished through an alternate landscape betterment plan. The use of an alternate landscape betterment plan addresses all landscaping requirements pertaining to the redevelopment of the site; such as, but not limited to landscape islands, building perimeters, buffers, walls, parking and vehicular use areas.

Deviation #3
Deviation from LDC Sec. 34-1804(A) and Sec. 34-2020, which regulates parking for hotels/motels non-residential, residential, and combined use developments, to allow a 30% reduction in required parking and a minimum of three (3) individual uses within a master planned mixed use development.

Deviation #4
Deviation from LDC Division 4, Table 34-3 for the CR zoning district which limits height to 30 feet zoned height and three (3) stories to allow a maximum zoned heigh of 37 feet and a maximum of four (4) stories.

Deviation #5
Deviation from LDC Division 4, Table 34-3 for the CR zoning district which requires street setbacks of 10 feet to instead allow for build-to lines of 5 to 10 feet along Estero Boulevard and School Street.

Deviation #6
Deviation from LDC Sec. 34-1803(a)(1), which allows the conversion of dwelling units to hotel/motel guest units per established equivalency factors, in order to exceed said factors as allowed per LDC Sec. 34-1803(a)(2). This would allow a maximum intensity of 45 guest units rather than the 20 allowed per the existing table.

Deviation #7
A deviation from LDC Sec. 34-645(b) and Table 34-3, which allows a Floor Area Ratio (FAR) of 1.2. This would allow a maximum FAR of 1.3, which is below the maximum FAR allowed under the Boulevard Future Land Use category of 1.5.

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.
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 24-15 which is, **consistent** with the Town of Fort Myers Beach Comprehensive Plan and LDC and voted to **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** meet its burden of proof, that the request to approve Town of Fort Myers Beach's Ordinance 24-15 and the conditions of approval for the commercial planned development zoning, **does** 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 **APPROVE WITH CONDITIONS** the requested application.

Section 3. Town Ordinance 24-15 is adopted and the schedule of uses and conditions of approval for the Property's CPD set forth in Exhibit A, the attached Master Concept Plan in Exhibit B, and the attached Landscape Betterment Plan in Exhibit C, 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 King and seconded by Council Member Safford, and upon being put to a vote, the result was as follows:

DULY PASSED AND ADOPTED on this 17th day of June 2024.

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

FORT MYERS BEACH TOWN COUNCIL

Dan Allers (Jun 20, 2024 12:03 EDT)

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:

Nancy Stuparich
Nancy Stuparich (Jun 20, 2024 17:00 EDT)

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 20th day of June 2024.

Attachments:

A – Conditions of Approval and Schedule of Uses
B – Master Concept Plan (MCP)
C – Alternative Landscape Betterment Plan

Exhibit A: CONDITIONS OF APPROVAL & SCHEDULE OF USE

Conditions of Approval

Staff finds that the CPD with deviations meets the criteria set forth in Sec. 34-85(b) and (c) and 34-216(2) of the LDC and recommends approval of DCI20230246 with the attached conditions:

1. Any tenant with consumption on premises would be required to acquire a separate COP license.

2. The live-work units shall only be occupied by the owner or employees of the commercial establishments at Myerside. At no time shall the live work units be used as an extension to the lodging units or as a part of the boutique hotel. Any other tenants will have to demonstrate employment on the island.

3. The restaurant area shall be limited to 2,250 sq ft of the total 9,000 sq ft of commercial square footage.

4. A local development order is required prior to any development of the site, in accordance with this planned development approval.

5. All state and local permits, including but not limited to right of way and stormwater permits, must be applied for and received prior to site development.

6. All signage and landscaping must meet the Vehicle Visibility at Intersection requirements found in Sec. 34-3131.

7. The property owner commits to encouraging visitors and staff to arrive without an automobile. If the proposed development's parking needs exceed the on-site parking provided, the applicant shall provide valet parking and/or coordinate with adjacent property owners, and/or consider other parking options to provide adequate parking.

   If a shared parking agreement is specifically sought with the Town to help offset the need for supplemental parking, the Town will provide up to 15 parking spaces within the Bay Oaks Recreation Center to the property owner. If the tenants of the development include health and wellness providers, such as, but not limited to the following listed below, the Town will allocate 5 of those parking spaces at no charge for each Town approved (Administrative approval by Town Manager or designee) provider, up to a maximum of 15 parking spaces. The property owner may petition the Town Council to accept alternative personal service providers other than those preferred health and wellness providers listed below.

   - Medical Clinic, with an MD, physician's assistant or Nurse Practitioner who can write a prescription
   - Urgent Care, with an MD, physician's assistant or Nurse Practitioner who can write a prescription
   - Dentist
   - Pharmacy
   - Rehabilitation/Physical Therapy clinic
   - Chiropractor

8. To help mitigate traffic congestion along Estero Boulevard, the hotel proprietor will promote various marketing initiatives that support and encourage all guests to use alternative modes of transportation rather than drive a vehicle to or while on the island. Such efforts will include:
    - Dedicated page(s) on the Myerside Hotel website outlining and promoting alternative modes of transportation in the area and various marketing incentives such as:
        - Information on the walkability of the area and those businesses of interest to guests within walking distance of Myerside.
        - Bicycle rental.
        - Fort Myers Beach's LeeTran "TROLLEE" and seasonal TRAM Service Schedules and Route Maps
        - Publix and other food delivery service options
        - Free resort fee
        - Restaurant discounts
        - Discounts on future stays
    - Establish partnerships with businesses on the island, especially in the "Heart of the Island," to provide incentives and discounts for guests. Hotel guests who do not drive onto the island will receive monetary discounts or vouchers for future stays and/or with participating local businesses, such as restaurants, bike rentals, and tour/tourism operators.
    - Participate in townwide traffic mitigation efforts, such as:
        - Off-island parking and transport initiatives, e.g. Water ferry/taxi discounts for those staying at the hotel.
        - Off-site parking availability identification systems.
        - Evaluating and improving LeeTran's "TROLLEE" and seasonal TRAM's service and rider/user experience.

9. The final development must be generally consistent with the Master Concept Plan, renderings, and landscape betterment plan attached to this ordinance.

SCHEDULE OF USE

Lodging

Principal:
- Hotel/Motel (Inclusive of Hotel Condominiums)
- Guest Units

Accessory:
- Hotel/Motel Accessory Uses
- Personal Services
- Recreational Facilities

Residential

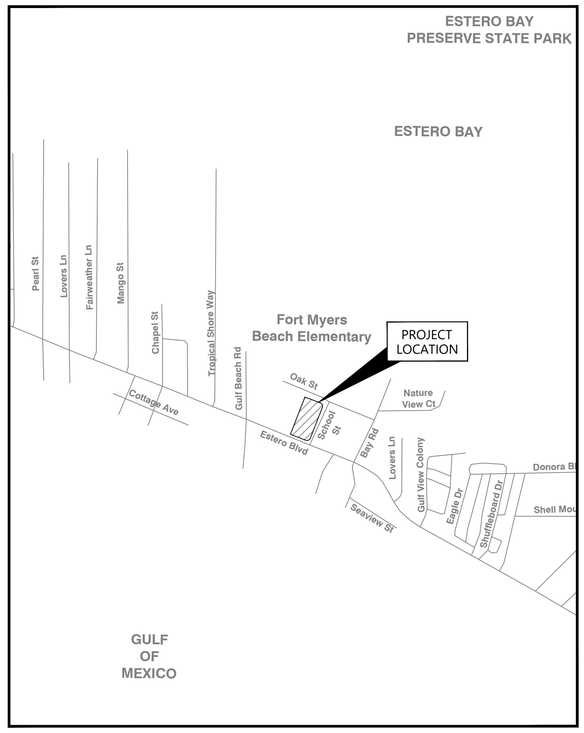
- Work/Live Units

Commercial
- Offices, General or Medical
- Personal Services
- Restaurant with Bar Area
- Retail Store, Small & Large
- Subordinate Commercial Uses

MASTER CONCEPT PLAN FOR

THE MYERSIDE CPD

SECTION 19, TOWNSHIP 46S, RANGE 24E,
FORT MYERS, FLORIDA



VICINITY MAP
N.T.S.

SITE LOCATION MAP
N.T.S.

PREPARED BY:

THE NEIGHBORHOOD COMPANY

5618 WHISPERING WILLOW WAY
FORT MYERS, FL 33908

PREPARED FOR:

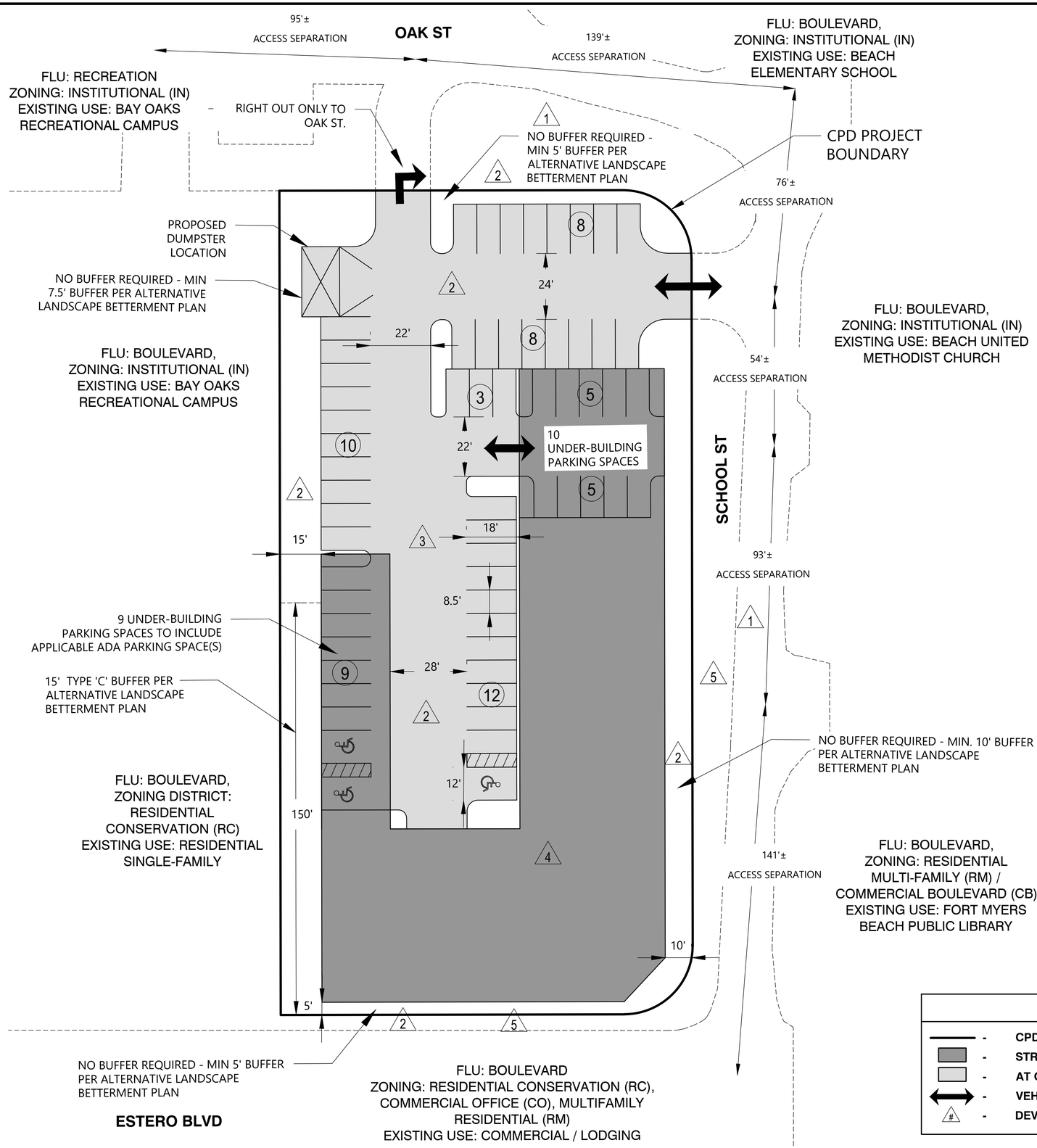
COTTAGES AT MYERSIDE, LLC
& MYERSIDE, LLC

145 SCHOOL ST
FORT MYERS BEACH, FL 33931

CONTENTS

SHEET NUMBER	SHEET DESCRIPTION
1	COVER SHEET
2	MASTER CONCEPT PLAN
3	NOTES

DATE:	PROJECT No.:	SHEET No.:
October, 2023	220050.01.01	1 OF 3



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#	REVISION	DRAWN	DATE

THE NEIGHBORHOOD COMPANY
5618 WHISPERING WILLOW WAY | FORT MYERS, FL 33908
WWW.THENEIGHBORHOOD.COMPANY

CLIENT: COTTAGES AT MYERSIDE, LLC & MYERSIDE, LLC

PROJECT: THE MYERSIDE COMMERCIAL PLANNED DEVELOPMENT (CPD)

TITLE: MASTER CONCEPT PLAN

PROJECT NO.: 220050.01.01
DRAWN: F.L.
DATE: 07/23
DESIGN: K.G.
SHEET NUMBER: 2 OF 3

GENERAL NOTES:

1. THIS MASTER CONCEPT PLAN (MCP) IS CONCEPTUAL IN NATURE. THE OVERALL CONFIGURATION, SIZE AND LOCATION OF THE STRUCTURE(S) AND OTHER IMPROVEMENTS MAY VARY. FINAL DESIGN AND IMPROVEMENT DETAILS WILL BE PROVIDED AS PART OF THE DEVELOPMENT ORDER (D.O.) PROCESS.
2. WATER MANAGEMENT REQUIREMENTS FOR REDEVELOPMENT PROJECTS CAN VARY SIGNIFICANTLY. THE WATER MANAGEMENT PLAN WILL BE DESIGNED AT THE TIME OF D.O.
3. TOTAL CPD/DEVELOPMENT AREA: 1.03 +/- ACRES
4. FUTURE LAND USE MAP CATEGORY: BOULEVARD
5. THE PROJECT WILL BE DEVELOPED IN ONE PHASE.
6. NO ENVIRONMENTALLY SENSITIVE LAND OR WATER EXISTS ON SITE AS THIS SITE WAS IMPACTED BY PREVIOUS DEVELOPMENT AND HURRICANE IAN. NO PROTECTED SPECIES SURVEY IS REQUIRED PER APPROVED WAIVER.
7. ALL OTHER DEVELOPMENT STANDARDS SHALL BE SET FORTH IN LDC CHAPTER 24 OR OTHER APPLICABLE PROVISIONS OF THE LDC.
8. IN COMPLIANCE WITH LDC SECTION 34-1803(A)(2), THE MAXIMUM OF 45 ROOMS/LODGING UNITS AND FOUR (4) WORK/LIVE UNITS ARE ALLOWED DUE TO EXCEPTIONAL CIRCUMSTANCES AND PUBLIC BENEFIT PROVIDED BY THIS CPD.

SCHEDULE OF USES:

LODGING:

PRINCIPLE:

- HOTEL/MOTEL (INCLUSIVE OF HOTEL CONDOMINIUMS)
- GUEST UNITS

ACCESSORY:

- HOTEL/MOTEL ACCESSORY USES
- PERSONAL SERVICES
- RECREATIONAL FACILITIES

RESIDENTIAL:

- WORK/LIVE UNITS

COMMERCIAL:

- OFFICES. GENERAL, OR MEDICAL
- PERSONAL SERVICES
- RESTAURANT WITH BAR AREA
- RETAIL STORE, SMALL, & LARGE
- SUBORDINATE COMMERCIAL USES

MAXIMUM INTENSITY:

- MAXIMUM OF 45 HOTEL ROOMS/TRANSIENT LODGING UNITS
- MAXIMUM OF 4 WORK/LIVE UNITS
- MAXIMUM OF 9,000 SF OF COMMERCIAL SPACE
- MAXIMUM FLOOR AREA RATIO (F.A.R.): 1.3 OR 58,327 SF

PARKING:

- REQUIRED: 91 SPACES WITH A 4 SPACE REDUCTION BY PROVIDING 16 BICYCLE SPACES = 87 SPACES
- PROVIDED: MIN. 60 SPACES (INCLUDING 3 ADA SPACES) WITH 31% PARKING REDUCTION

DEVIATIONS:

1. A DEVIATION FROM LDC SEC. 10-285, TABLE 10-1 - CONNECTION SEPARATION, WHICH REQUIRES MINIMUM SEPARATION BETWEEN STREET AND ACCESSWAYS, IN ORDER TO ALLOW DRIVEWAY SEPARATIONS AS DEPICTED ON THE MASTER CONCEPT PLAN (MCP).
2. A DEVIATION FROM LDC SEC. 10-416 - LANDSCAPING STANDARDS TO ALLOW THE USE OF ALTERNATIVE LANDSCAPE BETTERMENT PLAN PURSUANT TO LDC SECTION 10-419. THIS SECTION STATES APPLICATIONS ARE ENTITLED TO DEMONSTRATE THAT THE INTENT OF THE LANDSCAPING STANDARDS CAN BE MORE EFFECTIVELY ACCOMPLISHED THROUGH AN ALTERNATIVE LANDSCAPE BETTERMENT PLAN. THE USE OF AN ALTERNATIVE LANDSCAPE BETTERMENT PLAN ADDRESSES ALL LANDSCAPING REQUIREMENTS PERTAINING TO THE REDEVELOPMENT OF THE SITE; SUCH AS, BUT NOT LIMITED TO LANDSCAPE ISLANDS, BUILDING PERIMETERS, BUFFERS, WALLS, PARKING AND VEHICULAR USE AREAS.
3. A DEVIATION FROM LDC SEC. 34-1804(A) AND SEC. 34-2020, WHICH REGULATES PARKING FOR HOTELS/MOTELS AND OTHER ACCESSORY USES, TO ALLOW A 31% REDUCTION IN REQUIRED PARKING.
4. A DEVIATION FROM LDC DIVISION 4, TABLE 34-3 FOR THE CR ZONING DISTRICT WHICH LIMITS HEIGHT TO 30 FEET ZONED HEIGHT AND THREE (3) STORIES TO ALLOW A MAXIMUM ZONED HEIGHT OF 36 FEET AND A MAXIMUM OF FOUR (4) STORIES.
5. A DEVIATION FROM LDC DIVISION 4, TABLE 34-3 FOR THE CR ZONING DISTRICT WHICH REQUIRES STREET SETBACKS OF 10 FEET TO INSTEAD ALLOW FOR BUILD-TO LINES OF 5 TO 10 FEET ALONG ESTERO BOULEVARD AND SCHOOL STREET.
6. A DEVIATION FROM LDC SEC. 34-1803(A)(1), WHICH ALLOWS THE CONVERSION OF DWELLING UNITS TO HOTEL/MOTEL GUEST UNITS PER ESTABLISHED EQUIVALENCY FACTORS, IN ORDER TO EXCEED SAID FACTORS AS ALLOWED PER LDC SEC. 34-1803(A)(2). THIS WOULD ALLOW A MAXIMUM INTENSITY OF 45 GUEST UNITS RATHER THAN THE 30 ALLOWED PER THE EXISTING TABLE.

DEVELOPMENT STANDARDS:

Minimum Lot Size	
Lot Area	1.03 ± acre
Lot Width	145 feet
Lot Depth	300 feet
Build to Line (Estero Blvd. and School St.)	5 - 10 feet
Minimum Setbacks Principal Building	
Front Street (Estero Blvd.)	N/A
Side Street (School St.)	N/A
Side Yard	15 feet
Rear Yard (Oak St.)	20 feet
Minimum Setbacks Accessory Building	
Side Street (School St.)	10 feet
Side Yard	7.5 feet for dumpster enclosure, 15 feet for all other buildings/structures
Rear Yard (Oak St.)	10 feet
Maximum Zoned Height	37 feet (measured from base flood elevation + 3' of freeboard to mid-point of roof)
Maximum Actual Height	50 feet (measured from grade to peak of roof)
Maximum Stories	4 Stories
Maximum Floor Area Ratio	1.3

THE NEIGHBORHOOD COMPANY
5618 WHISPERING WILLOW WAY | FORT MYERS, FL 33908
WWW.THENEIGHBORHOOD.COMPANY

#	REVISION	DATE	DRAWN

CLIENT: COTTAGES AT MYERSIDE, LLC & MYERSIDE, LLC

PROJECT: THE MYERSIDE COMMERCIAL PLANNED DEVELOPMENT (CPD)

TITLE: NOTES

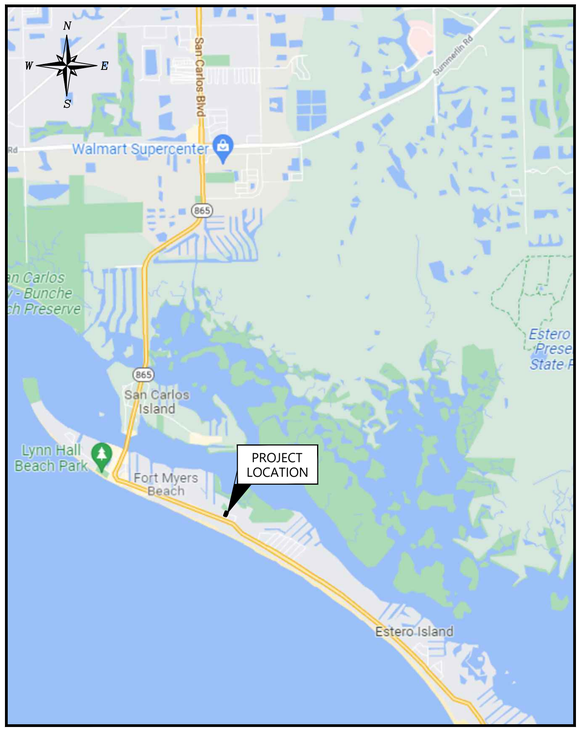
PROJECT NO. 220050.01.01 | DATE: 10/23 | DRAWN: F.L. | DESIGN: K.G. | SHEET NUMBER: 3 OF 3

LANDSCAPE BETTERMENT PERMIT PLANS FOR

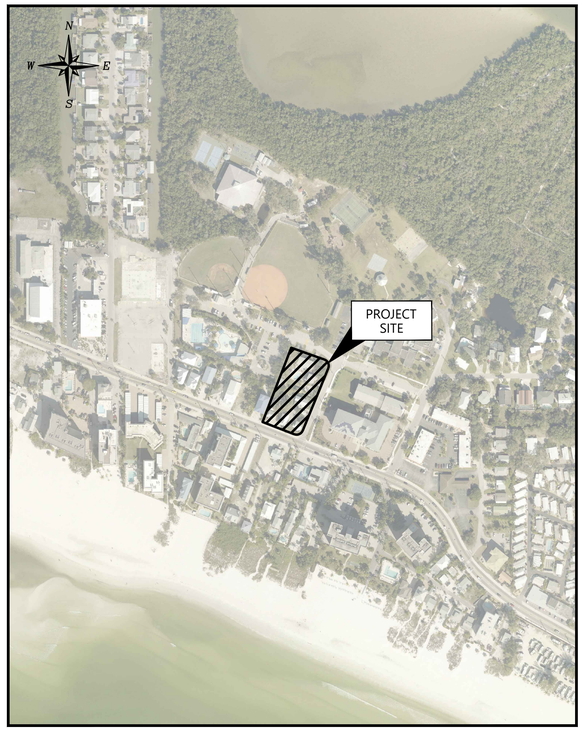
MYERSIDE

PART OF SECTION 19, TOWNSHIP 46 S, RANGE 24 E,
PROJECT COUNTY COUNTY, FLORIDA

PREPARED FOR/OWNED BY:
MYERSIDE, LLC ----
145 SCHOOL ST.
FORT MYERS BEACH, FL 33931
(239) 529-8785



PROJECT LOCATION
N.T.S.



PROJECT SITE
N.T.S.

PROPERTY ZONING INFO

ORDINANCE 21-02

PROPERTY IDENTIFICATION

STRAP: 19-46-24-W3-0020C.0290
STRAP: 19-46-24-W3-0020C-0270
STRAP: 19-46-24-W3-0020C-0230

SHEET INDEX

Sheet Number	Sheet Title
01	COVER SHEET
02	MASTER PLANTING PLAN
03	PERMIT CALCULATIONS & IRIGATION PLAN
04	PERMIT LANDSCAPE NOTES
05	PERMIT LANDSCAPE NOTES
06	LANDSCAPE CONSTRUCTION NOTES
07	LANDSCAPE CONSTRUCTION DETAILS
08	LANDSCAPE CONSTRUCTION DETAILS

REVISIONS

No.:	DATE:	DESCRIPTION:	APPROVED:

RWA ENGINEERING

6610 Willow Park Drive
Suite 200
Naples, FL 34109

12800 University Drive
Suite 175
Fort Myers, FL 33907

19503 S West Villages Pkwy
Unit A5
Venice, FL 34293

Office: (239) 597-0575
Fax: (239) 597-0578
www.consult-rwa.com

Florida Certificates of Authorization
EB 7663 LB 6952

LANDSCAPE ARCHITECT'S SEAL:

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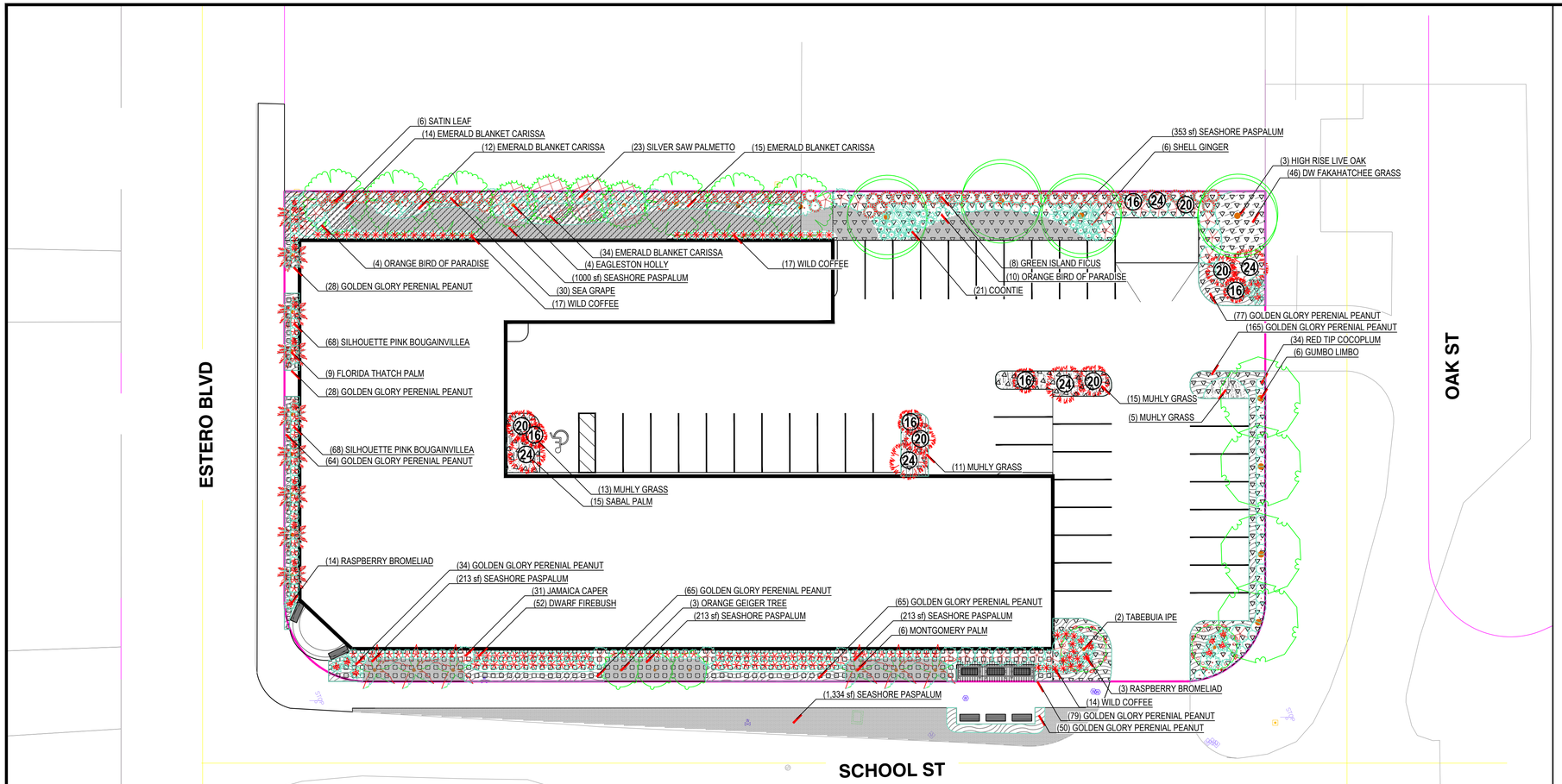
JAMES M. MCCORD, STATE OF FLORIDA
LICENSE NO. 6666882 RWA, INC.
STATE OF FLORIDA BUSINESS
CERTIFICATE NO. EB-0007663

DATE:	PROJECT No.:	SHEET No.:
MARCH 2004	200022 00 01	01 OF 08



PLANTING PLAN

FRONT ELEVATION

0' 5' 10' 20'
SCALE: 1"=10'

PLANT MATERIAL SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	MIN. SIZE	CALIPER	HEIGHT X SPREAD	NATIVE	SPACING
TREES							
	4	BURSERA SIMARUBA GUMBO LIMBO	45 GAL	2" CAL	10` X 4`	YES	
	6	CHRYSOPHYLLUM OLIVIFORME SATIN LEAF	45 GAL.	2" CAL	10` X 4'	YES	
	3	CORDIA SEBESTENA ORANGE GEIGER TREE	30 GAL	1" CAL	6` X 2'	YES	
	4	ILEX X ATTENUATA `EAGLESTON` EAGLESTON HOLLY	30 GAL	1" CAL	6` X 2'	YES	
	4	QUERCUS VIRGINIANA `HIGH RISE` HIGH RISE LIVE OAK	45 GAL.	2" CAL	10` X 4'	YES	
	2	TABEBUIA IMPETIGINOSA TABEBUIA IPE	30 GAL	1" CAL	6` X 2'	YES	
	4	SABAL PALMETTO SABAL PALM	FG		10' CT MIN. 16'-18` OA	YES	
	4	SABAL PALMETTO SABAL PALM	FG		10' CT MIN. 20'-22` OA	YES	
	4	SABAL PALMETTO SABAL PALM	FG		10' CT MIN. 24'-26` OA	YES	
	9	THRINAX RADIATA FLORIDA THATCH PALM	FG		14' OA	YES	
	6	VEITCHIA MONTGOMERYANA MONTGOMERY PALM	FG		16-18` OA	NO	
SHRUBS							
	14	AECHMEA BLANCHETIANA 'RASPBERRY RASPBERRY BROMELIAD	3 GAL.		18"	YES	
	68	BOUGAINVILLEA 'SILHOUETTE PINK' SILHOUETTE PINK BOUGAINVILLEA	3 GAL.		18"	YES	
	31	CAPPARIS CYNOPHALLOPHORA JAMAICA CAPER	15 GAL.		60"	YES	
	34	CHRYSOBALANUS ICACO 'RED TIP' RED TIP COCOPLUM	7 GAL.		24"	YES	
	61	COCCOLOBA UVIFERA SEA GRAPE	7 GAL.		36"	YES	
	8	FICUS MICROCARPA 'GREEN ISLAND' GREEN ISLAND FICUS	3 GAL.		12"	NO	
	52	HAMELIA PATENS 'COMPACTA' DWARF FIREBUSH	7 GAL.		24"	NO	
	48	PSYCHOTRIA NERVOSA WILD COFFEE	3 GAL.		18"	YES	
	23	SERENOA REPENS SILVER SAW PALMETTO	7 GAL.		24"	YES	
	17	STRELITZIA REGINAE ORANGE BIRD OF PARADISE	15 GAL.		48"	NO	
	21	ZAMIA PUMILA COONTIE	3 GAL.		12"	YES	
	6	ALPINIA ZERUMBET SHELL GINGER	15 GAL.		48"	NO	
	44	MUHLENBERGIA CAPILLARIS MUHLY GRASS	3 GAL.		18"	YES	48" OC
	46	TRIPSACUM FLORIDANUM DWARF FAKAHATCHEE	1 GAL.		12"	YES	36" OC
	757	ARACHIS GLABRATA 'GOLDEN GLORY' GOLDEN GLORY PERENIAL PEANUT	4" POT		3"	NO	18" OC
	75	CARISSA MACROCARPA EMERALD BLANKET CARISSA	3 GAL.		12"	NO	24" OC
TURF							
	3,337 SF	PASPALUM VAGINATUM SEASHORE PASPALUM	SOD				

Select Certified
IRRIGATION ASSOCIATION
Experienced professionals. Efficient solutions.
CID, CIC, CLIA

NOTES:
1. ALL SIZES ARE **MINIMUMS.** HEIGHT, SPREAD, CALIPER TAKE PRECEDENCE OVER CONTAINER SIZE.
2. QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY, CONTRACTOR TO VERIFY PRIOR TO BIDDING.
3. CONTRACTOR REQUIRED TO NOTIFY RWA, INC OF ANY / ALL CONFLICTS WITH PLANS & SITE CONDITIONS PRIOR TO INSTALLATION.
4. ALL CHANGES REQUIRE PRIOR APPROVAL FROM RWA, INC. ANY DEVIATIONS TO THE PLANS WITHOUT APPROVAL SHALL BE AT THE CONTRACTOR'S EXPENSE TO RECTIFY.
5. CONTRACTOR TO PROVIDE ACCURATE AS-BUILTS FOR APPROVED MODIFICATIONS TO THESE PLANS.

Know what's below. Call before you dig. 811

0' 10' 20' 40'
SCALE: 1"=20'

REV #	REVISION	DRAWN	CHECKED	DATE

RWA ENGINEERING
12800 University Drive, Suite 175
Fort Myers, Florida 33907
(239) 597-0575 FAX: (239) 597-0578
www.consult-rwa.com
Florida Certificates of Authorization
EB 7663 LB6952

DATE: MARCH 2004
SEC: 19 TWP: 46 S RGE: 24 E
DESIGNED: JMM
DRAWN: JMM
HORIZ. SCALE (FULL): ######
HORIZ. SCALE (HALF): 1" = #######'
VERT. SCALE (FULL): N/A
VERT. SCALE (HALF): N/A

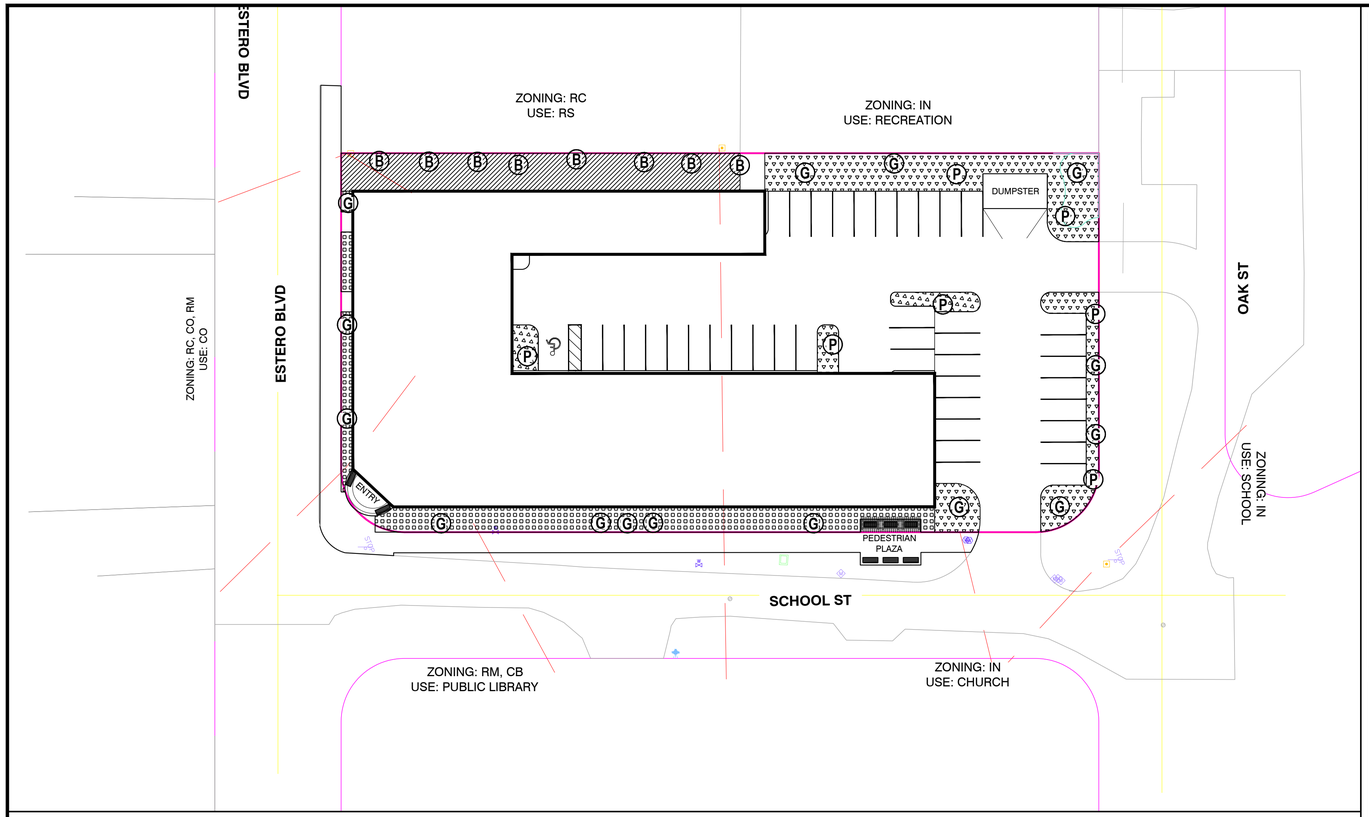
CLIENT: MYERSIDE, LLC

TITLE: MASTER PLANTING PLAN

PROJECT: MYERSIDE

PROJECT NO.: 200022 00 01
FILE NAME: 200022 00 01 LA PERMIT
SHEET NUMBER: 02 OF 08

THIS IS HAS BEEN ELECTRONICALLY SIGNED & SEAL BY JAMES M. MCCORD USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
JAMES M. MCCORD
FLORIDA LICENSE NO. 6666882



10-415 OPEN SPACE REQUIREMENTS

PROJECT INFORMATION	RETAINMENT		PRE DEVELOPMENT AREA		POST SQ FT
	REQUIRED	PROVIDED	AC	SQ FT	
INDIGENOUS - WETLANDS	100%	N/A	0.0 AC	0 SF	0 SF
INDIGENOUS - COASTAL SCRUB	100%	N/A	0.0 AC	0 SF	0 SF
INDIGENOUS - UPLANDS	50%	N/A	0.0 AC	0 SF	0 SF
BEACHES	100%	N/A	0.0 AC	0 SF	0 SF
ARCHAEOLOGICAL / HISTORICAL SITES	100%	N/A	0.0 AC	0 SF	0 SF
PROTECTED TREES (PRESERVED IN PLACE)	100%	100%		N/A	0 SF
PARKING LANDSCAPE AREA	100%	100%		N/A	4132 SF
BUFFERS	100%	100%		N/A	2369 SF
TOTAL OPEN SPACE PROVIDED			**0.15 AC**		**6501 SF**

10-416-D BUFFER REQUIREMENTS

PROJECT INFORMATION	USE
PROPOSED DEVELOPMENT USE	

NORTH PROPETY LINE EXIST. ADJACENT USE / ZONING	TYPE	REQ. WIDTH	LIN. FT.	TREES PER 100'	SHRUBS PER 100'	WALL REQ.	REQUIRED / PROVIDED TREES	REQUIRED / PROVIDED SHRUBS
INSTITUTIONAL	N/A	N/A	150 LF	0 TREES	0 SHRUBS	NA	0 TREES	0 SHRUBS
LESS INGRESS / EGRESS			-24 LF					
TOTAL NORTH BUFFER PLANTINGS PROVIDED							**0 TREES**	**0 SHRUBS**

EAST PROPETY LINE EXIST. ADJACENT USE / ZONING	TYPE	REQ. WIDTH	LIN. FT.	TREES PER 100'	SHRUBS PER 100'	WALL REQ.	REQUIRED / PROVIDED TREES	REQUIRED / PROVIDED SHRUBS
INSTITUTIONAL	N/A	N/A	150 LF	0 TREES	0 SHRUBS	NA	0 TREES	0 SHRUBS
LESS INGRESS / EGRESS			-28 LF					
MULTI-FAMILY / COMMERCIAL BLVD	N/A		150 LF	0 TREES	0 SHRUBS	NA	0 TREES	0 SHRUBS
LESS INGRESS / EGRESS			-0 LF					
TOTAL EAST BUFFER PLANTINGS PROVIDED							**0 TREES**	**0 SHRUBS**

SOUTH PROPETY LINE EXIST. ADJACENT USE / ZONING	TYPE	REQ. WIDTH	LIN. FT.	TREES PER 100'	SHRUBS PER 100'	WALL REQ.	REQUIRED / PROVIDED TREES	REQUIRED / PROVIDED SHRUBS
COMMERCIAL / LODGING	N/A	N/A	150 LF	0 TREES	0 SHRUBS	NA	0 TREES	0 SHRUBS
LESS INGRESS / EGRESS			-0 LF					
TOTAL SOUTH BUFFER PLANTINGS PROVIDED							**9 TREES**	**0 SHRUBS**

WEST PROPETY LINE EXIST. ADJACENT USE / ZONING	TYPE	REQ. WIDTH	LIN. FT.	TREES PER 100'	SHRUBS PER 100'	WALL REQ.	REQUIRED / PROVIDED TREES	REQUIRED / PROVIDED SHRUBS
RESIDENTIAL CONSERVATION	C	15' WIDE	158 LF	5 TREES	18 SHRUBS	NA	8 TREES	29 SHRUBS
LESS INGRESS / EGRESS			-0 LF					
INSTITUTIONAL	N/A	N/A	142 LF	0 TREES	0 SHRUBS	NA	0 TREES	0 SHRUBS
LESS INGRESS / EGRESS			-24 LF					
TOTAL WEST BUFFER PLANTINGS PROVIDED							**8 TREES**	**29 SHRUBS**

10-416-B BUILDING PERIMETER PLANTING REQUIREMENTS

PROJECT INFORMATION	LIN FT WALLS ADJ	# OF PARKING SP	REQ	PLANTING AREA REQUIREMENTS 50% LIN FT	AREA SQ FT	%
	374 LF	36 SPACES		187 LF	935 SF	50%
BUILDING PERIMETER PLANTING AREA PROVIDED					**3125 SF**	

PLANT MATERIAL	LIN FT WALLS ADJ	# OF PARKING SP	REQ	PLANTING AREA REQUIREMENTS REQUIRED	PROVIDED	%
TURFGRASS AREA PROPOSED					213 SF	
MAX. TURFGRASS AREA ALLOWABLE			10%	312 SF	213 SF	**7%**
GROUNDCOVER AREAS PROPOSED					605 SF	**19%**
SHRUB AREAS PROPOSED					2307 SF	**74%**
TOTAL BUILDING PERIMETER PLANTING AREA PROVIDED					**3125 SF**	**100%**

BUILDING PERIMETER PLANTING REQUIREMENTS	SPACING	PLANT AREA	PLANT MATERIALS & TURF MIN. REQUIRED	PROVIDED
TURFGRASS	NA	213 SF	NA	**213 SF**
GROUNDCOVER	2' OC	605 SF	152 PLANTS	**152 PLANTS**
SHRUBS	3' OC	1968 SF	27 SHRUBS	**120 SHRUBS**
	4' OC	64 SF	4 SHRUBS	**4 SHRUBS**
	5' OC	275 SF	11 SHRUBS	**11 SHRUBS**

10-416-C VEHICULAR USE AREA PLANTING REQUIREMENTS

REQUIRED INTERNAL PLANTING AREA	AREA / EACH	MIN. REQUIRED AREA	PROVIDED AREA
GROSS PAVED VEHICULAR USE AREA	15542 SF		
INTERNAL PLANTING AREA REQUIRED		10% 1554 SF	
TOTAL INTERNAL PLANTING AREA PROVIDED			**4132 SF 27%**

INTERNAL PARKING AREAS TREE REQUIREMENTS	AREA / EACH	TREE REQUIREMENTS MIN. REQUIRED	PROVIDED
REQUIRED INTERNAL PARKING TREES	1 TREE PER 250 SF	**7 TREES**	
TOTAL INTERNAL PLANTING TREES PROVIDED			**7 TREES**

INTERNAL PARKING AREAS LANDSCAPE MATERIALS REQUIREMENTS	SPACING	%	PLANT MATERIALS & TURF PROVIDED	AREA
TURFGRASS	NA	**4.3%**	**665 SF**	**665 SF**
GROUNDCOVER	1.5' OC	**2.4%**	**165 PLANTS**	**371 SF**
SHRUBS	3' OC	**12.7%**	**220 PLANTS**	**1980 SF**
	4' OC	**3.8%**	**37 PLANTS**	**592 SF**
	5' OC	**3.7%**	**23 SHRUBS**	**575 SF**

10-416-A GENERAL TREE REQUIREMENTS

PROJECT INFORMATION	USE / TYPE / REQUIREMENT	AREA AC	AREA SQ FT
NET DEVELOPMENT AREA		1.03 AC	44732 SF
PROPOSED DEVELOPEMENT TYPE	COM - COMMERCIAL		

GENERAL TREE REQUIREMENTS	TREE PER SQ FT	REQUIRED TREES
REQUIRED GENERAL TREES	1 PER 3000 SF	**15**

GENERAL TREE TYPE	TREE CREDITS		PROVIDED QUANTITY	TREES	PROVIDED
INDIGENOUS 4"+ CAL TREE PRESERVED	@	5:1 CREDIT	0 TREES	0 TREES	
INDIGENOUS 8' CT PALM PRESERVED	@	3:1 CREDIT	0 TREES	0 TREES	
INDIGENOUS RELOCATED 8' CT SABAL PALM	@	2:1 CREDIT	0 TREES	0 TREES	
TOTAL PRESERVED / RELOCATED TREE CREDITS					**0 TREES**
1" & 6' INSTALLED GENERAL TREES	@	1:1 RATIO	6 TREES		
50% MAX ALLOWABLE	@	7 TREES			*6 TREES*
2" & 10' INSTALLED GENERAL TREES	@	1:1 RATIO	9 TREES		
50% MIN REQUIRED	@	8 TREES			*9 TREES*
4" CAL & 16' OA INSTALLED GENERAL TREES	@	2:1 CREDIT		0 TREES	
6" CAL & 20' OA INSTALLED GENERAL TREES	@	3:1 CREDIT		0 TREES	
8" CAL & 24' OA INSTALLED GENERAL TREES	@	4:1 CREDIT		0 TREES	
50% MAX CREDIT	@	7 TREES			*0 TREES*
TOTAL INSTALLED GENERAL TREES					**15 TREES**
TOTAL TREES PROVIDED BY REPLACEMENT					**0 TREES**
TOTAL GENERAL TREES PROVIDED					**15 TREES**
TOTAL EXCESS GENERAL TREES					***0 TREES***

PROTECTED TREE REPLACEMENT	TREE CREDITS SIZE @ DBH	TREE CREDIT	QUANTITY REMOVE/ADD	TOT CAL	CREDITS
4" CAL PROTECTED TREES	4 CAL	5:1 CREDIT	-0 TREES	0 CAL	
5" CAL PROTECTED TREES	5 CAL	5:1 CREDIT	-0 TREES	0 CAL	
6" CAL PROTECTED TREES	6 CAL	5:1 CREDIT	-0 TREES	0 CAL	
7" CAL PROTECTED TREES	7 CAL	5:1 CREDIT	-0 TREES	0 CAL	
8" CAL PROTECTED TREES	8 CAL	5:1 CREDIT	-0 TREES	0 CAL	
9" CAL PROTECTED TREES	9 CAL	5:1 CREDIT	-0 TREES	0 CAL	
10" CAL PROTECTED TREES	10 CAL	5:1 CREDIT	-0 TREES	0 CAL	
12" CAL PROTECTED TREES	12 CAL	5:1 CREDIT	-0 TREES	0 CAL	
14" CAL PROTECTED TREES	14 CAL	5:1 CREDIT	-0 TREES	0 CAL	
16" CAL PROTECTED TREES	16 CAL	5:1 CREDIT	-0 TREES	0 CAL	
18" CAL PROTECTED TREES	18 CAL	5:1 CREDIT	-0 TREES	0 CAL	
20" CAL PROTECTED TREES	20 CAL	5:1 CREDIT	-0 TREES	0 CAL	
22" CAL PROTECTED TREES	22 CAL	5:1 CREDIT	-0 TREES	0 CAL	
24" CAL PROTECTED TREES	24 CAL	5:1 CREDIT	-0 TREES	0 CAL	
26" CAL PROTECTED TREES	26 CAL	5:1 CREDIT	-0 TREES	0 CAL	
28" CAL PROTECTED TREES	28 CAL	5:1 CREDIT	-0 TREES	0 CAL	
30" CAL PROTECTED TREES	30 CAL	5:1 CREDIT	-0 TREES	0 CAL	
32" CAL PROTECTED TREES	32 CAL	5:1 CREDIT	-0 TREES	0 CAL	
34" CAL PROTECTED TREES	34 CAL	5:1 CREDIT	-0 TREES	0 CAL	
36" CAL PROTECTED TREES	36 CAL	5:1 CREDIT	-0 TREES	0 CAL	
CAL OF PROECTED TREES REQUIRED TO BE REPLACED @ 1:1 RATIO					**0 CAL**
2" REPLACEMENT TREES	2 CAL	1:1 CREDIT	+0 TREES	0 CAL	0 TREES
4" REPLACEMENT TREES	4 CAL	2:1 CREDIT	+0 TREES	0 CAL	0 TREES
6" REPLACEMENT TREES	6 CAL	3:1 CREDIT	+0 TREES	0 CAL	0 TREES
8" REPLACEMENT TREES	8 CAL	4:1 CREDIT	+0 TREES	0 CAL	0 TREES
CAL OF PROECTED TREES REPLACEMENTS PROVIDED @ 1:1 RATIO					**0 CAL**
TOTAL EXCESS REPLACEMENT TREES					***0 CAL***
PROTECTED PALM (SABAL)	8 CT	3:1 CREDIT	-0 PALMS	0 PALMS	
PROTECTED PALM (SILVER)	8 CT	3:1 CREDIT	-0 PALMS	0 PALMS	
PROTECTED PALM (COCONUT)	8 CT	3:1 CREDIT	-0 PALMS	0 PALMS	
PROTECTED PALM (ROYAL)	8 CT	3:1 CREDIT	-0 PALMS	0 PALMS	
PROTECTED PALMS TO BE REPLACED					**0 PALMS**
10' CT REPLACEMENT PALM (SABAL)	10 CT	3:1 CREDIT	+0 PALMS	0 PALMS	@ 0 TREES
10' CT REPLACEMENT PALM (SILVER)	10 CT	4:1 CREDIT	+0 PALMS	0 PALMS	@ 0 TREES
10' CT REPLACEMENT PALM (COCONUT)	10 CT	1:1 CREDIT	+0 PALMS	0 PALMS	@ 0 TREES
10' CT REPLACEMENT PALM (ROYAL)	10 CT	1:1 CREDIT	+0 PALMS	0 PALMS	@ 0 TREES
CAL OF PROECTED TREES REPLACEMENTS PROVIDED @ 1:1 RATIO					**0 PALMS**
TOTAL EXCESS REPLACEMENT PALMS					***0 PALMS***
TOTAL TREES PROVIDED BY REPLACEMENT					**0 TREES**

10-420-B PLANT MATERIALS STANDARDS REQUIREMENTS

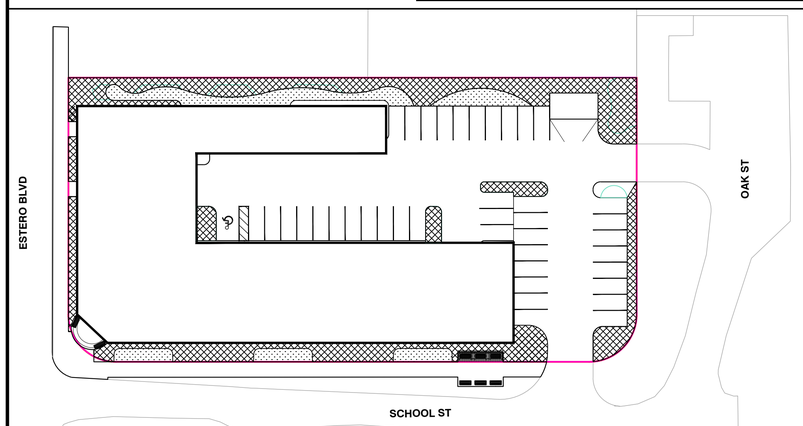
PLANT MATERIAL TYPE	TOTAL REQUIRED	NATIVE REQUIREMENTS %	REQUIRED	PROVIDED	% PROVIDED
CODE TREES	30 TREES				
NATIVE REQUIRED		**75%**	**23 TREES**		
NATIVE PROVIDED				**26 TREES**	**87%**
SHRUBS	280 SHRUBS				
NATIVE REQUIRED		**50%**	**140 SHRUBS**		
NATIVE PROVIDED				**195 SHRUBS**	**70%**

CODE CALCULATIONS EXHIBIT

0' 15' 30' 60'
SCALE: 1"=30'

CODE REQUIREMENTS LEGEND

CODE REQUIRED TREE	SYMBOL	CODE REQUIRED TREE	SYMBOL	CODE REQUIRED TREE	HATCH	CODE REQUIRED PLANTING AREA	HATCH
BUFFER TREE	B	GENERAL TREE	G	BUFFER AREA		OPEN SPACE AREA	
ENHANCEMENT TREE	E	INTERNAL / PARKING / VUE TREE	P	BUILDING PERIMETER AREA		INTERNAL / PARKING / VUE AREA	



IRRIGATION STANDARDS.

1. REQUIRED LANDSCAPING AREAS MUST PROVIDE AN AUTOMATIC IRRIGATION SYSTEM.
2. IRRIGATION SYSTEMS MUST BE DESIGNED TO ELIMINATE THE APPLICATION OF WATER TO IMPERVIOUS AREAS, INCLUDING ROADS, DRIVES, AND OTHER VEHICLE AREAS.
3. IRRIGATION SYSTEMS MUST ALSO BE DESIGNED TO AVOID IMPACTS ON INDIGENOUS PLANT COMMUNITIES.
4. IRRIGATION SYSTEMS MUST INCORPORATE A SYSTEM CONTROLLER SET TO CONSERVE WATER.
5. MOISTURE DETECTION DEVICES MUST BE INSTALLED IN ALL AUTOMATIC SPRINKLER SYSTEMS TO OVERRIDE THE SPRINKLER OPEATIONS DURING PERIODS OF INCREASED RAINFALL.
6. WHERE EXISTING IRRIGATION SYSTEMS ARE MODIFIED REQUIRING THE ACQUISITION OF A PERMIT, AUTOMATIC ACTIVATION SYSTEMS AND OVERRIDING MOISTURE DETECTION DEVICES MUST BE INSTALLED.
7. THE REQUIREMENT TO PROVIDE AN AUTOMATIC IRRIGATION SYSTEM DOES NOT APPLY TO TREES PLANTED IN ACCORDANCE WITH THE LDC OR TO CULTIVATED LANDSCAPED AREAS THAT ARE PLANTED 100% WITH NATIVE FLORIDA PLANT SPECIES. A TEMPORARY IRRIGATION SYSTEM IS STRONGLY ENCOURAGED TO IMPROVE SURVIVABILITY AFTER INITIAL PLANTING. ALL PLANTS THAT DO NOT SURVIVE MUST REPLANTED IN THE SAME MANNER AS FOR ALL OTHER REQUIRED.

CONCEPTUAL IRRIGATION PLAN

0' 20' 40' 80'
SCALE: 1"=40'

IRRIGATION LEGEND

SYMBOL	DESCRIPTION
	TURF AREA TO BE IRRIGATED WITH SPRAY HEADS
	BED AREAS TO BE IRRIGATED WITH DRIP SYSTEM

ALTERNATE BETTERMENT PLAN NARRATIVE

PLAN EXCEEDS CODE REQUIREMENTS:

1. TREES:
   - 1.1. 75% REQUIRED TREES TO BE NATIVE & 87% REQUIRED TREES PROVIDED ARE NATIVE.
   - 1.2. 50% OF REQUIRED TREES (8 TREES) MUST BE 2" CAL & 9 PROVIDED (60%).
   - 1.3. 50% OF REQUIRED TREES (7 TREES) CAN BE 1" CAL & 6 PROVIDED (40%).
   - 1.4. SABAL PALM CLUSTERS HAVE A 4' OA HEIGHT VARIATION.
2. SHRUBS:
   - 2.1. 280 SHRUBS REQUIRED FOR SITE & 384 PROVIDED.
   - 2.2. 50% REQUIRED SHRUBS TO BE NATIVE (140 SHRUBS) & 70% REQUIRED SHRUBS PROVIDED ARE NATIVE (195).
3. PLANTING AREAS:
   - 3.1. 1554 SF PARKING PLANTING AREA REQUIRED & 4132 SF PROVIDED.
   - 3.2. 935 SF BUILDING PERIMETER PLANTING AREA REQUIRED & 3125 SF PROVIDED.
4. HARDSCAPE FEATURES:
   - 4.1. SPECIALTY PAVER ENTRY TREATMENT.
   - 4.2. PEDESTRIAN PLAZA WITH SEATING.

REV #	REVISION	DRAWN	CHECKED	DATE

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DATE: MARCH 2004
SEC: 19 TWP: 46 S RGE: 24 E
DESIGNED: JMM
DRAWN: JMM
HORIZ. SCALE (FULL): ######
HORIZ. SCALE (HALF): 1" = ########'
VERT. SCALE (FULL): N/A
VERT. SCALE (HALF): N/A

CLIENT: MYERSIDE, LLC

TITLE: PERMIT CALCULATIONS & IRRIGATION PLAN

PROJECT: MYERSIDE

PROJECT NO.: 200022 00 01
FILE NAME: 200022 00 01 LA PERMIT
SHEET NUMBER: 03 OF 08

THIS IS HAS BEEN ELECTRONICALLY SIGNED & SEAL BY JAMES M. MCCORD USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
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STATUTORY NOTES:

SURFACE WATER MANAGEMENT.

1. ILLICIT STORMWATER AND NON-STORMWATER DISCHARGES ARE NOT PERMITTED INTO MUNICIPAL SEPARATE STORM SEWER SYSTEMS.
2. CONSTRUCTION ACTIVITY MUST UTILIZE BEST MANAGEMENT PRACTICES FOR SEDIMENT AND EROSION CONTROL.
3. EXCAVATIONS MAY NOT HAVE A CONTROLLED WATER DEPTH GREATER THAN 12'.
4. THE DESIGN OF SHORELINES OF EXCAVATIONS MUST BE SINUOUS.
5. THE BANKS OF ALL EXCAVATIONS MUST BE SLOPED NOT GREATER THAN 4:1 FROM THE TOP OF THE EXCAVATION TO A WATER DEPTH OF 4' BELOW THE DRY SEASON WATER TABLE.
6. EXCAVATION BANK SLOPES MUST COMPLY WITH THE SHORELINE CONFIGURATION, SLOPE REQUIREMENTS, AND PLANTING REQUIREMENTS FOR MIMICKING NATURAL SYSTEMS.
7. DIVISION 6. - OPEN SPACE, BUFFERING AND LANDSCAPING
8. AREAS WHERE INVASIVE EXOTIC VEGETATION HAS EXCEEDED 75% OF THE PLANT SPECIES BY QUANTITY WILL NOT BE CONSIDERED INDIGENOUS PLANT COMMUNITIES.
9. OPEN SPACE.
10. ALL DEVELOPMENT MUST MAINTAIN, AT A MINIMUM, THE OPEN SPACES OUTLINED IN THE LDC
11. THE MAJOR INDIGENOUS PLANT COMMUNITIES LISTED IN THE LDC MUST BE IDENTIFIED IN EACH APPLICATION FOR A DEVELOPMENT ORDER ON THE EXISTING CONDITIONS DRAWING.
12. ON EACH DEVELOPMENT SITE, 100% PERCENT OF INDIGENOUS PLANT COMMUNITIES THAT CONSIST OF WETLANDS MUST BE MAINTAINED AS OPEN SPACE, EXCEPT TO ACCOMMODATE A SHORELINE STRUCTURE OR AS PERMITTED BY THE LDC.
13. ON EACH DEVELOPMENT SITE, 100% OF COASTAL SCRUB VEGETATION MUST BE MAINTAINED AS OPEN SPACE, EXCEPT AS PERMITTEDIN THE LDC.
14. WHERE PEDESTRIANS NEED TO CROSS DUNE VEGETATION, PERPENDICULAR DUNE WALKOVERS MAY BE CONSTRUCTED IN THIS OPEN SPACE AT INTERVALS OF AT LEAST 150' TO PROTECT THE VEGETATION.
15. NEWLY CREATED LOTS AND PARCELS MUST BE OF SUFFICIENT SIZE AND DIMENSION TO ENSURE A 50' BUFFER BETWEEN ANY STRUCTURES (EXCLUDING DUNE WALKOVERS) AND THE LANDWARD LINE OF DUNE VEGETATION.
16. ON EACH DEVELOPMENT SITE, AT LEAST 50% OF INDIGENOUS PLANT COMMUNITIES OTHER THAN COASTAL SCRUB VEGETATION THAT CONSISTS OF UPLANDS MUST BE MAINTAINED AS OPEN SPACE. IF THESE COMMUNITIES CONTAIN OCCUPIED HABITAT FOR LISTED SPECIES, THE ADDITIONAL REQUIREMENTS OF THE LDC SHALL APPLY.
17. IF THE 1978 COASTAL CONSTRUCTION CONTROL LINE (CCCL) CROSSES PROPERTY IN AN APPLICATION FOR A DEVELOPMENT ORDER, THIS LINE MUST BE SHOWN ON THE EXISTING CONDITIONS DRAWING.
18. LAND THAT IS ZONED EC SHALL BE MAINTAINED AS OPEN SPACE, EXCEPT AS SPECIFICALLY PERMITTED IN THE LDC.
19. THE NATURE AND LOCATION OF KNOWN ARCHAEOLOGICAL AND HISTORIC SITES RESOURCES MUST BE IDENTIFIED IN EACH APPLICATION FOR A DEVELOPMENT ORDER ON THE EXISTING CONDITIONS DRAWING.
20. TREES MUST BE IDENTIFIED IN EACH APPLICATION FOR A DEVELOPMENT ORDER ON THE LANDSCAPE PLAN. PROTECTED TREES CAN BE REMOVED ONLY AS ALLOWED BY THE LDC.
21. PARKING AND VEHICLE USE AREAS MUST BE LANDSCAPED AND BE MAINTAINED AS OPEN SPACE.
22. PERIMETER BUFFERS MUST BE MAINTAINED AS OPEN SPACE.

LANDSCAPING STANDARDS.

1. EXCEPT IN THE DOWNTOWN AND SANTINI ZONING DISTRICTS, LANDSCAPING FOR ALL DEVELOPMENTS, MUST INCLUDE, AT A MINIMUM, ONE TREE PER 3,000 SQ FT OF DEVELOPMENT AREA (NOT INCLUDING EXISTING WATERBODIES) IN ADDITION TO THE PARKING AND BUFFER TREES.
2. GENERAL TREE REQUIREMENTS MAY BE REDUCED THROUGH THE UTILIZATION OF LARGER TREES AS SPECIFIED OR THROUGH USE OF AN ALTERNATIVE LANDSCAPE BETTERMENT PLAN.
3. BUILDING EDGE PLANTINGS ARE REQUIRED FOR ALL COMMERCIAL AND MIXED-USE BUILDINGS OR PORTIONS THEREOF THAT ARE BEING NEWLY BUILT, AND TO "SUBSTANTIAL IMPROVEMENTS" TO SUCH BUILDINGS AS DEFINED IN THE LDC, ON PROPERTIES THAT ARE ZONED IN ANY OF THE FOLLOWING ZONING DISTRICTS: SANTOS, DOWNTOWN, SANTINI, VILLAGE, CB, AND CPD.
4. WHERE REQUIRED, BUILDING EDGE PLANTINGS MUST BE INSTALLED AND MAINTAINED ALONG AT LEAST 50% OF THE LENGTH OF ALL WALLS THAT FACE ON-SITE PARKING AREAS WITH MORE THAN 25 PARKING SPACES.
5. THESE PLANTING AREAS MUST BE AT LEAST 5' AND MAY CONSIST OF LANDSCAPE AREAS OR ADEQUATELY DRAINED RAISED PLANTERS OR PLANTER BOXES AND MUST INCLUDE SHRUBS AND GROUNDCOVER PLANTS, WITH A MIN OF 50% COVERAGE OF THE LANDSCAPE AREA AT THE TIME OF PLANTING.
6. TURFGRASS IS DISCOURAGED AND IS LIMITED TO 10% OF THE LANDSCAPE AREA.
7. EXISTING LANDSCAPING THAT DOES NOT COMPLY WITH THE PROVISIONS OF THIS CODE MUST BE BROUGHT INTO CONFORMITY, TO THE MAX EXTENT POSSIBLE, WHEN THE VEHICULAR USE AREA IS ALTERED OR EXPANDED, THE BUILDING SQ FT IS CHANGED, OR THE STRUCTURE HAS BEEN VACANT FOR A PERIOD OF 1 YEAR +.
8. THE FRONT OF A VEHICLE MAY OVERHANG ANY LANDSCAPED AREAS A MAXIMUM OF 2', PROVIDED THE LANDSCAPED AREA IS PROTECTED BY WHEEL STOPS OR CURBING. 2' OF SUCH LANDSCAPED AREA OR WALKWAY MAY BE PART OF THE REQUIRED DEPTH OF EACH ABUTTING PARKING SPACE. WALKWAYS MUST BE DESIGNED WITH A MINIMUM OF 5' WIDTH THAT IS CLEAR OF ANY VEHICLE OVERHANG.
9. AT LEAST ONE TREE MUST BE PLANTED OR RETAINED FOR EVERY 250 SQ FT OF REQUIRED INTERNAL PLANTING AREA, AND NO PARKING SPACE MAY BE MORE THAN 100' FROM A TREE PLANTED IN A PERMEABLE ISLAND, PENINSULA OR MEDIAN OF 10' MIN WIDTH. CANOPY REQUIREMENTS MUST BE MET WITH EXISTING NATIVE TREES WHENEVER SUCH TREES ARE LOCATED WITHIN THE PARKING AREA.
10. LANDSCAPED AREAS ON THE PARKING AREA PERIMETER OR INTERNAL ISLANDS MUST EQUAL OR EXCEED A MIN OF 10% OF THE TOTAL PAVED SURFACE AREA. LANDSCAPED AREAS RESERVED FOR FUTURE PARKING SPACES MAY NOT BE INCLUDED IN THIS CALCULATION.
11. THE MIN AVERAGE DIMENSION OF ANY REQUIRED INTERNAL LANDSCAPED AREA MUST BE 10'.
12. NO MORE THAN AN AVERAGE OF 10 PARKING SPACES MUST OCCUR IN AN UNINTERRUPTED ROW UNLESS OPTIONAL DIVIDER MEDIANSARE USED.
13. WHERE EXISTING TREES ARE RETAINED IN A LANDSCAPED ISLAND, THE NUMBER OF PARKING SPACES IN THAT ROW MAY BE INCREASED TO 15.
14. OPTIONAL DIVIDER MEDIANS MUST BE 10'. 1 TREE MUST BE PLANTED PER 40 LIN FT OF DIVIDER. TREES MAY BE PLANTED SINGLY OR IN CLUSTERS WITH THE MAX SPACING OF 60'.
15. ALL INTERIOR LANDSCAPED AREAS NOT DEDICATED TO TREES OR TO PRESERVATION OF EXISTING VEGETATION MUST BE LANDSCAPED WITH GRASS, GROUNDCOVER, SHRUBS, OR OTHER APPROVED LANDSCAPING MATERIALS AND THIS MUST BE NOTED.
16. SAND, GRAVEL, ROCK, SHELL, OR PAVEMENT ARE NOT APPROPRIATE LANDSCAPE MATERIALS.
17. OPTIONAL TREE GRATES MAY BE UTILIZED IN PARKING AREAS FOR INSTALLATION OF UP TO A MAX OF 50% OF THE REQUIRED CANOPY TREES.
18. TREE GRATES MUST CONTAIN A MIN OF 16 SQ FT OF PLANTING AREA AND PROVIDE A MIN OF 5 AIR VENTS PER GRATED AREA TO ADEQUATELY DRAIN THE ROOTZONE. A CROSS SECTION OF THE GRATES AND DRAINS MUST BE INCLUDED IN THE LANDSCAPE PLANS.
19. VEHICLE HEADLIGHTS IN PARKING AREAS ON / ADJACENT TO THE BEACH MUST BE SCREENED UTILIZING GROUND-LEVEL BARRIERS TO ELIMINATE ARTIFICIAL LIGHTING DIRECTLY OR INDIRECTLY ILLUMINATING SEA TURTLE NESTING HABITAT.
20. PERIMETER BUFFERING IS REQUIRED FOR CERTAIN PROPOSED DEVELOPMENTS AS DESCRIBED IN THIS SECTION.
21. EXISTING DEVELOPMENTS THAT DO NOT COMPLY WITH THE PROVISIONS OF THE LDC MUST BE BROUGHT INTO CONFORMITY TO THE MAX EXTENT POSSIBLE WHEN THE VEHICULAR USE AREA IS ALTERED OR EXPANDED, OR WHEN THE BUILDING SQ FT IS INCREASED, OR WHEN THERE HAS BEEN A DISCONTINUANCE OF USE FOR A PERIOD OF 1 YEAR +.
22. THE LDC DESCRIBES THE REQUIRED BUFFER TYPE TO BE PROVIDED BY A PROPOSED USE ABUTTTING AN EXISTING USES / ZONING.
23. THE LDC DESCRIBES 6 BUFFER TYPES REQUIRED WITH THE MIN NUMBER OF TREES AND SHRUBS PER 100 LIN FT SEGMENT AND THE REQUIREMENT OF A HEDGE AND / OR WALL.
24. A SOLID WALL, BERM, OR WALL AND BERM COMBINATION SHALL BE NOT LESS THAN 6' OA. THE HEIGHT OF THE WALL MUST BE MEASURED FROM THE AVG ELEVATION OF THE STREET(S) ABUTTING THE PROPERTY AS MEASURED ALONG THE AT THE POINTS OF INTERSECTION OF THE STREETS.
25. ALL TREES AND SHRUBS REQUIRED IN THE BUFFER MUST BE PLACED ON THE RESIDENTIAL SIDE OF THE WALL.
26. WALLS MUST BE CONSTRUCTED TO ENSURE THAT HISTORIC FLOW PATTERNS ARE ACCOMMODATED AND ALL STORMWATER FROM THE SITE IS DIRECTED TO ON-SITE DETENTION / RETENTION AREAS IN ACCORDANCE WITH SFWMD REQUIREMENTS.
27. HEDGES MUST BE PLANTED IN DOUBLE STAGGERED ROWS AND BE MAINTAINED SO AS TO FORM A 3' OA CONTINUOUS VISUAL SCREEN WITHIN 1 YEAR AFTER PLANTING. TYPE F BUFFERS THE HEDGES MUST BE 4' OA AT INSTALLATION AND BE MAINTAINED AT 5' OA HIGH.
28. TREES WITHIN THE ROW BUFFER MUST BE APPROPRIATELY SIZED IN MATURE FORM SO THAT CONFLICTS WITH OVERHEAD UTILITIES, LIGHTING, AND SIGNS ARE AVOIDED. THE CLUSTERING OF TREES AND USE OF PALMS WITHIN THE ROW BUFFER WILL ADD DESIGN FLEXIBILITY AND REDUCE CONFLICTS.
29. TREES AND SHRUBS MAY NOT BE PLANTED CLOSER THAN 3' TO ANY SIDEWALK OR BIKE PATH OR TO THE RIGHT-OF-WAY OF ESTERO BOULEVARD.
30. PUBLIC AND QUASI-PUBLIC FACILITIES MUST PROVIDE A TYPE C OR F BUFFER IF THE PROPOSED DEVELOPMENT WILL HAVE A SIGNIFICANTLY ADVERSE IMPACT ON ADJACENT EXISTING RESIDENTIAL USES.
31. BUFFER AREAS MAY NOT BE LOCATED ON ANY PORTION OF AN EXISTING OR DEDICATED STREET RIGHT-OF-WAY OR ROADWAY EASEMENT. VARIANCES OR DEVIATIONS FROM THIS REQUIREMENT ARE PROHIBITED.
32. WALLS, BERMS AND BUFFER PLANTINGS MUST NOT VIOLATE THE VEHICLE VISIBILITY REQUIREMENTS OF THE LDC.
33. FOR DEVELOPMENTS ABUTTING NATURAL BODIES OF WATER: THERE MUST BE A 25' BUFFER LANDWARD FROM THE MEAN HIGH-WATER LINE OF ALL NATURAL BODIES OF WATER EXCEPT THOSE PORTIONS OF A SHORELINE HAVING A WALL; EXISTING VEGETATION WITHIN THE BUFFER AREA MUST BE RETAINED; AND THE REMOVAL OR CONTROL OF EXOTIC PEST PLANTS MUST NOT INVOLVE THE USE OF HEAVY MECHANICAL EQUIPMENT.
34. FOR DEVELOPMENT ABUTTING WETLANDS: THERE MUST BE A 75' SEPARATION BETWEEN WETLANDS AND ALL BUILDINGS OR OTHER IMPERVIOUS SURFACES.
35. REQUIRED BUFFERS MAY BE USED FOR PASSIVE RECREATION SUCH AS PEDESTRIAN OR BIKE PATHS, PROVIDED THAT: NO REQUIRED TREES OR SHRUBS ARE ELIMINATED; NOT MORE THAN 20% OF THE WIDTH OF THE BUFFER IS IMPERVIOUS SURFACE; THE TOTAL WIDTH OF THE BUFFER AREA IS MAINTAINED; AND ALL OTHER LDC REQUIREMENTS ARE MET.

IRRIGATION STANDARDS.

1. REQUIRED LANDSCAPING AREAS MUST PROVIDE AN AUTOMATIC IRRIGATION SYSTEM.
2. IRRIGATION SYSTEMS MUST BE DESIGNED TO ELIMINATE THE APPLICATION OF WATER TO IMPERVIOUS AREAS, INCLUDING ROADS, DRIVES, AND OTHER VEHICLE AREAS.
3. IRRIGATION SYSTEMS MUST ALSO BE DESIGNED TO AVOID IMPACTS ON INDIGENOUS PLANT COMMUNITIES.
4. IRRIGATION SYSTEMS MUST INCORPORATE A SYSTEM CONTROLLER SET TO CONSERVE WATER.
5. MOISTURE DETECTION DEVICES MUST BE INSTALLED IN ALL AUTOMATIC SPRINKLER SYSTEMS TO OVERRIDE THE SPRINKLER OPEATIONS DURING PERIODS OF INCREASED RAINFALL.
6. WHERE EXISTING IRRIGATION SYSTEMS ARE MODIFIED REQUIRING THE ACQUISITION OF A PERMIT, AUTOMATIC ACTIVATION SYSTEMS AND OVERRIDING MOISTURE DETECTION DEVICES MUST BE INSTALLED.
7. THE REQUIREMENT TO PROVIDE AN AUTOMATIC IRRIGATION SYSTEM DOES NOT APPLY TO TREES PLANTED IN ACCORDANCE WITH THE LDC OR TO CULTIVATED LANDSCAPED AREAS THAT ARE PLANTED 100% WITH NATIVE FLORIDA PLANT SPECIES. A TEMPORARY IRRIGATION SYSTEM IS STRONGLY ENCOURAGED TO IMPROVE SURVIVABILITY AFTER INITIAL PLANTING. ALL PLANTS THAT DO NOT SURVIVE MUST REPLANTED IN THE SAME MANNER AS FOR ALL OTHER REQUIRED.

ALTERNATE LANDSCAPE BETTERMENT PLAN.

1. APPLICATIONS PURSUANT TO THIS DIVISION ARE ENTITLED TO DEMONSTRATE THAT THE INTENT OF THIS DIVISION CAN BE MORE EFFECTIVELY ACCOMPLISHED THROUGH AN ALTERNATE LANDSCAPE BETTERMENT PLAN.

PLANT MATERIAL STANDARDS.

1. PLANT MATERIALS USED TO MEET THE REQUIREMENTS OF THIS DIVISION MUST MEET THE STANDARDS FOR FLORIDA NO. 1 OR BETTER PER FDACS.
2. ROOT BALL SIZES ON ALL TRANSPLANTED PLANT MATERIALS MUST ALSO MEET STATE STANDARDS.
3. AT LEAST 75% OF THE TREES AND 50% OF THE SHRUBS USED TO FULFILL THESE REQUIREMENTS MUST BE NATIVE FLORIDA SPECIES.
4. FOR REQUIRED TREES, AT LEAST 50% OF THE TREES AT INSTALLATION MUST BE A MIN OF 10' OA, 2" CAL, AND HAVE A 4' SPREAD. THE REMAINING REQUIRED TREES AT INSTALLATION MUST BE A MIN OF 6' OA, 1" CAL, AND HAVE A 3' SPREAD.
5. PALMS MUST HAVE A MIN OF 1' OF CLEAR TRUNK AT PLANTING.
6. COCONUT PALMS MUST BE VARIETIES THAT ARE RESISTANT TO LETHAL YELLOWING.
7. TREES HAVING AN AVG MATURE CROWN LESS THAN 20' MAY BE SUBSTITUTED BY GROUPING THEM TO CREATE THE EQUIVALENT OF 20' CROWN.
8. TREES ADJACENT TO WALKWAYS, BIKE PATHS, AND RIGHTS-OF-WAY MUST BE MAINTAINED WITH 8' OF CT.
9. LARGER TREES MAY BE SUBSTITUTED TO REDUCE THE MIN NUMBER OF GENERAL TREES. TREE CREDITS REQUIRE NO LESS THAN 16' OA AND 4" CAL AT INSTALLATION. MAX GENERAL TREES CREDITS CANNOT EXCEED 50%.
10. SHRUBS MUST BE A MIN OF 24" OA (48" OA FOR TYPE F BUFFERS), 3 GAL CONTAINER SIZE, AND BE SPACED 18"-36" OC.
11. BUFFER SHRUBS MUST BE MAINTAINED A MIN OF 36" OA INCHES (60" OA FOR TYPE F BUFFERS) WITHIN 1 YEAR AFTER INSTALLATION IN PERPETUITY, EXCEPT FOR VISIBILITY AT INTERSECTIONS AND WHERE PEDESTRIAN ACCESS IS PROVIDED.
12. REQUIRED HEDGES MUST BE PLANTED IN DOUBLE STAGGERED ROWS AND MAINTAINED SO AS TO FORM A CONTINUOUS, UNBROKEN, SOLID VISUAL SCREEN WITHIN ONE YEAR AFTER TIME OF PLANTING.
13. A 2" MIN LAYER, AFTER WATERING-IN, OF APPROVED MULCH MUST BE PLACED AND MAINTAINED AROUND ALL NEWLY INSTALLED TREES, SHRUBS AND GROUNDCOVER PLANTINGS. EACH TREE MUST HAVE A RING OF MULCH NO LESS THAN 24" BEYOND ITS TRUNK IN ALL DIRECTIONS. THE USE OF CYPRESS MULCH IS PROHIBITED.
14. HIGHLY INVASIVE EXOTIC PLANTS MUST BE REMOVED FROM THE DEVELOPMENT AREA AND BE MAINTAINED FREE FROM INVASIVE EXOTIC PLANTS IN PERPETUITY. INVASIVE EXOTIC PLANTS TO BE REMOVED INCLUDE: MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, EARLEAF ACACIA, DOWNY ROSEMYRTLE, TROPICAL SODA APPLE, WEDELIA, BEACH NAUPAKA, AND CHINABERRY.
15. THE FOLLOWING SPECIES OF EXOTIC PLANTS ARE CONSIDERED INVASIVE AND MAY NOT BE USED TO FULFILL ANY REQUIREMENTS OF THIS DIVISION: MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, EARLEAF ACACIA, DOWNY ROSEMYRTLE, TROPICAL SODA APPLE, WOMAN'S TONGUE, BISHOP WOOD, CARROTWOOD, ROSEWOOD, MURRAY RED GUM, BENJAMIN FIG, CUBAN LAUREL, CHINESE TALLOW; JAVA PLUM, ROSE APPLE, CORK TREE, WEDELIA, BEACH NAUPAKA, AND CHINABERRY.
16. EXCEPT FOR PROHIBITED SPECIES, EVERY CONSIDERATION MUST BE GIVEN TO RETAINING AS MUCH OF THE EXISTING PLANT MATERIAL AS POSSIBLE.
17. EACH EXISTING NATIVE TREE PRESERVED IN PLACE WHICH HAS A 4" CAL @ DBH WILL RECEIVE A 5:1 TREE CREDIT AGAINST THE TREE PLANTING REQUIREMENTS.
18. NATIVE PALMS PRESERVED IN PLACE WHICH ARE 8' CT WILL RECEIVE A 3:1 TREE CREDIT. EXISTING SABAL PALMS, IDENTIFIED ON THE DEVELOPMENT ORDER PLANS AND RELOCATED ON-SITE, WILL BE GIVEN A 2:1 CREDIT.
19. CREDITS FOR EXISTING TREES MAY NOT BE USED TO REDUCE THE REQUIRED PARKING CANOPY TREES.
20. EXISTING NATIVE TREES IN BUFFERS MAY BE USED FOR CREDIT APPLIED TO THE PERIMETER BUFFER PROVIDED THEY OCCUR WITHIN THE SAME SEGMENT (100' OR LESS) OF A REQUIRED BUFFER.
21. CREDITS WILL APPLY ONLY WHEN THE TREES ARE LABELED AS PROTECTED-CREDIT TREES. IF THE PROTECTED-CREDIT TREES DIE WITHIN 3 YEARS FROM THE DEVELOPMENT ORDER CERTIFICATE OF COMPLIANCE, THEY MUST BE REPLACED BY THE NUMBER OF CREDIT TREES TAKEN.
22. CREDITS WILL APPLY WHERE THE PRESERVED TREE IS IN A BARRICADED AREA AT LEAST 2/3 THE RADIUS OF THE DRIP LINE WITH A MIN RADIUS OF 2 ½'.
23. FOR NATIVE PINE TREES, THE BARRICADED AREA MAY BE NO LESS THAN THE FULL DRIPLINE UNLESS OTHER MEASURES SUCH AS TIE-WALLS OR SPECIAL SLOPE TREATMENT ARE CONSTRUCTED FOR ADDITIONAL PROTECTION.
24. PRIOR TO THE LAND CLEARING STAGE OF DEVELOPMENT, TREE PROTECTIVE BARRIERS MUST BE INSTALLED PER THE DETAIL INCLUDED IN THESE DRAWINGS. FOR ALL OTHER PROTECTED VEGETATION, A BARRICADE MUST BE ERECTED AROUND THE PERIMETER OF THE VEGETATION.
25. NO ONE MAY NOT CAUSE OR PERMIT THE MOVEMENT OF EQUIPMENT OR THE STORAGE OF EQUIPMENT, MATERIAL, DEBRIS, OR FILL TO BE PLACED WITHIN THE REQUIRED PROTECTIVE BARRIER.
26. THE PROTECTED TREES AND ASSOCIATED UNDERSTORY PLANT COMMUNITIES MUST REMAIN ALIVE AND HEALTHY AT THE END OF THE CONSTRUCTION IN ORDER FOR THIS CREDIT TO APPLY.

PLANT INSTALLATION AND MAINTENANCE STANDARDS.

1. PLANT MATERIALS MUST BE INSTALLED IN SOIL CONDITIONS THAT ARE CONDUCIVE TO THEIR PROPER GROWTH. LIMEROCK LOCATED WITHIN PLANTING AREAS MUST BE REMOVED AND REPLACED WITH NATIVE OR GROWING QUALITY SOIL BEFORE PLANTING.
2. PLANTS' GROWTH HABITS MUST BE CONSIDERED IN ADVANCE OF CONFLICTS THAT MIGHT BE CREATED (E.G., VIEWS, SIGNAGE, OVERHEAD POWER LINES, LIGHTING, CIRCULATION, SIDEWALKS, BUILDINGS, ETC.).
3. TREES MAY NOT BE PLACED WHERE THEY INTERFERE WITH SITE DRAINAGE, SUBSURFACE UTILITIES, OR OVERHEAD UTILITY LINES, OR WHERE THEY WILL REQUIRE FREQUENT PRUNING IN ORDER TO AVOID INTERFERENCE WITH OVERHEAD POWER LINES.
4. ALL LANDSCAPE MATERIALS MUST BE INSTALLED IN A RECOGNIZED HORTICULTURALLY CORRECT MANNER.
5. ALL LANDSCAPED AREAS MUST BE MULCHED UNLESS VEGETATIVE COVER IS ALREADY ESTABLISHED.
6. TREES AND SHRUBS USED IN BUFFERS MUST BE PLANTED IN A MIN WIDTH AREA EQUAL TO 1/2 THE REQUIRED BUFFER (NO LESS THAN 5' WIDTH).
7. ALL LANDSCAPED AREAS MUST BE PROVIDED PROTECTION FROM ENCROACHMENT BY ANY TYPE OF VEHICLE.
8. ALL REQUIRED PLANTS USED IN BUFFERS AND LANDSCAPING MUST BE INSTALLED USING FLORIDA FRIENDLY PRINCIPLES.
9. UTILITY OR DRAINAGE EASEMENTS MAY OVERLAP REQUIRED BUFFERS, NO BUFFER TREES OR SHRUBS MAY BE LOCATED IN ANY UTILITY, DRAINAGE, OR STREET EASEMENT OR RIGHT-OF-WAY.
10. TO AVOID CONFLICTS WITH OVERHEAD UTILITY LINES, ONLY TREES REACHING LESS THAN 20' OA AT MATURITY MAY BE USED DIRECTLY ADJACENT TO AN OVERHEAD LINE.
11. VARIANCES AND DEVIATIONS FROM THE REQUIREMENTS OF THE PLANT INSTALLATION AND MAINTENANCE STANDARDS ARE PROHIBITED, EXCEPT WHEN INCLUDED IN AN APPROVED ALTERNATE LANDSCAPE BETTERMENT PLAN.
12. MIN SAFE SIGHT DISTANCES MUST BE MAINTAINED IN ACCORDANCE WITH THE LDC VISIBILITY REQUIREMENTS.
13. THE OWNER IS RESPONSIBLE FOR MAINTAINING THE REQUIRED LANDSCAPING IN A HEALTHY, VIGOROUS CONDITION AT ALL TIMES. TREE AND PALM STAKING MUST BE REMOVED WITHIN 1 YEAR AFTER INSTALLATION.
14. ALL LANDSCAPING MUST BE KEPT FREE OF INVASIVE EXOTIC SPECIES, REFUSE, DEBRIS, DISEASE, PESTS, AND WEEDS. ONGOING
15. VEGETATION REQUIRED BY THIS CODE MAY ONLY BE PRUNED TO PROMOTE HEALTHY, UNIFORM, NATURAL GROWTH OF THE VEGETATION (EXCEPT WHERE NECESSARY TO PROMOTE PUBLIC HEALTH, SAFETY OR WELFARE). PRUNING MUST BE IN ACCORDANCE ANSI A300 AND THE ISA BEST MANAGEMENT PRACTICES.
16. TREES MUST NOT BE SEVERELY PRUNED TO PERMANENTLY MAINTAIN GROWTH AT A REDUCED HEIGHT OR SPREAD.
17. PRUNING MUST NOT INTERFERE WITH THE DESIGN INTENT OF THE ORIGINAL INSTALLATION.
18. SEVERELY PRUNED TREES MUST BE REPLACED AND MEET THE ORIGINAL TREE SIZE REQUIREMENTS.
19. A PLANT'S GROWTH HABIT MUST BE CONSIDERED IN ADVANCE OF CONFLICTS WHICH MIGHT ARISE (I.E., VIEWS, SIGNAGE, OVERHEAD POWER LINES, LIGHTING, CIRCULATION, SIDEWALKS, BUILDINGS, AND SIMILAR CONFLICTS).

LANDSCAPE CERTIFICATE OF COMPLIANCE.

1. THE LANDSCAPE ARCHITECT MUST INSPECT AND CERTIFY THAT ALL LANDSCAPING AND THE IRRIGATION SYSTEM ARE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED LANDSCAPE AND IRRIGATION PERMIT PLANS.
2. AN "AS-BUILT" LANDSCAPE PLAN MUST BE SUBMITTED TO HIGHLIGHT ANY CHANGES TO THE APPROVED PERMIT AND INCLUDED WITH THE CERTIFICATION.
3. ANY CHANGES TO AN "ALTERNATIVE LANDSCAPE BETTERMENT PLAN" MUST BE APPROVED BY MINOR CHANGE TO THE DEVELOPMENT ORDER.
4. THE GENERAL CERTIFICATE OF COMPLIANCE PROCEDURE OUTLINED IN THE LDC.
5. RESTORATION STANDARDS FOR INDIGENOUS PLANT COMMUNITIES.
6. A RESTORATION PLAN BASED ON THE MIN LDC STANDARDS WILL BE REQUIRED IF INDIGENOUS PLANT COMMUNITIES HAVE BEEN REMOVED WITHOUT PERMIT OR APPROVAL.
7. RESTORATION PLANTINGS FOR VEGETATION OTHER THAN TREES MUST BE NURSERY GROWN, CONTAINERIZED, AND PLANTED AT NO LESS THAN 36" OC.
8. THE NUMBER OF REPLACEMENT PLANTINGS WILL BE COMPUTED BY THE SQ FT OF THE AREA DESTROYED.
9. ALL OTHER RESTORATION CRITERIA AS SET FORTH IN THE LDC PERTAINING TO TREE PROTECTION WILL APPLY.
10. RESTORATION PLANTINGS FOR NATIVE TREES MUST BE IN COMPLIANCE WITH THE LDC STANDARDS.

BEACH AND DUNE MANAGEMENT.

1. BEACH IS THE AREA OF SAND ALONG THE GULF OF MEXICO THAT EXTENDS LANDWARD FROM THE MEAN LOW-WATER LINE TO THE PLACE WHERE THERE IS A MARKED CHANGE IN MATERIAL OR PHYSIOGRAPHIC FORM, OR TO THE LINE OF PERMANENT VEGETATION, USUALLY THE EFFECTIVE LIMIT OF STORM WAVES.
2. BEACH WIDTH MEANS THE PERPENDICULAR DISTANCE MEASURED FROM THE EDGE OF WET SAND TO THE PLACE WHERE THERE IS A MARKED CHANGE IN MATERIAL OR PHYSIOGRAPHIC FORM FROM BEACH SAND TO DUNE VEGETATION, SEAWALL, TURF GRASS, ETC.
3. DUNE MEANS A MOUND, BLUFF, RIDGE, OR EMERGENT ZONE OF LOOSE SEDIMENT, USUALLY SAND-SIZED SEDIMENT, LYING UPLAND OF THE BEACH AND DEPOSITED BY ANY NATURAL OR ARTIFICIAL MECHANISM, WHICH MAY BE BARE OR COVERED WITH VEGETATION, AND IS SUBJECT TO FLUCTUATIONS IN CONFIGURATION AND LOCATION. IT ENCOMPASSES THOSE ECOLOGICAL ZONES THAT, WHEN LEFT UNDISTURBED, WILL SUPPORT DUNE VEGETATION. AS TO AREAS RESTORED OR RENOURISHED PURSUANT TO A PERMIT ISSUED BY THE TOWN OR STATE, IT ENCOMPASSES THE AREA SPECIFIED IN THE PERMIT AS A DUNE OR ANY AREA SPECIFIED AS SUITABLE FOR ESTABLISHMENT.

DUNE VEGETATION.

1. DUNE VEGETATION MEANS PIONEER SPECIES OF NATIVE VEGETATION WHICH, IF LEFT UNDISTURBED BY MANMADE FORCES, WILL BEGIN TO GROW ON A DUNE, INCLUDING SPECIES SUCH AS BITTER PANICUM, COASTAL PANIC GRASS, CROWFOOT GRASS, SALTMEADOW CORDGRASS, SANDBUR, SEACOAST BLUESTEM, SEA OATS, SEASHORE DROPSEED, SEASHORE PASPALUM, SEASHORE SALTGRASS, STIFFLEAF EUSTACHYS, BEACH BEAN, BLANKET FLOWER, DUNE SUNFLOWER, FIDDLE-LEAF MORNINGGLORY, PARTRIDGE PEA, RAILROAD VINE, SEA PURSLANE, BEACH CREEPER, NICKER BEAN, COIN VINE, INKBERRY, LANTANA, SAW PALMETTO, SEASHORE ELDER, BAYCEDAR, GREEN BUTTONWOOD, CABBAGE PALM, COCOPLUM, SEAGRAPE, AND SOUTHERN WAX MYRTLE.
2. EDGE OF WET SAND MEANS THE POINT WHERE THE VISIBLE DARKENING OR STAINING OF THE BEACH SAND FROM WAVE ACTION IS NO LONGER DETECTABLE.
3. HAND RAKING MEANS THE USE OF A STANDARD GARDEN RAKE, PITCHFORK, POTATO FORK, OR ANY OTHER HANDHELD TOOL USED FOR THE PURPOSE OF REMOVING OR ALTERING THE "WRACK LINE."
4. MECHANICAL BEACH RAKING MEANS A METHOD OF MAINTAINING THE BEACH BY PULLING A PRONGED RAKE OR A PIECE OF CHAIN LINK FENCE THAT MEETS THE REQUIREMENTS OF THE LDC § 14-6(C). THE RAKE OR CHAIN LINK FENCE MAY BE PULLED BEHIND A TRACTOR, GOLF CAR, ATV, OR OTHER VEHICLE, AS APPROVED BY THE TOWN, WHICH MEETS THE MAXIMUM GROUND-TO-TIRE PRESSURE FOUND IN THE LDC.
5. SEAWARD LINE OF VEGETATION MEANS THE LOCATION CLOSEST TO THE MEAN HIGH-WATER LINE CONTAINING, OR SUITABLE FOR, DUNE VEGETATION. IF THERE IS NO SUCH VEGETATION UPON A PARCEL OR PORTION OF A PARCEL, IT WILL ENCOMPASS A LINE ALONGSHORE PROJECTED FROM THE CLOSEST AREAS ON EACH SIDE WHERE SUCH VEGETATION DOES EXIST.
6. WET SAND MEANS THE AREA ON THE BEACH WHERE THE SAND IS SATURATED BY SEA WATER FROM WAVE ACTION. THIS AREA IS IDENTIFIED BY A VISIBLE DARKENING OR STAINING OF THE BEACH SAND FROM THE WATER DRIVEN ONSHORE BY WAVE ACTION.
7. WRACK LINE MEANS A WELL-DEFINED ZONE OF THE NATURAL ORGANIC MARINE MATERIAL CAST ON THE SHORE BY THE LAST HIGH TIDE, INCLUDING SEAWEED AND OTHER VEGETATIVE AND ANIMAL DEBRIS, BUT EXCLUDING MANMADE MATERIAL. ANY AREAS OF ORGANIC MARINE MATERIAL LEFT ON THE UPPER BEACH DUE TO ABNORMALLY HIGH SPRING TIDES, STORM TIDES, OR OTHER EXTREME CONDITIONS OR EVENTS, AS DETERMINED BY THE TOWN, ARE NOT INCLUDED IN THE DEFINITION OF "WRACK LINE."
8. IT IS UNLAWFUL AND PROHIBITED FOR ANY PERSON TO DO, CONDUCT, OR PERMIT ANY OF THE FOLLOWING ON A BEACH, UPON A DUNE, OR IN THE WATER ADJACENT TO A BEACH: PLANT VEGETATION OTHER THAN DUNE VEGETATION; DESTROY OR HARM A DUNE OR REMOVE DUNE VEGETATION; DUMP OR DISCARD OR LEAVE LITTER, GARBAGE, TRASH OR REFUSE, VEGETATIVE CLIPPINGS, OR DEBRIS; DESTROY OR GROSSLY INTERFERE WITH THE NATURAL WRACK LINE AS BY GROOMING OR NON-SELECTIVE RAKING; EXCAVATE, MINE, AND REMOVE, OR HAUL SAND OR SOIL FROM THE BEACH OR DUNE

STATUTORY NOTES cont.:

PROTECTED TREE REMOVAL.

1. THE REMOVAL OF A PROTECTED TREE ON PUBLIC ROW BY OFFICIAL GOVERNMENTAL DUTIES.
2. THE REMOVAL OF A PROTECTED TREE THAT IS DEAD OR WHICH HAS BEEN DESTROYED OR DAMAGED BY NATURAL CAUSES BEYOND SAVING OR WHICH IS A HAZARD AS THE RESULT OF AN ACT OF GOD AND CONSTITUTES AN IMMEDIATE PERIL TO LIFE AND PROPERTY.
3. THE REMOVAL OF A PROTECTED TREE BY UTILITIES WHERE SUCH REMOVAL IS CONDUCTED SO AS TO AVOID ANY UNNECESSARY DAMAGE OR REMOVAL OF TREES.
4. THE REMOVAL OF A PROTECTED TREE BY THIS ARTICLE BY A STATE-LICENSED LAND SURVEYOR IN THE PERFORMANCE OF HIS DUTIES.
5. THE REMOVAL OF UP TO THREE PROTECTED TREES DURING ANY 1 YEAR PERIOD ON A LOT THAT IS BEING USED LAWFULLY AS A SINGLE-FAMILY RESIDENCE OR MOBILE HOME.
6. ABVOVE EXEMPTIONS SHALL NOT APPLY TO ANY TREE CITED IN THE FLORIDA CHAMPION TREE.

INDIGENOUS VEGETATION.

1. INDIGENOUS VEGETATION SHALL NOT BE CLEARED: IN AREAS THAT SERVE AS LISTED SPECIES OCCUPIED HABITAT; AND / OR WITHIN 25' OF THE MEAN HIGH-WATER LINE OF ANY NATURAL WATERWAY. INDIGENOUS VEGETATION MAY BE CLEARED SELECTIVELY TO ALLOW THE PLACEMENT OF DOCKS, PIPES, PUMPS AND OTHER SIMILAR STRUCTURES PURSUANT TO THIS CODE.

PROTECTED TREES.

1. ANY TREE DELINEATED IN THE LDC SHALL BE A PROTECTED TREE.
2. ALL OTHER SPECIES OF TREES NOT NAMED IN THE LDC MAY BE REMOVED WITHOUT A PERMIT IN SUCH A MANNER SO AS NOT TO DISTURB OR DESTROY SURROUNDING PROTECTED TREES OR INDIGENOUS VEGETATION.

PROTECTED TREE LIST.

1. ACER RUBRUM, RHUS COPALLINA, ANNONA GLABRA, ILEX CASSINE, COCCOTHRINAX ARGENTATA, COCOS NUCIFERA, ROYSTONEA ELATA, SABAL PALMETTO, AVICENNIA GERMINANS, CARPINUS CAROLINIANA, CORDIA SEBESTENA, BURSERA SIMARUBA, CAPPARIS CYNOPHALLOPHORA, BUCIDA BUCERAS, CONOCARPUS ERECTA, LAGUNCULARIA RACEMOSA, CORNUS FOEMINA, CUPRESSACEAE, JUNIPERUS SILICICOLA, EBENACEAE, DIOSPYROS VIRGINIANA, FABACEAE, ACACIA FARNESIANA, LYSILOMA BAHAMENSIS, PISCIDIA PISCIPULA, PITHECELLOBIUM UNGUIS-CATI, QUERCUS CHAPMANI, QUERCUS INCANA, QUERCUS LAEVIS, QUERCUS LAURIFOLIA, QUERCUS MYRTIFOLIA, QUERCUS NIGRA, QUERCUS VIRGINIANA, QUERCUS VIRGINIANA GEMINATA, LIQUIDAMBAR STYRACIFLUA, CARYA AQUATICA, CARYA GLABRA, PERSEA BORBONIA, PERSEA PALUSTRIS, MAGNOLIA GRANDIFLORA, MAGNOLIA VIRGINIANA, SWIETENIA MAHOGONI, MORACEAE, FICUS AUREA, FICUS CITRIFOLIA, MORUS RUBRA, EUGENIA AXILLARIS, EUGENIA CONFUSA, EUGENIA RHOMBEA, EUGENIA MYRTOIDES, MYRCIANTHES FRAGANS, NYSSA SYLVATICA, XIMENIA AMERICANA, OLEACEAE, FORESTIERA SEGREGATA, FRAXINUS CAROLINIANA, PINUS ELLIOTTII VAR. DENSA, PINUS PALUSTRIS, PLATANUS OCCIDENTALIS, COCCOLOBA DIVERSIFOLIA, COCCOLOBA UVIFERA, RHIZOPHORA MANGLE, PRUNUS CAROLINIANA, ZANTHOXYLUM CLAVAHERCULIS, SALIX CAROLINIANA, BUMELIA CELASTRINA, BUMELIA TENAX, CHRYSOPHYLLUM OLIVIFORME, MASTICHODENDRON FOETIDISSIMUM, SIMAROUBA GLAUCA, TAXODIUM ASCENDENS, TAXODIUM DISTICHUM, GORDONIA LASIANTHUS, JACQUINIA KEYENSIS, CELTIS LAEVIGATA, AND ULMUS AMERICANA.

UNLAWFUL INJURY OF TREES.

1. IT SHALL BE A VIOLATION TO REMOVE, INJURE, DISFIGURE, OR DESTROY A PROTECTED TREE IN PREPARATION FOR, IN CONNECTION WITH, OR IN ANTICIPATION OF DEVELOPMENT OF LAND, EXCEPT IN ACCORDANCE WITH THE LDC.ANY PROTECTED TREE MAY BE LAWFULLY REMOVED ONLY AFTER A PERMIT THEREFOR HAS BEEN.
2. WHERE A PROTECTED TREE IS TO BE REMOVED, THE TOWN MAY RELOCATE THE TREE AT THE TOWN'S EXPENSE WITHIN 30 WORKING DAYS.
3. FOR CLEARING PRIOR TO BUILDING PERMIT ISSUANCE, A SEPARATE TREE REMOVAL PERMIT APPLICATION MUST BE SUBMITTED.
4. NO PERMIT IS REQUIRED FOR THE REMOVAL OF UP TO 3 PROTECTED TREES DURING ANY 1YEAR PERIOD ON A SINGLE-FAMILY RESIDENCE OR MOBILE HOME LOT. PRIOR TO CLEARING, ALL PROTECTED TREES TO BE REMOVED SHALL BE CLEARLY MARKED.
5. WHERE A TREE REMOVAL PERMIT HAS NOT BEEN ISSUED, PROTECTIVE BARRIERSSHALL BE INSTALLED ACCORDING TO THE FOLLOWING: A MIN 6' RADIUS OF ALL SPECIES OF MANGROVES AND PROTECTED SABAL PALMS; MIN OF THE FULL DRIPLINE OF ALL PROTECTED NATIVE PINES; AND 2/3 OF THE DRIPLINE OF ALL OTHER PROTECTED SPECIES.
6. NO PERSON SHALL ATTACH ANY SIGN, NOTICE OR OTHER OBJECT TO ANY PROTECTED TREE OR FASTEN ANY WIRES, CABLES, NAILS, OR SCREWS TO ANY PROTECTED TREE IN ANY MANNER THAT COULD PROVE HARMFUL TO THE PROTECTED TREE, EXCEPT AS NECESSARY IN CONJUNCTION WITH ACTIVITIES IN THE PUBLIC INTEREST.
7. DURING THE CONSTRUCTION STAGE OF DEVELOPMENT, NO CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE OUTSIDE PERIMETER OF THE CROWN (DRIPLINE) OR ON THE NEARBY GROUND OF ANY PROTECTED TREE OR GROUP OF TREES WHICH IS TO BE PRESERVED.
8. NO STORAGE OF BUILDING MATERIAL AND/OR EQUIPMENT, OR DISPOSAL OF WASTE MATERIAL SUCH AS PAINTS, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF THE TREE WITHIN ITS DRIPLINE.
9. NO PERSON SHALL PERMIT ANY UNNECESSARY FIRE OR BURNING WITHIN 30' OF THE DRIPLINE OF A PROTECTED TREE.
10. ANY LANDSCAPING ACTIVITIES WITHIN THE PROTECTIVE BARRIER AREA SHALL BE ACCOMPLISHED WITH HAND LABOR.
11. ALL PROTECTED TREES DESIGNATED TO BE PRESERVED THAT WERE DESTROYED DURING CONSTRUCTION SHALL BE REPLACED BY TREES OF THE SAME SPCIES AND EQUIVALENT CAL @ DBH.
12. THE TOWN MAY CONDUCT PERIODIC INSPECTIONS OF THE SITE DURING LAND CLEARANCE AND CONSTRUCTION.
13. IF DEVELOPMENT ACTIVITIES SEVERELY STRESS SLASH PINES OR ANY OTHER PROTECTED TREE SUCH THAT THEY ARE MADE SUSCEPTIBLE TO INSECT ATTACK, PREVENTATIVE SPRAYING OF THESE TREES MAY BE REQUIRED.

RESTORATION STANDARDS.

1. A RESTORATION PLAN SHALL INCLUDE A PLANTING PLAN FOR ALL PROTECTED TREES.
2. REPLACEMENT STOCK SHALL BE COMPUTED ON 3:1 BASIS ACCORDING TO THE TOTAL NUMBER OF UNLAWFULLY REMOVED TREES.
3. REPLACEMENT TREES SHALL BE NURSERY GROWN, CONTAINERIZED, AND NO LESS THAN 6' OA.
4. UNDERSTORY VEGETATION SHALL BE RESTORED TO THE AREA FROM WHICH PROTECTED TREES WERE UNLAWFULLY REMOVED OR MUTILATED.
5. GROUNDCOVER AND GRASSES PLANT SELECTION SHALL BE BASED ON FLUCCS CODES.
6. UP TO 7 SPECIES SHALL BE UTILIZED WITH RELATIVE PROPORTIONS OF FLUCCS CHARACTERISTIC. THE EXACT NUMBER AND TYPE OF SPECIES REQUIRED SHALL ALSO BE BASED UPON THE EXISTING INDIGENOUS VEGETATION ON ADJACENT PROPERTY. REPLACEMENT STOCK SHALL BE NO LESS THAN 1 GAL, NURSERY-GROWN CONTAINERIZED STOCK PLANTED AT NO LESS THAN 3' OC IN THE AREA FROM WHICH PROTECTED TREES WERE UNLAWFULLY REMOVED / DAMAGED.
7. THIS AREA SHALL BE DEFINED BY THE DRIPLINE OF THE TREES. THE NUMBER OF SHRUBS SHALL NOT EXCEED, BUT MAY BE LESS THAN, 25 SHRUBS PER TREE UNLAWFULLY REMOVED OR DAMAGED.
8. THE UNDERSTORY OF THE RESTORED SITE SHALL BE PROTECTED FOR A PERIOD OF NO LESS THAN 10 YEARS, UNLESS ITS REMOVAL IS A PROVISION OF AN APPROVED DO AFTER THE RESTORATION OF THE SITE.
9. IF THE UNLAWFUL REMOVAL OF TREES HAS CAUSED ANY CHANGE IN HYDROLOGY, THEN THE HYDROLOGY SHALL BE RESTORED TO PRE-VIOLATION CONDITION.
10. REPLACEMENT STOCK SHALL BE FLORIDA NO. 1 OR BETTER GRADE WITH 80% SURVIVABILITY FOR A PERIOD OF NO LESS THAN 5 YEARS.
11. A MAINTENANCE PROVISION OF NO LESS THAN 5 YEARS MUST BE PROVIDED IN THE RESTORATION PLAN TO CONTROL INVASION OF EXOTIC VEGETATION.
12. REPLACEMENT STOCK SHALL NOT BE LOCATED ON ANY PROPERTY LINE, OR IN ANY UTILITY EASEMENT THAT PROHIBITS SUCH PLANTINGS.
13. THE RESTORATION PLAN SHALL INDICATE THE LOCATION OF THE REPLACEMENT STOCK CONSISTENT.
14. IF IDENTIFICATION OF THE SPECIES OF PROTECTED TREES THAT WERE UNLAWFULLY REMOVED IS IMPOSSIBLE, THEN A PRESUMPTION IS OF A SIMILAR SPECIES AND MIX AS THOSE FOUND ON ADJACENT PROPERTIES.
15. NO ONE SHALL DELIBERATELY CUT DOWN, DAMAGE, DESTROY, REMOVE, RELOCATE, DEFOLIATE THROUGH THE USE OF CHEMICALS OR OTHER METHODS WITHOUT FIRST OBTAINING A PERMIT. ITEMS REQUIRED FOR A TREE REMOVAL PERMIT SHALL INCLUDE: A SITE PLAN WITH THE SHAPE AND DIMENSIONS OF THE LOT OR PARCEL WITH THE EXISTING AND PROPOSED STRUCTURES AND IMPROVEMENTS; A TREE LOCATION MAP FOR THE REMOVAL OF 3 PROTECTED TREES OR LESS; ANY PROPOSED GRADE CHANGES THAT MIGHT ADVERSELY AFFECT OR ENDANGER ANY PROTECTED TREES WITH SPECIFICATIONS REFLECTING HOW THE TREES CAN BE SAFELY MAINTAINED; AND A
16. TREE REPLACEMENT PLAN.
17. APPROVAL MAY BE GRANTED FOR A PERMIT FOR THE REMOVAL OF ANY PROTECTED TREE IF: TREES WHICH POSE A SAFETY HAZARD TO PEDESTRIAN OR VEHICULAR TRAFFIC OR THREATEN TO CAUSE DISRUPTION TO PUBLIC UTILITY SERVICES; TREES WHICH POSE A SAFETY HAZARD TO EXISTING BUILDINGS OR STRUCTURES; TREES WHICH, IF NOT REMOVED, WOULD PRECLUDE VEHICULAR ACCESS TO A LOT OR PARCEL; DISEASED TREES WHICH ARE A HAZARD TO PEOPLE, BUILDINGS OR OTHER IMPROVEMENTS ON A LOT OR PARCEL OR TO OTHER TREES; TREES SO WEAKENED BY AGE, STORM, FIRE, OR OTHER INJURY AS TO JEOPARDIZE THE LIFE AND LIMB OF PERSONS OR CAUSE A HAZARD TO PROPERTY; AND TREES THAT WOULD NOT ALLOW A LANDOWNER NO BENEFICIAL USE OF A LOT OR PARCEL OR WOULD PLACE AN INORDINATE BURDEN ON THE LANDOWNER.

MANGROVE ENFORCEMENT.

1. THE RESTORATION PLAN SHALL INCLUDE THE FOLLOWING MIN PLANTING STANDARDS: 3:1 REPLACEMENT RATIO; IF THE NUMBER OF ALTERED MANGROVES CANNOT BE DETERMINED, THEN THE REQUIRED NUMBER OF REPLACEMENT STOCK SHALL BE COMPUTED ACCORDING TO THE TOTAL AREA WHEREIN ALL MANGROVES WERE UNLAWFULLY ALTERED; THE REPLACEMENT STOCK SHALL BE CONTAINER GROWN MANGROVES NO LESS THAN 1 YEAR OLD AND 24: OA; REPLACEMENT MANGROVES SHALL BE PLANTED AT A MIN DENSITY OF 36" OC.; AND IF THE DENSITY OF MANGROVES CANNOT BE DETERMINED WHERE THE VIOLATION OCCURRED, THEN AN ASSUMPTION SHALL BE MADE THAT THE DENSITY WAS THE SAME AS ON ADJACENT PROPERTIES.
2. MANGROVE ALTERATION VIOLATIONS DUE TO FILLING, EXCAVATION, DRAINAGE, AND/OR CLEARING SHALL BE RESTORED TO NATURAL GROUND ELEVATION AND SOIL CONDITIONS PRIOR TO COMMENCEMENT OF REPLANTING.
3. REPLACEMENT STOCK SHALL NOT BE LOCATED ON ANY PROPERTY LINE, OR IN ANY UTILITY EASEMENT THAT PROHIBITS SUCH PLANTINGS.
4. IN THE EVENT THAT THE SPECIES OF MANGROVE CANNOT BE IDENTIFIED ON PROPERTY WHEREIN MANGROVES WERE ALTERED IN VIOLATION OF THIS ARTICLE, THEN A PRESUMPTION SHALL BE MADE THAT THE MANGROVES ILLEGALLY ALTERED WERE OF A SIMILAR SPECIES AND DISTRIBUTION AS THOSE FOUND ON ADJACENT PROPERTIES.
5. REPLACEMENT PLANTINGS SHALL HAVE A MIN OF 80% SURVIVAL AT THE END OF 5 YEARS, HOWEVER, SUCCESS WILL BE EVALUATED ON AN ANNUAL BASIS.
6. THE RESTORATION PLAN SHALL INCLUDE A MAINTENANCE PROVISION OF NO LESS THAN 5 YEARS FOR THE CONTROL OF INVASIVE EXOTIC VEGETATION.
7. NO ONE SHALL ALTER ANY MANGROVE TREE LOCATED IN THE INCORPORATED AREA, WITHOUT FIRST OBTAINING A PERMIT, WHERE APPLICABLE, FROM THE STATE DEPARTMENT OF ENVIRONMENTAL.WHENEVER THE REQUIREMENTS OR PROVISIONS OF THIS ARTICLE ARE IN CONFLICT WITH THE REQUIREMENTS OR PROVISIONS OF ANY OTHER LAWFULLY ADOPTED ORDINANCE, THE MOST RESTRICTIVE REQUIREMENTS SHALL APPLY.

SIGNS.

1. A LANDSCAPE PLAN FOR SIGN INSTALLATIONS IS REQUIRED.

SURFACE WATER MANAGEMENT SYSTEMS.

1. SHORELINES MUST BE SINUOUS.
2. THE PLS SHORELINE LENGTH MUST EQUAL 25% OF THE TOTAL LIN FT OF THE LAKE'S CONTROL ELEVATION.
3. THE PLS SHOULD BE CONCENTRATED AT ONE LOCATION OF THE LAKE AND MUST BE LOCATED AWAY FROM RESIDENTIAL LOTS. THE PLS MAY BE LOCATED ADJACENT TO CONTROL STRUCTURES BUTMAY NOT IMPEDE FLOW.
4. THE REQUIRED PLS MAY BE DIVIDED AND PLACED IN MULTIPLE LOCATIONS AS LONG AS NO PLS AREA IS SMALLER THAN 1,000 SQ FT.
5. THE PLS MUST HAVE SLOPES FROM 6:1 TO 4:1 AND EXTEND A MIN OF A 20' WATERWARD OF CONTROL ELEVATION AT A MAX DEPTH OF 2' BELOW THE CONTROL ELEVATION. A DETAILED CROSS SECTION MUST BE PROVIDED IN THE PERMIT PLANS.
6. THE PLS AREAS MUST BE PLANTED WITH A MIN 4 NATIVE HERBACEOUS PLANT SPECIES SELECTED SURVIVAL BASED UPON THE EXPECTED WATER LEVEL FLUCTUATIONS AND MAX DEPTHS. THE LITTORALS MIN SIZE IS A 2" LINER
7. THE REQUIRED NUMBER OF LITTORALS EQUAL A 2' OC SPACING FOR THE ENTIRE AREA OF THE PLS. THE TOTAL NUMBER OF PLANTS FOR THE PLS IS CALCULATED BY MULTIPLYING THE TOTAL LIN FT OF CONTROL BY 25%, THEN MULTIPLIED BY THE 20' SHELF AND THEN DIVIDED BY 4 TO OBTAIN THE 2' OC REQUIREMENT.
8. NATIVE WETLAND TREES MAY BE SUBSTITUTED FOR UP TO 25% OF THE TOTAL NUMBER OF HERBACEOUS PLANTS REQUIRED AT 1 TREE (MIN 10' OA; 2" CAL, WITH A 4' SPREAD) PER 100 HERBACEOUS PLANTS.
9. TREES AND HERBACEOUS PLANTS MUST BE MAINTAINED IN PERPETUITY.
10. HARDENED SHORELINE STRUCTURES (BULKHEADS, GEO-TEXTILE TUBES, RIPRAP) MAY COMPRISE UP TO 20% OF AN INDIVIDUAL LAKE SHORELINE AND CANNOT USED ADJACENT TO SINGLE-FAMILY RESIDENTIAL USES. A 5' COMPENSATORY LITTORAL SHELF PLANTED WITH HERBACEOUS WETLAND PLANTS EQUAL TO THE LIN FT OF THE SHORELINE STRUCTURE MUST BE PROVIDED WITHIN THE SAME LAKE. THE REQUIRED LITTORALS FOR THIS SHELF EQUAL MULTIPLYING THE 5' LITTORAL SHELF WIDTH TIMES THE LENGTH DIVIDED BY 4 TO OBTAIN THE 2' OC REQUIREMENT.

REV #	REVISION	DRAWN	CHECKED	DATE

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DATE: MARCH 2004
SEC: 19 TWP: 46 S RGE: 24 E
DESIGNED: JMM
DRAWN: JMM
HORIZ. SCALE (FULL): ######
HORIZ. SCALE (HALF): 1" = ########'
VERT. SCALE (FULL): N/A
VERT. SCALE (HALF): N/A

CLIENT: MYERSIDE, LLC

TITLE: PERMIT LANDSCAPE NOTES

PROJECT: MYERSIDE

PROJECT NO.: 200022 00 01
FILE NAME: 200022 00 01 LA PERMIT
SHEET NUMBER: 05 OF 08

THIS IS HAS BEEN ELECTRONICALLY SIGNED & SEAL BY JAMES M. MCCORD USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
JAMES M. MCCORD
FLORIDA LICENSE NO. 6666882

LANDSCAPE INSTALLATIONS SPECIFICATIONS

GENERAL.

3. THE CONTRACTOR SHALL BE RESPONSIBLE TO REVIEW AND IMPLEMENT ALL OF THE SPECIFICATIONS WITHIN THESE PLANS AND THE WRITTEN SPECIFICATIONS IN THE PROJECT MANUAL (IF PROVIDED).
4. THESE PLANS AND PROJECT MANUAL (IF PROVIDED) ARE INCLUDED AS PART OF THE CONTRACT DOCUMENTS AND ARE CONTRACTUALLY BINDING.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES BOTH UNDERGROUND AND OVERHEAD PRIOR TO THE COMMENCEMENT OF ANY WORK.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND SERVICES THROUGHOUT THE COURSE OF WORK.
8. ALL LANDSCAPE AREAS (EXCEPT FOR PLANTING BEDS) SHALL BE SODDED WITH FLORATAM ST. AUGUSTINE UNLESS OTHERWISE INDICATED ON THE PLANS OR APPROVED IN WRITING BY RWA, INC
9. CONTRACTOR SHALL NOTIFY RWA, INC OF ANY CONFLICTS OF THE PLANS AND THE SITE CONDITIONS. FAILURE TO DO SO SHALL MAKE THE CONTRACTOR LIABLE FOR ANY NECESSARY MODIFICATIONS AT THE CONTRACTOR'S EXPENSE.
10. THE CONTRACTOR IS RESPONSIBLE TO VISIT THE SITE, POTHOLE AREAS OF CONCERN, AND PERFORM THE NECESSARY DUE DILIGENCE PRIOR TO BIDDING. FAILURE TO DO SO SHALL MAKE THE CONTRACTOR LIABLE FOR ANY NECESSARY MODIFICATIONS AT THE CONTRACTOR'S EXPENSE IF DEEMED POTENTIALLY FORESEEN.
11. ANY / ALL QUANTITIES SHOWN IN THESE DRAWINGS ARE PROVIDED FOR CONVENIENCE PURPOSES ONLY.
12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES PRIOR TO BIDDING.
13. FAILURE TO VERIFY QUANTITIES SHALL MAKE THE CONTRACTOR LIABLE FOR ANY OMISSIONS.
14. CONTRACTOR SHALL GET APPROVAL OF FINE GRADING FROM RWA, INC PRIOR TO THE INSTALLATION OF SOD OR ANY PLANT MATERIALS.
15. GRADING FOR LANDSCAPE BERMING SHOWN ON THESE PLANS AND IN DETAILS IS APPROXIMATE ONLY TO ENSURE DESIGN INTENT.
16. CONTRACTOR SHALL CONFER WITH RWA, INC PRIOR TO COMMENCING THIS WORK TO CONFIRM ACTUAL SHAPES AND ELEVATIONS OF THE LANDSCAPE BERMING.
17. THE CONTRACTOR SHALL BE THE RESPONSIBILITY TO FINE GRADE ALL THE LANDSCAPE AREAS REMOVING ALL MOUNDS, DEPRESSIONS, ROCKS, STICKS, OR OTHER DEBRIS PRIOR TO THE INSTALLATION OF SOD AND PLANT MATERIAL.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING POSITIVE SHEET FLOW DRAINAGE AWAY FROM ALL STRUCTURES AND ROOTZONES.
19. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH ALL TRADES SO AS TO AVOID ANY CONFLICT WITH THE EXECUTION OF WORK BY OTHERS.
20. OWNER SHALL NOT BE RESPONSIBLE FOR THE DAMAGE TO PLANT MATERIALS CAUSED BY OTHER TRADES OR SUBCONTRACTORS.
21. THE CONDITION AND FINAL LOCATION OF PLANT MATERIAL SHALL BE EVALUATED AND CONFIRMED BY RWA, INC.

PLANT MATERIALS.

1. ALL PLANT MATERIALS SHALL BE TRUE TO SPECIES AND CONFORM TO THE MINIMUM SIZES AS INDICATED IN THESE PLANS.
2. NO SUBSTITUTIONS SHALL BE ALLOWED UNLESS OTHERWISE APPROVED IN WRITING BY RWA, INC
3. ALL PLANT MATERIALS SHALL BE FLORIDA GRADE #1 OR BETTER IN ACCORDANCE WITH THE GRADES AND STANDARDS
4. FOR NURSERY PLANTS AS DETERMINED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF PLANT INDUSTRY UNLESS OTHERWISE APPROVED IN WRITING BY RWA, INC
5. ALL PLANT MATERIALS SHALL BE DISEASE FREE, INSECT FREE, HEALTHY, WELL-BRANCHED, AND GROWING VIGOROUSLY.
6. ALL PLANT MATERIALS SHALL BE SUBJECT TO RWA, INC'S FINAL APPROVAL.
7. ANY REJECTED PLANT MATERIAL SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
8. A "SPECIMEN" DESIGNATION FOR ANY PLANT MATERIAL REQUIRES IT TO BE GROWN AND PROPERLY PRUNED TO POSSESS SUPERIOR FORM, BRANCHING, COMPACTNESS, SYMMETRY, AND SHALL CONFORM TO FLORIDA FANCY IN ACCORDANCE WITH THE GRADES AND STANDARDS FOR NURSERY PLANTS AS DETERMINED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF PLANT INDUSTRY.
9. TREES PLANTED IN ROWS SHALL BE UNIFORMLY MATCHED IN SIZE AND SHAPE UNLESS OTHERWISE SPECIFIED IN THE PLANS.
10. RWA, INC RESERVES THE RIGHT REQUIRE THE CONTRACTOR TO RELOCATE AND / OR REPOSITION ANY PLANT MATERIAL AS REQUIRED DUE TO THE SITE CONDITIONS DURING CONSTRUCTION.
11. SINGLE TRUNK TREES SHALL HAVE A STRAIGHT, CENTRAL LEADER WITH UNIFORM BRANCHING UNLESS OTHERWISE SPECIFIED IN THESE PLANS.
12. MULTI-TRUNK TREES ARE TO HAVE 3-5 EQUAL SIZED TRUNKS WITH UNIFORM BRANCHING UNLESS OTHERWISE SPECIFIED IN THESE PLANS.
13. PLANT MATERIALS WITH MARRED, SEVERELY SCARRED, OR BURNED TRUNKS SHALL BE REJECTED.
14. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY IN ACCORDANCE WITH INTERNATIONAL SOCIETY OF ARBORIST (ISA) GUIDELINES TO INSURE PROPER HEALTH AND VIGOROUS GROWTH.
15. ANY OTHER SUBSEQUENT PRUNING REQUIRED AFTER PLANT MATERIAL ARRIVAL TO THE PROJECT SITE SHALL BE APPROVED PRIOR BY RWA, INC
16. PLANT MATERIALS ARE TO BE HANDLED IN A MANNER TO ENSURE FULL PROTECTION TO THE TRUNKS, LIMBS, LEAVES, AND ROOTS.
17. ANY SIGNS OF MISHANDLING OF PLANT MATERIALS SHALL CAUSE THE REJECTION OF THE SAID PLANT MATERIAL UNLESS OTHERWISE APPROVED IN WRITING BY RWA, INC
18. ALL PLANT MATERIAL SIZES SPECIFIED IN THESE DRAWINGS ARE MINIMUMS.
19. THE CONTRACTOR SHALL BE RESPONSIBLE TO MEET OR EXCEED THE SPECIFIED SIZES OF HEIGHT, SPREAD, AND CALIPER. CONTRACTOR IS RESPONSIBLE TO TAKE THIS IN CONSIDERATION IN THE BIDDING PROCESS AND NOTIFY RWA, INC OF MATERIAL AVAILABILITY ISSUES. FAILURE TO DO SO, SHALL CONTRACTUALLY BIND THE CONTRACTOR TO PROVIDE THE REQUIRED SPECIES AND SIZE.
20. ANY INCIDENTAL MATERIAL COST INCREASES TO PROVIDE THE REQUIRED SPECIES AND SIZE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR IF NOT STATED IN WRITING PRIOR TO BIDDING.
21. WHEN A HEIGHT, SPREAD, AND / OR CALIPER IS IN CONFLICT WITH A SPECIFIED CONTAINER SIZE, THE CONTRACTOR SHALL BE REQUIRED TO MEET THE FORMER OF THE SPECIFICATIONS AND INSTALL AN APPROPRIATELY SIZED CONTAINER PLANT MATERIAL TO COMPLY WITH THE HEIGHT, SPREAD, OR CALIPER AS SPECIFIED IN THESE DRAWINGS.
22. ANY REFERENCE TO CONTAINER SIZES IN THESE DRAWINGS ARE MINIMUMS REQUIRED FOR PROPER ROOT DEVELOPMENT.
23. A SMALLER CONTAINER SIZE SHALL NOT BE INSTALLED WITHOUT WRITTEN APPROVAL FROM RWA, INC
24. ALL BALLED AND BURLAPPED PLANT MATERIALS SHALL BE FRESHLY DUG, SOUND / SECURE IN THE ROOTBALL, AND POSSESS AN ADEQUATE ROOT SYSTEM TO ENSURE VIGOR. PREVIOUS ROOT PRUNING IS HIGHLY SUGGESTED.
25. ALL BIO-DEGRADEABLE BURLAP SHALL BE CAREFULLY REMOVED FROM THE TOP ONE-THIRD (1/3) OF THE ROOTBALL AND TUCKED IN THE PLANTING PIT AS NOT TO BE EXPOSED TO AIR.
26. 24. REMOVAL OF THE BIO-DEGRADEABLE BURLAP SHALL BE PERFORMED IN SUCH A MANNER AS NOT TO DAMAGE ANY FEEDER ROOTS.
27. ALL NON-BIODEGRADABLE BURLAP, ROPE, AND GROW BAGS SHALL BE COMPLETELY REMOVED FROM THE PLANTING PIT.
28. ALL BALLED & BURLAPPED STOCK THAT IS NOT IMMEDIATELY PLANTED (THE DAY OF DELIVERY), SHALL BE HEALED IN AND THOROUGHLY WATERED UNTIL PLANTING. FAILURE TO DO SO, MADE NECESSITATE THE REJECTION OF ANY UNPROTECTED PLANT MATERIALS.
29. LIFTING, MOVING, OR ADJUSTING THE PLANT MATERIAL BY THE TRUNK SHALL BE PROHIBITED UNLESS OTHERWISE APPROVED IN WRITING BY RWA, INC
30. ALL CONTAINER GROWN PLANT MATERIAL SHALL BE WELL-ROOTED, NOT ROOT BOUND, AND GROWN IN THE SAME CONTAINER WHICH IT IS DELIVERED TO THE PROJECT SITE. LIFTING AND MOVING OF THE PLANT MATERIALS SHALL BE BY THE CONTAINER ONLY.
31. ALL CONTAINER GROWN PLANT MATERIAL THAT IS NOT IMMEDIATELY PLANTED, SHALL BE WATERED THOROUGHLY AND STORED IN A MANNER AS TO SHADE THE CONTAINERS FROM DIRECT SUNLIGHT TO MINIMIZE ROOT DAMAGE.
32. ALL CONTAINER GROWN PLANT MATERIAL SHALL BE THOROUGHLY WATERED IN THEIR RESPECTIVE CONTAINERS IMMEDIATELY PRIOR TO INSTALLATION.
33. TREE HEIGHTS SHALL BE MEASURED FROM GROUND TO THE AVERAGE BRANCH HEIGHT OF THE CANOPY.
34. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK AND SHALL NOT INCLUDE ANY TERMINAL GROWTH.
35. SHRUB HEIGHTS SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE POINT WHERE MATURE PLANT GROWTH STOPS.
36. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS.
37. MEASUREMENT SHALL NOT INCLUDE ANY TERMINAL GROWTH.
38. PALMS SHALL BE MEASURED BY THREE HEIGHT CLASSIFICATIONS AS SPECIFIED IN THESE PLANS BASED ON SPECIES:
39. OVERALL HEIGHT (OA) SHALL BE MEASURED FROM THE FROM THE GROUND TO THE AVERAGE FROND HEIGHT AT TIME OF INSTALLATION.
40. CLEAR TRUNK (CT) SHALL BE MEASURED FROM THE GROUND AT TIME OF INSTALLATION TO THE BOTTOM OF THE FROND SHEATH.
41. GRAY WOOD (GW) SHALL BE MEASURED FROM THE GROUND AT TIME OF INSTALLATION TO THE TOP OF HARDENED WOOD.

PLANTING BED SOIL AND PIT PLANTING BACKFILL MATERIALS.

1. PLANTING BED SOIL AND PIT PLANTING BACKFILL MATERIALS SHALL BE FREE FROM HEAVY CLAY, STONES, LIMESTONE, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS AND NOXIOUS VEGETATION.
2. PLANTING BED SOIL AND PIT PLANTING BACKFILL MATERIALS SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH.
3. PIT PLANTING BACKFILL MATERIALS SHALL BE A FERTILE, FRIABLE, NATIVE SOIL, ORGANIC AMENDMENTS (IF REQUIRED)
4. WITHOUT MIXTURE OF SUBSOIL MATERIALS.
5. PIT PLANTING BACKFILL MATERIALS FOR FIELD GROWN PLANT MATERIALS SHALL BE NATIVE SOIL FROM THE EXCAVATION OF THE PLANTING PIT PIT PLANTING BACKFILL MATERIALS FOR CONTAINER GROWN PLANT MATERIALS SHALL BE AMENDED TO A RATIO OF ONE HALF (1/2) NATIVE SOIL & ONE HALF (1/2APPROVED ORGANIC.
6. AMEND PLANTING BEDS WITH 3" MINIMUM OF APPROVED ORGANICS AND OCOTILLO TO A DEPTH OF 6".
7. GRADE PLANTING BEDS AS TO ASSURE PROPER DRAINAGE AWAY FROM PLANT MATERIALS AND STRUCTURES.
8. INCORPORATE A COMPLETE SLOW RELEASE FERTILIZER BY TILLING.
9. INSTALL OTHER REQUIRED SOIL AMENDMENTS PER MANUFACTURER'S OR INDEPENDENT LAB'S RECOMMENDATIONS TO ACHIEVE OPTIMAL PH LEVELS (5.5-6.5) WITHIN THREE (3) MONTHS OF PLANTING.
10. THE RESULTS OF PRE AND POST SOIL MODIFICATION TESTING SHALL BE SUBMITTED TO RWA, INC'S FOR APPROVAL PRIOR TO PLANTING.
11. SELECT AND MIX TESTING SAMPLES' LOCATIONS BASED ON LIKE PLANTING CONDITIONS AND AREA PROXIMITY.
12. ALL GRADING AND BED PREPARATION SHALL BE SUBJECT TO MORRIS-DEPEW ASSOCIATES, INC FINAL APPROVAL.
13. ANY REJECTED GRADING AND BED PREPARATION SHALL BE REMEDIED AT THE CONTRACTORS EXPENSE.
14. PLANTING BED SOIL AND PIT PLANTING BACKFILL MATERIALS :
15. PLANTING BED SOIL AND PIT PLANTING BACKFILL MATERIALS SHALL BE FREE FROM HEAVY CLAY, STONES, LIMESTONE, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS AND NOXIOUS VEGETATION.
16. PLANTING BED SOIL AND PIT PLANTING BACKFILL MATERIALS SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH.
17. PIT PLANTING BACKFILL MATERIALS SHALL BE A FERTILE, FRIABLE, NATIVE SOIL, ORGANIC AMENDMENTS (IF REQUIRED) WITHOUT MIXTURE OF SUBSOIL MATERIALS.
18. PIT PLANTING BACKFILL MATERIALS FOR FIELD GROWN PLANT MATERIALS SHALL BE NATIVE SOIL FROM THE EXCAVATION OF THE PLANTING PIT
19. PIT PLANTING BACKFILL MATERIALS FOR CONTAINER GROWN PLANT MATERIALS SHALL BE AMENDED TO A RATIO OF ONE HALF (1/2) NATIVE SOIL & ONE HALF (1/2APPROVED ORGANIC.
20. AMEND PLANTING BEDS WITH 3" MINIMUM OF APPROVED ORGANICS AND ROTO TILL TO A DEPTH OF 6".
21. GRADE PLANTING BEDS AS TO ASSURE PROPER DRAINAGE AWAY FROM PLANT MATERIALS AND STRUCTURES.
22. INCORPORATE A COMPLETE SLOW RELEASE FERTILIZER BY TILLING.
23. INSTALL OTHER REQUIRED SOIL AMENDMENTS PER MANUFACTURER'S OR INDEPENDENT LAB'S RECOMMENDATIONS TO
24. ACHIEVE OPTIMAL PH LEVELS (5.5-6.5) WITHIN THREE (3) MONTHS OF PLANTING.
25. THE RESULTS OF PRE AND POST SOIL MODIFICATION TESTING SHALL BE SUBMITTED TO RWA, INC'S
26. FOR APPROVAL PRIOR TO PLANTING.
27. SELECT AND MIX TESTING SAMPLES' LOCATIONS BASED ON LIKE PLANTING CONDITIONS AND AREA PROXIMITY.
28. ALL GRADING AND BED PREPARATION SHALL BE SUBJECT TO MORRIS-DEPEW ASSOCIATES, INC FINAL APPROVAL.
29. ANY REJECTED GRADING AND BED PREPARATION SHALL BE REMEDIED AT THE CONTRACTORS EXPENSE.

COMMERCIAL FERTILIZER.

1. FERTILIZERS SHALL BE UNIFORM IN COMPOSITION, DRY, AND FREE FLOWING AND DELIVERED TO THE SITE IN ORIGINAL UNOPENED BAGS BEARING ALL THE MANUFACTURER'S LABELS.
2. ALL FERTILIZER IS TO BE SLOW RELEASE AND COMPLETE WITH NECESSARY MICRONESIANS.
3. AFTER INSTALLATION, FERTILIZER SHALL BE CLEANED FROM ALL HARDSCAPES SURFACES AND WATERED IN THOROUGHLY PER MANUFACTURER'S SPECIFICATIONS.
4. TREES AND SHRUBS MIXTURE SHALL CONSIST OF A SLOW RELEASE THE FORMULATION OF THREE (3) PARTS NITROGEN TO ONE (1) PART PHOSPHOROUS TO TWO (2) PARTS POTASSIUM (3-1-2 RATIO) AT A RATE OF FOUR TO SIX (4-6) POUNDS PER ONE HUNDRED (100) SQUARE FEET .
5. ALL TREES AND SHRUBS SHALL BE FERTILIZED BI MONTHLY DURING THE GROWING SEASON AT A RATE OF FOUR TO SIX (4-6)
6. POUNDS PER ONE HUNDRED (100) SQUARE FEET OF BEDS / TREE CANOPY (THREE (3) FEET FORM BASE TO DRIPLINE) OR PER MANUFACTURE'S RECOMMENDATION.
7. SOD FERTILIZER SHALL BE TURF SPECIFIC FOR ESTABLISHING NEW LAWNS AND APPLIED PER MANUFACTURE'S RECOMMENDATION.
8. UPON ESTABLISHMENT, THE TURF SHALL BE FERTILIZED AT A RATE OF ONE (1) POUND OF ACTUAL NITROGEN PER THOUSAND (1000) SQUARE FEET OR PER MANUFACTURE'S RECOMMENDATION.
9. BAHIA TURF SHALL RECEIVE FERTILIZATION AT A HALF (1/2) RATE OF POUND OF ACTUAL NITROGEN PER THOUSAND (1000) SQUARE FEET OR PER MANUFACTURE'S RECOMMENDATIONS.
10. APPLY ONE HALF (1/2) POUND OF A PALM SPECIFIC ONE (1) PART NITROGEN TO ONE (1) PART POTASSIUM WITH THREE TENTHS (0.3) PARTS MAGNESIUM FERTILIZER FOR ALL ESTABLISHED PALMS PER TWO (2) OF HEIGHT OR PER MANUFACTURE'S
11. RECOMMENDATION.

MULCH.

1. MULCH MATERIAL SHALL BE FORESTRY RESOURCES VITA MULCH, OR AS SPECIFIED ON THE DRAWINGS, OR APPROVED SUBSTITUTE PRIOR TO PROCUREMENT BY RWA, INC IN WRITING.
2. MULCH MATERIAL SHALL BE UNIFORM, FREE FROM WEED SEEDS, AND CLEAN OF DEBRIS.
3. MULCH MATERIAL SHALL BE APPLIED UNIFORMLY TO A MINIMUM 3" SETTLED DEPTH AFTER WATERING IN.
4. A 12" MULCH ZONE SHALL BE MAINTAINED ALONG ENTIRE EDGE OF THE PLANTING BED.
5. MULCH SHALL NOT BE PLACED WITHIN 3" FROM SHRUB CROWNS AND 6" FROM TREE AND PALM TRUNKS.
6. SNAPSHOT OR APPROVED EQUAL IN WRITING BY MORRIS-DEPEW ASSOCIATES, INC PRIOR TO PROCUREMENT SHALL BE APPLIED PER MANUFACTURER'S RECOMMENDATIONS PRIOR TO INSTALLATION OF MULCH.
7. NO MULCH SHALL BE APPLIED TO ANY PLANTINGS LOCATED WITHIN A STORMWATER MANAGEMENT AREA.

SOD.

1. ALL SOD SHALL BE FLORATAM ST. AUGUSTINE UNLESS OTHERWISE STATED IN THESE PLANS.
2. ALL SOD SHALL MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE.
3. ALL SOD SHALL BE HEALTHY, WEED-FREE, INSECT-FREE AND DISEASE FREE.
4. ALL SOD JOINTS SHALL BE STAGGERED IN A RUNNING BOND PATTERN, AND INSTALLED BUTT TIGHT TO MINIMIZE AIR GAPS.
5. THE GRADE SHALL BE SMOOTH, FREE OF DEBRIS, POSITIVELY DRAINED, AND MOIST PRIOR TO SOD INSTALLATION.
6. ALL SOD JOINTS SHALL BE STAGGERED IN A "RUNNING BOND" PATTERN.
7. GAPS BETWEEN THE JOINTS SHALL NOT BE ACCEPTED.
8. ALL CUT PIECES OF SOD LESS THAN ONE HALF (1/2) A PIECE SHALL BE INSTALLED BETWEEN TWO (2) FULL PIECES TO INCREASE SURVIVABILITY.
9. THE SOD SHALL BE ROLLED IN TWO (2) DIRECTIONS PERPENDICULAR FROM ONE ANOTHER AFTER INSTALLATION AND WATER APPLICATION TO ENSURE PROPER GROUND CONTACT.
10. IN AREAS WHERE A ROLLER CANNOT BE USED, HAND TAMPING SHALL BE REQUIRED.
11. SOD SHALL BE INSTALLED AND WATERED WITHIN 24 HOURS AFTER HARVESTING.
12. ANY SOD LEFT ON A PALLET LONGER THAN TWENTY FOUR HOURS SHALL BE REJECTED AT THE CONTRACTOR'S EXPENSE.
13. ALL SOD SHALL BE SUBJECT TO RWA, INC FINAL APPROVAL.
14. ANY REJECTED SOD SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.

REV #	REVISION	DRAWN	CHECKED	DATE

RWA ENGINEERING
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Fort Myers, Florida 33907
(239) 597-0575 FAX: (239) 597-0578
www.consult-rwa.com
Florida Certificates of Authorization
EB 7663 LB6952

DATE: MARCH 2004
SEC: 19 TWP: 46 S RGE: 24 E
DESIGNED: JMM
DRAWN: JMM
HORIZ. SCALE (FULL): ######
HORIZ. SCALE (HALF): 1" = #######'
VERT. SCALE (FULL): N/A
VERT. SCALE (HALF): N/A

CLIENT: MYERSIDE, LLC

TITLE: LANDSCAPE CONSTRUCTION NOTES

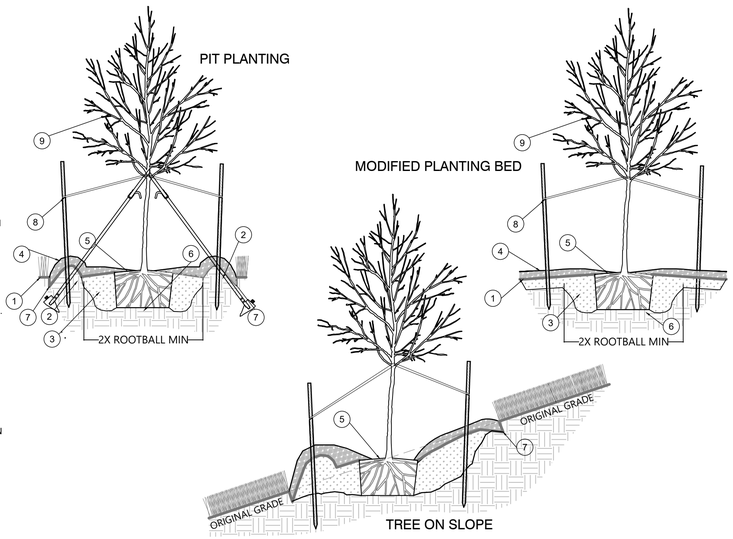
PROJECT: MYERSIDE

PROJECT NO.: 200022 00 01
FILE NAME: 200022 00 01 LA PERMIT
SHEET NUMBER: 06 OF 08

THIS IS HAS BEEN ELECTRONICALLY SIGNED & SEAL BY JAMES M. MCCORD USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
JAMES M. MCCORD
FLORIDA LICENSE NO. 6666882

1. FINISH GRADE
2. 4" X 8" COMPACTED SOIL BASIN RING
3. MODIFIED SOIL BACKFILL (ONLY FOR CONTAINER GROWN TREES)
4. 3" MIN MULCH LAYER
5. ROOT BALL (MODIFY ACCORDINGLY)
6. UNDISTURBED / RE-COMPACTED SOIL BASE
7. BED EDGE TRENCH
8. TREE STAKES (SEE STAKING DETAIL)
9. TREE CROWN (SEE CROWN DETAILS)

NOTES
SEE DRAWINGS FOR SPECIFIED SIZES, SPECIES AND GRADES.
ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1-2004) AND FLORIDA GRADES AND STANDARDS FOR NURSERY STOCK.
TRUNK CALIPER MEASUREMENTS SHALL MEET FLORIDA GRADES AND STANDARDS FOR NURSERY STOCK.
PLANTING HOLE TO BE A MIN. OF 2X THE WIDTH OF ROOT BALL FOR AT LEAST THE FIRST 12" OF DEPTH AND DO NOT DIG THE HOLE DEEPER THAN ROOT BALL DEPTH OR FILL AND COMPACT TO 90% RELATIVE COMPACTION.
THE PLANTING HOLE SUB-GRADE AND SIDES SHOULD BE SCARIFIED WHEN 15%+ CLAY SOILS EXIST.
THE TOP-MOST ROOTS SHOULD BE VISIBLE AT THE SURFACE OF THE ROOT BALL.
THE TREE TRUNK SHALL NOT BE USED FOR LIFTING / LEVERAGE. LIFT AND SET THE TREE BY ROOT BALL ONLY.
REMOVE BURLAP, WIRE AND STRAPS FROM THE UPPER 1/3 OF THE ROOT BALL AFTER THE TREE IS SET IN PLACE.
REMOVE ANY TRUNK WRAP REMAINING, CLOSE STAKING, GROW BAG, TAGS, AND TAGGING TAPE AT TIME OF PLANTING.
NO MULCH TO BE PLACED WITHIN 3" OF TRUNK WITH NO MORE THAN 1" OF MULCH PLACED UPON ROOT BALL
BACKFILL WITH CLEAN, MODIFIED, WELL-TILLED / BROKEN UP NATIVE SOIL AND ADD APPROPRIATE SOIL AMENDMENT BASED ON SOIL TESTING. DO NOT ADD BACKFILL AMENDMENTS FOR PIT PLANTED B&B TREES.
COMPACT BACKFILL TO MINIMIZE AIR POCKETS WITH EVERY 6" LIFTS OF FILL. DO NOT OVER COMPACT SOIL & SETTLE BACK FILL WITH WATERING IN. WATER TREE AFTER FULLY BACKFILLED.
ROOT BALL IS TO REST ON SOIL BASE AND TO BE INSTALLED 1"-2" ABOVE GRADE TO ALLOW FOR SETTLING.
FOR WET SOILS, INSTALL ROOT BALL HIGHER AND GRADE TO IT AS REQUIRED FOR PROPER OXYGEN INTAKE OF THE TREE.
INSTALL GRAVEL WELLS THROGH CONFINING LAYERS IF HOLE FAILS PECULATION TESTS.
CREATE A 6" BASIN RING AROUND ENTIRE OUTER EDGE OF TREE PIT, LOCATING THE INSIDE EDGE ALONG THE EXCAVATION AND COMPACT BASIN PRIOR TO MULCHING ON ALL SIDES TO RETAIN WATER.
FOR SLOPED PLANTINGS, ORIGINAL SLOPE SHOULD PASS THROUGH THE POINT WHERE THE TRUNK BASE MEETS SUBSTRATE/SOIL.
PRUNING SHALL BE LIMITED TO DEAD, DISEASED, OR BROKEN LIMBS ONLY AND SHALL BE IN ACCORDANCE WITH ANSI A300 SPECIFICATIONS.
CORRECT TREE CROWN AND ROOT BALL AS REQUIRED FOR PROPER CANOPY GROWTH AND ROOT DEVELOPMENT.
STAKE / GUY TREE ACCORDING TO APPROPRIATE DETAIL.



1 TREE INSTALLATION

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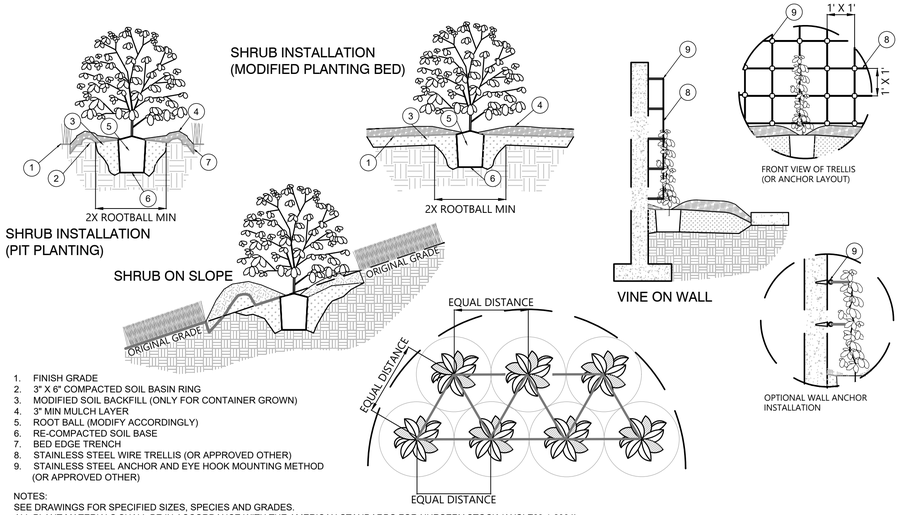

1. FINISH GRADE
2. 3" X 6" COMPACTED SOIL BASIN RING
3. MODIFIED SOIL BACKFILL (ONLY FOR CONTAINER GROWN)
4. 3" MIN MULCH LAYER
5. ROOT BALL (MODIFY ACCORDINGLY)
6. RE-COMPACTED SOIL BASE
7. BED EDGE TRENCH
8. STAINLESS STEEL WIRE TRELLIS (OR APPROVED OTHER)
9. STAINLESS STEEL ANCHOR AND EYE HOOK MOUNTING METHOD (OR APPROVED OTHER)

NOTES:
SEE DRAWINGS FOR SPECIFIED SIZES, SPECIES AND GRADES.
ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1-2004).
PLANTING HOLE TO BE A MIN. OF 2X THE WIDTH OF ROOT BALL FOR AT LEAST THE FIRST 12" OF DEPTH AND DO NOT DIG THE HOLE DEEPER THAN ROOT BALL DEPTH. ROOT BALL IS TO REST ON SOIL BASE THAT IS TO BE COMPACTED TO 90% RELATIVE COMPACTION.
THE PLANTING HOLE THE SUB-GRADE AND SIDES SHOULD BE SCARIFIED WHEN PLANTING IN 15% OR MORE CLAY SOILS.
LIFT AND SET THE SHRUB BY ROOT BALL / CONTAINER ONLY, DO NOT LIFT VIA TRUNK.
IF B&B, PLACE SHRUB IN PLANTING HOLE, REMOVE BURLAP, WIRE AND STRAPS FROM AT LEAST THE UPPER 1/3 OF THE ROOT BALL.
FOR CONTAINER STOCK, AMEND ROOT BALL AS REQUIRED FOR PROPER GROWTH AND ROOT DEVELOPMENT AND MIX WITH EXISTING SOIL THAT HAS BEEN WELL-TILLED OR BROKEN UP. DO NOT ADD AMENDMENTS TO THE BACKFILL SOIL FOR B&B SHRUBS. USE CLEAN BACKFILL AND APPROPRIATE SOIL AMENDMENT BASED ON SOIL TESTING.
PRUNING SHALL BE LIMITED TO DEAD, DISEASED, OR BROKEN LIMBS ONLY AND SHALL BE IN ACCORDANCE WITH ANSI A300 SPECIFICATIONS.
REMOVE ANY NURSERY TAGS, AND TAGGING TAPE AT TIME OF PLANTING. NO WRAPS SHALL BE PLACED ON TRUNK.
LIGHTLY COMPACT TO MINIMIZE AIR POCKETS EVERY 6" LIFTS OF FILL, DO NOT OVER COMPACT SOIL & SETTLE BACK FILL WITH WATERING IN.
ROOT BALL TO BE INSTALLED 1"-2" ABOVE GRADE TO ALLOW FOR SETTLING. FOR WET SOILS, INSTALL ROOT BALL HIGHER AND GRADE TO IT AS REQUIRED FOR PROPER OXYGEN INTAKE OF THE SHRUB.
FOR SLOPED PLANTINGS, ORIGINAL SLOPE SHOULD PASS THROUGH THE POINT WHERE THE TRUNK BASE MEETS SUBSTRATE/SOIL.
LOCATE INSIDE OF BASIN RING TO OUTER EDGE OF TREE PIT AND COMPACT IT ON ALL SIDES TO RETAIN WATER.
NO MULCH TO BE INSTALLED WITHIN 3" OF TRUNK.
NO MORE THAN 1" OF MULCH TO BE INSTALLED UPON ROOT BALL OF SHRUB.

2 SHRUB & VINE INSTALLATION

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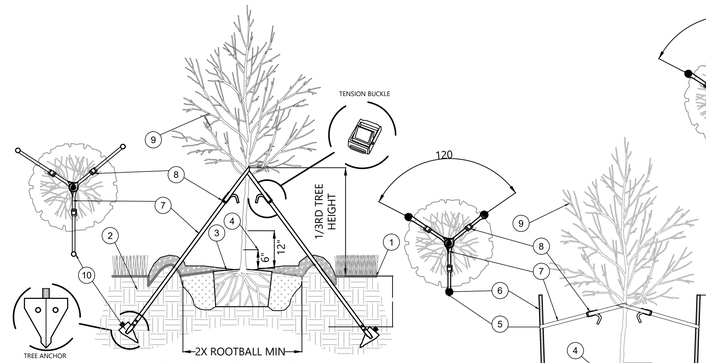

1. FINISH GRADE
2. UNDISTURBED OR 90% TO 95% COMPACTED SOIL
3. ROOT BALL
4. TRUNK CALIPER (MEASURED AT 6" UP TO 4" CAL & AT 12" FOR >4" CAL TREES) (DBH ONLY APPLIES TO EXISTING TREES PER STATE OF FLORIDA)
5. STAINLESS STEEL FASTENER (LAG SCREW WITH WASHER)
6. 3" WOODEN LODGE POST OR HEAVY DUTY METAL T-POST
7. 3/4" MILITARY GRADE EXTERIOR WEBBING STRAP
8. TENSION BUCKLE
9. TREE CROWN (SEE CROWN DETAILS)
10. TREE ANCHOR
11. 1" METAL POLE FOR CENTRAL LEADER CONNECTION
12. NON-ABRASIVE RUBBER NURSERY STRAP

NOTES:
SEE DRAWINGS FOR SPECIFIED SIZES, SPECIES AND GRADES.
STAKE TREE ACCORDING TO APPROPRIATE STAKING / GUYING DETAIL. STAKE LOCATIONS SHALL NOT INTERFERE WITH PERMANENT BRANCHES. STAKES TO BE REMOVED WITHIN 1 YEAR OF INSTALLATION.
REMOVE ANY CLOSE STAKING FROM NURSERY. IF CENTRAL LEADER NEEDS CORRECTION, IT IS ACCEPTABLE TO MOVE STAKE OR RE-STAKE WITH A METAL POLE TO THE CENTRAL LEADER AND TRUNK WITH A MIN GAP OF 3" FROM CAMBIUM TO ALLOW FOR PROPER CELL FORMATION
1" DIAM SINGLE METAL STAKE WITH METAL ARM BAR SECURED TO STAKE AND RUBBER STRAP AROUND TRUNK. HEIGHT OF ARM BAR SHALL VARY PER TREE. CONTRACTOR TO ADJUST AS NEEDED TO HOLD TREE ERECT. USE NON - ABRASIVE RUBBER TIES.
PRUNING SHALL BE LIMITED TO DEAD, DISEASED, OR BROKEN LIMBS ONLY AND SHALL BE IN ACCORDANCE WITH ANSI A300 SPECIFICATIONS.
AMEND TREE CROWN AND ROOT BALL AS REQUIRED FOR PROPER CANOPY GROWTH AND ROOT DEVELOPMENT.
TREE ANCHOR DRIVEN BELOW GRADE TO NECESSARY DEPTH DETERMINED BY SOIL STRUCTURE. (1.5' - 2.5' FEET AS NECESSARY)
INSTALL A TENSION BUCKLE ON EACH STRAP. LOOP LOOSE END OF WEBBING AROUND LEADING BRANCH OF TREE. TIE 1/2 KNOT ONTO BACKSIDE OF BUCKLE. PULL BUCKLE TOWARDS TREE ANCHOR TO TENSION LINE.
START STAKING OR GUYING BY PLACING FIST STAKE / ANCHOR ON THE SIDE OF THE PREVAILING WIND PREVAILING WIND.
INSTALL CORRECTIVE STAKE A MIN OF 3" AWAY FROM THE CAMBIUM. STAKES AND ANCHORS TO BE INSTALLED IN UNDISTURBED SOIL.
WOOD STAKES, METAL T-POSTS, AND TREE ANCHORS ARE TO BE DRIVEN INTO UNDISTURBED SOIL A MINIMUM OF 1.5' TO 2.5'. PLACE STAKES IN TREE BASIN. METAL T-POSTS TO BE PAINTED FLAT BLACK. SPACE STAKES / ANCHORS (3 MIN) EQUALLY AROUND THE TREE AT120 DEGREES OC.
ATTACH 3/4" WEBBING TO CONNECT THE TREE TO STAKES AND ANCHORS. ATTACH WEBBING AT 1/3 THE TREE HEIGHT. USE A STAINLESS STEEL FASTENER TO SECURE WEBBING TO WOOD STAKES. MULTI-TRUNK TREES WILL HAVE ONE WEBBING BAND PER TRUNK IF 3 OR MORE APPROPRIATELY SIZED TRUNKS EXIST.
FOR UP TO 4" CALIPER TREES (3) POLYPROPYLENE GUYLINES 3/4" X 12'=800 LB TEST, OLIVE DRAB, UV RESISTANT (3) NICKEL PLATED SPRING CAM-LOCK TENSION CLIPS FOR UP TO 7" CALIPER TREES (4) POLYPROPYLENE/POLYESTER GUYLINES 1" X 12'=1,000 LB TEST, OLIVE DRAB, UV RESISTANT (4) 1-1/4" NICKEL PLATED, NON-RUSTING SPRING CAM-LOCK TENSION CLIPS (1,500 LB BREAK STRENGTH) (4) ALUMINUM TREE ANCHORS FOR ANY SOIL TYPE

4 TREE STAKING / GUYING

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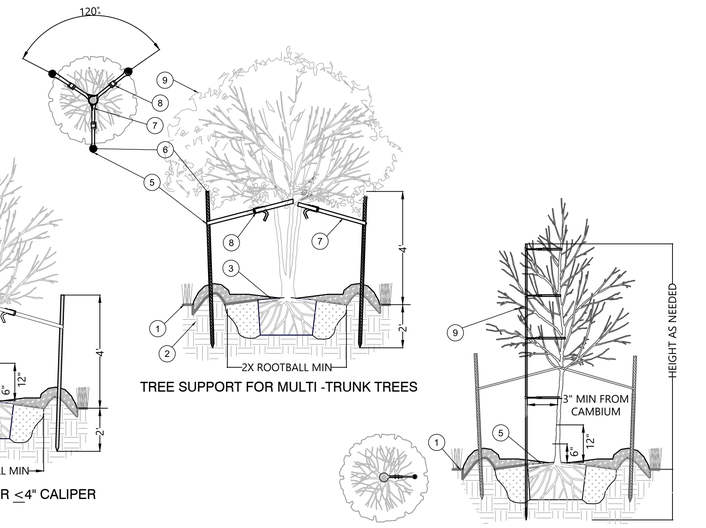

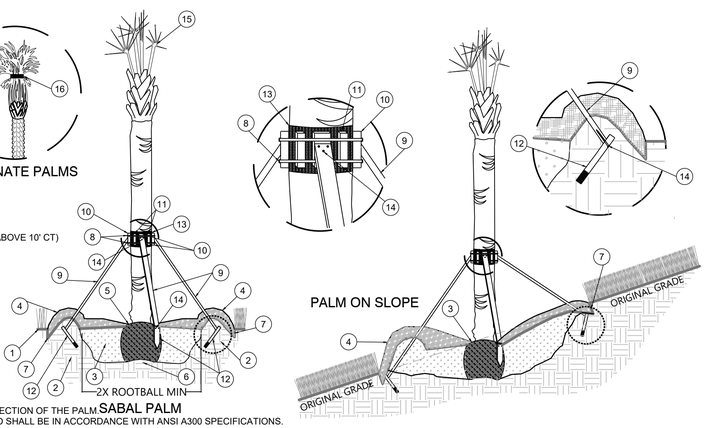

1. FINISH GRADE
2. UNDISTURBED OR 90% TO 95% COMPACTED SOIL
3. MODIFIED SOIL BACKFILL (ONLY FOR CONTAINER GROWN PALMS)
4. 3" MIN MULCH LAYER
5. ROOT BALL (MODIFY ACCORDINGLY)
6. RE-COMPACTED SOIL BASE
7. BED EDGE TRENCH
8. STAINLESS STEEL MOUNTING STRAPS WITH ADJUSTABLE BRACKETS
9. 2" X 4" BRACE (3 MIN @ 120 DEG FOR UP TO 10' CT & 4 MIN @ 90 DEG FOR ABOVE 10' CT)
10. 2" X 4" BATTEN (1 PER BRACE ATTACHED WITH SCREWS)
11. 1" X 2" BATTEN (# AS NECESSARY)
12. 2" X 4" STAKE (1 PER BRACE ATTACHED WITH SCREWS)
13. NATURAL BURLAP (3 LAYERS MIN BETWEEN BATTENS AND TRUNK)
14. EXTERIOR DECK SCREWS (OR STAINLESS STEEL SHANK NAIL)
15. HURRICANE CUT
16. NATURAL JUTE ROPE TO TIE FRONDS

NOTES:
SEE DRAWINGS FOR SPECIFIED SIZES, SPECIES AND GRADES.
BRACE PALM ACCORDING TO APPROPRIATE STAKING / GUYING DETAIL.
BRACE LOCATIONS SHALL NOT INTERFERE WITH PEDESTRIAN WAYS.
BRACES TO BE REMOVED WITHIN 1 YEAR OF INSTALLATION.
NO BURNT PALMS WILL BE ACCEPTED.
DO NOT SCREW (OR TOE NAIL) BATTENS INTO THE TRUNK OF THE PAL.
ANY TRUNK DAMAGE CAUSED BY NAILS OR SCREWS WILL GIVE CAUSE TO REJECTION OF THE PALM.
PRUNING SHALL BE LIMITED TO DEAD, DISEASED, OR BROKEN LIMBS ONLY AND SHALL BE IN ACCORDANCE WITH ANSI A300 SPECIFICATIONS.
NO FEATHER DUSTER PRUNING. FRONDS SHOULD MAKE A HALF CIRCLE AT A MIN.
HURRICANE CUT ALL SABAL PALMS
PALM STAKES TO BE PLACED BELOW GRADE TO NECESSARY DEPTH DETERMINED BY SOIL STRUCTURE TO PROVIDE PROPER STABILIZATION.
PLACE BATTENS AND INSTALL ENOUGH BATTENS AS REQUIRED FOR BAND NOT TO COME INTO DIRECT CONTACT WITH TRUNK.
THE TOP-MOST ROOTS SHOULD BE VISIBLE AT THE SURFACE OF THE ROOT BALL.

3 PALM TREE INSTALLATION / BRACING

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RWA ENGINEERING
12800 University Drive, Suite 175
Fort Myers, Florida 33907
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www.consult-rwa.com
Florida Certificates of Authorization
EB 7663 LB6952

DATE: MARCH 2004
SEC: 19 TWP: 46 S RGE: 24 E
DESIGNED: JMM
DRAWN: JMM
HORIZ. SCALE (FULL): ######
HORIZ. SCALE (HALF): 1" = ########'
VERT. SCALE (FULL): N/A
VERT. SCALE (HALF): N/A

CLIENT: MYERSIDE, LLC

TITLE: LANDSCAPE CONSTRUCTION DETAILS

PROJECT: MYERSIDE

PROJECT NO.: 200022 00 01
FILE NAME: 200022 00 01 LA PERMIT
SHEET NUMBER: 07 OF 08

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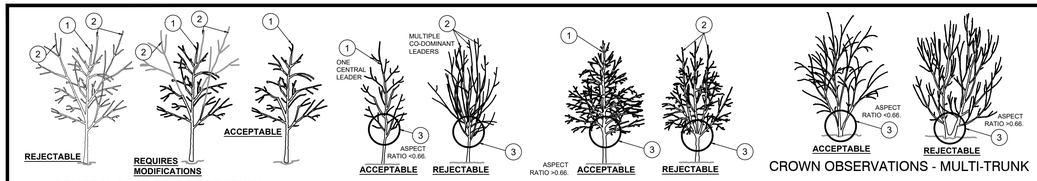
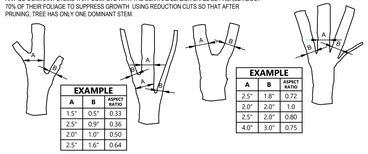


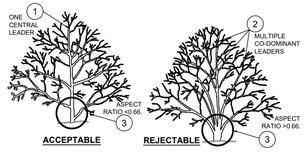
CENTRAL LEADER CORRECTION

TREES SHOWN REJECTABLE SHALL UNDERGO RECOMMENDED TREATMENT FOR APPROVAL.
ALL TREES SHALL MEET THE CROWN OBSERVATION DETAIL FOLLOWING THE APPROPRIATE CORRECTION.
ANY CO-DOMINANT STEMS TAHT COMPETE WITH THE CENTRAL LEADER SHALL BE PRUNED ABOUT 70% OF THEIR FOLIAGE TO SUPPRESS GROWTH USING REDUCTION CUTS SO THAT AFTER PRUNING, TREE HAS ONLY ONE DOMINANT STEM.



EXAMPLE		
A	B	ASPECT RATIO
1.5"	0.5"	0.33
2.5"	0.9"	0.36
2.0"	1.0"	0.50
2.5"	1.6"	0.64

EXAMPLE		
A	B	ASPECT RATIO
2.5"	1.8"	0.72
2.0"	2.0"	1.0
2.5"	2.0"	0.80
4.0"	3.0"	0.75



CROWN OBSERVATIONS - HIGH BRANCHED

CROWN OBSERVATIONS - LOW BRANCHED

CROWN OBSERVATIONS - MULTI-TRUNK

1. CENTRAL LEADER
2. CO-DOMINANT LEADERS
3. ASPECT RATIO AREA

NOTES:
ASPECT RATIO SHALL BE LESS THAN 0.66 ON ALL BRANCH UNIONS.
ASPECT RATIO IS THE DIAMETER OF BRANCH (B) DIVIDED BY THE DIAMETER OF THE TRUNK (A) AS MEASURED 1" ABOVE THE TOP OF THE BRANCH UNION.
ANY TREE NOT MEETING THE CROWN OBSERVATIONS DETAIL MAY BE REJECTED.
ASPECT RATIO OF B:A GREATER THAN OR EQUAL TO 0.66 AS MEASURED 1" ABOVE THE TOP OF THE BRANCH UNION.
ASPECT RATIO SHALL BE LESS THAN 0.66 ON ALL BRANCH UNIONS. ASPECT RATIO IS THE DIAMETER OF BRANCH (B) DIVIDED BY THE DIAMETER OF THE TRUNK (A)
AS MEASURED 1" ABOVE THE TOP OF THE BRANCH UNION.
ANY TREE NOT MEETING THE CROWN OBSERVATIONS DETAIL MAY BE REJECTED.

1 TREE CANOPY OBSERVATIONS / CORRECTION DURING INSTALLATION

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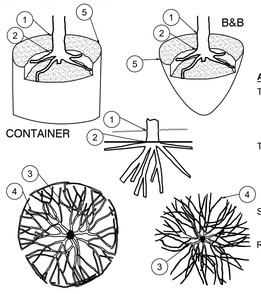
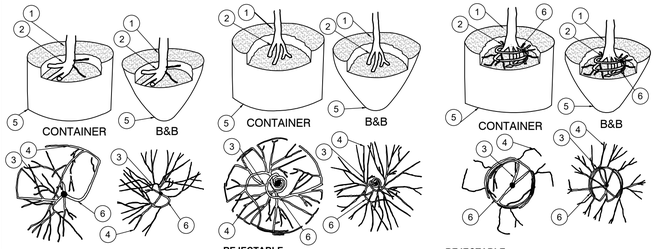
ROOT OBSERVATIONS



ACCEPTABLE

THE POINT WHERE TOP-MOST ROOT(S) EMERGES FROM THE TRUNK (ROOT COLLAR) SHOULD BE WITHIN THE TOP 2" OF SUBSTRATE.
THE ROOT COLLAR AND THE ROOT BALL INTERIOR SHOULD BE FREE OF DEFECTS INCLUDING CIRCLING, KINKED, ASCENDING, AND STEM GIRDLING ROOTS.
STRUCTURAL ROOTS SHALL REACH THE PERIPHERY NEAR THE TOP OF THE ROOT BALL.
ROOTS RADIATE FROM TRUNK AND REACH SIDE OF ROOT BALL WITHOUT DEFLECTING DOWN OR AROUND.



REJECTABLE

1. STRUCTURAL ROOTS PRIMARILY GROW TO ONE SIDE.
2. STRUCTURAL ROOTS MISSING FROM ONE SIDE, AND/OR GROW TANGENT TO TRUNK.

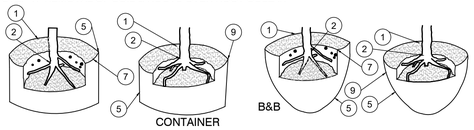
REJECTABLE

1. STRUCTURAL ROOTS DESCEND INTO ROOT BALL INTERIOR.
2. NO STRUCTURAL ROOTS ARE HORIZONTAL AND REACH THE ROOT BALL PERIPHERY NEAR THE TOP OF THE ROOT BALL.
3. STRUCTURAL ROOTS CIRCLE AND DO NOT RADIATE FROM THE TRUNK.

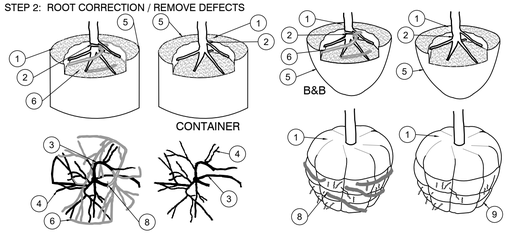
REJECTABLE

1. STRUCTURAL ROOTS CIRCLE INTERIOR OF ROOT BALL.
2. NO STRUCTURAL ROOTS ARE HORIZONTAL AND REACH THE ROOT BALL PERIPHERY NEAR THE TOP OF THE ROOT BALL.
3. ONLY ABSORBING ROOTS REACH THE PERIPHERY NEAR THE TOP OF THE ROOT BALL. STRUCTURAL ROOTS MOSTLY WRAP OR ARE DEFLECTED ON THE ROOT BALL INTERIOR.

STEP 1: REMOVAL OF SOIL & ROOTS OVER ROOT COLLAR



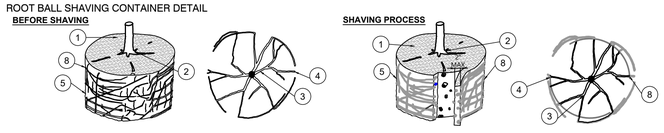
STEP 2: ROOT CORRECTION / REMOVE DEFECTS



1. TOP OF ROOT BALL
2. ROOT COLLAR
3. STRUCTURAL ROOTS
4. FEEDER ROOTS
5. ROOT BALL PERIPHERY
6. STRUCTURAL ROOT CIRCLING
7. REMOVE EXCESS SOIL / SUBSTRATE
8. CUT HERE
9. NEW ROOT BALL SURFACE

NOTES:
OBSERVATIONS / CORRECTIONS OF ROOTS AND ROOTBALLS SHALL OCCUR PRIOR TO PLANT MATERIAL INSTALLATION AND MEET THE ROOT OBSERVATIONS DETAILS FOLLOWING CORRECTION.
SEVERELY ROOTBOUND PLANT MATERIALS THAN CANNOT BE PROPERLY CORRECTED ARE UNACCEPTABLE.
SMALL ROOTS (⅛" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY SHOULD BE REMOVED AT THE TIME OF PLANTING.
SHAVE ROOT BALL BY ELIMINATING NO MORE PERIPHERY ROOTS THAN NEEDED TO REMOVEEXPOSE ROOT TIPS AT PERIPHERY OF ROOT BALL JUST PRIOR TO PLANTING OR AFTER PLACING IN THE HOLE.
SHAVE CONTAINERS' OUTER PERIPHERY OF THE ROOT BALL A MAX OF 2" THICK.
TREES SHALL
ALL TREES SHOWN ARE REJECTABLE UNLESS THEY UNDERGO RECOMMENDED CORRECTIONS.
ROOTS AND SOIL MAY BE REMOVED DURING THE CORRECTION PROCESS; SUBSTRATE/SOIL SHALL BE REPLACED
REMOVE EXCESS SUBSTRATE AND ROOTS OF TREES PLANTED TOO DEEPLY IN ROOT BALL PER DETAILS.
REMOVE ROOTS GROWING OVER ROOT COLLAR BY CUTTING THEM JUST BEFORE THEY MAKE AN ABRUPT TURN; STRUCTURAL ROOTS RAPPING ROOT COLLAR AND GROWING OVER STRUCTURAL ROOTS; STRUCTURAL ROOTS EXTENDING FROM ROOT BALL; AND STRUCTURAL ROOTS DEFLECTED ON ROOT BALL PERIPHERY.
PRUNING CUT SHOULD BE MADE TANGENT (PARALLEL) TO THE TRUNK.

ROOT BALL SHAVING CONTAINER DETAIL



2 ROOT OBSERVATIONS / CORRECTIONS

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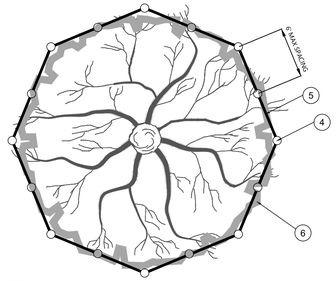
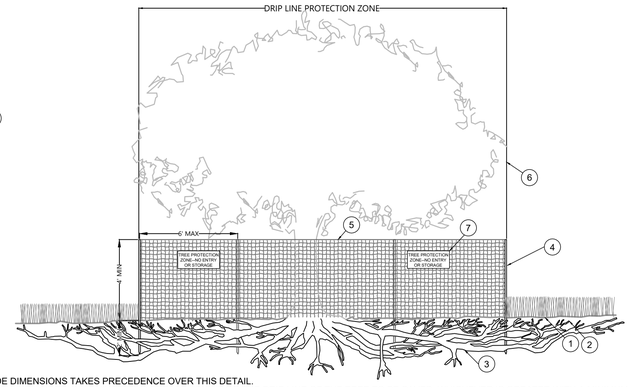
PLAN VIEW



SECTION VIEW



1. EXISTING GRADE (SEE NOTES)
2. FEEDER ROOTS
3. STRUCTURAL ROOTS
4. 6' METAL T-POST
5. 4' ORANGE SAFETY FENCING
6. PROTECTION ZONE (SEE NOTES)
7. WARNING SIGN

NOTES:
REFER TO NOTES SECTION FOR CODE REQUIREMENTS PER INDIVIDUAL MUNICIPALITY FOR ANY CODE DIMENSIONS TAKES PRECEDENCE OVER THIS DETAIL.
WHEN NOT DETERMINED BY LOCAL CODE, DIAMETER OF PROTECTION ZONE SHOULD BE 1.5' FOR EACH INCH OF TRUNK DIAMETER @ BREAST HEIGHT OR THE DRIP LINE OF THE TREE TO BE SAVED, WHICHEVER IS GREATER WITH A MINIMUM 6' DIAMETER.
INSTALL TEMPORARY FENCING COMPLETELY ENCIRCLING THE TREE(S)SHALL BE 4' TO 6' HIGH), MADE OF HIGH DENSITY, ORANGE POLYETHYLENE FENCING WITH 3.5" X 1.5" OPENINGS SECURED BY 2" X 6' STEEL T-POSTS INSTALLED AT 6' O.C.
TO INSTALL POSTS, AVOID DRIVING FENCE POSTS INTO MAJOR ROOTS.
ATTACH 8.5" X 11" SIGN, LAMINATED IN PLASTIC, SPACED EVERY 50' ALONG THE TEMPORARY FENCE.
DEAD TREES, SCRUB, OR UNDERGROWTH SHALL BE CUT FLUSH WITH ADJACENT GRADE.
MAINTAIN EXISTING GRADE WITH THE TREE PROTECTION FENCE UNLESS OTHERWISE INDICATED ON THE PLANS.
THERE WILL BE NO MECHANICAL SOIL DISTURBANCE OR GRADE CHANGE EXCEEDING 6" WITHIN DRIP LINE OF TREES TO BE PRESERVED
PLACE 6" OF BARK MULCH AT AREAS NOT PROTECTED BY BARRIER.
FOR ROOTS OVER 1" IN DIAMETER DAMAGED DURING CONSTRUCTION, MAKE A CLEAN STRAIGHT CUT TO REMOVE DAMAGED PORTION OF ROOT.
ALL EXPOSED ROOTS SHOULD BE TEMPORARILY COVERED WITH DAMP BURLAP AND COVERED WITH SOIL OR MULCH AS SOON AS POSSIBLE TO PREVENT DRYING.
FOR PRUNING GUIDELINES, SEE ANSI #300 AND NO PRUNING SHALL BE PERFORMED EXCEPT BY THE DIRECT SUPERVISION OF AN ISA CERTIFIED ARBORIST.
WORK WITHIN THE PROTECTION ZONE SHALL BE DONE MANUALLY, NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
NO STOCKPILING OF MATERIALS, VEHICULAR TRAFFIC, OR STORAGE IS ALLOWED WITHIN THE LIMIT OF THE FENCING.

3 TREE PROTECTION DURING CONSTRUCTION

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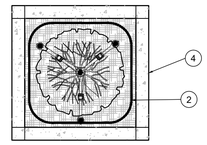
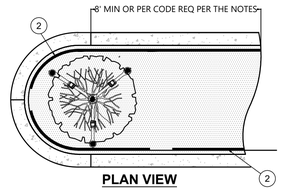
PLAZA INSTALLATION

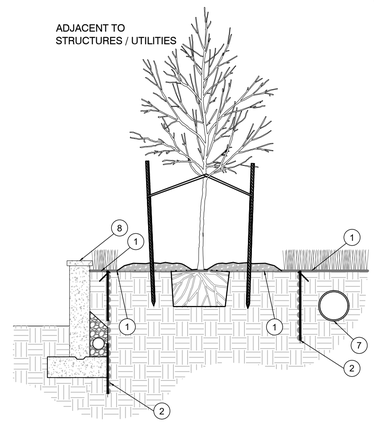


PLAN VIEW



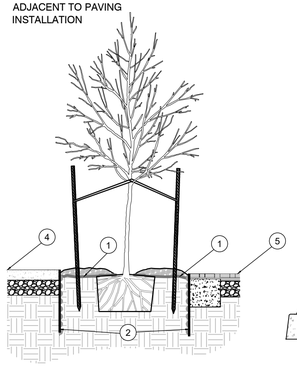
PLAN VIEW

ADJACENT TO STRUCTURES / UTILITIES



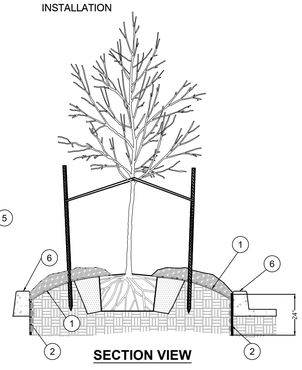
1. FINISHED GRADE
2. ROOT CONTROL FABRIC
3. PARKING AREA
4. PARKING AREA
5. WALK
6. CURB
7. UTILITIES
8. WALL / STRUCTURE

ADJACENT TO PAVING INSTALLATION



SECTION VIEW

PARKING ISLAND / MEDIAN INSTALLATION



SECTION VIEW

NOTES:
ROOT CONTROL FABRICS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
ROOT CONTROL FABRICS SHALL BE INSTALLED WHEN ROOT BALL IS LOCATED WITHIN 8' OF PAVEMENT.
CONTACT YOUR UTILITY COMPANY PRIOR TO TRENCHING.
CONSULT A PROFESSIONAL ARBORIST IF ROOT TRIMMING IS REQUIRED.
INSTALL & COVER ROOT CONTROL FABRIC WITHIN 12 HOURS AFTER OPENING.
HIGH TEMPERATURES AND DIRECT SUNLIGHT CAN REDUCE EFFECTIVE PRODUCT LIFE.
DIG TRENCHES A MINIMUM OF 4" WIDE FOR ROOT CONTROL FABRIC. TRENCHES MUST BE A MINIMUM LENGTH OF MATURE PLANT CANOPY PLUS 10 ' CENTERED ON THE ROOT SOURCE AND ADJACENT TO PROTECTION AREA.
TAMP SOIL ADJACENT TO ROOT CONTROL FABRIC TO STABILIZE THEM SO THAT IRRIGATION FLOWS DIRECTLY THROUGH THE ROOT BALL.
INSTALL ROOT CONTROL FABRIC ON THE SIDE OF THE TRENCH OPPOSITE THE ROOT SOURCE WITH NODULES FACING TOWARD ROOT/WEED SOURCE @ 1" ABOVE FINISHED GRADE.
FIXING PINS SHOULD PENETRATE FABRIC BETWEEN THE NODULES 1/4 IN. FROM TOP EDGE OF FABRIC AND AT A 45° ANGLE TO THE TRENCH WALL.
DETAILS SHOW TYPICAL ROOT CONTROL FABRIC APPLICATION METHODS FOR PROTECTING HARDSCAPES AND SURFACES FROM TREE ROOT DAMAGE.
CONSULT WITH MANUFACTURE FOR SPECIFIC SIZES BASED ON APPLICATIONS AND FOR TECHNICAL ASSISTANCE FOR INDIVIDUAL PROJECTS DUE TO VARYING NEED FOR HORIZONTAL AND VERTICAL ROOT CONTROL.
AS A GENERAL RULE, THE GREATER THE FABRIC WIDTH, THE GREATER THE DEGREE OF PROTECTION IF INSTALLED PROPERLY.
ROOT CONTROL FABRIC THE PROTECTION DOES NOT EXTEND BEYOND THE EDGE OF THE FABRIC, SO IT'S IMPORTANT TO USE ADEQUATE LENGTH AND WIDTH TO ASSURE PROPER PROTECTION.

4 ROOT CONTROL FABRIC

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Florida Certificates of Authorization
EB 7663 LB6952

DATE: MARCH 2004		HORIZ. SCALE (FULL): ######	
SEC: 19	TWP: 46 S	RGE: 24 E	HORIZ. SCALE (HALF): 1" = ######'
DESIGNED: JMM		VERT. SCALE (FULL): N/A	
DRAWN: JMM		VERT. SCALE (HALF): N/A	

CLIENT: MYERSIDE, LLC

TITLE: LANDSCAPE CONSTRUCTION DETAILS

PROJECT: MYERSIDE

PROJECT NO.: 200022 00 01

FILE NAME: 200022 00 01 LA PERMIT

SHEET NUMBER: 08 OF 08

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JAMES M. MCCORD
FLORIDA LICENSE NO. 6666882

EXHIBIT B- AMENDED SCHEDULE OF USES AND CONDITIONS OF APPROVAL (removed as ~~strike through~~, added as underlined)

AMENDED SCHEDULE OF USES

Lodging

Principal:

• Hotel/Motel (Inclusive of Hotel Condominiums)

•The sale of alcoholic beverages for on-premises consumption in 3000 sq. ft. of outdoor rooftop patio in hotel

• Guest Units

Accessory:

• Hotel/Motel Accessory Uses

• Personal Services

• Recreational Facilities

Residential

• Work/Live Units

Commercial

• Offices, General or Medical

• Personal Services

• Restaurant with Bar Area

• Retail Store, Small & Large

• Subordinate Commercial Uses

•The sale of alcoholic beverages for on-premises consumption in 690 sq. ft. of outdoor space in restaurant

AMENDED CONDITIONS OF APPROVAL

1. Any tenant with consumption on premises would be required to acquire a separate COP license.
2. The live-work units shall only be occupied by the owner or employees of the commercial establishments at Myerside. At no time shall the live work units be used as an extension to the lodging units or as a part of the boutique hotel. Any other tenants will have to demonstrate employment on the island.
3. The restaurant area shall be limited to 2,250 sq ft of the total 9,000 sq ft of commercial square footage.
4. A local development order is required prior to any development of the site, in accordance with this planned development approval.
5. All state and local permits, including but not limited to right of way and stormwater permits, must be applied for and received prior to site development.
6. All signage and landscaping must meet the Vehicle Visibility at Intersection requirements found in Sec. 34-3131.
7. The property owner commits to encouraging visitors and staff to arrive without an automobile. If the proposed development's parking needs exceed the on-site parking provided, the applicant shall provide valet parking and/or coordinate with adjacent property owners, and/or consider other parking options to provide adequate parking.

   If a shared parking agreement is specifically sought with the Town to help offset the need for supplemental parking, the Town will provide up to 15 parking spaces within the Bay Oaks Recreation Center to the property owner. If the tenants of the development include health and wellness providers, such as, but not limited to the following listed below, the Town will allocate 5 of those parking spaces at no charge for each Town approved (Administrative approval by Town Manager or designee) provider, up to a maximum of 15 parking spaces. The property owner may petition the Town Council to accept alternative personal service providers other than those preferred health and wellness providers listed below.

   - Medical Clinic, with an MD, physician's assistant or Nurse Practitioner who can write a prescription
   - Urgent Care, with an MD, physician's assistant or Nurse Practitioner who can write a prescription
   - Dentist

- Pharmacy
- Rehabilitation/Physical Therapy clinic
- Chiropractor

8. To help mitigate traffic congestion along Estero Boulevard, the hotel proprietor will promote various marketing initiatives that support and encourage all guests to use alternative modes of transportation rather than drive a vehicle to or while on the island. Such efforts will include:
    - Dedicated page(s) on the Myerside Hotel website outlining and promoting alternative modes of transportation in the area and various marketing incentives such as:
        - Information on the walkability of the area and those businesses of interest to guests within walking distance of Myerside.
        - Bicycle rental.
        - Fort Myers Beach's LeeTran "TROLLEE" and seasonal TRAM Service Schedules and Route Maps
        - Publix and other food delivery service options
        - Free resort fee
        - Restaurant discounts
        - Discounts on future stays
    - Establish partnerships with businesses on the island, especially in the "Heart of the Island," to provide incentives and discounts for guests. Hotel guests who do not drive onto the island will receive monetary discounts or vouchers for future stays and/or with participating local businesses, such as restaurants, bike rentals, and tour/tourism operators.
    - Participate in townwide traffic mitigation efforts, such as:
        - Off-island parking and transport initiatives, e.g. Water ferry/taxi discounts for those staying at the hotel.
        - Off-site parking availability identification systems.
        - Evaluating and improving LeeTran's "TROLLEE" and seasonal TRAM's service and rider/user experience.
9. The final development must be generally consistent with the Master Concept Plan, renderings, and landscape betterment plan attached to this ordinance.

10. <u>The approved schedule of uses are limited to those detailed on the attached Exhibit B.</u>

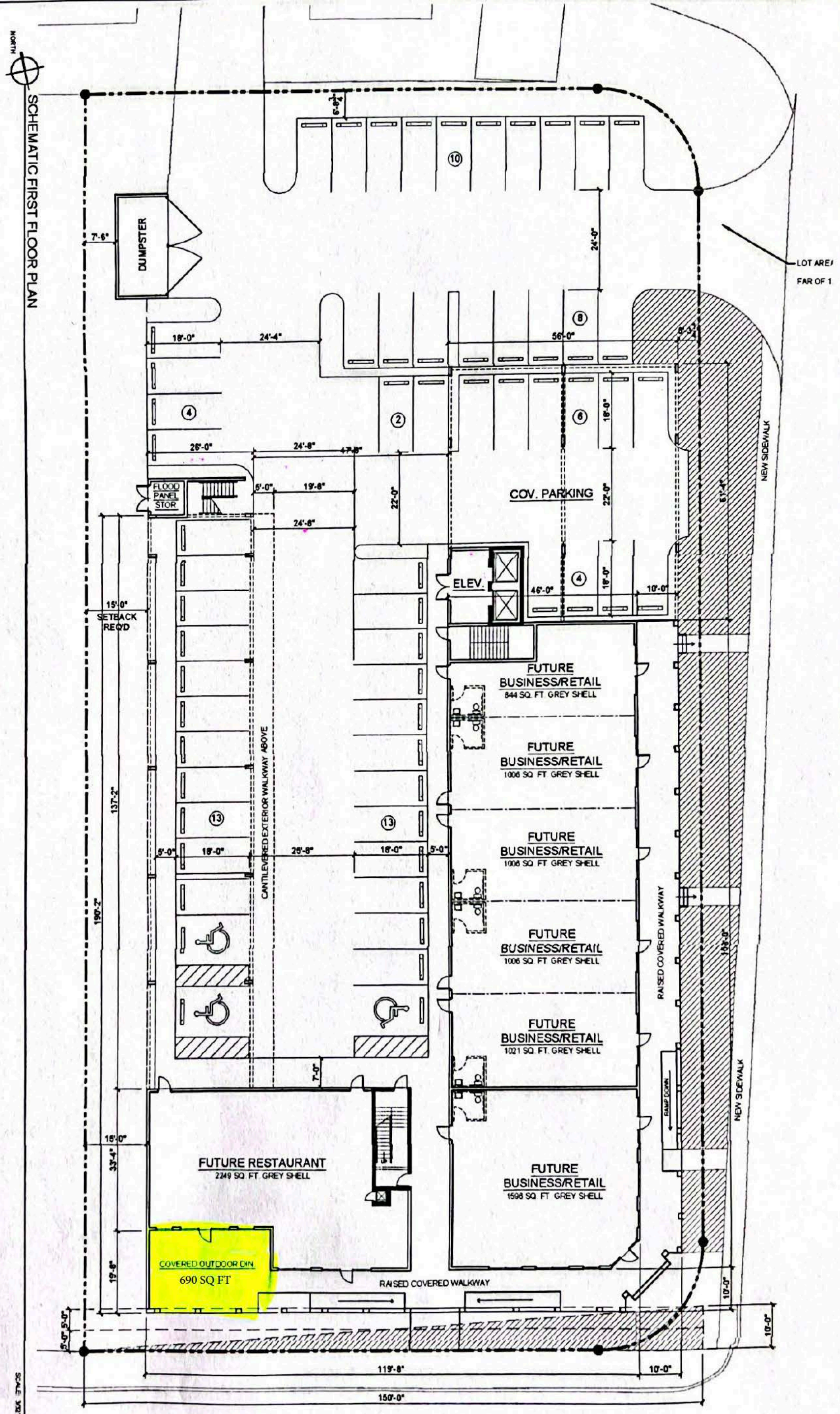
11. <u>The sale of alcoholic beverages for on-premises consumption in 690 sq. ft. of</u>

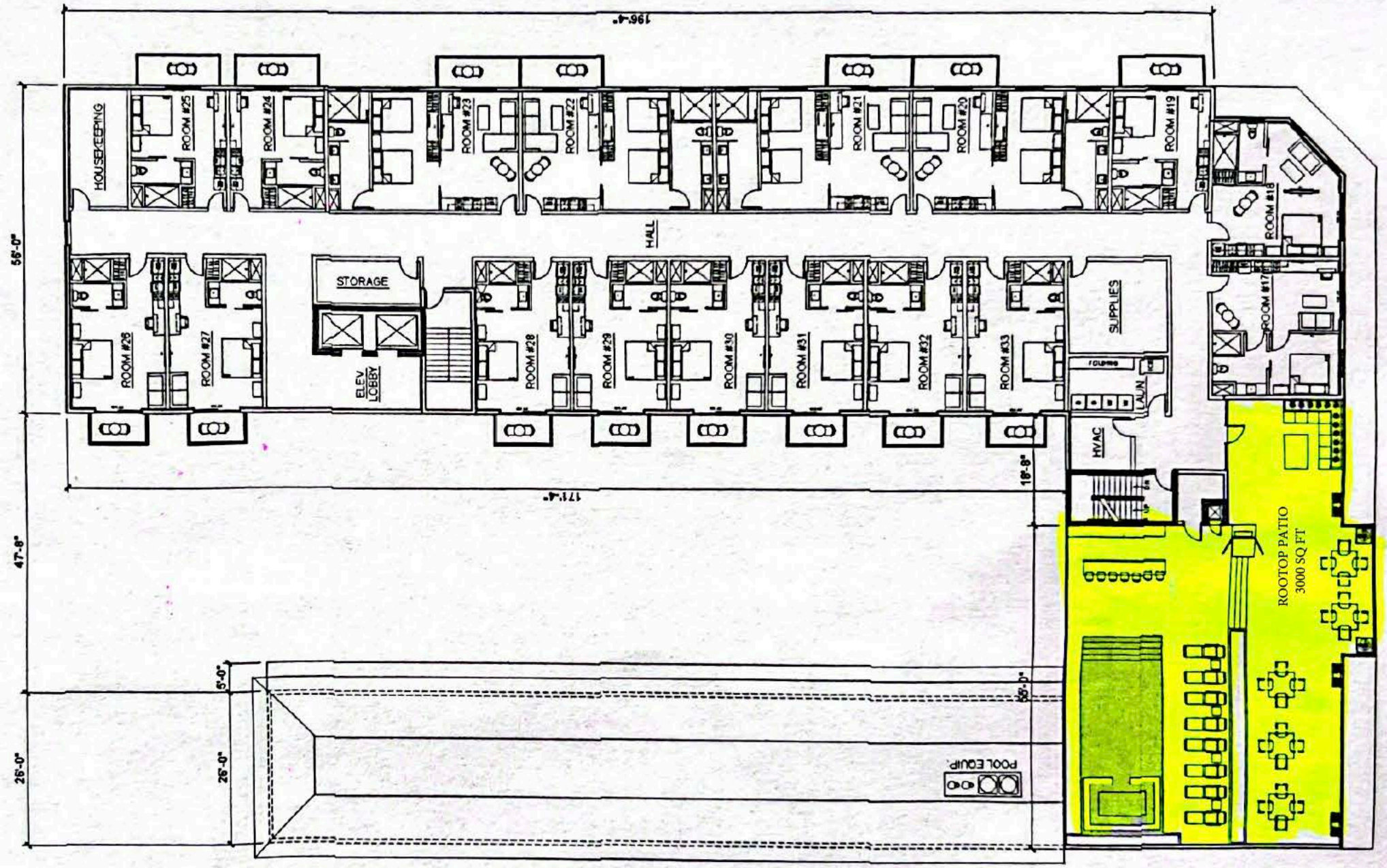
outdoor space in restaurant, must comply with LDC Section 34-1264(k).

LPA recommended additional condition

12. Consumption and serving of alcohol would be limited to 8:00 a.m. to 10:00 p.m.

SCHEMATIC FIRST FLOOR PLAN





SCHEMATIC THIRD FLOOR PLAN

SCALE: 3/32"=1'-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: 125, 131-151 SCHOOL STREET AND 2661-2681 ESTERO BLVD.

STRAP Number: 19-46-24-W3-0020C.0230; 19-46-24-W3-0020C.0270; 19-46-24-W3-0020C.0290

Applicant: MYERSIDE LLC Phone: (239) 400-2060

Contact Name: KEITH LONG Phone: (239) 400-2060

Email: KEITH@LONGLAWFL.COM Fax: _____

Current Zoning District: CPD

Future Land Use Map (FLUM) Category: BOULEVARD

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: CPD Amendment	attach on separate sheet

PART I – General Information

A. Applicant*: MYERSIDE LLC c/o Keith Long Phone: (239) 400-2060

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

Applicant Mailing Address: 1306 SE 46TH LN STE 1, CAPE CORAL, FL 33904

Email: KEITH@LONGLAWFL.COM Fax: _____

Contact Name: KEITH LONG Phone: (239) 400-2060

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*
- [ ] Land Trust*
- [ ] Partnership*
- [ ] Corporation*
- [ ] Association*
- [ ] Condominium*
- [ ] Subdivision*
- [ ] Timeshare Condo*
- [ ] Contract Purchaser*
- [ ] Authorized Representative*
- [ ] Other* (please indicate)_____

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

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

Name: KEITH LONG Phone: (239) 400-2060

Address: 1306 SE 4TH LN STE 1, CAPE CORAL, FL 33904

Email: KEITH@LONGLAWFL.COM Fax: _____

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

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

- [ ] Special Exception
- [ ] Variance from LDC Section _____ - _____
- [ ] Conventional Rezoning from _____ to _____
- [x] Planned Development
- [ ] Rezoning from _____ to [ ] Commercial PD [ ] Residential PD
- [x] Amendment. List the project number: DCI20230246
- [ ] Extension/reinstatement of Master Concept Plan. List project number: _____

☐ Appeal of Administrative Action

☐ Vacation ☐ Right-of-Way ☐ Easement

☐ Other. Please Explain: _____

_____

_____

PART III – Waivers

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

Code Section: _____ Description: _____

_____

Code Section: _____ Description: _____

_____

Code Section: _____ Description: _____

_____

PART IV – Property Ownership (Single Owner)

☐ Single Owner (individual or husband and wife)

Name: _____ Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT
APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

I, _____ swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

I have full authority to secure the approval(s) requested and to impose covenants and restrictions on the referenced property as a result of any action approved by the Town of Fort Myers Beach in accordance with this application and the Land Development Code;
All answers to the questions in this application and any sketches, data or other supplementary matter attached hereto and made a part of this application are honest and true;

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
COTTAGES AT MYSERSIDE LLC- BEVERLEY A MILLIGAN, ROLAND WEINMANN	50/50
MYERSIDE LLC - BEVERLEY A MILLIGAN, ROLAND WEINMANN	49/51

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, BEVERLEY MILLIGAN (name), as OWNER (title) of MYERSIDE LLC / COTTAGES AT MYERSIDE 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.

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

MYERSIDE LLC / COTTAGES AT MYERSIDE LLC
Name of Entity (corporation, partnership, LLP, LLC, etc)

Signature — OWNERS Title

BEVERLEY MILLIGAN and ROLAND WEINMANN 5/2/25
Typed or Printed Name — Date

STATE OF FL **COUNTY OF** LEE

The foregoing instrument was certified and subscribed before me by means of ✓ physical presence OR ☐ online notarization, this 2 day of MAY, 2025, by _____, ☐ who is personally known to me OR ☑ who has produced _____ as identification.

CLETUS POSER
Notary Public
State of Florida
Comm# HH605959
Expires 10/23/2028

Notary Public Signature

PART VI– Property Information

A. Legal Description:

STRAP: _____

Property Address: _____

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.

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

C. Property Dimensions:

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

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

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

Total land area: _____ ☐ acres ☐ square feet

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

_____

_____

_____

_____

_____

☑ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

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

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

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

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

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

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

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

☐ Low Density
☐ Mixed Residential
☐ Boulevard
☐ Pedestrian Commercial
☐ Marina
☐ Recreation
☐ Wetlands
☐ Platted Overlay

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
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.

Town of Fort Myers Beach 2525 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 zoningpermits@fmbgov.com Fax: 239-765-0909

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

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: MYERSIDE COP AMENDMENT
Authorized Applicant: MYERSIDE LLC
STRAP Number(s): 19-46-24-W3-0020C.0230; 19-46-24-W3-0020C.0270;
19-46-24-W3-0020C.0290

Current Property Status: VACANT
Current Zoning: CPD
Future Land Use Map (FLUM) Category: BOULEVARD
Platted Overlay? ☐ **yes,** ☐ **no FLUM Density Range:**

Requested Action:

☐	DRI (with rezoning)
☑	Planned Development (also check below) AMENDMENT
☐	Rezoning from: to:
☐	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)

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)

C. **Comprehensive Plan Compliance.**

Explain how the proposed development complies with applicable Goals, Objectives, and Policies of the Fort Myers Beach Comprehensive Plan.

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.

E. Decision-making Compliance

Explain how the proposed development complies with the guidelines for decision-making embodied in LDC Section 34-85.

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.

SEE NARRATIVE ATTACHED

PART 2

Submittal Requirements

All applications for a planned development must submit fourteen (14) copies of this application form and all applicable exhibits.

Required Items

Public Hearing Request Form
Supplement Form PH-D
Master Concept Plan
Traffic Impact Statement
Architectural Elevations
Schedule of Uses
Fee in the amount of $8000.00 up to 1 acre +1000.00 per additional acre
$2000.00 PD Amendment minor (< acre total property area)
$4000.00 PD Reinstatement or $6500.00 PD Amendment

For DRI: A Binding letter of interpretation from DCA or a complete and sufficient ADA.

Guide to Filing Supplement PH-D for Planned Developments

Amendments Applications for amendments to an approved Master Concept Plan or its attendant documentation will require as much information as is needed to describe the changes requested, to specify the incremental change in impacts expected from the amendment, and to detail the changes in surrounding land uses that have occurred since the original application. Some amendments can be approved administratively as provided in LDC Section 34-219, but all other amendments must proceed through the public hearing process.

Through a pre-application meeting with Community Development staff, prospective applicants can determine whether proposed amendments will require a public hearing, and can request waivers from any submittal requirements that are not necessary to specify the changes requested.

All other planned developments All other applications must complete and submit the Request for Public Hearing and Supplement PH-D, along with all required documents. Refer also to the instructions for the Request for Public Hearing form.

Case Number will be inserted by Community Development staff.
Project Name must be the same as the name used on the Request for Public Hearing form.
Authorized Applicant must be the same as on the Request for Public Hearing form.
STRAP numbers must be the same as on the Request for Public Hearing form.
Current status of property must be the same as on the Request for Public Hearing form.
Requested Action: Indicate whether the request is a DRI (Development of Regional Impact) that requires rezoning, a Planned Development, or an amendment to a Planned Development.

Part 1 Narrative Statements:

Comprehensive Plan Amendments
If Comprehensive Plan Amendments are pending that might affect the future use of the property, explain the amendments' possible effects.

Construction Phasing
If the project is to be constructed in multiple phases, describe the ordering and timing of the proposed phasing. In the absence of a phasing plan, phasing of development would be governed by the limitations of LDC Section 34-220.

Comprehensive Plan Compliance
Explain how the proposed development complies with the Fort Myers Beach Comprehensive Plan. Address the Future Land Use Map category or categories applicable to the subject property and any other relevant policies.

Design Standards Compliance
For properties and/or projects as described in LDC Section 34-992, explain how the proposed development will comply with the standards in LDC Sections 34-991 through 34-997.

Decision-making compliance
Explain how the proposed development will comply with the standards for decision-making in LDC Section 34-85.

Schedule of deviations and written justification
Identify the deviations from the requirements of the Land Development Code that are requested for the proposed development and justify them in relation to the guidance in LDC Section 34-932(b).

Administrative amendments
If the request is for an amendment to a planned development, indicate which of the requested changes could not be approved administratively as allowed by LDC Section 34-219.

Part 2 Submittal Requirements

Public Hearing Application Form. Applications for rezoning, including Planned Developments and Planned Development amendments for which public hearing is required, consist of the Public Hearing form and the supplemental form PH-D. Both parts of the application form must be completed and submitted.

Master Concept Plan. The master concept plan consists of maps, graphic illustrations, and written statements concerning the development. Space has

been provided on this form for many of the required narrative statements, though they can be attached on separate sheets. A master concept plan must include the following required information:

a. The general size, configuration, and location of each development phase, and a description of the phasing of construction, unless the development is to be constructed in a single phase.
b. The maximum height of any proposed buildings or structures, using the Land Development Code's method of measuring building height (see LDC Section 34-631).
c. Proposed principal and accessory uses, identified using the terminology employed in the Land Development Code. Employ the groupings of uses in Tables 34-1 and 34-2 of the Land Development Code, or specify individual uses if necessary.
d. The density and intensity of the proposed uses, in terms of dwelling units by type, or through conversion factors for hotel/motel units. Provide gross square footages for types of commercial uses, and maximum Floor-Area Ratio.
e. The minimum width and composition of proposed buffers along the perimeter of the property. References to the types of buffers required by LDC chapter 10 are acceptable.
f. The location of any environmentally sensitive land and water, based on standard environmental data capable of verification by Town staff. Developments larger than one acre in size may require a protected species survey under LDC Section 10-473.
g. The exact location of all points of vehicular ingress and egress from existing easements or rights-of-way into the development, with distances from other existing or planned rights-of-way or access points.
h. Access and facilities for public transit, if applicable.
i. The general location of stormwater management areas.
j. The specific locations of requested deviations, including sample detail drawings illustrating their effects if applicable.
k. The exact location of existing rights-of-way and easements, whether or not those easements are recorded.
l. Proposed dedications, if any, including beach access, boat ramps, park or recreation areas, open space, or other easements.

Traffic Impact Statement. A traffic impact statement in the same format and to the same degree of detail required for development orders (LDC Section 10-286).

Architectural Elevations. Architectural elevations or three-dimensional renderings that show at minimum all building façades adjoining public streets. These drawings will serve for the sketch requirement of LDC Section 34-202(b)(5) as well. If aspects of the proposed design will not comply with the commercial design standards of LDC Sections 34-991 through 34-997 (if required), the applicant may request deviations from those standards.

Schedule of uses. A list of all proposed principal and accessory uses. Identify these uses by reference to the groups of uses in Tables 34-1 and 34-2 of the Land Development Code unless greater specificity is necessary. For amendments to planned developments that were approved under different regulations, the enumeration of uses in the schedule of uses supplied for the amendment must be specific enough to explain what uses were previously approved without future reference to prior regulations or approvals.

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE:	**Commercial Planned Development Amendment**
CASE NUMBER:	**Ord 25-22, DCI Rezoning 20250201**
CASE NAME:	**125, 131-151 School St and 2661-2681 Estero Blvd, request to amend the existing Commercial Planned Development for Cottages at Myerside to allow outdoor consumption on premises.**
LPA HEARING DATE:	**October 14, 2025 at 9:00 AM**
STAFF RECOMMENDATION:	**Approve with conditions**
PREPARED/ SUBMITTED BY:	**Sakshi, LEED AP ND/ Jason Green AICP, CFM**

I. APPLICATION SUMMARY

Applicant/Owner:	The Neighborhood Company/ Cottages At Myerside, LLC
Request:	Amend schedule of uses for the existing CPD Ordinance#24-15 (See Exhibit A) to include outdoor consumption on premises use for the 3,000 sq. ft. rooftop patio and 690 sq. ft. outdoor space next to restaurant.
Subject property:	Exhibit A – Adopted Ord 24-15 with Master Concept Plan
Physical Address:	125, 131-151 School St and 2661-2681 Estero Blvd
STRAP #:	19-46-24-W3-0020C.0230; 19-46-24-W3- 0020C.0270; 19-46-24-W3-0020C.0290
FLU:	Boulevard
Zoning:	Commercial Planned Development (24-15)

Adjacent zoning and land uses:

North: Institutional zoning/ Elementary school with baseball field

South: Commercial Office, Mixed Residential /Offices, multi-family residential

East: Institutional zoning / Library

West: Institutional zoning, Residential Conservation/ single-family and Town's Parking Lot

II. BACKGROUND AND ANALYSIS

Background:
The Neighborhood Company, applicant for Cottages at Myerside, LLC, is requesting an amendment to the schedule of uses for an existing CPD, resolution 24-15 (Exhibit A), to include outdoor consumption on premises as an accessory to the hotel and restaurant. The request will allow the Applicant to serve alcoholic beverages on

(1) 690 sq. ft. outdoor dining patio in extension to the existing restaurant on the ground floor level; and

(2) 3,000 sq. ft. of rooftop pool area on third floor as an accessory to the hotel.

In 2024, Town of Fort Myers beach's Town Council approved and adopted ordinance 24-15, approving with conditions a request to rezone the subject property from Downtown to Commercial Planned Development to allow a mixed-use development including lodging, live/work units, retail, and restaurant uses. The outdoor consumption of alcoholic beverages was not addressed during the approval of the CPD.

The existing approved CPD resolution allows the following uses:

Lodging

Principal:

- Hotel/Motel (Inclusive of Hotel Condominiums)
- Guest Units

Accessory:

- Hotel/Motel Accessory Uses
- Personal Services
- Recreational Facilities

Residential

- Work/Live Units

Commercial

- Offices, General or Medical
- Personal Services
- Restaurant with Bar Area
- Retail Store, Small & Large
- Subordinate Commercial Uses

The Applicant is now requesting an amendment to the existing CPD to revise the schedule of uses and include Outdoor consumption on premises on ground floor as an accessory use for the restaurant and on third floor rooftop patio as an accessory for the hotel. The hours of operation for the service of alcoholic beverages in outdoor area will be 8 am to 10 pm Monday through Sunday.

On October 14, 2025, LPA voted unanimously (6-0) to recommend approval with conditions for CPD Amendment request 20250201 with an additional condition that the consumption and serving of alcohol would be limited from 8:00 a.m. to 10:00 p.m. LPA recommended the Town Council to have a conversation to determine if the access for the pool bar area should be allowed for public or be limited for hotel guests uses only.

Analysis:
The subject property consists of three parcels (19-46-24-W3-0020C.0230; 19-46-24-W3- 0020C.0270; 19-46-24-W3-0020C.0230) totaling 1.03+/- acres, north of Estero Boulevard, west of School Street, and south of Oak Street. In 2024, Town of Fort Myers beach's Town Council adopted ordinance 24-15 and approved with conditions a CPD with Master Concept Plan for a mixed-use development including lodging, live/work units, retail, and restaurant uses. Six deviations were approved with the CPD. No additional deviations are requested at this time.

The Applicant now requests an amendment to the existing CPD to revise the schedule of uses and include Outdoor consumption on premises on ground floor as an accessory use for the restaurant and on third floor rooftop patio as an accessory for the hotel.

As per LDC Section 34-1264(b)(1) Except as may be exempted in subsections (a)(1) or (b)(2) of this section, no establishment for the sale or service of alcoholic beverages for consumption on the premises shall be located within 500 feet of a place of worship, religious facility, school (noncommercial), day care center (child), park, other establishment serving alcohol or a dwelling unit under separate ownership. Distance shall be measured from any public entrance or exit of the establishment in a straight line to the nearest property line. The proposed outdoor consumption on premise on rooftop patio on third floor is proposed as an accessory to the hotel use and the service will be limited only to the hotel guests. The proposed outdoor consumption on premises is situated at 3,000 feet distance from a religious facility, 550 feet from a school, more than 4,000 feet from a day care center (child), 780 feet from a park, 650 feet other establishment serving alcohol and more than 500 feet from a dwelling unit under separate ownership.

As per LDC Section 34-1264(b)(2), Restaurants are exempt from the locational standards for consumption on a premises code section, provided 1. The restaurant is in

full compliance with state requirements; 2. The restaurant serves cooked, full-course meals, prepared daily on the premises; 3. Only a service bar is used, and the sale or service of alcoholic beverages is only to patrons ordering meals, or, 4. The other requirements of LDC Section 34-1264 (k) are met. The proposed restaurant is in compliance with the requirements of LDC Section 34-1264(b)(2) and staff has included a condition for ensure compliance with LDC Section 34-1264(k).

Neighborhood Compatibility:
These parcels are not directly adjacent to any residential units. The closest residential property is located on the other side of the Town owned vacant parcel with an entry to the pool parking lot. This proposed development will be adjacent to the public pool and surrounded by Bay Oaks Park, the library and the elementary school. The Amendment request to include outdoor consumption on premises as an accessory to the ground floor restaurant and on rooftop area as an accessory use to the hotel do not appear to create conflict with the adjacent uses.

Considerations, Findings and Conclusions:
LDC Sec. 34-85 and 34-216 sets forth the required findings and conclusions for the approval of a Planned Development Ordinance Amendment:

Sec. 34-85(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: There is no error or ambiguity regarding the allowed uses for this development.

(2) Whether there exist changed or changing conditions which make approval of the request appropriate.
Staff response: - The requested use for outdoor consumption on premises for the restaurant and the hotel is a design choice, not a changing condition.

(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.
Staff response: To be heard at the public hearing.

(5) The recommendation of staff and of the local planning agency.
Staff response: Provided in this staff report and associated presentation.

(6) The testimony of the public.
Staff response: To be heard at the public hearing.

(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: This proposed amendment is consistent with the goals, objectives, policies and intent of the Comprehensive Plan.

(8) Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.
Staff response: The proposed development will be required to meet performance standards set forth in 34-2031 and 34-2032.

(9) Whether urban services are, or will be, available and adequate to serve a proposed land use change.
Staff response: Urban services are available and adequate for these uses.

(10) Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.
Staff response: The request will not cause any damage to the environment or 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 proposed addition of outdoor consumption on premises on third floor roof top patio for hotel and outdoor consumption on premises on ground floor with the restaurant are unlikely to have a negative impact on the adjacent uses.

(12) Whether the location of the request places an undue burden upon existing transportation or other services and facilities and will be served by streets with the capacity to carry traffic generated by the development.
Staff response: The location is compatible.

LDC Sec. 34-85 (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.

(3) Any other applicable town ordinances or codes.
Staff response: The proposed request complies with all other town ordinances and codes.

(4) For planned development rezonings, see § 34-216 of this chapter for additional findings

Sec. 34-216(b)(2). The recommendation made to the town council must be supported by the guidelines set forth in Sec. 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;
Staff response: The proposed mix of uses is appropriate in this location, it is in the Boulevard Future land use and will be located in the Civic Center Mixed-Use District.

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

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

d. The proposed use meets all specific requirements of the comprehensive plan that are relevant to the requested planned development, such as the following:

1. Policies 4-B-4 and 4-C-3 on commercial uses in the "mixed residential" category.
Staff response: Not applicable.

2. Policies 4-B-5 and 4-C-3 on commercial rezonings in the "boulevard" category.
Staff response: The proposal is in compliance with these policies.

3. Policy 4-C-4 on building heights taller than the standard height limit.
Staff response: Not applicable.

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: There are no anticipated adverse traffic impacts.

III. RECOMMENDATION

Staff finds that the amendment to the CPD meets the required findings and conclusions for the approval of a Planned Development Ordinance Amendment found in Sec. 34-85 and 34-216 of the land development code. Staff recommends approval with conditions of DCI20250201 to allow the outdoor consumption on premises at the Cottages at Myerside, with the attached conditions.

On October 14, 2025, LPA voted unanimously (6-0) to recommend approval with conditions for CPD Amendment request 20250201 with an additional condition that the consumption and serving of alcohol would be limited from 8:00 a.m. to 10:00 p.m. LPA recommended the Town Council to have a conversation to determine if the access for the pool bar area should be allowed for public or be limited for hotel guests uses only.

IV. CONDITIONS OF APPROVAL (removed as ~~strike through~~, added as underlined)

1. Any tenant with consumption on premises would be required to acquire a separate COP license.

2. The live-work units shall only be occupied by the owner or employees of the commercial establishments at Myerside. At no time shall the live work units be used as an extension to the lodging units or as a part of the boutique hotel. Any other tenants will have to demonstrate employment on the island.

3. The restaurant area shall be limited to 2,250 sq ft of the total 9,000 sq ft of commercial square footage.

4. A local development order is required prior to any development of the site, in accordance with this planned development approval.

5. All state and local permits, including but not limited to right of way and stormwater permits, must be applied for and received prior to site development.

6. All signage and landscaping must meet the Vehicle Visibility at Intersection requirements found in Sec. 34-3131.

7. The property owner commits to encouraging visitors and staff to arrive without an automobile. If the proposed development's parking needs exceed the on-site parking provided, the applicant shall provide valet parking and/or coordinate with adjacent property owners, and/or consider other parking options to provide adequate parking.

   If a shared parking agreement is specifically sought with the Town to help offset the need for supplemental parking, the Town will provide up to 15 parking spaces within the Bay Oaks Recreation Center to the property owner. If the tenants of the development include health and wellness providers, such as, but not limited to the following listed below, the Town will allocate 5 of those parking spaces at no charge for each Town approved (Administrative approval by Town Manager or designee) provider, up to a maximum of 15 parking spaces. The property owner may petition the Town Council to accept alternative personal service providers other than those preferred health and wellness providers listed below.

   - Medical Clinic, with an MD, physician's assistant or Nurse Practitioner who can write a prescription
   - Urgent Care, with an MD, physician's assistant or Nurse Practitioner who can write a prescription
   - Dentist
   - Pharmacy
   - Rehabilitation/Physical Therapy clinic
   - Chiropractor

8. To help mitigate traffic congestion along Estero Boulevard, the hotel proprietor will promote various marketing initiatives that support and encourage all guests to use alternative modes of transportation rather than drive a vehicle to

or while on the island. Such efforts will include:

- Dedicated page(s) on the Myerside Hotel website outlining and promoting alternative modes of transportation in the area and various marketing incentives such as:
    - Information on the walkability of the area and those businesses of interest to guests within walking distance of Myerside.
    - Bicycle rental.
    - Fort Myers Beach's LeeTran "TROLLEE" and seasonal TRAM Service Schedules and Route Maps
    - Publix and other food delivery service options
    - Free resort fee
    - Restaurant discounts
    - Discounts on future stays
- Establish partnerships with businesses on the island, especially in the "Heart of the Island," to provide incentives and discounts for guests. Hotel guests who do not drive onto the island will receive monetary discounts or vouchers for future stays and/or with participating local businesses, such as restaurants, bike rentals, and tour/tourism operators.
- Participate in townwide traffic mitigation efforts, such as:
    - Off-island parking and transport initiatives, e.g. Water ferry/taxi discounts for those staying at the hotel.
    - Off-site parking availability identification systems.
    - Evaluating and improving LeeTran's "TROLLEE" and seasonal TRAM's service and rider/user experience.

9. The final development must be generally consistent with the Master Concept Plan, renderings, and landscape betterment plan attached to this ordinance.

10. <u>The approved schedule of uses are limited to those detailed on the attached Exhibit B.</u>

11. <u>The sale of alcoholic beverages for on-premises consumption in 690 sq. ft. of outdoor space in restaurant, must comply with LDC Section 34-1264(k).</u>

LPA recommended additional condition

12. <u>Consumption and serving of alcohol would be limited to 8:00 a.m. to 10:00 p.m.</u>

V. APPROVED DEVIATIONS

No deviations have been requested associated with this amendment. All previously approved deviations apply.

<u>Staff Report Exhibits:</u>
Exhibit A – Ordinance 24-15, with Master Concept Plan
Exhibit B – Narrative and Revised Schedule of Uses and Conditions of Approval
Exhibit C- Plan identifying COP area

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: (25-22)

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING/APPROVING WITH CONDITIONS/ DENYING AN AMENDMENT TO THE COMMERCIAL PLANNED DEVELOPMENT (CPD) ZONING, PREVIOUSLY APPROVED BY ORDINANCE 24-15 FOR THE PARCEL LOCATED FOR THE PROPERTY LOCATED AT 125, 131- 151 SCHOOL STREET AND 2661-2681 ESTERO BLVD., FORT MYERS BEACH, GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W3-0020C.0230; 19-46-24-W3- 0020C.0270; 19-46-24-W3-0020C.0290 IN FORT MYERS BEACH; PROVIDING FOR REVISIONS TO SCHEDULE OF USES TO INCLUDE OUTDOOR CONSUMPTION ON PREMISES AS AN ACCESSORY USE TO THE HOTEL AND RESTAURANT USE, AND OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:

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

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance is to allow an amendment to the Commercial Planned Development (CPD) zoning, previously approved by Resolution 24-15 for the parcel located at 125, 131- 151 School Street and 2661-2681 Estero Blvd, amend the schedule of uses for the Property's Commercial Planned Development ("CPD) to allow outdoor on-premises consumption of alcoholic beverages as an accessory use to the restaurant and hotel.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, including the following, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are unlikely to be direct compliance costs associated with the ordinance.

The ordinance does not impose any new charge or fee on businesses.

There are no new charges or fees that will be imposed on businesses by the ordinance.

The Town will not likely incur additional costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
One property owner will be impacted by this proposed ordinance.

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

1. **Request:**

Meeting Date: November 17, 2025

This quasi-judicial agenda item is a 1st Reading and Public Hearing on proposed Ordinance 25-19. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for December 15, 2025 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING OR DENYING A HOME RULE DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 50 OLD SAN CARLOS BOULEVARD, FORT MYERS BEACH, FL, STRAP NOS. 24-46-23-W3-00208.002A OWNED BY CARLOS L. CHAVEZ AS TRUSTEE FOR THE CARLOS L. CHAVEZ TRUST, 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 24-247 FOR THE PURPOSE OF REDEVELOPMENT OF THE PROPERTY TO ALLOW A MIXED USE DEVELOPMENT WITH COMMERCIAL AT THE OPEN GROUND LEVEL AND SINGLE FAMILY RESIDENTIAL ABOVE.; 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.

Why the action is necessary:

The Town Council will take into account the recommendations made by the LPA for DA20250186.

What the action accomplishes:

The Town Council will take into account the recommendations made by the LPA for DA20250186 requesting a Development Agreement to redevelop the subject property as a mixed-use with retail at ground level and residential above.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
PUBLIC HEARINGS	Ordinance	Jason Green, Community Development Services

5. **Background:**

The Neighborhood Company, on behalf of the Carlos L Chavez Trust, is requesting a Development Agreement with deviations to allow for the redevelopment of the subject property, which was home to Kilwin's Chocolates within Times Square Pedestrian Plaza, to build a 3-story mixed-use building with an open ground floor mobile ice cream vending and second and third floor would be for one bedroom residence. The subject property encompasses 0.03 +/- acres (1,119 sq. ft.). The property is located along the Times Square Pedestrian Plaza, has a Future Land Use Designation of Pedestrian Commercial and is within the Downtown Zoning District. It lies directly across from Lynn Hall Memorial Park and is approximately 100 feet from the base of the historic Fort Myers Beach Pier. This area of the island was heavily damaged by Hurricanes Ian, Helene and Milton. The redevelopment of the Downtown area is slowly progressing, with the guidance of the Comprehensive Plan continuing to steer this area toward being a lively, inviting, comfortable, and safe public environment. The Commercial Design Standards for Times Square encourage the incorporation of façade elements such as balconies, awnings and windows

to add visual interest and architectural character.
As shown in the enclosed architectural rendering exhibits (Exhibit C), the proposed coastal design will be aesthetically pleasing and complement future development along the plaza. The building has been designed with second and third-floor balconies that extend forward of the build-to line, in accordance with LDC Section 34-995(e)(2) a and b. The balconies will enhance visual interest and offer functional benefits by providing shade and shelter from the elements for pedestrians.

At the Town LPA hearing on October 14th, 2025, the LPA conducted a public hearing regarding the petition. The LPA members heard the petition from applicants, staff and attorney. Applicant attorney Akin suggested five language change in the DA.
The LPA voted 7-0 to recommend approval to the Town Council and directed town attorney to discuss the requested language change in DA proposed by applicant attorney.
Additional requirements include:
- Alternatives to construction staging and materials, given the site's tight layout and traffic.
- Potted plants in the location

Attachments:
1. Final Nov 17 TC -NS Ordinance 25-19DA Edited (2) (1)
2. TC DA 50 Old San Carlos- Nov10
3. Exhibit A to DA : Survey and Legal Description -50 Old San Carlos Dev Agree
4. Exhibit B to DA:Deviations Proposed by Developer
5. Exhibit C to DA: Site Plan for Floor Plan and Data
6. Exhibit D to DA: Title Opinion -50 Old San Carlos Dev Agreement (TO BE UPDATED)
7. 25-19: Business-Impact-Estimate DA 50 OldSanCarlos
8. TC- DA 50 Old San CarlosStaff Report -edited (1)

Financial Impact:
Unknown

6. **Alternative Action**
Deny

7. **Management Recommendations:**
Staff recommends **APPROVAL WITH CONDITIONS of DA20250186**

8. **Recommended Approval:**

Uma Sarmistha, Senior Planner	Created/Initiated - 11/6/2025
Georgina Cid, Community Development Manager	Approved - 11/6/2025
Frankie Kropacek, Community Development Director	Approved - 11/6/2025
nancy stuparich, Town Attorney	Approved - 11/8/2025
Amy Baker, Town Clerk	Approved - 11/10/2025
William McKannay, Town Manager	Final Approval - 11/10/2025

ORDINANCE NO. 25-19
(KILWINS AT TIMES SQUARE DEVELOPMENT)

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING OR DENYING A HOME RULE DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 50 OLD SAN CARLOS BOULEVARD, FORT MYERS BEACH, FL, STRAP NOS. 24-46-23-W3-00208.002A OWNED BY CARLOS L. CHAVEZ AS TRUSTEE FOR THE CARLOS L. CHAVEZ TRUST, 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 24-247 FOR THE PURPOSE OF REDEVELOPMENT OF THE PROPERTY TO ALLOW A MIXED USE DEVELOPMENT WITH COMMERCIAL AT THE OPEN GROUND LEVEL AND SINGLE FAMILY RESIDENTIAL ABOVE; 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.

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 property owner, Carlos L. Chavez as trustee for the Carlos L. Chavez Trust, through its agent The Neighborhood Company (the "Applicant"), wishes to develop certain parcels of land in the Town of Fort Myers Beach, as more explicitly described in the Home Rule Development Agreement, attached hereto as Exhibit "A" (the "Development Agreement"); and

WHEREAS, following several meetings with Town Staff as provided in Resolution 24-247, the Applicant presented a Development Agreement to the Town's Local Planning Agency ("LPA") at its October 14, 2025 meeting and the LPA voted to recommend approval of the Development Agreement by a vote of 6 to 0, inclusive of a finding of consistency between the Development Agreement and the Town of Fort Myers Beach Comprehensive Plan; and

WHEREAS, the Town Council held its first reading and public hearing of Ordinance 25-19 containing the Development Agreement at its November 17, 2025 Town Council meeting,

during which the Town Council determined that the Development Agreement and the accompanying application **satisfied/did not satisfy** the guidelines and criteria set forth in Sections 2-100 and 2-96 of the Town's Code of Ordinances and the procedures for approval of development agreements in Exhibit A to Resolution Number 24-247; and

WHEREAS, the Town Council voted to schedule the second reading and adoption public hearing on Ordinance 25-19 on December 15, 2025; and

WHEREAS, thereafter the Town Council held the second and final reading and public hearing to adopt Ordinance 25-19, containing the Development Agreement on December 1, 2025 and voted to **approve/disapprove** the Development Agreement ___ to ___; and

WHEREAS, a Business Impact Estimate was prepared and posted on the Town's website on the ___ day of _____, 2025, as required by Section 166.041(4), Florida Statutes; and

WHEREAS, the LPA public hearing and the Town Council public hearings were advertised on the 7th day of October, 2025; and

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

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

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

Section 2. The Town Council hereby formally approves the Development Agreement attached hereto as Exhibit "A" to Ordinance 25-19 and authorizes the Applicant to proceed with the development as further outlined therein.

Section 3. The Town Clerk is directed to record a copy of the Home Rule Development Agreement in the Official Records of Lee County, Florida.

Section 4. This Ordinance shall become effective upon adoption by the Town Council.

The foregoing Ordinance was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put on a roll call vote, the results were as follows:

Dan Allers, Mayor	___
Jim Atterholt, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
Scott Safford, 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, Town Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this ___ day of _____, 2025.

Attachments:
Exhibit A – Home Rule Development Agreement with Exhibits

DRAFT

HOME RULE DEVELOPMENT AGREEMENT
(As Approved _____ (date))

THIS HOME RULE DEVELOPMENT AGREEMENT (hereinafter "Agreement" or "Development Agreement") is entered into this _____ day of _____, 2025, by and between THE TOWN OF FORT MYERS BEACH, FLORIDA, a municipality of the State of Florida (hereinafter "Town"), having its principal office at 6231 Estero Blvd, Fort Myers Beach, FL, and CARLOS L. CHAVEZ AS TRUSTEE FOR THE CARLOS L. CHAVEZ TRUST, (hereinafter "Owner/Developer"), whose address is 991 Aqua Lane, Fort Myers, FL 33919. Developer and the Town may hereinafter be individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Section 2-100 of the Town's Land Development Code ("LDC") authorizes the Town to enter into a Home Rule Development Agreement pursuant to Article VIII, § 1(f), of the Constitution of the State of Florida and F.S. chs. 163, 166, and 380, and specifically recognized by the State Legislature in F.S. §163.3220(5); and

WHEREAS, the Developer has requested approval of this Development Agreement pursuant to Sections 2-100 and 2-96 of the Town's Land Development Code and Resolution24-247, as amended; and

WHEREAS, Developer owns approximately 0.03 +/- acres (1,119 square feet) of land located within the Town, said property, is located seaward of the 1978 Coastal Construction Control Line (hereinafter "CCCL"), being legally described in Exhibit "A" attached hereto (hereinafter, "the Property"); and

WHEREAS, the Town and the Developer desire to enter into this Agreement to provide for the approval and a comprehensive understanding of the development parameters consistent with the Town's Land Development Code and Comprehensive Plan as set forth herein; and

WHEREAS, a public hearing was held before the Town of Fort Myers Beach Local Planning Agency("LPA") on the 14th day of October 2025, and the LPA reviewed the proposed Agreement and by a vote of __ to ___recommended _____to the Town Council; and

WHEREAS, the Town conducted two public hearings on the _____ day of _____, 2025, and the _____ day of _____, 2025, prior to entering into this Agreement, both of which were properly noticed on the Town's website and by mailing to affected property owners within a 500 foot radius of the boundaries of the real property at the addresses of such property owners found on the Lee County Property Appraiser's website prior to the first public hearings; and

WHEREAS, the Town Council has determined after consideration of the recommendation of the LPA, Town staff, and the information and testimony provided at the two public hearings, which provided an opportunity for comment, testimony, and evidence from the Developer, Town staff, and the public, the Town Council has determined that the Development Agreement is consistent with the Comprehensive Plan, reasonable and not arbitrary, and in the best interest of the Town and the residents of the Town Fort Myers Beach.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, for the purposes set forth in Section 2-100 and 2-96 of the Town's Land Development Code, the benefits to accrue to each party on its own behalf, and in the case of the Developer, and for other good and valuable consideration, the receipt of which the parties hereby acknowledge, the Town and the Developer agree as follows:

1. Recitals. The foregoing recitations are true and correct and are incorporated herein by reference. All exhibits to this Agreement are deemed a part hereof.

2. Property Subject to this Agreement. The real property described in Exhibit "A" is subject to the terms and conditions of this Agreement.

3. Ownership. Developer represents that it is the legal and equitable owner, having an interest in the Property pursuant to Instrument No.: 2020000015932 recorded January 17, 2020, in the Official Records of Lee County, Florida (Exhibit D), and as such may lawfully enter into this Agreement. The Town is in receipt of a title opinion from a Florida attorney upon which it can rely for the purpose of confirmation of the Developer's ownership representation.

4. Proposed Development and Use of Property. The proposed uses and development of the property will be consistent with the following:

A. The Property contains 0.03 acres (1,119 square feet), more or less. The proposed development will include a three-story mixed-use structure with a total of 2,787.5 square feet. The mixed-use structure will include an open area on the ground floor for a mobile vendor, food service use (including but not limited to an ice cream shop) and the second floor and third floors will be a one-bedroom, one-and-a-half-bathroom residence as depicted on the enclosed Exhibit C. Should a wave mitigation wall be erected in the Times Square District at a future time, the Developer may elect to convert the ground floor of the structure into an enclosed retail establishment, (including but not limited to an ice cream shop) with storage and a restroom. In the event the Developer elects this option in the future, the development will obtain all required permits through the Town of Fort Myers Beach and other required permitting authorities.

(1) Building Setbacks.

(a) The build-to line is zero (0) feet for all properties facing the Times Square pedestrian plaza. Minimum side setbacks are zero (0) feet for properties fronting Times Square. The applicable Town Code provisions require a minimum rear setback in Times Square of ten (10) feet, this development will eliminate the rear setback.

(b) Per LDC Sec. 34-995(e), the proposed structure may include cantilevered porches, balconies or arcades that extend forward of the build-to-line and into the Times Square Right-of-Way to provide shade to pedestrians as encouraged in the Downtown district.

(2) Drainage. No stormwater management system has been offered.

(3) Vehicular Access/Transportation. The development is located on Old San Carlos Boulevard. Vehicular Access is limited to service vehicles only.

(4) Parking. No onsite parking is required under applicable Town Code provisions.

(5) Commercial Area. The lot area of the property is 0.03 acres (1,119 square feet), more or less. The property is located within the Pedestrian Commercial Future Land Use category.

(6) Height: The zoned height of the structure will be 3 stories and a maximum of 30 feet from the minimum DEP required elevation (lowest horizontal structural member) mid-point of sloped roof, as permitted along the pedestrian plaza in Times Square, and an actual building height of +/- 47'-5" measured from grade to the highest peak of roof.

(7) Landscape: No trees and landscape have been provided – The request is for maximum built out.

B. Environmentally Sensitive Land. There are no environmentally sensitive lands on-site.

C. Threatened and Endangered Species. There are no threatened or endangered species on-site.

D. Conflicts. Any conflict between the matters set forth in this paragraph and other paragraphs in this Agreement will be resolved in favor of the terms and conditions in this Paragraph. Moreover, this Agreement identifies known instances in which the proposed redevelopment conflicts with the Town's existing Land Development Code. Any ambiguity with respect to whether this Development Agreement or an ordinance is to control will be interpreted to favor the ordinance. Failure of this Development Agreement to address a particular permit condition, term or restriction will not relieve the owner or developer of the necessity of complying with the laws governing said permitting requirements, conditions, terms or restrictions. Any matter or action required under existing ordinances of the town will not be otherwise amended, modified or waived, unless such modification, amendment or waiver is expressly provided for in the Development Agreement with specific reference to the Code provision so waived, modified or amended.

5. Public Facilities. The following public facilities will serve the Proposed Development on the Property:

A. Potable Water: Potable water will be supplied by the Town of Fort Myers Beach. The Town presently has adequate capacity to serve the Proposed

Development. Notwithstanding the foregoing, nothing in this Agreement will be interpreted nor is it the intent of the parties to create a reservation of capacity. Capacity for the project will be based on its availability at the time of submission of a development order application. The Developer is responsible for improvements to the utility system required to service the proposed development.

B. Sanitary Sewer: Wastewater services will be provided by Lee County Utilities (LCU). LCU presently has adequate capacity to serve the Proposed Development. Notwithstanding the foregoing, nothing in this Agreement will be interpreted nor is it the intent of the parties to create a reservation of capacity. Capacity for the project will be based on availability at the time of submission of a development order. The Developer is responsible for improvements to the utility system required to service the Proposed Development.

C. Solid Waste: Developer will coordinate solid waste services with Lee County, the Town, or a third-party service provider, adequate to serve the Proposed Development, prior to issuance of the development order. Notwithstanding the foregoing, this does not create a reservation of capacity. Capacity for the project will be based on availability at the time of submission of a building permit.

D. Drainage: Drainage will be in accordance with the applicable environmental resource permit ("ERP") to be issued by the South Florida Water Management District (“SFWMD”) for the Property. Prior to issuance of the development order, if applicable, Developer will provide plans related to storm water run-off into the Town’s system to the Town. The Developer is responsible for improvements to the drainage system required to service the proposed development.

E. Fire and Rescue: Fire control and rescue services will be provided by the Fort Myers Beach Fire Control District, and Emergency Medical Services will be provided by Lee County Emergency Medical

Services. The applicant for a building permit will be required to pay Fire and EMS impact fees.

In the event new or additional facilities are needed to serve the project, the Developer will bear the burden of the cost of such facilities to be constructed consistent with the dual rational nexus test, and provide a schedule to the Town to assure that the public facilities and services will be available concurrent with the impact of the development project for those facilities subject to concurrency consistent with Section 163.3180, F.S.

6. Impact Fees. Impact fees, when adopted by Town Ordinance for all new developments and change in use, will be calculated at time of issuance of a building permit and payment will be required consistent with Section 163.31801, F.S. Site-related improvements will be evaluated by the Town during the review of the development order application.

7. Development Permits May be required for Proposed Development. A list of all known governmental permits needed for the Proposed Development is set forth below:

Town of Fort Myers Beach Development Order
Town of Fort Myers Beach Building Permit
South Florida Water Management District Environmental Resource Permit
FDEP Wastewater Permit
FDEP Coastal Construction Permit
LCDOH Potable Water Permit
Lee County Right-of-Way Permit

The failure of this Agreement to address a particular permit, condition, term or restriction will not relieve the Developer of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions. The Developer will be responsible at its sole cost for obtaining any required approval and will not in any manner obligate the Town or any other governmental agency to grant other required permit approvals. Any reliance on this Agreement or expenditures in pursuance of its terms or any rights accruing to the Developer will not vest any development right in the Developer or the project to a continuation of this Agreement.

8. Developer Commitments and Obligations. For and in consideration of the benefits received pursuant to this Agreement, the Developer agrees to the following commitments, obligations, and associated public benefits which are deemed to be in the public interest:

NO OBLIGATIONS ARE SUBMITTED BY DEVELOPER

9. Deviations. The Deviations set forth in Exhibit B to this Agreement are incorporated by reference as if fully set forth herein and are granted pursuant to this Agreement.

10. Consistency with the Comprehensive Plan. The Proposed Development outlined in this Agreement is consistent with the Town of Fort Myers Beach Comprehensive Plan and Land Development Code.

11. Development Requirements. Prior to the issuance of any building permits being issued for the development the following must occur:

a. Utilities, which include water, sewer, gas, electricity, cable television, and other utilities will be reviewed during the development order review process; and

b. Drainage plans will be reviewed in accordance with Section 10-321, LDC; and

c. Grading plans and elevation requirements of the Town, including, but not limited to those related to the National Flood Insurance Program, will be reviewed during the Development Order review; and

d. The developer will provide a traffic impact statement as required by Section 10-286, LDC; and

e. Parking will be provided as required by Section 34-2020; and

f. All other Town requirements necessary for the initial building permits to build the proposed project on the Property shall have been satisfied.

12. Amendment.

A. This Agreement may be amended with the Parties' mutual consent, in writing signed by both Parties.

B. This Agreement may be amended administratively by Town staff and the Developer without the need for approval by Town Council to provide for changes to the site plan and/or the Conceptual Plans provided such changes do not include increased building intensity, density, increased height, reduction in open space, reduction in public benefits. Substantial Deviations from the approved Conceptual Plans will require approval by Town Council.

13. Notices. All notices required or permitted under this Agreement will be in writing and will be personally delivered or mailed by certified mail, return receipt requested to the following addresses, or to such other person or address as any Party may designate from time to time in writing:

If to the Developer: Carlos L. Chavez,
as Trustee of the Carlos L. Chavez Revocable Trust
50 Old San Carlos, Fort Myers Beach, FL 33931

With a copy to: Patrick Vanasse, AIPC
Land use planner and Partner
Neighborhood Company

5618 Whispering Willow Way,
Fort Myers Beach Fl 33908

If to the Town: Town Manager
Town Hall, 6321 Estero Blvd.
Fort Myers Beach, FL 33931

With a copy to: Town Attorney
Town Hall, 6321 Estero Blvd.
Fort Myers Beach, FL 33931

14. Remedies. Any material breach of this Agreement may be enforced by either party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting party has been given notice and ninety (90) days in which to cure the default. If the default cannot reasonably be cured within the ninety (90) day period, such period will be extended if the cure is commenced within such ninety (90) days and the defaulting party is proceeding with due diligence for such period reasonably required to complete such cure.

15. Governing Law. This Agreement will be construed and interpreted according to the laws of the State of Florida, and venue with respect to any litigation between the Parties related to this Agreement will be exclusively in Lee County, Florida.

16. Enforcement. In the event the Developer, upon approval of the Development Agreement, fails to comply with the terms of this Agreement, the Town may bring an action in a court of law with competent jurisdiction to protect its rights and interests as provided herein. All associated reasonable costs and attorney's fees will be reimbursed to the Town if an action at law is necessary regardless of whether the Town is the prevailing party thereunder. In no event will the Town be liable for payment of the Developer's attorney fees.

17. Post Development Agreement Liability. The parties acknowledge that the Town will not have any liability for any expenses or other damages that may be incurred as a result of denial of building permits due to the failure of the proposed development to meet the Town's requirements as to any Post-Development Agreement requirements.

18. Severability. If any part, term, or provision of this Agreement is held to be illegal, void, or unenforceable, the remaining portions or provisions of this Agreement will not be affected or impaired, each remaining provision will remain in full force and effect, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

19. Entire Agreement; Termination of Prior Agreements. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement will supersede all previous communications, representations, or agreements, either verbal or written, regarding the Proposed Development of the Property between the Parties.

20. Covenants Running with the Land and Successors and Assigns. The obligations imposed and entitlements created pursuant to this Agreement will run with the Property and bind Developer's successors and assigns to the covenants as set forth in this Agreement and will be enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees, and assigns. The obligations of the Developer may be assigned to one or more successor developers or property owners associations, and the Developer will thereafter be relieved of all obligations hereunder.

21. Effective Date and Duration This Agreement will become effective upon full execution by both Parties and recording of the Agreement in the Public Records of Lee County pursuant to paragraph 25 below. The Developer must apply for a development order for at least a portion of the development contemplated herein within five years of the effective date. In the event no building permits are applied for by the Developer within five years of the effective date, the Agreement will terminate. If requested by the Developer, the term of the Agreement may be extended at the sole discretion of the Town Council and a finding that the Developer is unable to fulfill its obligations due to circumstances beyond its control. The development of the project may proceed in phases in any sequence. Notwithstanding the provisions of this paragraph, unless terminated as provided herein, or pursuant to paragraph 13 above, the obligations imposed and entitlements created pursuant to this Agreement will run with the property will be enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees, and assigns.

23. Recording of Agreement. This Agreement will be recorded by the Town in the Public Records of Lee County within fourteen (14) days of approval by the Town. The costs of recording this Agreement will be paid by the Developer.

24. Representation and Warranties. The parties make the following representations to each other as stated herein:

A. The execution, delivery and performance of this Agreement by the Developer will not violate any law, or the terms of any agreement by which they are bound.

B. The Town and Developer have the power and authority to enter into this Agreement, and to perform the development as set forth herein, and all the documents have been duly authorized, executed, and delivered and the transactions contemplated herein have been duly authorized.

This Agreement constitutes a valid and legally binding obligation of the Developer and the Town after independent investigation by both of the information contained herein and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written below.

DRAFT

CARLOS L. CHAVEZ TRUSTEE FOR
CARLOS L. CHAVEZ TRUST

Witness:_____ _____

Print Name: _____ Print Name: _____

Address:_____ Title: _____

City/State: _____

Witness:_____ (Corporate Seal)

Print Name: _____

Address: _____

City/State: _____

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared _____to me known to be _____and that he acknowledged executing the same, freely and voluntarily, and who [__] is personally known to me, or [__] produced _____as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2025.

(NOTARY SEAL)

_____
Signature of Notary
Print Name: _____

ATTEST:

TOWN OF FORT MYERS BEACH, FLORIDA, a Florida municipal corporation

DRAFT

Amy Baker, Town Clerk
Date: _____

Dan Allers, Town Mayor
Date: _____

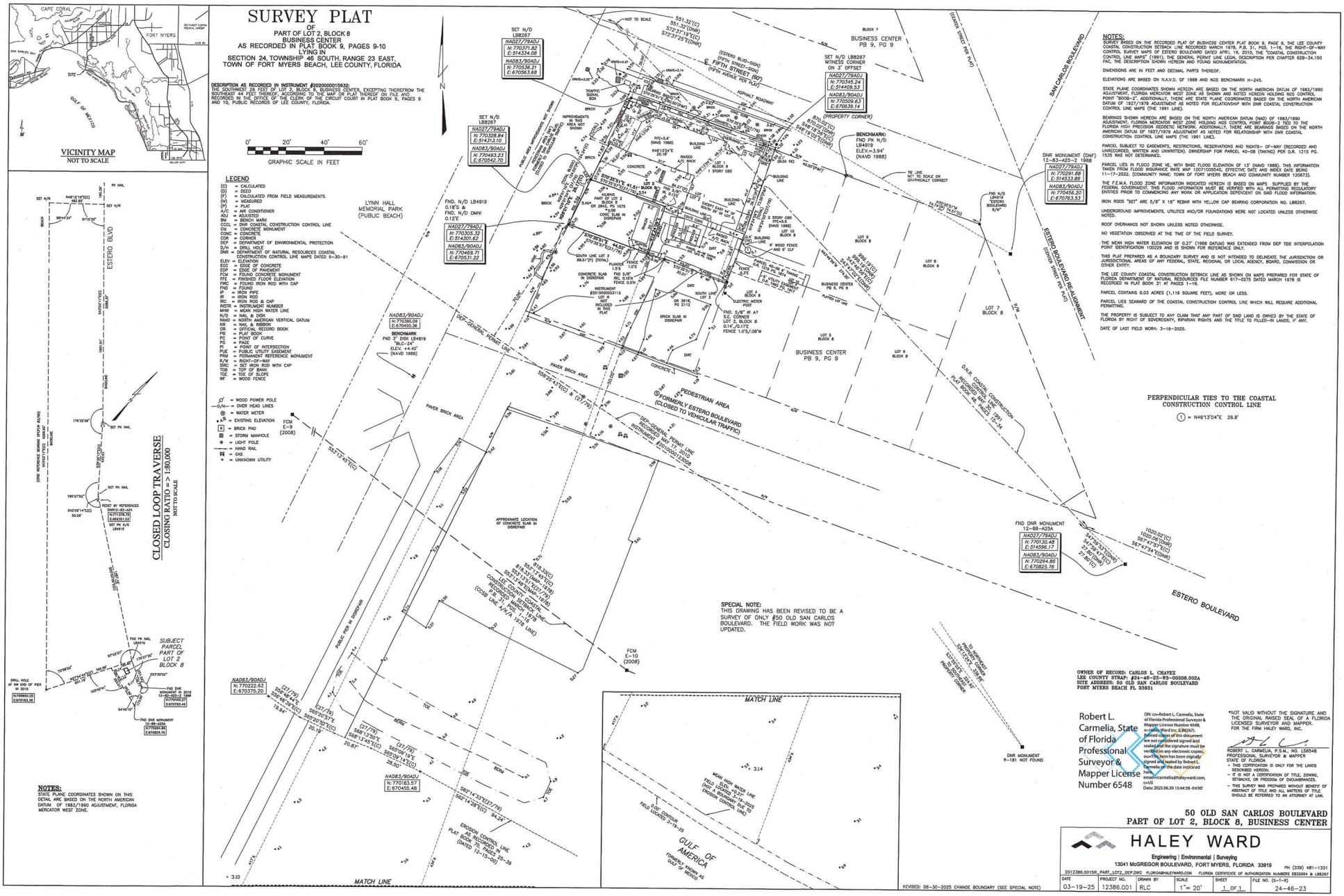
Approved as to form and legality for use and reliance only by the Town of Fort Myers Beach, Florida:

_____
Vose Law Firm, LLP, Town Attorney

Exhibits:

A. Survey and Legal Description of Subject Property
B. List of Deviation proposed by Developer
C. Site Plan for Floor Plans and Data
D. Title Opinion

DRAFT


SURVEY PLAT
OF
PART OF LOT 2, BLOCK 8
BUSINESS CENTER
AS RECORDED IN PLAT BOOK 9, PAGES 9-10
LYING IN
SECTION 24, TOWNSHIP 46 SOUTH, RANGE 23 EAST,
TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA
VICINITY MAP
NOT TO SCALE
GRAPHIC SCALE IN FEET
LEGEND
NOTES:
BUSINESS CENTER PB 9, PG 9
ESTERO BLVD
SAN CARLOS BOULEVARD
LYNN HALL MEMORIAL PARK (PUBLIC BEACH)
ESTERO BOULEVARD REALIGNMENT
ESTERO BOULEVARD
PERPENDICULAR TIES TO THE COASTAL CONSTRUCTION CONTROL LINE
CLOSED LOOP TRAVERSE
CLOSING RATIO => 1:80,000
NOT TO SCALE
SUBJECT PARCEL PART OF LOT 2 BLOCK 8
SPECIAL NOTE:
THIS DRAWING HAS BEEN REVISED TO BE A SURVEY OF ONLY #50 OLD SAN CARLOS BOULEVARD. THE FIELD WORK WAS NOT UPDATED.
OWNER OF RECORD: CARLOS L. CHAVEZ
LEE COUNTY STRAP: #24-46-23-W3-00008.002A
SITE ADDRESS: 50 OLD SAN CARLOS BOULEVARD
FORT MYERS BEACH FL 33931
Robert L. Carmelia, State of Florida Professional Surveyor & Mapper License Number 6548
*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
FOR THE FIRM HALEY WARD, INC.
ROBERT L. CARMELIA, P.S.M., NO. LS6548
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA
- THIS CERTIFICATION IS ONLY FOR THE LANDS DESCRIBED HEREIN.
- 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.
50 OLD SAN CARLOS BOULEVARD
PART OF LOT 2, BLOCK 8, BUSINESS CENTER
HALEY WARD
Engineering | Environmental | Surveying
13041 McGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919 PH (239) 481-1331
2012386.001SR_PART_LOT2_DEP.DWG FLORIDA@HALEYWARD.COM FLORIDA CERTIFICATE OF AUTHORIZATION NUMBERS EB32664 & LB6267
DATE 03-19-25 | PROJECT NO. 12386.001 | DRAWN BY: RLC | SCALE 1"= 20' | SHEET 1 OF 1 | FILE NO. (S-T-R) 24-46-23
REVISED: 06-30-2025 CHANGE BOUNDARY (SEE SPECIAL NOTE)

50 OLD SAN CARLOS BLVD. AERIAL LOCATION MAP

June 24, 2025 Air Photos: 2025 Hi-Res (3 inch) 1:572

HospitalLocations
Library Locations

School Locations
School Locations
CCC_Parks

County Boundary

Major Roads Medium
I - 75

US 41
Other Highways
Other Roads

Parcels Near

0 25 50 100 ft
0 5 10 20 m

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

Exhibit B

Deviations from the Code

1. Deviation from Section 34-674(b)(1) a.1. which requires a minimum rear setback of 10 feet to allow a zero-foot (0') rear setback.
2. Deviation from Section 34-675(c)(1) a. which requires a maximum FAR of 1.8 for the Times Square Pedestrian Plaza to allow a maximum FAR of 2.5 as permitted in the Pedestrian Commercial Future Land Use category.
3. Deviation from LDC Section 10-416(b) which requires building edge plantings for commercial and mixed-use buildings in the Downtown zoning district, to allow no edge plantings for the subject property.

GENERAL NOTES:

1. THIS SITE PLAN IS CONCEPTUAL IN NATURE. THE OVERALL CONFIGURATION, SIZE AND LOCATION OF THE STRUCTURE AND OTHER IMPROVEMENTS MAY VARY. FINAL DESIGN AND IMPROVEMENT DETAIL SWILL BE PROVIDED AS PART OF THE DEVELOPMENT ORDER (D.O.) PROCESS.
2. TOTAL SITE AREA: 0.03± ACRES (1,119 SQUARE FEET, MORE OR LESS)
3. FUTURE LAND USE DESIGNATION: PEDESTRIAN COMMERCIAL
4. EXISTING ZONING: DOWNTOWN
5. ALL OTHER DEVELOPMENT STANDARDS SHALL BE SET FOR IN LDC CHAPTER 24 OR OTHER APPLICABLE PROVISIONS OF THE LDC.

DEVELOPMENT STANDARDS:

MINIMUM SETBACKS

STREET : 0 FEET BUILD-TO LINE
SIDE: 0 FEET
REAR: 0 FEET

MAXIMUM HEIGHT:
30 FEET ABOVE DESIGN FLOOD ELEVATION, NO TALLER THAN 3 (THREE) STORIES

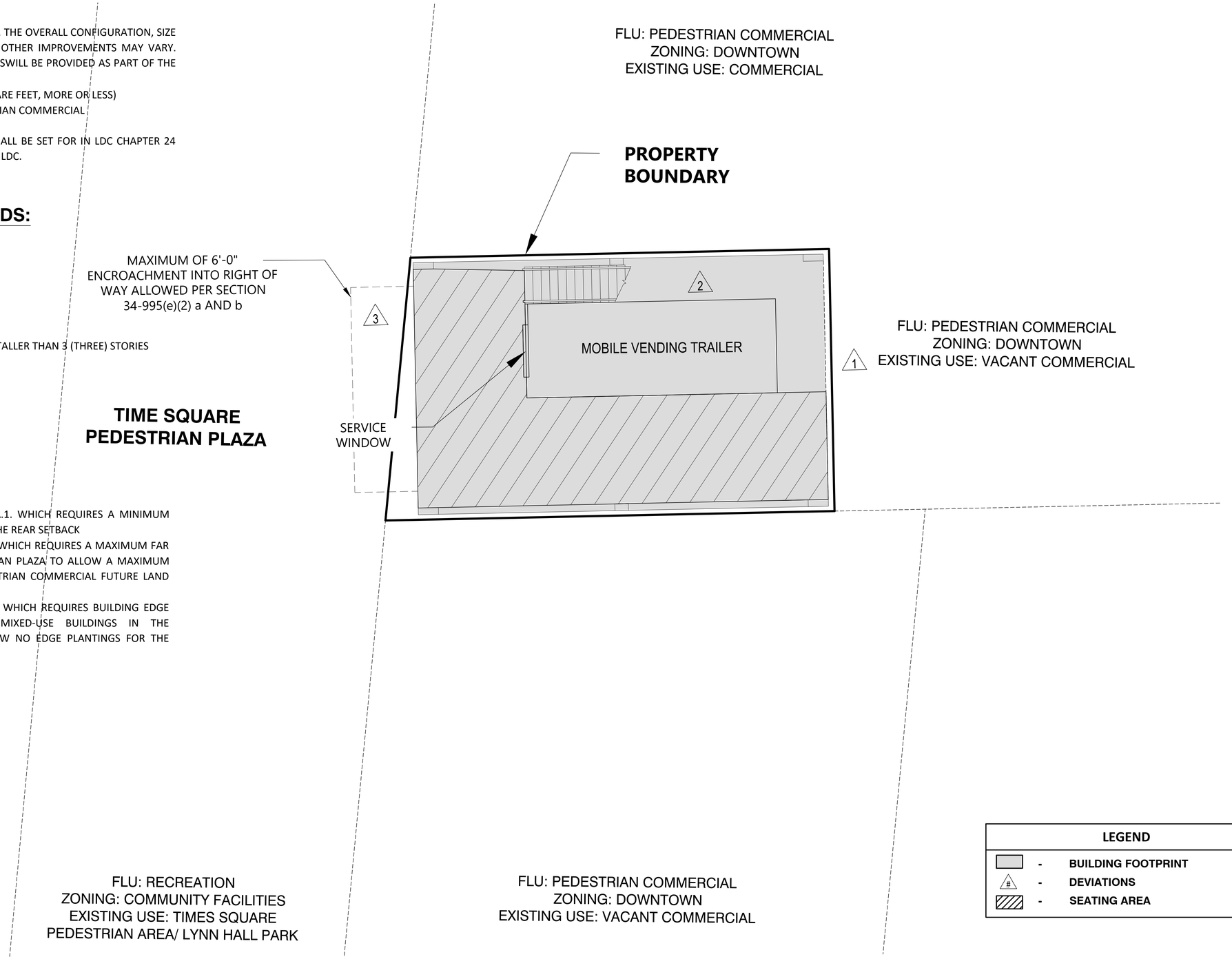
MAXIMUM INTENSITY AND DENSITY

INTENSITY: 2.5 FLOOR AREA RATIO (FAR)

DENSITY: 1 DWELLING UNIT

DEVIATIONS:

1. DEVIATION FROM SECTION 34-674(B)(1)A.1. WHICH REQUIRES A MINIMUM REAR SETBACK OF 10 FEET TO ELIMINATE THE REAR SETBACK
2. DEVIATION FROM SECTION 34-675(C)(1)A. WHICH REQUIRES A MAXIMUM FAR OF 1.8 FOR THE TIMES SQUARE PEDESTRIAN PLAZA TO ALLOW A MAXIMUM FAR OF 2.5 AS PERMITTED IN THE PEDESTRIAN COMMERCIAL FUTURE LAND USE CATEGORY.
3. DEVIATION FROM LDC SECTION 10-416(B) WHICH REQUIRES BUILDING EDGE PLANTINGS FOR COMMERCIAL AND MIXED-USE BUILDINGS IN THE DOWNTOWN ZONING DISTRICT, TO ALLOW NO EDGE PLANTINGS FOR THE SUBJECT PROPERTY.



LEGEND		
	-	BUILDING FOOTPRINT
#	-	DEVIATIONS
	-	SEATING AREA

N

5 0 5

#	REVISION	DRAWN	DATE

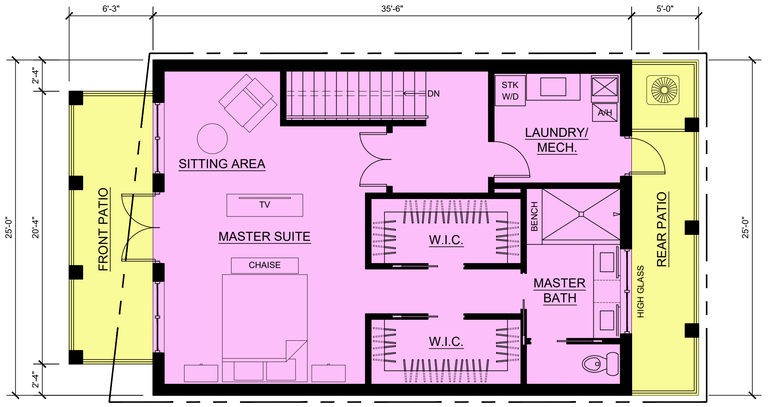
THE NEIGHBORHOOD COMPANY
5618 WHISPERING WILLOW WAY | FORT MYERS, FL 33908
WWW.THENEIGHBORHOOD.COMPANY

CLIENT: CARLOS L. CHAVEZ, TRUSTEE FOR CARLOS L. CHAVEZ TRUST

PROJECT: 50 OLD SAN CARLOS PROPERTY

TITLE: SITE PLAN

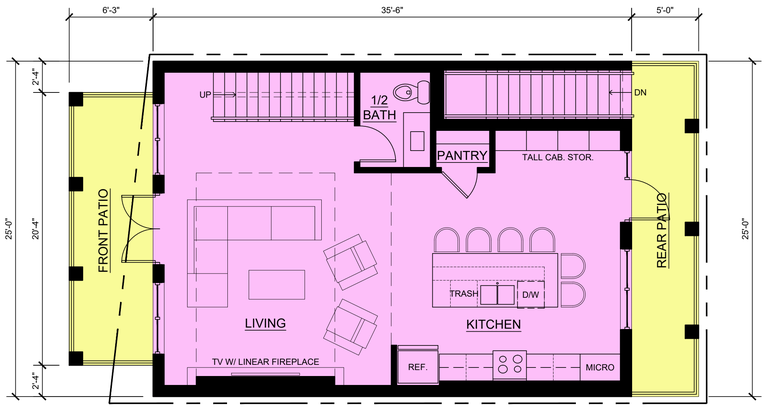
PROJECT NO: 220050.01.01
DATE: 06/25
DRAWN: F.L.
DESIGN: P.V.
SHEET NUMBER: 1 OF 2



NORTH

SCHEMATIC THIRD FLOOR PLAN

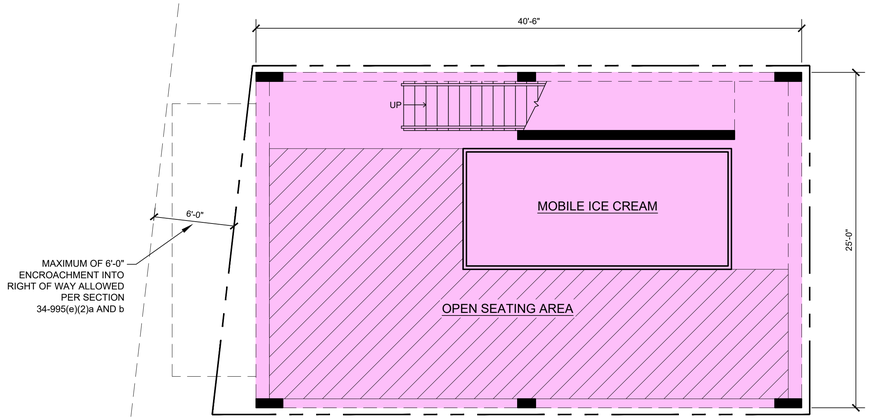
SCALE: 3/16" = 1'-0"



NORTH

SCHEMATIC SECOND FLOOR PLAN

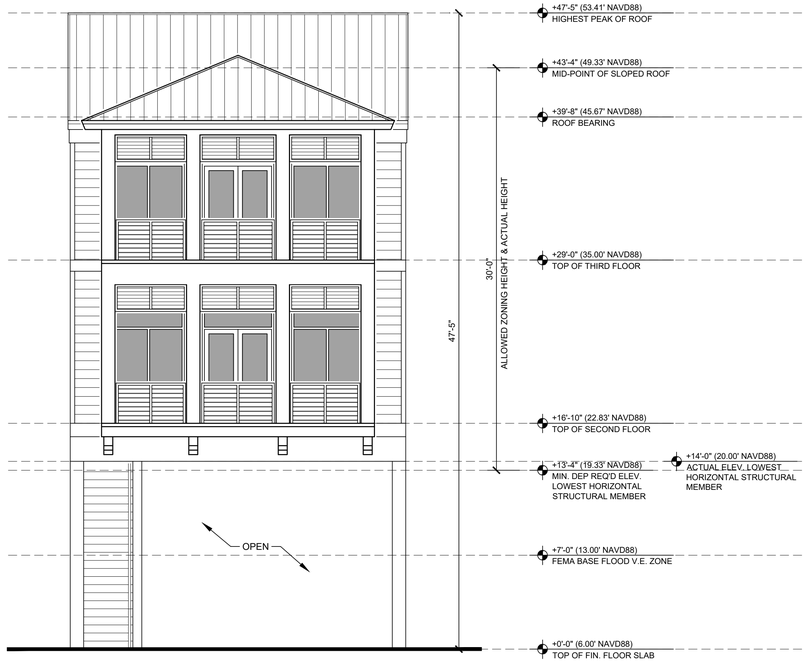
SCALE: 3/16" = 1'-0"



NORTH

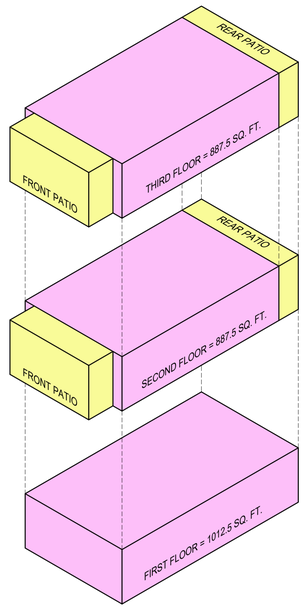
SCHEMATIC FIRST FLOOR PLAN - WITH MOBILE TRAILER

SCALE: 3/16" = 1'-0"



SCHEMATIC FRONT (WESTERN) ELEVATION

SCALE: 3/16" = 1'-0"



F.A.R. ISOMETRIC

SCALE: 1/16" = 1'-0"

BUILDING AREA ANALYSIS

FIRST FLOOR	1,012.5 SQ. FT.
SECOND FLOOR	887.5 SQ. FT.
THIRD FLOOR	887.5 SQ. FT.
TOTAL F.A.R. PROPOSED	2,787.5 SQ. FT.
MAXIMUM F.A.R. ALLOWED W/ 2.5 RATIO	2,797.5 SQ. FT.

*EXCLUDED FROM F.A.R.
-FRONT AND REAR EXTERIOR PATIOS
-252 SQ. FT. AT SECOND FLOOR
-252 SQ. FT. AT THIRD FLOOR

STUDIO AD ARCHITECT
6202 Presidential Ct Suite D
Fort Myers, FL 33919
T: 239.292.4098
apd@studioad.net
www.studioad.net

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A NEW BUILDING FOR: MELI'S ICE CREAM SHOP

50 OLD SAN CARLOS BLVD. AT TIMES SQUARE
FORT MYERS BEACH, FL

CONSULTANT:

STATE OF FLORIDA
ALBERT PAUL DAMBROSE
AR 93689
REGISTERED ARCHITECT

ALBERT DAMBROSE
AR93689

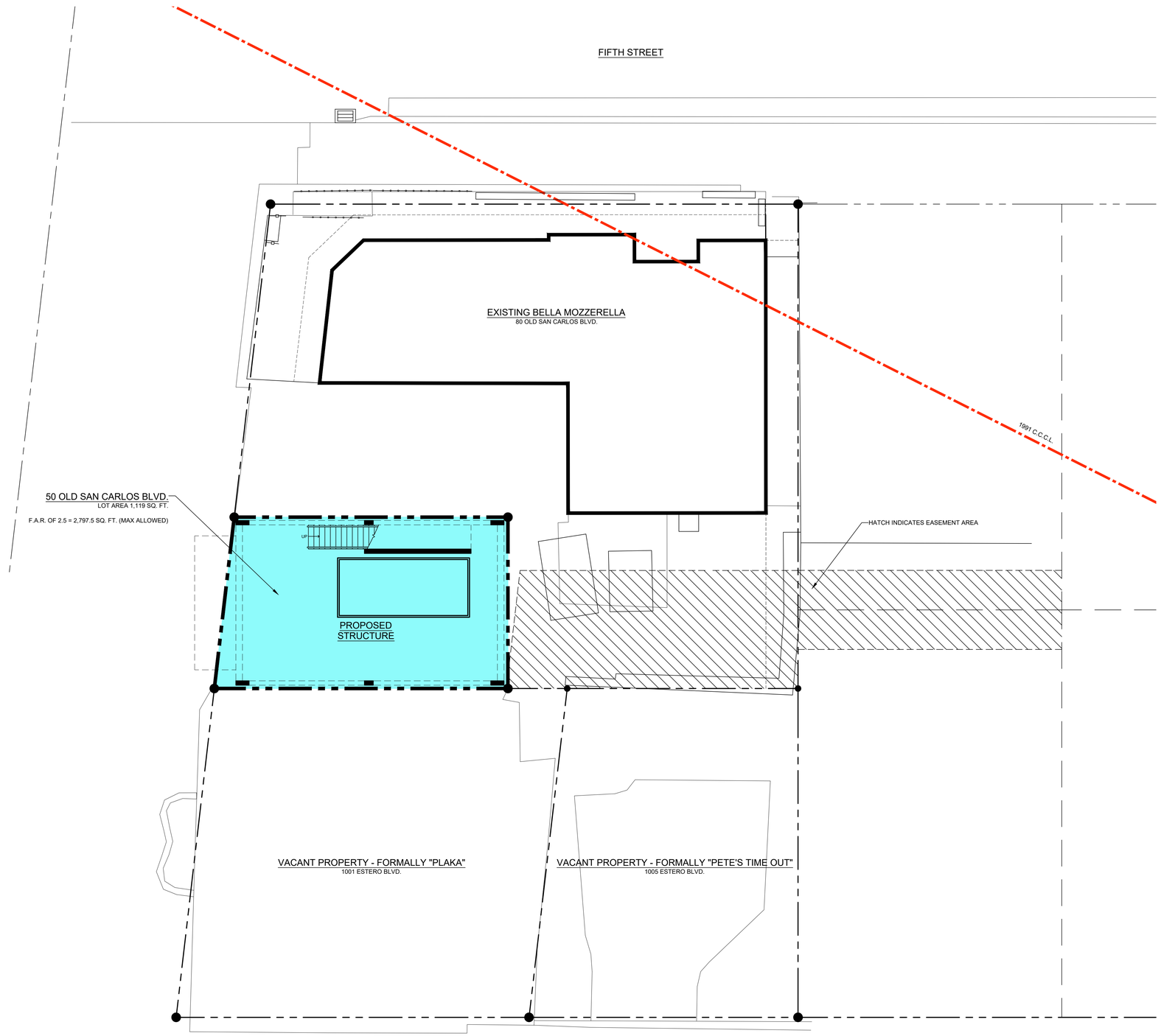
DATE ISSUED: 16 SEPT 2025

REVISIONS:

SHEET

D2

OF 3



NORTH

SCHEMATIC SITE PLAN

SCALE: 1/8" = 1'-0"

STUDIO AD ARCHITECT
6202 Presidential Ct Suite D
Fort Myers, FL 33919
T: 239.292.4098
apd@studioad.net
www.studioad.net

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A NEW BUILDING FOR: MELI'S ICE CREAM SHOP

50 OLD SAN CARLOS BLVD. AT TIMES SQUARE
FORT MYERS BEACH, FL

CONSULTANT:

STATE OF FLORIDA
ALBERT PAUL DAMBROSE
AR 93689
REGISTERED ARCHITECT

ALBERT DAMBROSE
AR93689

DATE ISSUED: 16 SEPT 2025

REVISIONS:

SHEET

D1

OF 3

SCHEMATIC FRONT (WESTERN) ELEVATION

N.T.S.

SCHEMATIC FRONT (WESTERN) ELEVATION

N.T.S.

STUDIO AD ARCHITECT

6202 Presidential Ct Suite D
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T: 239.292.4098

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A NEW BUILDING FOR:
MELI'S ICE CREAM SHOP
50 OLD SAN CARLOS BLVD. AT TIMES SQUARE
FORT MYERS BEACH, FL

CONSULTANT:

STATE OF FLORIDA
ALBERT PAUL DAMBROSE
AR 93689
REGISTERED ARCHITECT

ALBERT DAMBROSE
AR93689

DATE ISSUED: 16 SEPT 2025

REVISIONS:

SHEET

D3

OF 3

Henderson Franklin
ATTORNEYS AT LAW

1715 Monroe Street Post Office Box 280 •Fort Myers, FL 33902-0280 Tel: 239.344.1100• Fax: 239.344.1200• www.henlaw.com Bonita Springs • Naples

TITLE OPINION

This opinion is provided to: May 30, 2025

Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, FL 33991

I am an attorney licensed to practice law in the State of Florida and I have examined the ALTA Owner's Policy of Title Insurance issued by Old Republic National Title Insurance Company under Policy OF6-4173577 dated August 13, 2015, together with Title Update prepared by Old Republic National Title Insurance Company dated May 9, 2025 (with an effective search through May 9, 2025) under File No. 250071, copies of which are attached hereto (collectively, the "Title Reports") covering the real property described therein (the "Property"). Based upon my examination of the Title Reports, it is my opinion that as of May 9, 2025, the record title to the Property was vested in Carlos L. Chavez, as Trustee of the Carlos L. Chavez Revocable Trust ("Owner"), subject to mortgage(s), easement(s) and other matters expressly referenced in the Title Reports. Owner's contact information is c/o Carlos L. Chavez, as Trustee of the Carlos L. Chavez Revocable Trust, 991 Aqua Lane, Fort Myers, Florida 33919.

This Title Opinion is provided pursuant to the requirements of the Town of Fort Myers Beach Resolution 24-73 for the uses and purposes specifically stated therein, and is not to be used as the basis for issuance of an insurance commitment and/or policy or relied upon for any other purposes.

Respectfully submitted,

Richard B. Akin

Richard B. Akin, Esquire
Henderson, Franklin, Starnes & Holt, P.A.
1715 Monroe Street
Fort Myers, Florida 33901

RBA
Enclosures: Old Republic National Title Insurance Co.
Commitment for Title

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Commitment Number:	**Revision Number:**	**Issuing Office File Number:**	**Issuing Agent:**
1643826		250071	Victory Title Services, LLC
Property Address: 50 Old San Carlos Blvd., Fort Myers Beach, FL 33931	**Loan ID Number:**	**Issuing Office's ALTA® Registry ID:**	**Issuing Office:** 923 Del Prado Boulevard S., Suite 107, Cape Coral FL 33990

SCHEDULE A

1. Commitment Date: **May 9, 2025 at 11:00 PM**

2. Policy to be issued: Proposed Amount of Insurance:
   a. OWNER'S: 2021 ALTA® Owner's Policy with Florida Modifications
      Proposed Insured:
      The estate or interest to be insured: **Fee Simple as shown by instrument to be recorded in the Public Records of Lee County, Florida.**

   b. MORTGAGEE: 2021 ALTA® Loan Policy with Florida Modifications
      Proposed Insured:
      The estate or interest to be insured: **Fee Simple**

3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)* **Fee Simple**

4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)* **Carlos L. Chavez, as Trustee of the Carlos L. Chavez Revocable Trust**

5. The Land is described as follows:
   The Southwest 26 feet of Lot 2, Block 8, Business Center, excepting therefrom the Southeast 44 feet thereof, according to the map or plat on file and recorded in Plat Book 9, Pages 9 and 10, Public Records of Lee County, Florida.

Old Republic National Title Insurance Company
1408 N. Westshore Blvd., Ste. 900, Tampa, FL 32607, (612) 371-1111

Suzanne Scalise
AUTHORIZED SIGNATORY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Commitment Number: 1643826

Schedule B-I

Issuing Office File Number: 250071

REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   A. Warranty Deed from Carlos L. Chavez, individually and as Trustee of the Carlos L. Chavez Revocable Trust, joined by spouse, if married, or nonhomestead language, to the proposed purchaser(s).

5. Recording of Certification of Trust confirming the information as required by Sec. 736.1017(1), F.S., containing the confirmatory statement under Sec. 736.1017(3).

6. No open mortgage(s) were found of record. Agent should confirm with the owner that the property is free and clear.

7. An update of the title search must be completed just prior to the closing and the commitment must be endorsed to require clearance of, or take exception for, any additional title defects or adverse matters found.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Schedule B-II

Issuing Office File Number: 250071

EXCEPTIONS FROM COVERAGE

SOME HISTORICAL LAND RECORDS CONTAIN DISCRIMINATORY COVENANTS THAT ARE ILLEGAL AND UNENFORCEABLE BY LAW. THIS COMMITMENT AND THE POLICY TREAT ANY DISCRIMINATORY COVENANT IN A DOCUMENT REFERENCED IN SCHEDULE B AS IF EACH DISCRIMINATORY COVENANT IS REDACTED, REPUDIATED, REMOVED, AND NOT REPUBLISHED OR RECIRCULATED. ONLY THE REMAINING PROVISIONS OF THE DOCUMENT WILL BE EXCEPTED FROM COVERAGE.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. a. General or special taxes and assessments required to be paid in the year 2025 and subsequent years.

   b. Rights or claims of parties in possession not recorded in the Public Records.

   c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.

   d. Easements or claims of easements not recorded in the Public Records.

   e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.

3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

5. All matters contained on the Plat of Business Center, as recorded in Plat Book 9, Pages 9 and 10, Public Records of Lee County, Florida.

6. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.

7. Rights of the lessees under unrecorded leases.

OWNER'S POLICY OF TITLE INSURANCE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce but only to the extent of the violation or enforcement referred to in that notice.

(Covered Risks continued)

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By _____ President

Attest _____ Secretary

SERIAL
OF6 - 4173577

(Covered Risks continued)

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective

   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
   (i) to be timely, or
   (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

   (i) the occupancy, use, or enjoyment of the Land;

   (ii) the character, dimensions, or location of any improvement erected on the Land;

   (iii) the subdivision of land; or

   (iv) environmental protection;

   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters

   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

   (c) resulting in no loss or damage to the Insured Claimant;

   (d) attaching or created subsequent to Date of Policy; or

   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

   (a) a fraudulent conveyance or fraudulent transfer; or

   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) the term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

Old Republic National Title Insurance Company

OWNER'S TITLE INSURANCE POLICY

Issued 8/10/2020

For information about coverage or assistance in resolving complaints, call (612) 371-1111.

Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
OWNER'S POLICY

Schedule A

Policy No.: OF6-4173577
Date of Policy: August 13, 2015 **at** 9:07 AM

Fund File Number 211314
Agent's File Reference: JWR-Chavez

Amount of Insurance: $1,075,000.00

Premium: $5,262.50

Address Reference: 50 Old San Carlos Boulevard, Fort Myers Beach, FL 33931

1. **Name of Insured:**

   Carlos L. Chavez

2. **The estate or interest in the Land that is insured by this policy is** FEE SIMPLE **as shown by instrument recorded in** Instrument Number 2015000177016, **of the Public Records of Lee County, Florida.**

3. **Title is vested in:**
   Carlos L. Chavez

4. **The land referred to in this Policy is described as follows:**

   The Southwest 26 feet of Lot 2, Block 8, Business Center, excepting therefrom the Southeast 44 feet thereof, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court in Plat Book 9, Pges 9 and 10, Public Records of Lee County, Florida.

Old Republic National Title Insurance Company
400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

AGENT NO.: 742901
ISSUED BY: Kevin F Jursinski P.A.

MAILING ADDRESS:
15701 S Tamiami Trail
Ft Myers, FL 33908

AGENT'S SIGNATURE _____
Kevin F Jursinski, Esq.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
OWNER'S POLICY
Schedule B

Policy No.: OF6-4173577

Fund File Number 211314
Agent's File Reference: JWR-Chavez

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2015 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements or claims of easements not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor, or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

Items 2 and 5 are hereby deleted.

7. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
8. All matters contained on the Plat of Business Center, as recorded in Plat Book 9, Pages 9 and 10, Public Records of Lee County, Florida.
9. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.
10. Mortgage executed by Carlos L. Chavez, in favor of John W. Richard, as Trustee of the John W. Richard Revocable Trust U/T/A dated May 3, 1995, dated August 12, 2015, in the amount of $525,000.00, recorded August 13, 2015, in Instrument Number 2015000177017, of the Public Records of Lee County, Florida.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South
Minneapolis, Minnesota 55401
(612) 371-1111

PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides YOU with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have Joint Marketing Agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to non-public personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: (25-19)

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING OR DENYING A HOME RULE DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 50 OLD SAN CARLOS BOULEVARD, FORT MYERS BEACH, FL, STRAP NOS. 24-46-23-W3-00208.002A OWNED BY CARLOS L. CHAVEZ TRUSTEE FOR CARLOS L. CHAVEZ TRUST, 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 24-247 FOR THE PURPOSE OF REDEVELOPMENT OF THE PROPERTY TO ALLOW A MIXED USE DEVELOPMENT WITH COMMERCIAL AT THE OPEN GROUND LEVEL AND SINGLE FAMILY RESIDENTIAL ABOVE.; 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.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

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

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance is to create a Development agreement (DA) to allow redevelopment of property to a mixed use with commercial at the ground level and single family above in the Downtown zoning district. The parcel located at 50 San Carlos Blvd, generally identified as Strap Number 24-46-23-W3-00208.002A Fort Myers Beach.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, including the following, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are unlikely to be direct compliance costs associated with the ordinance.

The ordinance does not impose any new charge or fee on businesses.

There are no new charges or fees that will be imposed on businesses by the ordinance.

The Town will not likely incur additional costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
One property owner will be impacted by this proposed ordinance.

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

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE:	**Development Agreement**
CASE NUMBER:	**DA20250186**
CASE NAME:	**50 SAN CARLOS BLVD-KILWINS REDEVELOPMENT**
LPA HEARING DATE:	**October 14th, 2025, 9am**
STAFF RECOMMENDATION:	**Approval with conditions**
PREPARED/ SUBMITTED BY:	**Uma Sarmistha, Ph.D.**

I. APPLICATION SUMMARY

Applicant/Owner:	The Neighborhood Company (Applicant)
Request:	The applicant is requesting a Development Agreement to redevelop the subject property as a mixed-use with retail at ground level and residential above.
Subject property:	50 San Carlos Blvd.
Physical Address:	50 San Carlos Blvd
STRAP #:	24-46-23-W3-00208.002A
FLU:	Pedestrian Commercial
Zoning:	DOWNTOWN

Adjacent zoning and land uses:

North:	Downtown / PEDESTRIAN COMMERCIAL
South:	Downtown /PEDESTRIAN COMMERCIAL
East:	Downtown / PEDESTRIAN COMMERCIAL
West:	Community Facilities /RECREATION

II. BACKGROUND AND ANALYSIS

Background:
The Neighborhood Company, representing the Carlos L. Chavez Trust, seeks approval for a Development Agreement with deviations to redevelop the former Kilwin's Chocolates site within the Times Square Pedestrian Plaza. The proposed project includes a three-story mixed-use building with a mobile ice cream vending operation on the ground floor and residential units on the second and third floors.

The property is approximately 0.03 acres (1,119 sq. ft.), located across from Lynn Hall Memorial Park and about 100 feet from the Fort Myers Beach Pier. The area sustained significant damage from Hurricanes Ian, Helene, and Milton. Redevelopment efforts are guided by the Comprehensive Plan, which envisions a vibrant, pedestrian-friendly public realm.

Design and Compliance:
The proposed coastal design includes balconies extending beyond the build-to line, consistent with LDC Section 34-995(e)(2)a and b. These elements enhance visual interest and provide shade and shelter for pedestrians. While the design adheres to most Downtown district standards, the applicant requested for three deviations due to site constraints:
1. Rear Setback: Deviation from Section 34-674(b)(1)a.1 to allow a zero-foot rear setback.
2. Floor Area Ratio (FAR): Deviation from Section 34-675(c)(1)a to increase FAR from 1.8 to 2.5.
3. Edge Plantings: Deviation from LDC Section 10-416(b) to waive the requirement for building edge plantings.

At the Town LPA hearing on October 14th, 2025, the LPA conducted a public hearing regarding the petition. The LPA members heard the petition from applicants, staff and attorney. Applicant attorney Akin suggested five language change in the DA.
The LPA voted 7-0 to recommend approval to the Town Council and directed town attorney to discuss the requested language change in DA proposed by applicant attorney. Additional requirements include:

- Alternatives to construction staging and materials, given the site's tight layout and traffic.
- Potted plants in the location.

Analysis:

The proposed development supports infill in the Downtown district and aligns with the Comprehensive Plan's vision for Times Square. The previous structure was non-conforming, built before current codes. The new proposal aims to comply with the Land Development Code and Comprehensive Plan, requesting deviations only where necessary.

The property is approximately 0.03 acres (1,119 sq. ft.), located across from Lynn Hall Memorial Park and about 100 feet from the Fort Myers Beach Pier. The area sustained significant damage from Hurricanes Ian, Helene, and Milton. Redevelopment efforts are guided by the Comprehensive Plan, which envisions a vibrant, pedestrian-friendly public realm. However, to redevelop the property with suitable size, the applicant submitted a Development Agreement with deviations in accordance with the procedures outlined in Resolution #24-247.

The Comprehensive Plan and the Land Development Code (LDC) have outlined the anticipated redevelopment of the Downtown Zoning District. A Community Redevelopment Agency (CRA) plan was adopted in 1993, and the comprehensive plan's land use policies incorporate this CRA plan by focusing on improvements to the district. The comprehensive plan specifically addresses the desired types of development in Times Square, the important improvements needed in the area, and height regulations. The proposed development aligns with the goals, objectives, and policies set forth in the Comprehensive Plan.

GOAL 4: To keep Fort Myers Beach a healthy and vibrant "small town," while capitalizing on the vitality and amenities available in a beach–resort environment and minimizing the damage that a hurricane could inflict.

OBJECTIVE 4-A SMALL-TOWN CHARACTER — Maintain the small-town character of Fort Myers Beach and the pedestrian-oriented "public realm" that allows people to move around without their cars even in the midst of peak-season congestion.

Applicant Response and Staff comment: The proposed project at the Times Square Pedestrian Plaza aims to support and enhance the pedestrian-friendly environment that is desired by the town for the redevelopment of the plaza. The ground-floor ice cream shop will promote pedestrian and bicycle traffic. The project is designed at a scale that preserves the small-town character of the area and will seamlessly integrate with future redevelopment efforts for Times Square. The proposed uses, architecture, scale, and location ensure that this project will further enhance the community.

***Policy 4-B-6**: "PEDESTRIAN COMMERCIAL": a primarily commercial district applied to the intense activity centers of Times Square (including Old San Carlos and nearby portions of Estero Boulevard) and the area around the Villa Santini Plaza. For new development, the maximum density is 6 dwelling units per acre (except where the Future Land Use Map's "platted overlay"*

indicates a maxi- mum density of 10 units per acre for afford- able units consistent with the adopted redevelopment plan). Commercial activities must contribute to the pedestrian-oriented public realm as described in this comprehensive plan and must meet the design concepts of this plan and the Land Development Code. Where commercial uses are permitted, residential uses are encouraged in upper floors.

Applicant Response and Staff comment: The proposed development is well-aligned with the allowed density and intensity for Times Square, promoting a vibrant "pedestrian-oriented public realm." By incorporating a residential unit above the commercial space, it strengthens the community aspect highlighted in the policy. At present, the Times Square Plaza offers limited options for visitors, primarily temporary ones. The introduction of a permanent mobile ice cream shop will not only draw more people to the plaza but also enhance the experience with covered seating for patrons, creating a welcoming and enjoyable atmosphere.

Policy 4-C-2 Commercial Intensity: The maximum intensity of allowable commercial development in **any category may be controlled by height regulations (see Policy 4-C-4) or by other provisions of this plan and the Land Development Code. Standards in the Land Development Code will encourage more intense commercial uses only in the "Pedestrian Commercial" category. The Land Development Code shall specify maximum commercial intensities using floor-area-ratios (the total floor area of the building divided by the area of the site in the category allowing commercial uses). The Land Development Code may allow floor-area-ratios in the "Pedestrian Commercial" category as high as 2.5, and in other categories as high as 1.5.**

Applicant Response and Staff comment: The proposed redevelopment involves constructing a three-story mixed-use building with a floor area ratio (FAR) of 2.5. Currently, the property's zoning allows a maximum FAR of 1.8. This proposed FAR aligns with the Comprehensive Plan's Pedestrian Commercial category. The subject property measures 0.03 acres (approximately 1,119 square feet). To create a reasonably sized and financially viable building, that will create an appropriate infill development for a Pedestrian Plaza.

Policy 4-C-4 Building Heights: The Land Development Code shall limit the height of new buildings under most conditions to two stories above flood elevation (exceptions may include the build back situations (see Policies 4-D-1 and 4-E-1), and different heights may be applied to officially designated redevelopment areas such as Times Square, Red Coconut/Gulf View Colony, and Villa Santini Plaza).

Applicant Response and Staff comment: The building will be three stories and will comply with all FEMA, DEP, Florida Building Code, and local regulations. As shown in the enclosed architectural exhibit (Exhibit C), the structure is two stories above flood elevation and meets zoned height restrictions.

List of Uses

The proposed DA, with a FAR of 2.5, provides the following uses of the subject property:

1. Commercial Space. Approximately 1000 square feet of commercial space is provided in this development. Uses include Ice cream shop/ mobile vender.

2. Residential Unit. A two-story single-family unit above the retail with a total square feet of 1775 (887.5 each story).

Deviations from the Code

The attached document entitled *Project Narrative* includes the applicant's complete justification for the deviations on 8-9.

1. Deviation from Section 34-674(b)(1)a.1. which requires a minimum rear setback of 10 feet to allow a zero-foot (0') rear setback.

2. Deviation from Section 34-675(c)(1) a. which requires a maximum FAR of 1.8 for the Times Square Pedestrian Plaza to allow a maximum FAR of 2.5 as permitted in the Pedestrian Commercial Future Land Use category.
3. Deviation from LDC Section 10-416(b) which requires building edge plantings for commercial and mixed-use buildings in the Downtown zoning district, to allow no edge plantings for the subject property.

General Description of Development

The proposed DA consists of three stories: a ground floor with commercial space and single-family residential units above. The ground floor will be open and designed to allow for mobile ice cream vending, with no permanent structures. The second and third floors will contain single-family residences.

The applicant has noted that the Town of Fort Myers Beach is currently studying wave mitigation walls to strengthen the shoreline. This initiative could potentially enable properties in the Times Square area to be removed from the V-Zone. If the mitigation plan is successful, there may be an opportunity to develop on the ground floor. However, the town has not yet established any regulations regarding this matter.

The proposed retail and residential uses are permitted right within the Downtown district, as outlined in the Land Development Code. However, in the current plan, there is no on-site parking or stormwater, and three deviations are requested.

Deviation #1 Deviation from LDC Section 34-674(b)(1)a.1. Allowing minimum rear setback line of 10 feet for parcels within the Downtown Zoning District and facing the Times Square Pedestrian Plaza to zero (0) rear setback.

Applicant Justification: Due to the property's limited dimensions—approximately 26 feet in width and 44 feet in depth—strict adherence to the ten-foot setback would restrict the building's depth to 34 feet and its footprint to 884 square feet. This limitation greatly hinders the ability to construct a commercially viable retail space that complies with the current Land Development Code. The requested deviation would allow the building to be positioned with a zero-foot setback at the rear property line, enabling a more functional and appropriately sized structure for a retail establishment. Access to the rear of the building will be available to property owners and employees. Eliminating the rear setback will not harm or detract from the adjoining property owners, as this property abuts a common access easement that cannot be developed by neighboring properties. Additionally, a portion of the property partially borders land that is under the same ownership. This area is shown in the survey and the architectural exhibits (Exhibit C). The building will be constructed to meet all fire and life safety regulations.

Deviation #2 Deviation from Section 34-675(c)(1)a. Allowing maximum FAR of 1.8 to a maximum FAR of 2.5 as permitted in the Pedestrian Commercial Future Land Use category.

Applicant Justification: Due to the property's limited size of approximately 0.03 acres (1,119 sq. ft.), current zoning regulations restrict the building to a maximum FAR of 1.8, which allows for a total of 2,014 square feet. This limitation presents a significant challenge in developing a commercially viable ground floor space and a modest-sized residential unit above. The requested deviation would allow for an FAR of 2.5, resulting in an additional 783 square feet. This extra space at the ground level would accommodate a mobile vending ice cream shop that can be easily maneuvered under the building. Additionally, the extra square footage for the residential unit would ensure an adequate living space on the second floor and provide a one-bedroom unit on the third floor.

DEVIATION #3 Deviation from LDC Section 10-416(b), Allowing no edge planning requirement for the subject property.

Applicant Justification: The subject property is quite small, measuring approximately 0.03 acres, and is situated directly along the Times Square pedestrian plaza. The design for the proposed building places the structure very close to the right-of-way, allowing minimal space for edge plantings. Additionally, the planters and hardscaping in Times Square should follow a cohesive design theme that is consistent throughout the entire public plaza. This should be done in a way that does not obstruct pedestrian traffic or create safety hazards. Furthermore, the mobile

vending operation will require the ability to easily maneuver a trailer and light-duty truck under the proposed structure. Having permanent edge plantings would restrict access and pose an unnecessary hardship.

Neighborhood Compatibility and Public Benefit:

The neighborhoods surrounding the subject site are planned for mixed-use development, specifically in the Downtown Times Square Pedestrian Commercial Plaza. The proposed mixed-use structure is thoughtfully designed to align with the town's vision for Times Square. It features ground-level retail space along the pedestrian plaza, along with a residential unit situated above the commercial area.

Approval of this project will accelerate the redevelopment of Times Square and support the goal of transforming Times Square, Old San Carlos, and the proposed bayfront plaza into a cohesive, pedestrian-friendly "*Main Street*" that connects the island from the Gulf to the Bay. The proposed development adheres to the permitted density and intensity for Times Square. It will enhance the "pedestrian-oriented public realm" and provide a residential unit above the commercial space, as outlined in this policy.

The building's vertical mixed-use design and coastal architectural style align well with the Town's vision and development goals for this area. Furthermore, the proposed redevelopment will restore the economic viability of this parcel and contribute to the Town's tax revenues.

Findings and Conclusions:

The applicant has provided a DA meeting the minimum statutory requirements of the Code of Ordinances. The DA has been processed in accordance with the procedures in the Administrative Code.

RECOMMENDATION

The development agreement included in your agenda packet results from preliminary negotiations between the applicant and Town staff, in accordance with the processes and procedures outlined in the administrative code section (Ordinance 24-247, attached as Exhibit B). The proposed uses and some of the suggested public benefits align with the policies of the comprehensive plan.

Staff recommend the following items for discussion: -

1. Currently, there is no stormwater management plan in place. However, the development will need to establish either a dedicated stormwater facility or provide evidence of access to a shared stormwater pond in the plaza area.

2. Given the zero-rear setback (deviation #1), staff recommend incorporating landscaping or a stormwater facility, as this would be beneficial to the Town.
3. Building design considerations should ensure both cohesion and aesthetic appeal.
4. A separate signage plan must be submitted before the building permit can be issued. Staff recommend that the Local Planning Agency (LPA) ask questions of the applicant, suggest any modifications, and make recommendations for adoption or changes to the Town Council.

At the Town LPA hearing on October 14th, 2025, the LPA conducted a public hearing regarding the petition. The LPA members heard the petition from applicants, staff and attorney. Applicant attorney Akin suggested some language change in the DA.
The LPA voted 7-0 to recommend approval to the Town Council and directed town attorney to discuss the requested language change in DA proposed by applicant attorney. Additional requirement includes:

- Alternatives to construction staging and materials, given the site's tight layout and traffic.
- Potted plants in the location.

CONDITIONS OF APPROVAL
Conditions of approval are contained within the DA.

V. EXHIBITS

A. DA FMB 50 Old San Carlos
B. Application packet and Site Plan
C. Applicant Narrative

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-90**

1. **Request:**

Meeting Date: November 17, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20250228 TO ALLOW CONSUMPTION ON PREMISES (COP) IN THE OUTDOOR PATIO AT THIRD FLOOR WITHIN 500 FEET OF DWELLING UNITS FOR THE PROPERTY LOCATED AT 1741 ESTERO BLVD. GENERALLY IDENTIFIED AS STRAP NUMBER 19-46-24-W4-0080B.0010; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

LPA reviews the application to make recommendations for Town Council consideration.

What the action accomplishes:

Town Council will consider the recommendations by LPA.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
PUBLIC HEARINGS	Resolution	Uma Sarmistha, Senior Planner

5. **Background:**

Before Hurricane Ian, the property at 1741 Estero Blvd was a single-story retail commercial. The property is in the Downtown zoning district and Pedestrian Commercial Future Land Use. The applicant received approval for redevelopment of the property as a three-story mixed-use building including retail and lodging (DO20250023 approved on June 30,2025). In December of 2024, the site was approved with a variance (VAR20250270) from LDC 1) Sec. 34 674(b)(1)(a) of 1 foot encroachment into the rear setback for a rear setback of 21 feet from the rear property line for the mechanical equipment, and a variance of 5 feet 7 inches for a rear setback of 19 feet 5 inches for a dumpster enclosure, 2) Sec. 34-677(b)(3) a variance for the non-implementation of a 15 foot landscape buffer between a parking lot and public street, 3) Sec. 34 677(b)(3) a variance for the non-implementation of a required 15 foot landscape buffer between a commercial property and a residential lot, 4) Sec. 34-676(b)(1) a variance for off-street parking to not be situated in the rear yard but in the front, 5) Sec. 34-674(a)(1) a variance of 20 additional feet from the required 5 to 10 feet build to line off of Miramar Street for a street setback of 30 feet, 6) and Sec. 34-2013(a)(3) a variance to exceed the maximum width of a parking lot entrance at the property line of 25 feet to 88 feet along Miramar Street to build a new mixed-use structure in the Downtown zoning district. The new application proposes a variance (20240270) for a reduction in parking (VAR 20250227) for the property and a Special Exception (SEZ 20250228) for COP for the outdoor sitting area to the restaurant. The proposed application is requested due to the change in use for the 3rd floor from lodging to a family entertainment venue, “Beachside Arcade and Pizza,” featuring young children's game stations, a pizzeria, and indoor and outdoor patio seating for beer and wine.

At the Town LPA hearing on October 14th, 2025, the LPA conducted a public hearing, including taking testimony from the applicant, staff, and the public regarding the petition. The LPA voted 4-1 to recommend approval to the Town Council with following conditions added:Eliminating the word amplification in condition number three, replacing condition four with the hours of service and operation from 10:00 a.m. to 10:00 p.m.

Attachments:

1. NS TC SEZ Resolution 25-320- Goodz- LPA reco

2. TC Goodz SEZ Staff Report Goodz (1)
3. EXHIBIT A: Outdoor COP Markup -Final Plans

Financial Impact:
Unknown

6. **Alternative Action**
Deny

7. **Management Recommendations:**
Approval with Conditions

8. **Recommended Approval:**

Uma Sarmistha, Senior Planner	Created/Initiated - 11/6/2025
Georgina Cid, Community Development Manager	Approved - 11/6/2025
Frankie Kropacek, Community Development Director	Approved - 11/6/2025
nancy stuparich, Town Attorney	Approved - 11/6/2025
Amy Baker, Town Clerk	Approved - 11/7/2025
William McKannay, Town Manager	Final Approval - 11/7/2025

RESOLUTION NUMBER 25-320
(Special Exception – The Goodz)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/ APPROVING WITH CONDITIONS/ DENYING SPECIAL EXCEPTION SEZ20250228 TO ALLOW CONSUMPTION ON PREMISES (COP) ON THE OUTDOOR PATIO ON THE THIRD FLOOR FOR THE PROPERTY LOCATED AT 1741 ESTERO BLVD. GENERALLY IDENTIFIED AS STRAP NUMBER 19-46-24-W4-0080B.0010; WITHIN 500 FEET OF RESIDENTIAL DWELLINGS; 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 Belger Properties Partnership is the owner and Applicant for a special exception to allow the consumption of wine and beer in the outdoor sitting area on the third floor of property located at 1741 Estero Blvd, Fort Myers Beach (the "Property"), which is located within 500 feet of dwelling units; and

WHEREAS, the STRAP number for the Property is 19-46-24-W4-0080B.0010; and

WHEREAS, the Property is located in the "Pedestrian Commercial" category of the Future Land Use Map of the Comprehensive Plan and the "Downtown" zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, Section 34-88 of the Land Development Code ("LDC") sets forth the following criteria for the Town Council to evaluate and approve/ approve with conditions/ deny a special exception

A. Whether there exist changed or changing conditions which make approval of the request appropriate.

B. The testimony of any applicant.

C. The recommendation of staff and of the local planning agency.

D. The testimony of the public.

E. Whether the request is consistent with the goals, objectives, policies and intent of the Fort Myers Beach Comprehensive Plan.

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

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

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

I. Whether a requested use will be in compliance with applicable general zoning provisions and supplemental regulations pertaining to the use set forth in this chapter.

WHEREAS, Section 34-1264(a)(2) of the LDC further provides additional criteria for approval of a special exception for consumption of alcohol on premises as follows:

a. A special exception for consumption on the premises shall be required for:
   1. Any establishment not covered by subsection (a)(1) of this section; or
   2. Any establishment which provides outdoor seating areas for its patrons consuming alcoholic beverages, except that a restaurant may have outdoor seating approved administratively provided the outdoor seating area is not within 500 feet of a place of worship, religious facility, school (noncommercial), day care center (child), park, or dwelling unit under separate ownership.
b. The burden of proof that the grant of the special exception will not have an adverse effect on surrounding properties lies with the applicant.
c. A single special exception for consumption on the premises for a multiple-occupancy complex in a conventional zoning district shall be sufficient to permit consumption on the premises in every restaurant which exists or may be established within the multiple-occupancy complex.

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on October 14, 2025, 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; and

WHEREAS, the LPA found the request for the special exception (SEZ) for COP as shown on a corresponding Master Concept Plan, (Exhibit A) is consistent with the Comprehensive Plan and Land Development Code and thereafter the LPA voted 4 -1 to recommend approval of the special exception request. and

WHEREAS, on November 17, 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 in the best interest of the Town to approve/ approve with conditions/ deny the request.

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

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

Section 2. **Findings and Determination.**

a. Based on competent substantial evidence presented during the public hearing before the Town Council, the Town Council finds and determines that 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. The Town Council specifically finds that the proposed special exception to include outdoor consumption of alcoholic beverages on the outdoor patio located on the third floor of the restaurant located on Property is consistent with the Comprehensive Plan. The request is made due to a change in use. The hotel use of the Property has been substituted with use as a restaurant. Although the request is within 500 feet of dwelling units, the request is compatible with existing or planned adjacent uses and not cause damage, hazard, nuisance, or other detriment to persons or property. The requested use will be in compliance with applicable general zoning provisions and supplemental regulations pertaining to the outdoor consumption of alcoholic beverages as forth in Section 34-1264(a)(2).

b. Accordingly, the Town Council **approves / approves with conditions / denies** the requested special exception as provided herein for the outdoor consumption on premise with Exhibit A - Concept Site Plan with COP Markup;

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

Section 4. If the Town Council approves the requested special exception the following conditions of approval are imposed on the Applicant and the Property:

1. The sale and consumption of alcoholic beverages on the 3rd floor patio (768 sq ft.) must be consistent with the LDC code related to on-premises consumption in the restaurant (sec 34-1264 (k)).

2. All music and entertainment on the property will be in compliance with the Town's noise regulations.

3. Music will be limited from the hours of 11 AM to 9 PM on weekdays and from 11 AM to 10 PM on weekends.

4. The hour of operation / service of alcohol is limited to 10 AM to 10 PM,

5. ~~Games in the entertainment area cannot include loud electronic beeping, ringing, or buzzing.~~

6. Any game and arcade activity that allows only 18 and above is prohibited in the location.

7. The dumpster enclosure shall be refurbished, in coordination with the solid waste carrier, to allow closure of the doors. Solid waste pickup shall be provided six days a week (excluding Sundays).

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

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

ADOPTED this __th day of November 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:

_____
Nancy Stuparich, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of August 2025.

ATTACHMENTS
Exhibit A – Conceptual Site Plan with COP mark-up

DRAFT

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE:	**Special Exceptions & Variance**
CASE NUMBER:	**SEZ20250228 & VAR20250227**
CASE NAME:	**1741 Estero Blvd** **SEZ: LDC 34-1264 (a)(2)(2) Consumption on Premises (COP) outdoors within 500 feet of dwelling units, and.** **VAR: Sec. 34-2020(d)(2)(h) from the minimum required parking spaces**
LPA HEARING DATE:	**October 14, 2025 at 9:00 AM**
STAFF RECOMMENDATION:	**Approve** with condition: Special Exception for COP **Approve** with condition: Variance for Parking Reduction
PREPARED/ SUBMITTED BY:	**Uma Sarmistha, Ph.D.**

I. APPLICATION SUMMARY

Applicant/Owner:	Belger Properties Partnership
Request:	A special exception to allow a COP within 500 feet of residences, requesting to serve beer and wine in outdoor patio (768 sf) on third flood of the building, AND an amendment to Variance (VAR20240270) to add a Variance for the parking requirements to provide 18 parking spaces for the mixed-use development.
Subject property:	See attached site plan
Physical Address:	1741 Estero Blvd
STRAP #:	19-46-24-W4-0080B.0010
FLU:	Pedestrian Commercial

Zoning:	Downtown

Adjacent zoning and land uses:

North:	Downtown/Single-Family
South :	Downtown/Commercial and Single-Family
East:	DOWNTOWN and RESIDENTIAL CONSERVATION (RC)/ Commercial and Single-Family Residence
West:	Downtown/Commercial

II BACKGROUND AND ANALYSIS

Background:

Before Hurricane Ian, the property at 1741 Estero Blvd was a single-story retail commercial. The property is in the Downtown zoning district and Pedestrian Commercial Future Land Use. The applicant received approval for redevelopment of the property as a three-story mixed-use building including retail and lodging (DO20250023 approved on June 30,2025). In December of 2024, the site was approved with a variance (VAR20250270) from LDC 1) Sec. 34 674(b)(1)(a) of 1 foot encroachment into the rear setback for a rear setback of 21 feet from the rear property line for the mechanical equipment, and a variance of 5 feet 7 inches for a rear setback of 19 feet 5 inches for a dumpster enclosure, 2) Sec. 34-677(b)(3) a variance for the non-implementation of a 15 foot landscape buffer between a parking lot and public street, 3) Sec. 34 677(b)(3) a variance for the non-implementation of a required 15 foot landscape buffer between a commercial property and a residential lot, 4) Sec. 34-676(b)(1) a variance for off-street parking to not be situated in the rear yard but in the front, 5) Sec. 34-674(a)(1) a variance of 20 additional feet from the required 5 to 10 feet build to line off of Miramar Street for a street setback of 30 feet, 6) and Sec. 34-2013(a)(3) a variance to exceed the maximum width of a parking lot entrance at the property line of 25 feet to 88 feet along Miramar Street to build a new mixed-use structure in the Downtown zoning district.

The new application is proposing a to Variance (20240270) for reduction in parking (VAR 20250227) for the property and a Special Exception (SEZ 20250228) for COP for the outdoor sitting area. The proposed application is requested due to the change in use for the 3rd floor from lodging to a family entertainment venue, "*Beachside Arcade and Pizza*," featuring young children's game stations, a pizzeria, and indoor and outdoor patio seating for beer and wine.

At the Town LPA hearing on October 14th, 2025, the LPA conducted a public hearing, including taking testimony from the applicant, staff, and the public regarding the petition. The LPA voted 4-1 to recommend approval to the Town Council with following conditions added: Eliminating the word amplification in condition number three, replacing condition four with the hours of service and operation from 10:00 a.m. to 10:00 p.m.

Analysis:

The applicant is proposing a special exception for COP for wine and beer consumption on outdoor patio area of 768 sf as marked in the master concept plan. The applicant is also requesting a variance over reduction for the parking reduction for the facility.

Special Exception for COP: The LDC sec 34-1264 (2) requires that any establishment which provides outdoor seating areas for its patrons consuming alcoholic beverages, except that ownership, receive outdoor seating approved administratively provided the outdoor seating area is not within 500 feet of a place of worship, religious facility, school (noncommercial), day care center (child), park, or dwelling unit under separate ownership, receive a special exception.

Section 34-88 Special Exception Criteria:

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

Several of the surrounding residences were damaged or destroyed by hurricane Ian. The proposed use of the property is a mixed-use development will create a fun family recreational place with outdoor sitting. Requesting an outdoor space to serve beer and wine in association with the indoor restaurant and game arcade will promote and entice families to visit their business establishment.

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

Policy 4-A-1 Encourages the town's "human scale" in redevelopment. This proposed outdoor sitting space would create a human use—as opposed to an automobile use —at a human scale in a location that was previously designed for cars.

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.

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

The applicant is proposing a game arcade with restaurant as an accessory use and as such is in compliance with location standards A separate variance application has been submitted to request a reduction in parking requirements. This application seeks approval for COP for the outdoor seating area which is within 500 feet of residential units along Miramar.

The property is situated within the downtown zoning district and is surrounded by other areas of downtown zoning, except for the RC-zoned land to the north and northeast along Miramar. The outdoor seating area will be located at the front of the building, providing an additional buffer to the residential units located at the rear of the property, while facing Estero Boulevard, which is also part of the downtown zoning area. The COP in the restaurant (interior) is permitted under administrative approval.

The COP use will not create noise, vibration, smoke, dust, or lighting glare. The special

exception request is required due to the locational standards of not being located within 500 feet of a residence.

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

The proposed COP is not within an environmentally critical area. The request will require compliance with all lighting requirements and as such we will be in compliance.

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

The request for outdoor seating is minor in nature and should not have any detrimental effect on the neighboring persons or property. The property is located in the downtown zoning district and as such it is encouraged to provide for a pedestrian friendly experience. The location of the outdoor seating places it in front of the building along Estero Blvd. The proposed use shall encourage the pedestrian welcoming environment with outdoor seating providing visibility and accessibility to the business.

Whether a requested use will be in compliance with applicable general zoning provisions and supplemental regulations pertaining to the use set forth in this chapter.

The property is located within the Downtown zoning district and allows the restaurant to be used along with consumption on premises. The interior portion of the restaurant would require administrative approval. The service of wine and beer in the outdoor seating area will require a COP special exception. The Downtown district encourages interconnectivity between pedestrians and the establishment.

The Special Exception for a COP outdoors and within 500 feet of residences **does meet** the criteria found in Section 34-88 and are recommended for approval with condition stated below.

Variances for Parking:

Section 34-2020(a). New residential and nonresidential uses must provide off-street parking spaces in single-purpose parking lots in accordance with the standards specified in this section, as modified by certain reductions as provided in the Downtown and Santini zoning districts.

The provided use of the subject property will be retail, storage, restaurant, bar and cocktail lounge. According to Section 34-2020(2)(h) requires restaurants to provide eight spaces per 1,000 square feet of total floor area plus outdoor seating area, Section 34-2020(2)(h) (2) requires if the restaurant contains a cocktail lounge or bar, the minimum requirement is eight spaces per 1,000 square feet of total floor area plus five additional spaces per 1,000 square feet of floor area. Finally, Section 34-2020(2)(i) requires a minimum of 3 parking spaces per 1,000 squares.

The applicant is requesting a variance based on the table below:

EXHIBIT B: PARKING
REVISED PARKING CALCULATIONS (10/2/25)
REQUESTING A REDUCTION OF 17 SPACES

VAR20250227 The Goodz 1741 Estero Blvd

STORAGE		
PIZZERIA LRG STORAGE	133 SF	
1ST FLR LRG STORAGE.	212 SF	
STORE STORAGE	233 SF	
STORAGE	163 SF	
STORAGE	388 SF	
RESTAURANT STORAGE	130 SF	
MECHANICAL ROOM	97 SF	
SUBTOTAL STORAGE	1239 SF	
RATE FOR PARKING IS 2 SPACES PER 1K	**2.47**	
RETAIL		
STORE AREA	4062 SF	
RATE FOR PARKING IS 3 SPACES PER 1K	**12**	
RESTAURANT		
DINING AREA	1020 SF	
OUTDOOR SEATING	764 SF	
PIZZA STATION	253 SF	
GAMING AREA	2180 SF	
SUBTOTAL RESTAURANT	4217	
RATE FOR PARKING IS 8 SPACES PER 1K	**33.736**	
BEER & WINE BAR AREA	416 SF	
RATE FOR PARKING IS 13 SPACES PER 1K	**5**	
SUBTOTAL OF PARKING REQUIRED	53.206	
DOWNTOWN MULTIPLIER (0.67)	35.64802	
Total PARKING REQUIRED	36	
Pursuant to 34-2020 (c) we will be utilizing 1 of the 4 (4 rack) bike racks already		
REQUIRED PARKING after bike rack		35
PARKING Approved Under **DOS 20250223**		18
REQUESTED REDUCTION		**17**

The requested variance is based on the approved Development Order (DO) 202050223, which authorized 18 parking spaces for retail and lodging uses. The new parking calculation takes into account the intended use of the third floor, which will feature a game arcade and a pizzeria with a wine and beer bar.

The applicant argues that, due to its location and the availability of nearby parking, as well as access to the trolley, the proposed variance will help enhance the vibrant downtown atmosphere of the area.

<u>Section 34-87 required variance findings:</u>

*(1) 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 vision of downtown zoning is to create a vibrant pedestrian friendly environment. The property is located within the downtown district and proximity to the parking areas, trolley will help the development

*(2) 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 building previously had parking spaces next to the building. The variance requested adheres to the earlier approved parking allocation on the property under DO 20250223. This vertical growth will enhance the FMB downtown area.

*(3) That the variance granted **is**/is not the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulation in question to his property.*

The request is the minimum variance necessary to allow the proposed layout of the property.

*(4) That the granting of the variance **will (may)** /will not be injurious to the neighborhood or otherwise detrimental to the public welfare; and*

The lack of parking on site may result in people parking where they are not allowed. However, giving the proximity to other available parking and the FMB trolley will enhance the opportunity to the development.

*(5) 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 nature as to make it more reasonable and practical to amend the regulation in question.*

Staff recognize that the parking code is in need of updating. The vision of downtown with walkability and higher density, the parking reduction might help the business with the square footage. Additionally, the proximity of the property to proximity to other available parking and the FMB trolley will enhance the opportunity to the development

II.RECOMMENDATION

Based on the code requirements for Special Exceptions found in Section 34-88, staff recommend:

- **Approval with Condition: Special Exception for COP**

Based on the code requirements for Variances found in Section 34-87, staff recommends:

- **Approval with Condition: Variance for Parking Reduction**

III. CONDITIONS FOR APPROVAL

Special Exception for COP

1. The sale and consumption of alcoholic beverages on the 3rd floor patio (768 sq ft.) must be consistent with the LDC code on On-premises consumption in the Restaurant (sec 34-1264 (k)).

2. All music and entertainment on the property will be in compliance with the Town's noise regulations.

3. Hours of amplified music will be limited from 11 AM to 9 PM on weekdays and from 11 AM to 10 PM on Weekends.

4. The hour of operation / service of alcohol is limited to 10 AM to 10 PM,

5. ~~Games in the entertainment area cannot include loud electronic beeping, ringing, or buzzing.~~

6. Any game and arcade activity that allows only 18 and above is prohibited in the location.

7. The dumpster enclosure shall be refurbished, in coordination with the solid waste carrier, to allow closure of the doors. Solid waste pickup shall be provided six days a week (excluding Sundays).

Variance for Parking Reduction

1. Revise all the necessary Development Order (DO 20250023) pages to show the change of use from **lodging** on the 3rd floor to Gaming Arcade and Pizzeria and Outdoor sitting with COP.

Exhibit C

ROOM FINISH SCHEDULE

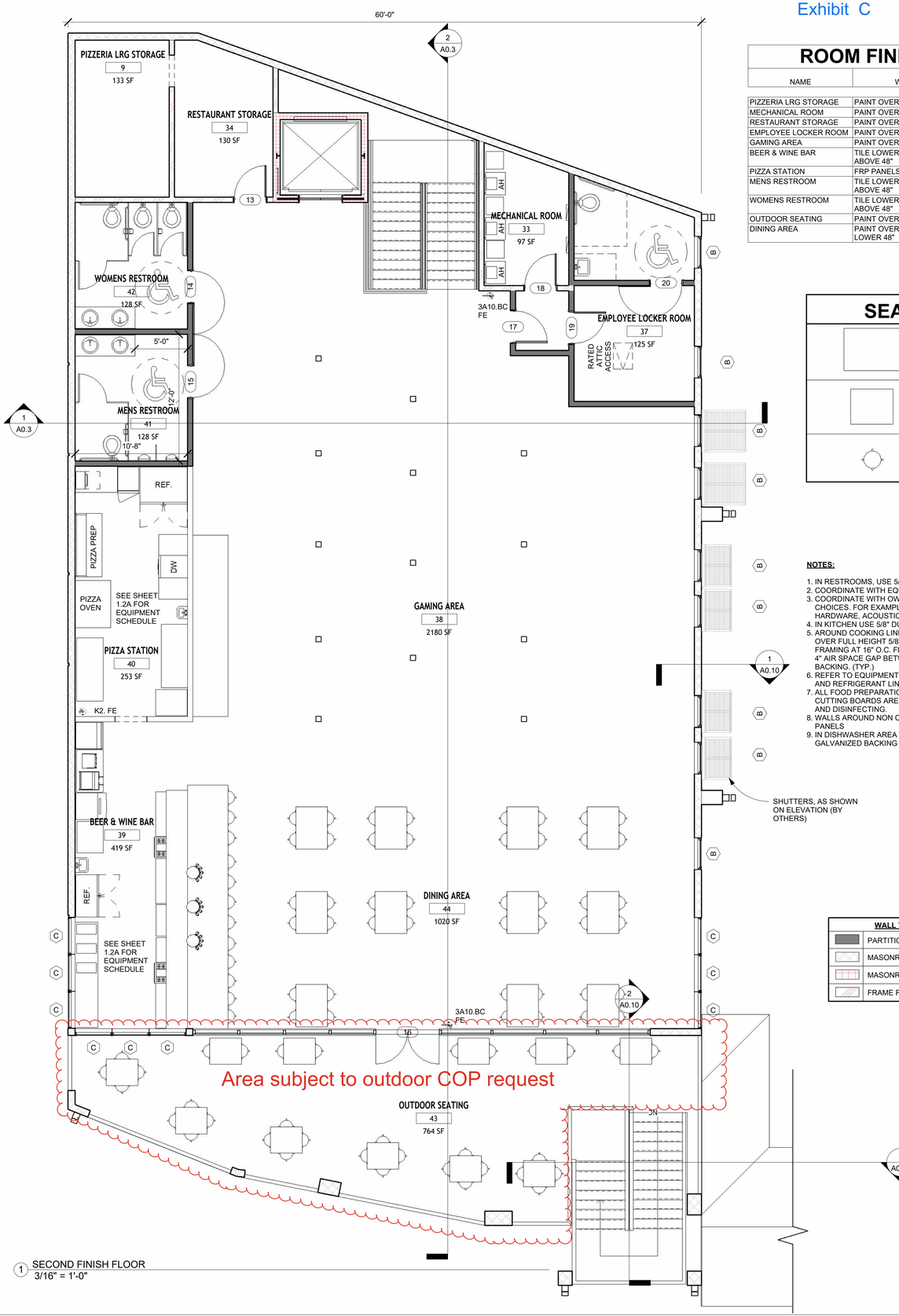
NAME	WALL FINISH	FLOOR FINISH	CEILING FINISH
PIZZERIA LRG STORAGE	PAINT OVER GYPSUM	LVP	DRYWALL
MECHANICAL ROOM	PAINT OVER GYPSUM	TILE	DRYWALL
RESTAURANT STORAGE	PAINT OVER GYPSUM	TILE	DRYWALL
EMPLOYEE LOCKER ROOM	PAINT OVER GYPSUM	LVP	DRYWALL
GAMING AREA	PAINT OVER GYPSUM	TILE	DRYWALL
BEER & WINE BAR	TILE LOWER 48" EPOXY PAINT ABOVE 48"	TILE	DRYWALL
PIZZA STATION	FRP PANELS	TILE	FRP PANELS
MENS RESTROOM	TILE LOWER 48" EPOXY PAINT ABOVE 48"	TILE	DRYWALL
WOMENS RESTROOM	TILE LOWER 48" EPOXY PAINT ABOVE 48"	TILE	DRYWALL
OUTDOOR SEATING	PAINT OVER STUCCO	TILE	STUCCO
DINING AREA	PAINT OVER GYPSUM ABOVE. TILE LOWER 48"	TILE	DRYWALL

SEATING LEGEND

	11 TABLES x 4 SEATS PER TABLE 44 SEATS
	8 TABLES x 2 SEATS PER TABLE 16 SEATS 6 TABLES x 4 SEATS PER TABLE 24 SEATS
	BAR x 12 STOOLS 12 SEATS

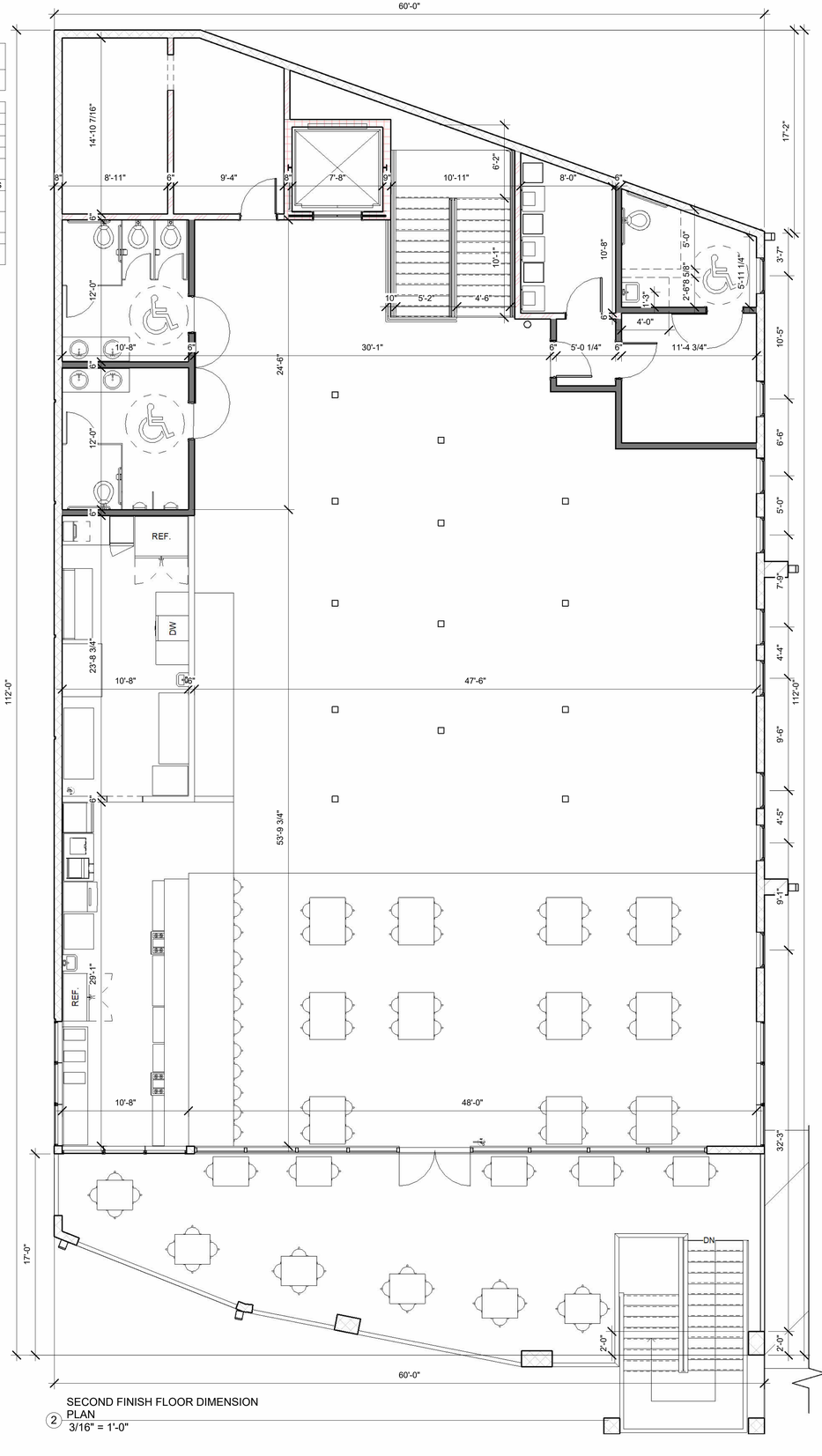
NOTES:

1. IN RESTROOMS, USE 5/8" DUROCK.
2. COORDINATE WITH EQUIPMENT FOR LAY OUT AND ROUGH IN.
3. COORDINATE WITH OWNER / G.C. FOR ALL PRODUCT SELECTION CHOICES. FOR EXAMPLE DECORATIVE CHOICES, TILE SELECTIONS, HARDWARE, ACOUSTIC TILE CHOICE, ETC.
4. IN KITCHEN USE 5/8" DUROCK.
5. AROUND COOKING LINE USE FULL HEIGHT GALVANIZED BACKING OVER FULL HEIGHT 5/8" DUROCK ON 5 5/8" 20 GA. MTL WALL FRAMING AT 16" O.C. FLOOR TO CEILING, ALLOW FOR MINIMUM 4" AIR SPACE GAP BETWEEN ALL COOKING UNITS AND GALVANIZED BACKING. (TYP.)
6. REFER TO EQUIPMENT DRAWINGS FOR UNDER SLAB BEER, SODA AND REFRIGERANT LINES.
7. ALL FOOD PREPARATION SURFACES ARE STAINLESS STEEL. CUTTING BOARDS ARE REMOVABLE POLYETHYLENE FOR CLEANING AND DISINFECTING.
8. WALLS AROUND NON COOKING FOOD PREPARING AREAS, FRP PANELS
9. IN DISHWASHER AREA USE FULL HEIGHT 5/8" DUROCK AND GALVANIZED BACKING OR FRP PANELS.



WALL TYPE LEGEND	
	PARTITION FRAME WALL
	MASONRY WALL
	MASONRY 3-HR FIREWALL (U914)
	FRAME FIREWALL (U305)

1 SECOND FINISH FLOOR
3/16" = 1'-0"



2 SECOND FINISH FLOOR DIMENSION PLAN
3/16" = 1'-0"

MICHAEL D. STEWART, P.E. LLC
PROFESSIONAL ENGINEERING SERVICES

(239)-292-7670
MStewart@MStewartPE.com

CA# 33003

MICHAEL D. STEWART,P.E.
FLA REG. #72459

MICHAEL D. STEWART LICENSE No 72459 STATE OF FLORIDA PROFESSIONAL ENGINEER

PERMIT: 2025.09.16

PROJECT INFORMATION

THE GOODZ

|PROJECT ADDRESS|
1741 ESTERO BLVD,
FORT MYERS BEACH, FL

|DRAWN BY| TARIK Y. NICOLAS

|COPYRIGHT 2024|

|SHEET NUMBER|

1.2

1. **Request:**

Meeting Date: November 17, 2025

This legislative agenda item is a Second Reading and Public Hearing on proposed Ordinance 25-24

AN ORDINANCE OF THE TOWN COUNCIL OF FORT MYERS BEACH, FLORIDA ADOPTING AN IMPACT FEE STUDY DATED AUGUST 25, 2025 AND PREPARED BY AXIS INFRASTRUCTURE AND DP GUTHRIE LLC; AMENDING ARTICLE IV ENTITLED "IMPACT FEES" IN CHAPTER 2 ENTITLED ADMINISTRATION OF THE TOWN OF FORT MYERS BEACH CODE OF ORDINANCES TO 1) INCORPORATE UPDATED INFORMATION CONTAINED IN THE REFERENCED IMPACT FEE STUDY, 2) REDUCE THE NUMBER OF IMPACT FEE CATEGORIES AND SPECIFIC USES, 3) CHANGE THE METHOD OF CALCULATION OF FEES FOR SINGLE FAMILY HOMES FROM PER DWELLING TO SQUARE FOOTAGE RANGE TO REFLECT THE TYPICAL IMPACT OF LARGER HOMES, 4) REDUCE THE AMOUNT OF FEES BASED ON UPDATED POPULATION AND PROJECT EXPECTATIONS, AND 5) PROVIDING FOR AN UPDATE EVERY FOUR (4) YEARS PAYABLE FROM COLLECTED IMPACT FEES; 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 is required by State Law to update their Impact Fees

What the action accomplishes:

Provides an update to the Impact Fees, amends the Town's Land Development Code, and maintains compliance with State Law.

2. **Agenda:**
PUBLIC HEARINGS

3. **Requirement/Purpose:**
Ordinance

4. **Submitter of Information:**

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5. **Background:**

The Town of Fort Myers Beach has engaged Axis Infrastructure, along with its subconsultant DP Guthrie LLC, to conduct an updated impact fee analysis. This study will revise the current impact fee methodology and reduce certain fees associated with their collection.

Recent studies completed by or on behalf of the Town—including the R2P2 report—have provided valuable data and project insights related to future capacity improvements needed to support anticipated growth.

Going forward, the Town will review and update impact fees on a four-year cycle. This Ordinance adopts the Impact Fee Study and provides an amendment to Article IV of the Town's Land Development Code related to Impact Fees.

At the Town LPA hearing on October 14th, 2025, the LPA conducted a public hearing, including taking testimony from the public, and discussed the options before them related to the impact fees. The LPA members expressed concerns about the proposed reduction in fees and how that relates to future development project impacts on the beach. There was a lengthy discussion about how impact fees are specific to being used for capital projects that benefit new development and must be related to increasing capacity of the Town's infrastructure serving that population.

The LPA voted 7-0 to recommend approval to the Town Council, but directed staff to provide the Town Council with several items to assist their consideration of this request. The primary focus included the following:
1)Amend the LDC Section 2-312 Exemptions to increase the time allowance before an exemption expires. This would benefit properties that lost structures during natural disasters and are still in recovery mode.
2)Provide the Town Council with a breakdown of the changes to the fees. A summary of those reductions by category is included in the report and will be updated and provided to the Town Council.

The Town Council voted 5-0 to hold a second and final hearing on November 17, 2025 at 9am to adopt the Impact Fee Study and to amend Article IV Impact Fees in Chapter 2 of the Land Development Code.

Attachments:
1. Final TC Ord 25-24, Impact Fee Study and LDC Text Amendment Article IV JG
2. Exhibit A Impact Fees Ordinance Text Amendment Article IV TC JG
3. Exhibit B Impact Fee Study with Figures
4. Ord 25-24 Business Impact Statement Impact Fees Ordinance

Financial Impact:
Modifies the impact fee rates by reducing categories of collection, reduces overall fees by category, and provides an update consistent with State Law.

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Kendra Rosa, Zoning Coordinator	Created/Initiated - 10/23/2025
Frankie Kropacek, Community Development Director	Approved - 10/23/2025
Joe Onzick, Finance Director	Approved - 10/27/2025
nancy stuparich, Town Attorney	Approved - 10/27/2025
Amy Baker, Town Clerk	Approved - 10/30/2025
William McKannay, Town Manager	Final Approval - 11/7/2025

ORDINANCE 25-24

AN ORDINANCE OF THE TOWN COUNCIL OF FORT MYERS BEACH, FLORIDA ADOPTING AN IMPACT FEE STUDY DATED AUGUST 25, 2025 AND PREPARED BY AXIS INFRASTRUCTURE AND DP GUTHRIE LLC; AMENDING ARTICLE IV ENTITLED "IMPACT FEES" IN CHAPTER 2 ENTITLED ADMINISTRATION OF THE TOWN OF FORT MYERS BEACH CODE OF ORDINANCES TO 1) INCORPORATE UPDATED INFORMATION CONTAINED IN THE REFERENCED IMPACT FEE STUDY, 2) REDUCE THE NUMBER OF IMPACT FEE CATEGORIES AND SPECIFIC USES, 3) CHANGE THE METHOD OF CALCULATION OF FEES FOR SINGLE FAMILY HOMES FROM PER DWELLINGTO SQUARE FOOTAGE RANGE TO REFLECT THE TYPICAL IMPACT OF LARGER HOMES, 4) REDUCE THE AMOUNT OF FEES BASED ON UPDATED POPULATION AND PROJECT EXPECTATIONS, AND 5) PROVIDING FOR AN UPDATE EVERY FOUR (4) YEARS PAYABLE FROM COLLECTED IMPACT FEES; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution and 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, pursuant to its home rule powers and pursuant to Section163.31801, Florida Statutes, and judicially created law, the Town of Fort Myers Beach may impose impact fees to ensure that new development pays for its proportional share of capital facilities required by such new development; and

WHEREAS, the Town Council of the Town of Fort Myers Beach has studied the necessity for updating and amending its existing impact fee ordinance and has retained DP Guthrie LLC, a professional consulting firm and subcontractor to Axis Infrastructure, to provide updates on development projections and land use assumptions based on most recent and localized demographics, as required by the Florida Impact Fee Act as well as to document projected need for additional facilities and a fee for administrative costs, consistent with the Florida Impact Fee Act ("the Study").

WHEREAS, the Study was limited in scope to only address a comprehensive update of non-utility development impact fees, i.e. regional parks, community parks, and transportation infrastructure; and

WHEREAS, the Study is dated August 25, 2025 and has been presented to, and reviewed by, the Town staff, the Local Planning Agency, and the Town Council, who have determined 1) that the parks and recreation, and roads and mobility impact fees bear a reasonable relationship to the burden imposed upon the Town to provide parks and recreation, and roads and mobility facilities to new Town residents; (2) that parks and recreation, and roads and mobility impact fee revenues will provide a direct benefit to such new Town residents reasonably related to the fees assessed; (3) that an essential nexus exists between projected new development and the need for additional parks and recreation, and roads and mobility facilities, to be funded with parks and recreation, and roads and mobility impact fees and the benefits that accrue to new development paying the fees; and (4) that the amount of the fee collected is proportional to the impact; and

WHEREAS, the existing costs of real property for use in parks and recreation, and roads and mobility facilities development, and the costs of various facilities and equipment have been used by the Town's consultant in developing a development impact cost per building square feet and land use type as set forth in the Study; and

WHEREAS, the action by the Town Council to amend its existing impact fee ordinance as set forth herein is reasonable and prudent to ensure sound growth management, which have been taken for the benefit of the citizens of the Town, both present and future; and

WHEREAS, the Town is projected to grow in functional population and further economically develop in the future; and

WHEREAS, this Ordinance updates the existing administrative framework to ensure that the benefit of capital improvements funded by impact fees will accrue proportionately to new development paying the fees; and

WHEREAS, Section 163.3202(3), *Florida Statutes*, encourages the use of innovative land use regulations and impact fees by local governments to manage growth and to provide the necessary public facilities and for the imposition by local governments of impact fees on development to fund the capital cost of facilities necessitated by such development; and

WHEREAS, requiring future growth to contribute its fair share of the costs necessary to fund required capital improvements and additions is an integral and vital part of the regulatory plan of growth management in the Town and is a practice consistent with sound and generally accepted growth management, fiscal and public administration practices and principles; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on October 14, 2025; and

WHEREAS, at the October 14th, 2025 public hearing the LPA gave full and complete consideration of the recommendations by staff, the documents in the record, and the testimony of all interested persons, as required by Section 34-232 of the Town Land

Development Code; and

WHEREAS, at the October 14th, 2025 public hearing the LPA found that the request is consistent with the comprehensive plan and the requirements of the Fort Myers Beach Land Development Code ("LDC') and voted 7 to 0 to recommend approval to the Town Council; and

WHEREAS, on October 20th, 2025 the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons; 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 public hearing on the 3rd day of November 2025; and

WHEREAS, at the November 3rd, 2025 public hearing, the Town Council gave full and complete consideration to 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 34-232

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

WHEREAS, adoption of this Ordinance is in the best interest of the residents of the Town of Fort Myers Beach.

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. Article IV entitled "Impact Fees" in Chapter 2 entitled "Administration" of the Town of Fort Myers Beach Land Development Code is hereby amended as provided in Exhibit A.

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

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

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

Section 6. This Ordinance will take effect within 90 days upon adoption by the Town Council. On the effective date of this Ordinance, the Town will suspend collection of impact fees for regional parks, community parks, and transportation. Any fund balance in the respective impact fee accounts will be spent as soon as possible, consistent with the previous impact fee study and the Florida Impact Fee Act.

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

.

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

DULY PASSED AND ADOPTED on this ___ day of _____ 2025
FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Vose Law Firm, LLP, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this ___ day of _____ 2025.

Attachments: Exhibit A Impact Fees Ordinance LDC Text Amendment Article IV
Exhibit B Impact Fee Study

Sec. 2-301. Statutory authority.

The Town of Fort Myers Beach has the authority to adopt this article pursuant to article VIII of the Constitution of the state, ~~F.S. ch. 166 and F.S. §§ 163.3201, 163.3202 and 380.06(16).~~ F.S. ch. 163.31801, also cited as the Florida Impact Fee Act.

Sec. 2-302. Applicability of article.

This article shall apply to the entire incorporated area of the town.

Sec. 2-303. Intent and purpose of article.

(a) This article is intended to implement and be consistent with the Fort Myers Beach Comprehensive Plan.

(b) The purpose of this article is to regulate the use and development of land so as to ensure that new development bears a proportionate share of the cost of capital expenditures for transportation, regional parks, community parks, and fire protection, as contemplated by the Fort Myers Beach Comprehensive Plan.

(c) This article also reflects the required payment of school impact fees in accordance with Lee County Ordinance~~s No. 01-21, which became effective on December 1, 2001~~ and Fort Myers Beach Fire District impact fee Ordinances, as may be amended.

Sec. 2-304. Definitions and rules of construction.

(a) For the purposes of administration and enforcement of this article, unless otherwise stated in this article, all transportation terms shall have the same meaning as in the Fort Myers Beach Comprehensive Plan, and in ch. 34 and ch. 10 of this LDC, unless otherwise indicated.

(b) The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section and in the latest edition of the Institute of Transportation Engineers (ITE) Manuals, except where the context clearly indicates a different meaning:

Assisted living facility has the same meaning given it in ch. 34 of this LDC.

Building official means the same officer as appointed by the town manager through § 6-44 of this LDC.

Building permit means an official document or certification issued by the building official authorizing the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving, or repair of a building or structure. In the case of a change in use or occupancy of an existing building or structure, the term shall specifically include certificates of occupancy and occupancy permits, as those permits are defined or required by this code.

Building with mixed uses means a building which contains more than one principal use, as that term is defined in ch. 34 of this LDC.

Capital improvement for community or regional parks means land acquisition, site improvements, including landscape plantings and the removal of exotic vegetation, off-site improvements associated with a new or expanded community or regional park, buildings and equipment. Off-site improvements may also include sidewalks and bikeways which connect to the park facility. Capital improvements do not include maintenance and operations.

Capital improvement for fire protection includes land acquisition and related expenses, site improvements, off-site improvements associated with new or expanded facilities, buildings, and equipment, including

communications equipment, with an average useful life of at least three years, but excludes maintenance and operations.

Capital improvement for transportation means preliminary engineering, engineering design studies, land surveys, right-of-way acquisition, engineering, permitting, and construction of all the necessary features for transportation construction projects, including but not limited to:

(1) Construction of new or improved through or turn lanes;

(2) Construction of curbs, medians, sidewalks, bicycle paths, and shoulders in conjunction with roadway construction;

(3) Construction of new pedestrian or bicycle facilities;

(4) Construction of new bridges;

(5) Construction of new drainage facilities in conjunction with other transportation construction;

(6) Purchase and installation of traffic signalization (including both new installations and upgrading signalization);

(7) Relocating utilities to accommodate new transportation construction; and

(8) On-street and off-street parking when such parking is intended for and designed to protect or enhance the vehicular and pedestrian capacity of the existing street network. Site-related road improvements as defined herein are not a capital improvement for transportation under this definition.

(9) Lighting associated with multimodal and mobility.

Community park means a tract of land designated and used by the public primarily for active recreation but also used for educational and social purposes and passive recreation. Community parks also include bikeways that are designed and used primarily for active recreation. A community park generally serves a specific community composed of at least several neighborhoods. Community park standards are based upon several subclassifications of community parks: standard community parks, community recreation centers, community pools, and school parks. The term "community park" specifically includes school sites and publicly owned parks that are available for use by the surrounding neighborhoods.

Dwelling unit has the same meaning given it in ch. 34 of this LDC.

Fast-food restaurant has the same meaning given it in ch. 34 of this LDC.

Feepayer means a person applying to the town for the issuance of a building permit for a type of land development activity listed in the impact fee schedule in § 2-306 of this LDC, regardless of whether the person owns the land to be developed.

Fire district means the Fort Myers Beach Fire Control District, a special district which is authorized to provide fire protection and rescue service.

Fire protection means the prevention and extinguishment of fires, the protection of life and property from fire, and the enforcement of municipal, county, and state fire prevention codes, as well as any law pertaining to the prevention and control of fires, when enforcement duties are performed by firefighters, as defined in F.S. § 633.30, or by fire safety inspectors, as defined in F.S. § 633.021(8), and such other persons who may be employed by a fire district. The term "fire protection" also includes rescue and emergency medical services.

Fort Myers Beach Comprehensive Plan means the town's comprehensive plan adopted pursuant to F.S. ch. 163, as amended from time to time.

General office means, for the purpose of this article only, any type of office except a medical office. A general office building may contain accessory uses such as a beauty or barber shop, shack bar, cafeteria, day care center, or other uses where permitted by ch. 34 of this LDC.

Hotel/motel has the same meaning given it in ch. 34 of this LDC.

Land development activity means any change in land use, or any construction of buildings or structures, or any change in the use of any building or structure that adds dwelling units, attracts or produces vehicular trips, or requires fire protection.

Medical office has the same meaning given it in ch. 34 of this LDC.

Multiple-family building means and includes those definitions set forth in ch. 34 of this LDC for multiple-family building and two-family dwelling units.

Non-residential development means structures that are intended for commercial businesses, institutional uses, and not primarily for residential purposes.

Recreation facility has the same meanings given it in ch. 34 of this LDC.

Regional park means a tract of land designated and used by the public for active and passive recreation. A regional park draws users from a larger area than a community park, frequently from the entire county and beyond, by providing access to especially attractive natural resources, amenities, and specialized activities. It specifically includes municipally owned parks when they are used as regional parks.

Retail store means the use of a building to sell goods and to provide personal services (as described in ch. 34 of this LDC) to the general public.

Road has the same meaning given it in F.S. § 334.03.

Shopping center means an integrated group of commercial establishments planned and managed as a unit, consisting primarily of retail stores but sometimes containing other uses such as restaurants, offices, and personal services.

Single-family residence has the same meaning given it in ch. 34 of this LDC.

Site-related road improvements means physical improvements and right-of-way dedications for direct access improvements to the development in question. Direct access improvements include, but are not limited to the following:

(1) Site driveways and roads;

(2) Median cuts made necessary by those driveways or roads;

(3) Right turn, left turn, and deceleration or acceleration lanes leading to or from those driveways or roads;

(4) Traffic control measures for those driveways or roads; and

(5) Roads or intersection improvements whose primary purpose at the time of construction is to provide access to the development.

Timeshare unit has the same meaning given it in ch. 34 of this LDC.

Town manager means the manager of the Town of Fort Myers Beach, or the officials that he or she may designate to administer the various provisions of this article.

Warehouse means the use of a building or structure primarily for the storage of goods, boats or vehicles.

Cross reference(s)—Definitions and rules of construction generally, § 1-2 of this LDC.

Sec. 2-305. Imposition.

(a) Except as provided in §§ 2-312 through 2-314 of this chapter, any person who seeks to develop land by applying for the issuance of a building permit to make an improvement to land for one of the uses which is

specified in § 2-306 below, shall be required to pay impact fees in the manner and amount set forth in this article.

(b) No building permit for any activity requiring payment of impact fees pursuant to § 2-306 below, shall be issued by the town unless and until the impact fees required by this article have been paid.

(c) In the case of structures moved from one location to another, impact fees shall be collected for the new location if the structure is a type of land development listed in § 2-306 below, regardless of whether impact fees had been paid at the old location, unless the use at the new location is a replacement of an equivalent use. If the structure so moved is replaced by an equivalent use, no impact fees shall be owed for the replacement use. In every case, the burden of proving past payment of impact fees or equivalency of use rests with the feepayer.

Sec. 2-306. Computation of amount.

(a) At the option of the feepayer, the amount of the impact fees may be determined by the schedule set forth in this section.

(b) References in this schedule to square feet refers to the gross square footage of each floor of a building measured to the exterior walls, and not to usable, interior, rentable, noncommon, or other forms of net square footage.

FORT MYERS BEACH IMPACT FEE SCHEDULE

	Impact Fees (rounded to nearest dollar)[1]				
LAND USE TYPE		Parks			
	Transportation	Regional	Community	Fire Protection	Schools[2]
Residential:					
Single-family residence	$2,971.00	$631	$788.00	$610.00	$4,309.00
Multiple-family building (per dwelling unit)	$2,059.00	$518.00	$591.00	$478.00	$1,704.00
Timeshare unit	$2,237.00	$518.00	$591.00	$478.00	$0.00
Hotel/motel room	$2,237.00	$318.00	$363.00	$501.00	$0.00
Assisted living facility (per dwelling unit) (see § 34-1415 for density equivalents)	$1,017.00	$0.00	$0.00	$478.00	$0.00
Commercial (fee per 1,000 sq. ft. except as noted):					
Retail store or shopping center	$5,063.00	$0.00	$0.00	$476.00	$0.00
Bank	$8,038.00	$0.00	$0.00	$476.00	$0.00
Car wash, self-service (fee per stall)	$1,683.00	$0.00	$0.00	$476.00	$0.00
Convenience store with gas pumps	$11,250.00	$0.00	$0.00	$476.00	$0.00
Movie theater	$7,427.00	$0.00	$0.00	$476.00	$0.00
Restaurant, fast-food	$12,763.00	$0.00	$0.00	$476.00	$0.00
Restaurant, standard	$6,504.00	$0.00	$0.00	$476.00	$0.00
Office (fee per 1,000 square feet):					
General office	$2,336.00	$0.00	$0.00	$222.00	$0.00
Medical office	$7,716.00	$0.00	$0.00	$222.00	$0.00

~~**Institutional** (fee per 1,000 square feet):~~					
~~Church~~	~~$1,467.00~~	~~$0.00~~	~~$0.00~~	~~$476.00~~	~~$0.00~~
~~Day care center~~	~~$4,107.00~~	~~$0.00~~	~~$0.00~~	~~$476.00~~	~~$0.00~~
~~Elementary/secondary school (private)~~	~~$643.00~~	~~$0.00~~	~~$0.00~~	~~$476.00~~	~~$0.00~~
~~**Warehouse** (fee per 1,000 square feet):~~	~~$1,461.00~~	~~$0.00~~	~~$0.00~~	~~$216.00~~	~~$0.00~~

		Development Unit	Parks and Recreation	Multimodal Transportation	Fee Administration	**Proposed Total**
Residential Development						
999 or less Sq Ft of Living Space	Dwelling Unit		$413	$499	$33	**$945**
1,000 to 1,999 Sq Ft of Living Space	Dwelling Unit		$624	$755	$51	**$1,430**
2,000 to 2,999 Sq Ft of Living Space	Dwelling Unit		$751	$909	$61	**$1,721**
3,000 to 3,999 Sq Ft of Living Space	Dwelling Unit		$840	$1,016	$69	**$1,925**
4,000 or More Sq Ft of Living Space	Dwelling Unit		$907	$1,097	$74	**$2,078**
Lodging	Room		$677	$819	$55	**$1,551**
Nonresidential Development						
Retail & Eating/Drinking Places	Floor Area (square feet in thousands)		$0	$4,115	$257	**$4,372**
All Other Nonresidential	Floor Area (square feet in thousands)		$0	$1,826	$257	**$2,083**

~~[1] In addition to the impact fees listed, an additional three percent administrative charge will be levied in accordance with § 2-310(e).~~

~~[2] School impact fees are collected in accordance with Lee County Ordinance No. 05-25, effective January 1, 2006~~.

(c) If a building permit is requested for a building with mixed uses, as defined in § 2-304 of this LDC, then the fees shall be determined according to the schedule by apportioning the total space within the building according to the space devoted to each principal use. A shopping center will be considered a principal use; however, when located within a shopping center, a fast-food restaurant or convenience store with gasoline sales will be considered a principal use.

(d) If the type of development activity for which a building permit is applied is not specified on the schedule, the town manager shall use the fee applicable to the most nearly comparable type of land use on the schedule. For ~~transportation~~multimodal impact fees, the town manager shall be guided in the selection of a comparable type by the Institute of Transportation Engineers' Trip Generation (latest edition), studies or

reports by the federal, state, and county departments of transportation, and articles or reports appearing in the ITE Journal and other reliable sources. If the town manager determines that there is no comparable type of land use on the fee schedule set out in this subsection, then the town manager shall determine the fee by:

(1) Using traffic generation statistics or other relevant data from the sources named in this subsection; and

(2) Applying the formula set forth in subsection (g)(3) of this section.

(e) When change of use, redevelopment, or modification of an existing use requires the issuance of a building permit, impact fees shall be based upon the net increase in the impact fee for the new use as compared to the previous use. However, should the change of use, redevelopment, or modification result in a net decrease, no refunds or credits for past impact fees paid shall be made or created.

(f) If an impact fee has been calculated and paid based on error or misrepresentation, it shall be recalculated and the difference refunded to the original feepayer or collected by the town, whichever is applicable. If impact fees are owed, no permits of any type may be issued for the building or structure in question, or for any other portion of a development of which the building or structure in question is a part, until all impact fees are paid. The building official may bring any action permitted by law or equity to collect unpaid fees.

(g) The person applying for the issuance of a building permit may, at his option, submit evidence to the town manager indicating that the fees set out in the impact fee schedule in this section are not applicable to the particular development. Based upon convincing and competent evidence, which shall be prepared and submitted in accordance with any applicable administrative code, the town manager may adjust the fee to that appropriate for the particular development.

(1) The adjustment may include a credit for recreation facilities provided to the development by the feepayer if the recreation facilities serve the same purposes and functions as set forth for regional and/or community parks.

(2) If a feepayer opts not to have the ~~transportation~~multimodal impact fee determined according to the impact fee schedule in this section, then the feepayer shall prepare and submit to the town manager an independent fee calculation study for the land development activity for which a building permit is sought. The independent fee calculation study shall measure the impact of the development in question on the transportation system by following the prescribed methodologies and formats for such studies established by Lee County's Administrative Code. The feepayer must attend a preapplication meeting with town manager or designee to discuss the traffic engineering and economic documentation required to substantiate the request. The traffic engineering or economic documentation submitted must address all aspects of the impact fee formula that the county manager determines to be relevant in defining the project's impacts at the preapplication meeting and must show the basis upon which the independent fee calculation was made, including but not limited to the following:

a. *Traffic engineering studies.* All independent fee calculation studies must address all three of the following:

1. Documentation of trip generation rates appropriate for the proposed land development activity;

2. Documentation of trip length appropriate for the proposed land development activity; and

3. Documentation of trip data appropriate for the proposed land development activity.

b. *Revenue credit studies.* The feepayer may also provide documentation substantiating that the revenue credits due to the development differ from the average figures used in developing the fee schedule. This documentation shall be prepared and presented by qualified professionals in their respective fields and shall follow best professional practices and methodologies.

~~(3) The following formula shall be used by the town manager to determine the transportation impact fee per unit of development:~~

Impact Fee = VMT x NET COST/VMT		
Where:	VMT =	ADT x %NEW
		x LENGTH ÷ 2
	ADT =	Trip ends during average weekday
	%NEW =	Percent of trips that are primary, as opposed to passby or diverted-link trips
	LENGTH =	Average length of a trip on the approved road system
	÷ 2 =	Avoids double-counting trips for origin and destination
	ADJUSTMENT =	Local adjustment factor, representing the ratio between the VMT predicted by national travel characteristics and observed VMT on the approved road system
NET COST/VMT = COST/VMT - CREDIT/VMT		
	COST/VMT =	COST/LANE-MILE ÷ AVG LANE CAPACITY
	COST/LANE-MILE =	Average cost to add a new lane to the approved roadway system
	AVG LANE CAPACITY =	Average daily capacity of a lane at level of service "D"
	CREDIT/VMT =	$/GAL ÷ MPG x 365 x NPV
	$/GAL =	Capacity-expanding funding for roads per gallon of gasoline consumed
	MPG =	Miles per gallon, average for U.S. motor vehicle fleet
	365 =	Days per year (used to convert daily VMT to annual VMT)
	NPV =	Net present value factor (i.e., 12.46 for 20 years at 5% discount)

Sec. 2-307. Payment.

(a) The feepayer shall pay the impact fees required by this article to the building official prior to the issuance of the building permit for which the fees are imposed. No building permit may be issued for any development listed in the impact fee schedule in § 2-306 of this LDC until the impact fees have been paid.

(b) In lieu of cash, up to 100 percent of the impact fees may be paid by the use of credits created in accordance with the provisions of § 2-313of this LDC.

(c) All funds collected pursuant to this article shall be promptly transferred for deposit into the appropriate impact fee trust accounts and used solely for the purposes specified in this article.

Sec. 2-308. Reserved.

Sec. 2-309. Trust accounts.

(a) There is hereby established ~~five~~ four impact fee trust accounts, one each for multimodal transportation, ~~regional parks, community parks~~parks and recreation, fire protection, and schools.

(b) Funds withdrawn from these accounts must be used in accordance with the provisions of § 2-310 of this LDC.

Sec. 2-310. Use of funds.

(a) Funds collected from impact fees shall be used only for the purpose of capital improvements for ~~transportation~~multimodal, regional parks, community parks, fire protection, and schools, as defined in § 2-304 of this LDC. Impact fee collections, including any interest earned thereon, but excluding administrative charges pursuant to subsection (e) of this section, shall be used exclusively for capital improvements or expansion. These impact fee funds shall be segregated from other funds and shall be expended in the order in which they are collected. Funds may be used or pledged in the course of bonding or other lawful financing techniques, so long as the proceeds raised thereby are used for the purpose of capital improvements.

(b) Each fiscal year the town manager shall present to the town council a proposed capital improvement program for ~~transportation~~multimodal, regional parks, and community parks, assigning funds, including any accrued interest, from the appropriate impact fee trust account to specific capital projects. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in each impact fee trust account until the next fiscal period, except as provided by the refund provisions of this article.

(c) The town shall remit fire protection impact fees to the fire district at least once each quarter, less any amounts retained or collected pursuant to subsection (e) of this section, unless another method is specified in an appropriate interlocal agreement.

(d) The town shall remit school impact fees to Lee County or Lee County School Board at least monthly, less any amounts retained or collected pursuant to subsection (e) of this section, unless another method is specified in an appropriate interlocal agreement. ~~Lee County will remit these school impacts to the school board in accordance with Lee County Ordinance No. 01-21.~~

(e) The town is entitled to charge and collect three percent of the impact fees it collects in cash, or by a combination of cash and credits, as an administrative fee to offset the costs of administering this article. This administrative charge is in addition to the impact fee amounts required by this article. The applicant is responsible for payment of the additional administrative charge in conjunction with the payment of impact fees at the time a building permit or development order is issued.

Sec. 2-311. Refund of fees paid.

(a) If a building permit expires, is revoked, voluntarily surrendered, or otherwise becomes void, and no construction or improvement of land has been commenced, then the feepayer shall be entitled to a refund of the impact fees paid as a condition for its issuance, except that three percent of the impact fee paid shall be retained as an administrative fee to offset the cost of processing the refund. This administrative fee is in addition to the charge collected at the time of fee payment. No interest shall be paid to the feepayer on refunds due to noncommencement.

(b) Any funds not expended or encumbered by the end of the calendar quarter immediately following ten years from the date the impact fee was paid shall, upon application of the feepayer within 180 days of that date,

be returned to the feepayer with interest at the rate of six percent per annum. For school impact fees, this period is set at six years by Lee County Ordinance No. 01-21.

Sec. 2-312. Exemptions.

(a) The following shall be exempted from payment of the impact fees:

(1) Alteration or expansion of an existing building or use of land, where no additional dwelling units will be produced and where the use is not changed and where no additional vehicular trips or demand for fire protection will be produced over and above that produced by the existing use.

(2) The construction of accessory buildings or structures which will not produce additional dwelling units and where no additional vehicular trips or demand for fire protection will be produced over and above that produced by the existing use.

(3) The replacement of an existing building with a new building or structure of the same use and at the same location, provided that no additional dwelling units, vehicular trips, or fire protection demands will be produced over and above those produced by the original use of the land. However, no exemption will be granted if the existing building was removed ~~five~~ seven years or more before a building permit is issued for its replacement.

(4) A building permit obtained by or for the United States of America, the state, or the county school board.

(5) A building permit for which the impact fees thereof have been or will be paid or provided for pursuant to a written agreement, zoning approval, or development order which, by the written terms thereof, clearly and unequivocally was intended to provide for the full mitigation of the projected impact by enforcement of the agreement, zoning approval or development order, and not by the application of this article.

(6) A building permit which does not result in an additional dwelling unit, additional vehicular trips, or increased need for fire protection or emergency medical services.

(b) Exemptions must be claimed by the feepayer at the time of the application for a building permit. Any exemptions not so claimed will be deemed waived by the feepayer.

Sec. 2-313. Credits.

(a) Impact fee credits are subject to the following:

(1) *Prohibitions.* No credit shall be given for design or construction of site-related road improvements or local roads. No credit shall be given for recreation facilities except pursuant to an independent fee calculation prepared and accepted in accordance with § 2-306(f) of this LDC.

(2) *Eligibility.* Other approved capital improvements for transportation, regional or community parks, or fire protection may generate corresponding impact fee credits in amounts to be established pursuant to this section. The right to determine whether a capital improvement will be approved for credit purposes lies exclusively with the town.

(3) *Conditions of credit approval.* Credit for capital improvement construction or land dedication is subject to the following:

a. *Construction.* A formal request for impact fee construction credits must include a detailed project description and complete cost estimates prepared by qualified professionals and sufficient to enable the town manager to verify these cost estimates and thereby determine the amount of the credit which the town manager will recommend be authorized by the town council.

Construction credits for transportation projects may be given as the town council shall determine on a case-by-case basis if it finds that the granting of such credits will not significantly affect future transportation impact fee collections within the town. The amount of credit shall be limited to the actual verified costs of construction and may be reduced by the percentage to which the capacity of the improvement in question is reasonably expected to be utilized by future development on adjacent lands owned or controlled by the grantor. This amount then may be further reduced, as the council shall determine, to reflect the council's estimate of the value of the accelerated construction in relation to the town's schedule for construction.

b. *Land dedication.* A formal request for impact fee credits for land dedication must include:

1. A survey of the land to be dedicated, certified by a professional land surveyor duly registered and licensed by the state;

2. A specimen of the deed which he proposes to use to convey title to the appropriate governmental body;

3. An ALTA Form B title insurance policy in an amount equal to the approved value of the credits, to be issued by a company satisfactory to the town attorney and verifying that the proffered deed will convey unencumbered fee simple title to the appropriate governmental body;

4. Property appraisals prepared by qualified professionals that appraise the land as part of the whole development or parent parcel; and

5. A document from the tax collector stating the current status of property taxes on the land.

c. *Valuations.* In preparing their reports, appraisers shall value, except where a dedication is made pursuant to a condition of zoning approval, the land at its then-current zoning and without any enhanced value which could otherwise be attributed to improvements on adjacent lands. If the land in question is subject to a valid agreement, zoning approval or development order which prescribes a different valuation, the agreement, zoning approval, or development order shall control. If the dedication is made pursuant to a condition of zoning approval and is not a site-related improvement, and the zoning condition does not specifically prescribe otherwise, the land shall be valued based upon the zoning of the land as it existed prior to the zoning approval which contains the condition of dedication.

d. *Limitations on credit for land dedications.* The amount of credit which the council may approve shall be limited to the value of the land in question, as determined by the methodology and procedures set out in this section, and may be reduced by the percentage to which the capacity of the improvement in question is reasonably expected to be utilized by future development on adjacent lands owned or controlled by the grantor. This amount then may be further reduced, as the council shall determine, to reflect the council's estimate of the value of the accelerated acquisition in relation to the town's construction schedule.

e. *Independent determinations.* The town manager retains the right to independently determine the amount of credit to be recommended by securing other engineering and construction cost estimates and/or property appraisals for those improvements or land dedications. In applicable cases, impact fee credits shall be calculated so as to be consistent with F.S. § 380.06(16), (1997).

(4) *Timing of credit issuance.* Credits for construction shall be created when the construction is completed and accepted by the appropriate governmental body for maintenance, or when the feepayer posts security, as provided in this subsection, for the costs of such construction. Credits for land dedication shall be created when the title to the land has been accepted and recorded in the official records of the clerk of circuit court. Security in the form of cash, a performance bond, an irrevocable letter of credit or an escrow agreement shall be posted with the town council, made payable to the town in an amount

approved by the town manager equal to 110 percent of the full cost of such construction. If the project will not be constructed within one year of the acceptance of the offer by the town, the amount of the security shall be increased by ten percent, compounded for each year of the life of the security. The security shall be reviewed and approved by the town attorney prior to acceptance of the security by the town.

(5) *Transferability.* Impact fee credits shall be in transferable form and may be sold, assigned, or otherwise conveyed. They may be used to pay or otherwise offset the same type of impact fees required by this article.

a. Such transferable credits must be used within ten years of the date they are created, which date is the date the instruments conveying legal title to the land or improvements, which were given in exchange for credits, were recorded in the county's official record book. Credits not used during this period shall expire.

b. If impact fee rates are increased before the credits are used, the unused transferable credits, when used to pay for the impacts of a particular use listed in impact fee schedule, will be increased at the time they are used in the same percentage that the Consumer Price Index-All Urban Consumers (CUP-U), All Items, U.S. City Average (maintained by the Bureau of Labor Statistics) increased between the time the credits are used and the time the credits were created. If impact fee rates are decreased, unused transferable credits will not decrease in value.

c. Any person who accepts credits in exchange for the dedication of land or improvements does so subject to the limitations on the use, duration, nonrefund provisions and other restrictions prescribed in this article.

d. Impact fee credits previously issued by Lee County related to development or capital improvements in the town will be accepted as if they were issued by the town, provided the credits have not expired.

(6) *Withdrawal of offer.* Any person who offers land or improvements in exchange for credits may withdraw the offer of dedication at any time prior to the transfer of legal title to the land or improvements in question and pay the full impact fees required by this article.

(b) Feepayers claiming credits shall submit documentation sufficient to permit the building official to determine whether such credits claimed are due and, if so, the amount of such credits.

(c) Credits must be claimed by the feepayer at the time of the application for a building permit. Any credits not so claimed shall be deemed waived by the feepayer.

(d) Once used, credits shall be canceled and shall not be reestablished even if the permit for which they were used expires without construction.

(e) Any person seeking credits for dedication of land must meet with the town manager or designee to seek agreement on appraisal methodology and assumptions before preparing any appraisals for valuation of land to be dedicated.

(f) The town may delegate to Lee County certain administrative matters regarding impact fees, pursuant to interlocal agreement.

Sec. 2-314. Appeals.

Any decision made by the town manager or his designee, or by the building official, in the course of administering this article may be appealed in accordance with those procedures set forth in ch. 34 of this LDC for appeals of administrative decisions.

Development Impact Fee Study

Prepared for:

Town of
Fort Myers Beach FL

August 25, 2025

Prepared by:

DP Guthrie, LLC

Subcontractor to:

AXIS INFRASTRUCTURE

August 25, 2025

Will McKannay
Town Manager
Town of Fort Myers Beach
2731 Oak St.
Fort Myers Beach, FL 33931

Subject: 2025 Development Impact Fee Study

Dear Mr. McKannay:

Axis Companies is pleased to provide the 2025 Development Impact Fee Study to the Town of Fort Myers Beach (Town). In collaboration with Town staff, our report:

- Updates development projections and land use assumptions based on most recent and localized demographics, as required by the Florida Impact Fee Act
- Documents projected need for additional facilities
- Includes a fee for administrative costs, consistent with the Florida Impact Fee Act.

It has been a pleasure working with you and Town staff. Everyone's input and support has enabled Axis Infrastructure and our partners to provide an impact fee study that is tailored to the unique characteristics of Fort Myers Beach. If you have any comments or questions, please feel free to contact me directly.

Sincerely,

Jason Green, AICP, CFM

Axis Infrastructure

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Executive Summary

The Town of Fort Myers Beach (hereafter "Town") retained Axis Infrastructure and their subcontractor DP Guthrie LLC (hereafter "consultant team") to conduct a comprehensive update of non-utility development impact fees. As shown in Figure 1, Fort Myers Beach currently collects impact fees for Regional Parks, Community Parks, and Transportation infrastructure.

Figure 1 - Current Impact Fees

Impact Fees (rounded to nearest dollar)			
LAND USE TYPE	*Transportation*	*Regional Parks*	*Community Parks*
Residential:			
Single-family	$2,971	$631	$788
Multifamily (per dwelling unit)	$2,059	$518	$591
Timeshare unit	$2,237	$518	$591
Hotel/motel room	$2,237	$318	$363
Assisted living (per dwelling unit)	$1,017	$0	$0
Nonresidential (fee per 1,000 sq. ft. except as noted):			
Retail store or shopping center	$5,063	$0	$0
Bank	$8,038	$0	$0
Car wash, self-service (per stall)	$1,683	$0	$0
Convenience store with gas pumps	$11,250	$0	$0
Movie theater	$7,427	$0	$0
Restaurant, fast-food	$12,763	$0	$0
Restaurant, standard	$6,504	$0	$0
General office	$2,336	$0	$0
Medical office	$7,716	$0	$0
Church	$1,467	$0	$0
Day care center	$4,107	$0	$0
Private school	$643	$0	$0
Warehouse	$1,461	$0	$0

Summary of Major Changes

As documented in this report, Fort Myers Beach has followed the Florida Impact Fee Act and applicable legal precedents. Impact fees are proportionate and reasonably related to capital improvement demands of new development. Specific costs have been identified using local data and current dollars. With input from Town staff, the consultant team has determined demand indicators for each type of infrastructure and calculated growth share factors to allocate costs to new development. This report documents the formulas and input variables used to calculate the impact fees for each type of public facility. Impact fee methodologies also identify the extent to which new development is entitled to various types of credits to avoid potential double payment of growth-related capital costs.

Key differences between current and proposed impact fees are highlighted below.

1. On the effective date of the newly adopted impact fees, Fort Myers Beach will suspend collection of the fees for Regional Parks, Community Parks, and Transportation. Any fund balance in the respective impact fee accounts will be spent as soon as possible, consistent with the previous impact fee study and the Florida Impact Fee Act.
2. Current impact fees for residential development assess impact fees for five categories (i.e., types of units). Proposed impact fees are based on five size thresholds for dwelling units and for lodging (e.g., hotels and motels) fees are assessed per room. Dwelling units are capable of year-round occupancy and impact fees are based on climate-controlled floor area (i.e., excluding garages, porches, etc.). Lodging rooms are intended primarily for short-term occupancy and lack a complete set of kitchen appliances (e.g., range and oven).
3. Current impact fees for nonresidential development are based on 13 land use categories. The proposed fees are based on two general categories, assessed per thousand square feet of floor area. A simplified fee schedule is easier to administer and minimizes the need for assessing fees for land use changes (e.g., converting a general office building to a medical office). Definitions of the proposed nonresidential categories are provided below.
    a. Retail & Eating/Drinking Places – Nonresidential development that sells goods, including food and drinks.
    b. All Other Nonresidential – All nonresidential development that is not Retail or Eating/Drinking Places. Examples include, but are not limited to, business services, personal services, educational and religious buildings, entertainment uses (e.g., movie theater), and self-storage businesses.

Proposed Impact Fees

Figure 2 summarizes the methods and cost components used for each type of public facility in the Fort Myers Beach 2025 impact fee study.

Figure 2 - Proposed Fee Methods and Cost Components

Type of Infrastructure	Service Area	Plan-Based (future)	Cost Allocation
Parks and Recreation	Townwide	Parks and Recreation Improvements	Peak Population
Multimodal Transportation	Townwide	Multimodal Improvements	Peak Population and Inbound Primary Vehicle Trips

Figure 3 indicates proposed impact fees for new development in the Town of Fort Myers Beach over the next four years. Consistent with the Florida Impact Fee Act [see F.S. 163.31801(4)(a)], the calculation of impact fees must be based on a study using the most recent and localized data available within the past four years. Also, the new study must be adopted with 12 months of the initiation of the new impact fee study, if fees are increased.

The Town may adopt fees that are less than the amounts shown. However, a reduction in impact fee revenue will necessitate an increase in other revenues, or a decrease in planned capital expenditures, which will decrease levels of service over time.

Figure 3 - Proposed Impact Fees

	Development Unit	Parks and Recreation	Multimodal Transportation	Fee Administration	**Proposed Total**	Current Total	$ Change
Residential Development							
999 or less Sq Ft of Living Space	Dwelling Unit	$413	$499	$33	**$945**	$3,168	($2,223)
1,000 to 1,999 Sq Ft of Living Space	Dwelling Unit	$624	$755	$51	**$1,430**	$3,168	($1,738)
2,000 to 2,999 Sq Ft of Living Space	Dwelling Unit	$751	$909	$61	**$1,721**	$4,390	($2,669)
3,000 to 3,999 Sq Ft of Living Space	Dwelling Unit	$840	$1,016	$69	**$1,925**	$4,390	($2,465)
4,000 or More Sq Ft of Living Space	Dwelling Unit	$907	$1,097	$74	**$2,078**	$4,390	($2,312)
Lodging	Room	$677	$819	$55	**$1,551**	$2,918	($1,367)
Nonresidential Development							
Retail & Eating/Drinking Places	Floor Area (square feet in thousands)	$0	$4,115	$257	**$4,372**	$5,063	($691)
All Other Nonresidential	Floor Area (square feet in thousands)	$0	$1,826	$257	**$2,083**	$2,336	($253)

Introduction

Impact fees are one-time payments used to construct system improvements needed to accommodate new development. An impact fee represents new development's proportionate share of capital facility needs. Impact fees do have limitations and should not be regarded as the total solution for infrastructure funding. Rather, they are one component of a comprehensive portfolio to ensure provision of adequate public facilities needed to serve new development. In contrast to general taxes, impact fees may not be used for operations, maintenance, replacement of infrastructure, or correcting existing deficiencies. Impact fee revenues and expenditures must be accounted for in a separate accounting fund for each impact fee, and revenues must be used for capital projects providing infrastructure capacity that benefits new development.

Legal Framework

In 2006, the Florida legislature passed the "Florida Impact Fee Act" that has been amended over the years. The Town's existing impact fee ordinance will be updated in consideration of the methodology used in the 2025 impact fee study, plus any statutory changes and court rulings.

Impact Fee Methods

In contrast to project-level improvements, impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire jurisdiction (referred to as system improvements). There are three general methods for calculating impact fees. The choice of method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become complicated by many variables affecting the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three basic methods for calculating impact fees and how those methods can be applied.

Cost Recovery (past improvements)

The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.

Incremental Expansion (concurrent improvements)

The incremental expansion method documents current infrastructure standards for each type of public facility, using both quantitative and qualitative measures. New development pays its proportionate share to maintain current standards. This approach assumes there is no existing infrastructure deficiency or surplus capacity. Impact fee revenue will be used to expand or provide additional facilities, as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.

Plan-Based Fee (future improvements)

The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two options for determining the cost per service unit: 1) total cost of a public facility can be divided by total demand units (average cost), or 2) the growth-share

of the public facility cost can be divided by the net increase in service units over the planning timeframe (marginal cost).

Credits

Regardless of the methodology, a consideration of "credits" is integral to the development of legally defensible impact fees. There are two types of "credits" with specific characteristics, both of which should be considered by fee studies and ordinances. First, a revenue credit might be necessary if there is a double payment situation and other revenues are contributing to the capital costs of infrastructure to be funded by impact fees. This type of credit is integrated into the impact fee calculation, thus reducing the fee amount. Second, a site-specific credit or developer reimbursement might be necessary for dedication of land or construction of system improvements funded by impact fees. This type of credit is addressed in the administration and implementation of the impact fee program.

Parks and Recreation

The Town owns and maintains parks and recreation facilities for the use and benefit of its residents and visitors. As the Town grows both vertically and horizontally, additional facilities and improvements are necessary. This section provides an analysis for the Town's updated parks and recreation impact fee based on the costs to meet infrastructure demands from growth.

Capital Improvements for Parks and Recreation

Fort Myers Beach and the consultant team compiled a Capital Improvements Program (CIP) for the next ten years. Figure 4 lists specific projects from the CIP used to derive the 2025 impact fee for parks and recreation. Projects include improvements to existing sites, additional facilities, and expansion of sites. Based on discussions with Town staff, growth shares were identified for each project. The table below provides the Town's total cost and the amount allocated to projected growth, consistent with the increase in peak population over the next ten years.

Figure 4 - Parks and Recreation Capital Improvements Plan

Project Description	*Town Cost*	*Growth Share*	*Growth Cost*
Additional facilities at four existing beach parks	$5,000,000	20%	$1,000,000
Beach Access Improvements (24 existing sites)	$2,400,000	20%	$480,000
Recreation Campus Improvements	$1,000,000	20%	$200,000
Total Over Ten Years	$8,400,000	20%	$1,680,000
Existing Development Share Funded by Other Revenues =>			$6,720,000

Source: Town Capital Improvements Program and cost estimates by Axis Infrastructure.

Revenue Credit Evaluation

A credit for future revenue is only necessary if there is potential double payment for system improvements needed to accommodate new development. Fort Myers Beach plans to fund the growth share of future improvements from impact fees, which is approximately 20% of the total estimated capital costs identified. A revenue credit is not applicable because impact fees will be used exclusively for the growth share of capital improvements. As shown in the cash flow analysis table below, projected impact fee revenue roughly matches the growth cost of new parks and recreation facilities.

Parks and Recreation Impact Fee

As shown in Figure 5, the average number of persons per development unit, multiplied by the growth cost per person, yields the 2025 impact fees. For example, the proposed fee for a residential development that has between 2,000 to 2,999 square feet living space is $751 (truncated) per dwelling unit. This amount is derived by multiplying 2.13 persons per household by the cost factor of $353 per person. Documentation on the average number of persons by dwelling size is provided in Appendix A. The proposed impact fees for residential development are less than current fees for regional and community parks, ranging from an decrease of $4 for a lodging room to a decrease of $696 for the smallest size dwelling unit.

Figure 5 - Proposed Residential Parks and Trails Impact Fees

Growth Cost per Person

	Growth Cost for Parks and Recreation Projects -->			$1,680,000
	2025	*2035*	*Ten-Year Increase*	*Growth Cost per Person*
Peak Population	21,941	26,698	4,757	$353

Residential Development

	Development Unit	*Persons per Development Unit*	*Proposed Parks & Recreation Fee*	*Current Regional & Community Parks Fee*	*Increase/ (Decrease)*
999 or less Sq Ft of Living Space	Dwelling Unit	1.17	$413	$1,109	($696)
1,000 to 1,999 Sq Ft of Living Space	Dwelling Unit	1.77	$624	$1,109	($485)
2,000 to 2,999 Sq Ft of Living Space	Dwelling Unit	2.13	$751	$1,419	($668)
3,000 to 3,999 Sq Ft of Living Space	Dwelling Unit	2.38	$840	$1,419	($579)
4,000 or More Sq Ft of Living Space	Dwelling Unit	2.57	$907	$1,419	($512)
Lodging	Room	1.92	$677	$681	($4)

Projected Revenue for Parks and Recreation

Over the next ten years, parks and recreation impact fee revenue is projected to approximately match the growth cost of parks and recreation infrastructure (i.e., a ten-year total cost of approximately $1.68 million). Figure 6 indicates Fort Myers Beach should receive approximately $1.68 million in parks and recreation impact fee revenue over the next ten years, if actual development matches the land use assumptions provided in Appendix A. To the extent the rate of development either accelerates or slows down, there will be a corresponding change in the need for infrastructure and impact fee revenue.

Figure 6 - Projected Impact Fee Revenue for Parks and Recreation

Ten-Year Growth Cost for Parks and Recreation Facilities

$1,680,000

Projected Parks and Recreation Impact Fee Revenue

		Dwellings $679 per housing unit	*Lodging* $679 per room
	Year	*Housing Units*	*Lodging Rooms*
Base	*FY24-25*	10,097	1,310
Year 1	*FY25-26*	10,260	1,384
Year 2	*FY26-27*	10,423	1,457
Year 3	*FY27-28*	10,591	1,531
Year 4	*FY28-29*	10,759	1,604
Year 5	*FY29-30*	10,933	1,678
Year 6	*FY30-31*	11,106	1,752
Year 7	*FY31-32*	11,285	1,825
Year 8	*FY32-33*	11,465	1,899
Year 9	*FY33-34*	11,648	1,972
Year 10	*FY34-35*	11,835	2,046
	Ten-Yr Increase	1,738	736
	Projected Revenue -->	$1,180,000	$500,000
		TOTAL -->	$1,680,000

Multimodal Transportation

In 2024, the Florida Legislature added definitions of "mobility fee" and "mobility plan" to the Community Planning Act. The 2025 impact fee update is consistent with these definitions, including capital projects and a plan-based methodology promoting compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character. The Town could impose a "mobility fee" but this would require adding a "mobility plan" into the Comprehensive Plan. To simplify the adoption process, the consultant team recommends a plan-based methodology to provide multimodal transportation improvements. In contrast to old-school transportation impact fees that focus on the movement of vehicles[1], the proposed multimodal transportation fee focuses on moving people, include all modes of travel (i.e., pedestrian, bike, transit and vehicular facilities).

Proportionate Share

As shown in Figure 7, functional population was used to allocate infrastructure costs to residential and nonresidential development. Functional population is like the U.S. Census Bureau's measurement of "daytime population" that accounts for people living and working in a jurisdiction. However, functional population also considers commuting patterns and time spent at residential versus nonresidential locations. Residents that do not work are assigned 20 hours per average weekday to residential development and 4 hours per average weekday to nonresidential development. Residents that work in Fort Myers Beach are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside of Fort Myers Beach are assigned 14 hours to residential development only. Finally, inflow commuters, or non-resident workers, are assigned 10 hours to nonresidential development. Based on 2022 functional population data for Fort Myers Beach, the cost allocation for residential development is 68%, while nonresidential development accounts for 32% of the demand for infrastructure. The latest available job data from the Census Bureau is 2022, but the ratio of population to jobs only changes slightly over time.

[1] See American Planning Association PAS Memo "Next-Generation Transportation Impact Fees", Guthrie and Bise, 2015.

Figure 7 - Functional Population

Infrastructure Cost Allocation Based on Functional Population

		Demand Units in 2022		Demand Hours/Day	Person Hours
Residential					
	Population*	5,665			
71%	Residents Not Working	4,020		20	80,400
29%	Residents that Work**	1,645			
22%	Worked in City**		367	14	5,138
78%	Worked Outside City**		1,278	14	17,892
			Residential Subtotal		103,430
			Residential Share =>		**68%**
Nonresidential					
	Non-working Residents	4,020		4	16,080
	Jobs Located in City**	3,323			
11%	Resident Workers**		367	10	3,670
89%	Non-Resident Workers (inflow commuters)		2,956	10	29,560
			Nonresidential Subtotal		49,310
			Nonresidential Share =>		**32%**
				TOTAL	152,740

** 2022 U.S. Census Bureau population estimate for Fort Myers Beach*
*** 2022 Inflow/Outflow Analysis, OnTheMap web application, U.S. Census Bureau data for all jobs*

Capital Improvements Plan for Transportation

Projects used to derive 2025 multimodal transportation fees were extracted from the Town's CIP, with cost estimates provided by the consultant team. Fort Myers Beach will need approximately $14.96 million in transportation projects to accommodate new development over the next ten years, with approximately $2.99 million to be funded by impact fees. The improvements listed below provide additional capacity to existing facilities, with additional bike lanes, sidewalks, multimodal trails and ferry access facilities. The growth shares identified for each of the projects are based on the 10-year growth in peak population and jobs in the Town (see Appendix A). As shown in Figure 8, impact fees will fund 20% of the cost of multimodal transportation projects over the next ten years. The remaining share attributable to existing development (i.e., approximately $12 million) will be funded by other revenues (e.g., sales tax, grants, and other revenue sources).

Figure 8 – Transportation Improvements

Project Description	*Cost per Mile*	*Miles Needed*	*Town Cost*	*Growth Share*	*Growth Cost*
Bike Lanes	$911,900	9.15	$8,344,000	20%	$1,668,800
Multimodal Trails	$681,800	1.63	$1,111,000	20%	$222,200
Sidewalk Connections	$349,300	1.44	$503,000	20%	$100,600
Ferry Access Facilities (5 proposed on R2P2 mobility map)			$5,000,000	20%	$1,000,000
Total Over Ten Years			$14,958,000	20%	**$2,991,600**
Existing Development Share of Transportation Projects to be Funded by Other Revenues =>					$11,966,400

Source: Town Capital Improvements Program and cost estimates by Axis Infrastructure.

Revenue Credit Evaluation

A credit for future revenue is only necessary if there is a potential double payment for the growth share of system improvements needed to accommodate new development. Fort Myers Beach plans to fund the growth share of future improvements from impact fees, which is approximately 20% of the total estimated capital cost. A revenue credit is not applicable because impact fees will be used exclusively for the growth share of capital improvements. As shown in Figure 10 below, projected impact fee revenue roughly matches the growth cost of mobility improvements.

Multimodal Transportation Fees

As shown in Figure 9, the ten-year growth cost of transportation improvements to be funded by fees is $2,991,600. Based on the above functional population analysis, the cost allocation for residential development is 68%, while nonresidential development accounts for 32% of the demand for multimodal transportation improvements. For residential development, the growth cost of improvements is $427 per person. The multimodal transportation fee per unit or room is equal to the cost per person multiplied by the average number of persons per development unit. Persons per unit, by size threshold, are documented in Appendix A.

For nonresidential development, the growth cost is $337 per inbound, primary vehicle trip. Transportation fees for nonresidential development equal the capital cost per additional vehicle trip end multiplied by the average number of inbound, primary vehicle trips per development unit, for each type of development. Trip generation rates per thousand square feet of floor area are documented in Appendix A. A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). To calculate transportation fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50%. As discussed further below, the transportation impact fee methodology includes an additional adjustment to make the fees proportionate to infrastructure demand for commercial development.

For Retail & Eating/Drinking Places, the trip adjustment factor is less than 50% because these developments attract vehicles as they pass by on arterial roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not their primary destination. For the average shopping center, the Institute of Transportation Engineers indicates that 34% of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66% of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66% multiplied by 50%, or approximately 33% of the trip ends for an average-size shopping center, which is the proxy for Retail & Eating Drinking Places.

Figure 9 - Proposed Multimodal Transportation Fees

Growth Cost and Allocation per Service Unit

Growth Cost for Transportation Improvements =>			$2,991,600		
	2025	*2035*	*Proportionate Share*	*2025 to 2035 Increase*	*Growth Cost per Service Unit*
Peak Population	21,941	26,698	68%	4,757	$427
Inbound Primary Vehicle Trips	16,456	19,294	32%	2,839	$337

Residential Development

	Development Unit	*Persons per Development Unit*	*Proposed Multimodal Transportation Fee*	*Current Transportation Fee*	*Increase/ (Decrease)*
999 or less Sq Ft of Living Space	Dwelling Unit	1.17	$499	$2,059	($1,560)
1,000 to 1,999 Sq Ft of Living Space	Dwelling Unit	1.77	$755	$2,059	($1,304)
2,000 to 2,999 Sq Ft of Living Space	Dwelling Unit	2.13	$909	$2,971	($2,062)
3,000 to 3,999 Sq Ft of Living Space	Dwelling Unit	2.38	$1,016	$2,971	($1,955)
4,000 or More Sq Ft of Living Space	Dwelling Unit	2.57	$1,097	$2,971	($1,874)
Lodging	Room	1.92	$819	$2,237	($1,418)

Nonresidential Development

ITE Code	*Type*	*Development Unit*	*Inbound Primary Vehicle Trips*	*Proposed Multimodal Transportation Fee*	*Current Transportation Fees*	*Increase/ (Decrease)*
820	Retail & Eating/Drinking Places	KSF	12.21	$4,115	$5,063	($948)
710	All Other Nonresidential	KSF	5.42	$1,826	$2,336	($510)

Projected Impact Fee Revenue for Transportation

Over the next ten years, transportation impact fee revenue is projected to be slightly less than the growth cost of capital improvements, which has a ten-year total cost of approximately $2.99 million. Figure 10 indicates that Fort Myers Beach should receive approximately $2.99 million (rounded) in transportation impact fee revenue, if actual development matches the land use assumptions documented in Appendix A.

Figure 10 - Projected Transportation Impact Fee Revenue

			Growth Cost			
		Transportation Improvements =>	$2,991,600			
Projected Transportation Fee Revenue						
			Dwellings	*Lodging*	*Retail & Eating/Drinking Places*	*All Other Nonresidential*
		Year	$821 per housing unit	$821 per room	$4,115 per 1,000 Sq Ft	$1,826 per 1,000 Sq Ft
			Housing Units	*Lodging Rooms*	*KSF*	*KSF*
Base		*FY24-25*	10,097	1,310	1,228	269
Year 1		*FY25-26*	10,260	1,384	1,248	273
Year 2		*FY26-27*	10,423	1,457	1,268	277
Year 3		*FY27-28*	10,591	1,531	1,289	282
Year 4		*FY28-29*	10,759	1,604	1,309	286
Year 5		*FY29-30*	10,933	1,678	1,330	291
Year 6		*FY30-31*	11,106	1,752	1,351	296
Year 7		*FY31-32*	11,285	1,825	1,373	300
Year 8		*FY32-33*	11,465	1,899	1,395	305
Year 9		*FY33-34*	11,648	1,972	1,417	310
Year 10		*FY34-35*	11,835	2,046	1,440	315
	Ten-Yr Increase		1,738	736	212	46
	Projected Revenue =>		$1,427,000	$604,000	$872,000	$84,000
					TOTAL -->	$2,987,000

Administrative Charges

According to Florida's impact fee enabling legislation, a jurisdiction must limit administrative charges for the collection of impact fees to actual costs. Because impact fees will be updated every four years, administrative charges were allocated to the projected increase in service units over four years. Costs shown below are limited to the cost of impact fee studies.

Figure 11 - Actual Cost of Fee-Related Studies and Administration

Input Variables for Administrative Charges		
Impact Fee Administration by City Staff	$0	
Consultant Studies	$80,000	
Total Administrative Cost =>	$80,000	
Proportionate Share (Functional Population) =>	68%	32%
	Population	Jobs
Four-Year Increase in Service Units =>	1,838	229
	Cost per Person	Cost per Job
	$29	$111
Residential Development		
Category	*Persons per Unit*	*Proposed Administrative Charge*
999 or less Sq Ft of Living Space per Dwelling	1.17	$33
1,000 to 1,999 Sq Ft of Living Space per Dwelling	1.77	$51
2,000 to 2,999 Sq Ft of Living Space per Dwelling	2.13	$61
3,000 to 3,999 Sq Ft of Living Space per Dwelling	2.38	$69
4,000 or More Sq Ft of Living Space per Dwelling	2.57	$74
Lodging (per room)	1.92	$55
Nonresidential Development (per 1,000 square feet of floor area)		
Category	*Jobs per 1,000 Sq Ft*	*Proposed Administrative Charge*
Retail & Eating/Drinking Places	2.32	$257
All Other Nonresidential	2.32	$257

Appendix A: Demographics and Development Projections

Appendix A contains the projected population, housing units, jobs, and nonresidential floor area data that provide the foundation for the Town of Fort Myers Beach impact fee update. To evaluate the demand for growth-related infrastructure by development type and size, the consultant team also prepared documentation on average number of persons by size of dwelling and jobs per thousand square feet of floor area (abbreviated as "KSF").

Development impact fees are based on the need for growth-related improvements and must be proportionate by type of land use. Demographic data and development projections will be used to demonstrate proportionality and anticipate the need for future infrastructure. In contrast to the Town's Comprehensive Plan, which has a long-range horizon (typically at least 20 years), impact fees require a quantitative analysis with a shorter focus. Impact fee studies typically look forward no more than ten years, with the expectation that fees will be periodically updated (e.g. every 4 years to comply with the Florida Impact Fee Act). Infrastructure standards were calibrated using fiscal year FY24-25 data, with FY25-26 being the first projection year. The Town's fiscal year begins on October 1st.

Summary of Growth Indicators

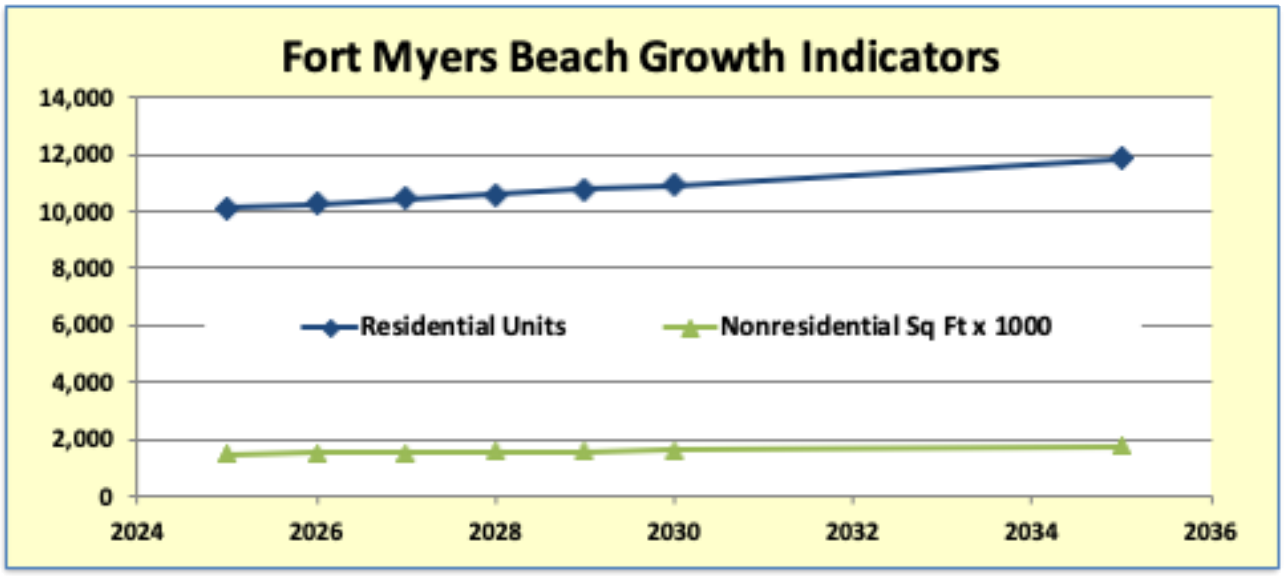
Key development projections for the 2025 Fort Myers Beach impact fee study are housing units and nonresidential floor area (see Figure A1). Over the next five years, the impact fee update expects an average increase of 167 housing units per year. The compound growth rate of 1.6% per year is based on 2023 and 2035 population data for Lee County (University of Florida, BEBR Population Projections, November 2024).

For nonresidential development, Fort Myers Beach expects an average increase of 23,000 square feet of nonresidential floor area per year. These projections will be used to estimate impact fee revenue and to indicate the anticipated need for growth-related infrastructure. The goal is to have reasonable projections. Because impact fee methods are designed to reduce sensitivity to development projections in the determination of the proportionate-share fee amounts, if actual development is slower than projected, impact fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development is faster than anticipated, the Town will receive an increase in impact fee revenue and will need to accelerate infrastructure improvements to keep pace with the actual rate of development.

Figure A1 - Projected Development Units and Growth Rates

Fort Myers Beach FL

	Year							2025 to 2030 Average Annual	
	2025	2026	2027	2028	2029	2030	2035	Increase	Compound Growth Rate
Residential Units	10,097	10,260	10,423	10,591	10,759	10,933	11,835	167	1.60%
Nonresidential Sq Ft x 1000	1,497	1,521	1,545	1,571	1,595	1,621	1,755	25	1.60%



Residential Development and Persons per Household

For detailed demographic data, the U.S. Census Bureau uses a continuous monthly mailing of surveys known as the American Community Survey (ACS), which is limited by sample-size constraints. For example, data on detached housing units are now combined with attached single units (commonly known as townhouses). Part of the rationale for imposing fees by size threshold, as discussed further below, is to address this ACS data limitation. Because townhouses and apartments generally have fewer bedrooms and less floor area than detached units, size thresholds make fees more proportionate and facilitates construction of affordable units.

According to the U.S. Census Bureau, a household is a housing unit that is occupied by year-round residents. Development fees often use per capita standards and persons per housing unit, or persons per household, to derive proportionate-share fee amounts. The consultant team recommends that impact fees for residential development in Fort Myers Beach be imposed according to the number of year-round residents per household. Figure A2 indicates that Fort Myers Beach averages 1.92 year-round residents per household.

Figure A2 - Persons per Household

2023 Estimates for Town of Fort Myers Beach

	Year-round Residents	Households	**Residents per Household**	Housing Units	Residents per Housing Unit	Vacancy Rate
All Units	5,527	2,872	**1.92**	9,773	0.57	71%
Group Quarters	21					
TOTAL	5,548					

Source: U.S. Census Bureau, 2019-2023 American Community Survey, Tables B01003, B11002, B25011 , B25001 and B26001.

Demand Indicators by Dwelling Size

Impact fees must be proportionate to the demand for infrastructure. Because the average number of persons per household has a strong, positive correlation to the number of bedrooms, the consultant team recommends residential impact fee schedules that increase by dwelling size. Custom tabulations of demographic data by bedroom range can be created from individual survey responses provided by the U.S. Census Bureau, in files known as Public Use Micro-Data Samples (PUMS). PUMS files are only available for areas of at least 100,000 persons. For the 2025 impact fee study, the consultant team used data from four coastal Public Use Micro-Data Areas (PUMA) extending from Fort Myers Beach to Naples. As shown in Figure A3, the consultant team derived average persons per household by bedroom range, from un-weighted PUMS data. The recommended multipliers by bedroom range (shown below) are for all types of housing units, adjusted to the control totals for the Town. As shown above, the U.S. Census Bureau indicates that the Town averages 1.92 persons per household.

Figure A3 - Average Number of Persons by Bedroom Range

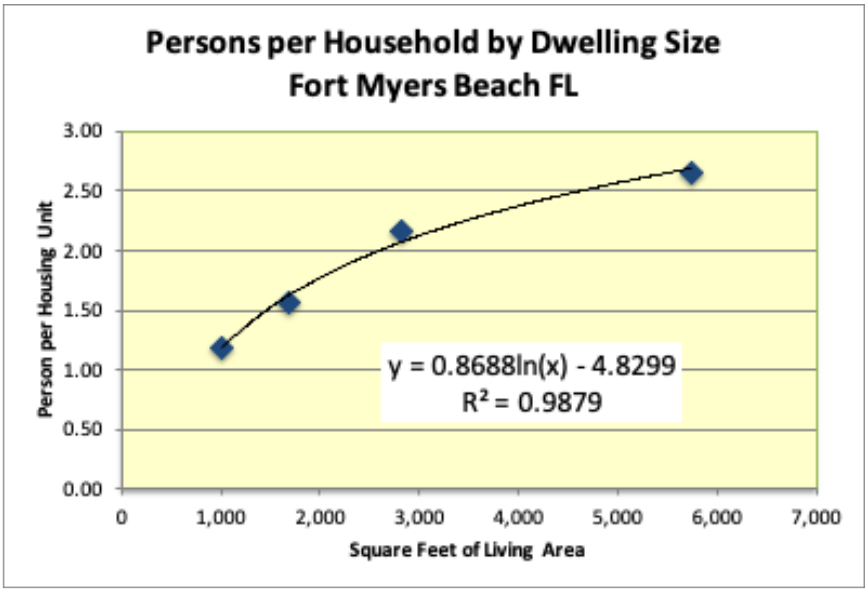
			Recommended Multipliers (2)	
Bedrooms	Residents (1)	Housing Units (1)	Residents per Household	Housing Mix
0-1	265	276	1.18	7.6%
2	1,788	1,413	1.56	39.1%
3	2,554	1,450	2.17	40.1%
4+	1,026	476	2.65	13.2%
Total	5,633	3,615	1.92	100.0%

(1) American Community Survey 2023, Public Use Microdata Sample (PUMS) includes four coastal PUMAs from Fort Myers Beach to Naples.
(2) Recommended persons per housing unit are scaled to make the average derived from PUMS survey data match the control total for Fort Myers Beach (i.e. 1.92 persons per household).

Impact fees based on size of dwelling are generally easier to administer when expressed in square feet of finished living space for all types of housing. Fees based on floor area rather than the number of bedrooms eliminates the need for criteria to make administrative decisions on whether a room qualifies as a bedroom. The consultant team recommends that impact fees for residential development be imposed based on finished square feet of living space, excluding garages, patios and porches that are not climate-controlled. Average floor area and number of persons by bedroom range are plotted in Figure A4, with a logarithmic trend line derived from averages for Fort Myers Beach. Using the trend line formula shown in the chart, the consultant team derived estimated average number of persons, by dwelling size, using five sizes thresholds. The consultant team recommends a minimum fee based on a unit size of 999 square feet or less, and a maximum impact fee for units 4,00 square feet or greater. According to the U.S. Census Bureau's 2023 Survey of Construction Microdata, the national median size multifamily housing unit with 0-1 bedrooms was 1,006 square feet. Based on building permits provided by the Town, residential units in Fort Myers Beach constructed from 2020 through 2024 had the median square feet by size range, as shown in Figure A4.

Figure A4 - Persons by Square Feet of Living Space

Actual Averages per Unit			*Fitted-Curve Values*	
Bedrooms	*Square Feet*	*Persons*	*Sq Ft Range*	*Persons*
0-1	1,006	1.18	999 or Less	1.17
2	1,681	1.56	1,000 to 1,999	1.77
3	2,816	2.17	2,000 to 2,999	2.13
4+	5,745	2.65	3,000 to 3,999	2.38
			4,000 or More	2.57



Average persons per household are derived from 2023 ACS PUMS data for the four coastal PUMAs from Fort Myers Beach to Naples. Square feet for 0-1 bedroom, is the median size for all multifamily units constructed in the United States in 2023. Median square feet for 2, 3 and 4+ bedrooms is from residential building permits in Fort Myers Beach from 2020 through 2024.

Nonresidential Development

In addition to data on residential development, the calculation of impact fees requires data on nonresidential development. The consultant team uses the term "jobs" to refer to employment by place of work. In Figure A5, gray shading indicates two nonresidential development prototypes used to derive vehicle miles of travel. Average weekday vehicle trip generation rates are from the Institute of Transportation Engineers (ITE 2022). The prototype for Retail & Eating/Drinking Places is an average-size shopping center. This category includes all businesses that sell merchandise, including eating/drinking places. For All Other Nonresidential, the development prototype is an average-size general office building. This category includes, but is not limited to, all business and personal services, like banks, medical offices, real estate offices, beauty salons, and spas.

Figure A5: Employee and Building Area Ratios

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit*	Wkdy Trip Ends Per Employee*	Emp Per Dmd Unit	Sq Ft Per Emp
820	Shopping Center	1,000 Sq Ft	37.01	17.42	2.12	471
710	General Office	1,000 Sq Ft	10.84	3.33	3.26	307
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
310	Hotel	Room	7.99	14.34	0.56	1,795
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637

* *Trip Generation, Institute of Transportation Engineers, 11th Edition (2022).*

The calculation of impact fees requires data on nonresidential development, as discussed below. Consultant team uses the term "jobs" to refer to employment by place of work. Figure A6 indicates 2022 estimates of jobs and nonresidential floor area in Fort Myers Beach. Job estimates, by type of nonresidential development, are from the Work Area Profile, available through the U.S. Census Bureau's online web application known as OnTheMap. The square feet of floor area by nonresidential type were estimated using square feet per employee multipliers derived from ITE data.

Figure A6 - Jobs and Floor Area Estimates

	2022 Jobs (1)		Sq Ft per Job	Square Feet of Floor Area (2)	Jobs per 1000 Sq Ft
Retail & Eating/Drinking Places (2)	2,489	75%	471	1,170,000	2.13
All Other Nonresidential (3)	834	25%	307	260,000	3.21
TOTAL	3,323	100%	430	1,430,000	2.32

(1) Work Area Profile, OnTheMap, U.S. Census Bureau.

(2) Major sectors are Retail Trade and Accommodation/Food Services.

(3) Major sectors are Real Estate/Rental/Leasing, Public Administration, and Other Services.

Detailed Land Use Assumptions

Development projections shown in Figure A7 and A8 are key inputs for the 2025 impact fee update. Peak population estimates are derived from Fort Myers Beach's 2023 population estimate published by the U.S. Census Bureau and a 1.6% annual compound growth rate. The latter is consistent with the Bureau of Economic and Business Research projected population increase for Lee County from 2023 to 2035. The consultant team converted population into housing units, using the latest Census Bureau estimate of 0.57 persons per housing unit. Housing units include occupied, vacant, and seasonal dwellings.

Figure A7 - Projected Population and Housing Units

Fort Myers Beach FL	*FY24-25*	*FY25-26*	*FY26-27*	*FY27-28*	*FY28-29*	*FY29-30*	*FY34-35*	*Compound*
FY begins October 1st	*2025*	*2026*	*2027*	*2028*	*2029*	*2030*	*2035*	*Annual*
Year =>	*Base*	*1*	*2*	*3*	*4*	*5*	*10*	*Growth Rate*
Peak Population								
Year-Round Residents	5,705	5,797	5,889	5,984	6,079	6,177	6,687	1.60%
Seasonal Visitors in Housing Units	13,721	13,942	14,164	14,392	14,620	14,857	16,083	
Seasonal Visitors in Lodging Rooms	2,515	2,657	2,798	2,939	3,080	3,222	3,928	
TOTAL	21,941	22,396	22,851	23,315	23,779	24,256	26,698	
Housing Units								
Total Housing Units	10,097	10,260	10,423	10,591	10,759	10,933	11,835	
Persons per Housing Unit	0.57	0.57	0.57	0.57	0.57	0.57	0.57	

Figure A8 indicates projected jobs and nonresidential floor area by type of development. Projected jobs were converted to nonresidential floor area using the current multipliers shown in Figure A6. Fort Myers Beach currently averages 430 square feet of nonresidential floor area per job. The constant ratio 0.35 jobs per housing unit, indicates that nonresidential development is expected to increase at the same pace as residential development over the next ten years.

Figure A8 - Projected Jobs and Non-residential Floor Area

Fort Myers Beach FL	*FY24-25*	*FY25-26*	*FY26-27*	*FY27-28*	*FY28-29*	*FY29-30*	*FY34-35*
FY begins October 1st	*2025*	*2026*	*2027*	*2028*	*2029*	*2030*	*2035*
Year =>	*Base*	*1*	*2*	*3*	*4*	*5*	*10*
Jobs in Fort Myers Beach							
Retail & Eating/Dringking Places	2,610	2,652	2,694	2,738	2,782	2,826	3,060
All Other Nonresidential	875	889	903	917	932	947	1,025
Total Jobs	3,485	3,541	3,597	3,655	3,714	3,773	4,085
Jobs to Housing Ratio	0.35	0.35	0.35	0.35	0.35	0.35	0.35
Nonresidential Floor Area (square feet in thousands)							
Retail & Eating/Dringking Places	1,228	1,248	1,268	1,289	1,309	1,330	1,440
All Other Nonresidential	269	273	277	282	286	291	315
Total KSF	1,497	1,521	1,545	1,571	1,595	1,621	1,755
Avg Sq Ft Per Job	430	430	430	430	429	430	430
Avg Jobs per KSF	2.32	2.32	2.32	2.32	2.32	2.32	2.32

Appendix B: Implementation and Administration

The service area for Town impact fees is the entire incorporated area of Fort Myers Beach. According to the Florida Impact Fee Act, a municipality may provide an exception or waiver of impact fees for construction of housing that is affordable. If a municipality provides such an exception or waiver, it is not required to use any other revenue source to offset the impact.

Impact fees for dwelling units will be imposed according to size thresholds. For a building with more than one residential unit, Town staff will determine the average size threshold for the entire building by dividing total climate-controlled floor area by the total number of dwellings in the building.

Nonresidential development categories represent general groups of land uses that share similar vehicle trip generation rates. An applicant may submit an independent study to document unique demand indicators for a particular development. The independent study must be prepared by a professional engineer or certified planner and use the same type of input variables as those in the impact fee study. The independent fee study will be reviewed by Town staff and can be accepted as the basis for a unique fee calculation. If staff determines the independent fee study is not reasonable, the applicant may appeal the administrative decision to elected officials for their consideration.

Credits and Reimbursements

New development should not be required to pay twice for the cost of new facilities (i.e., once through development fees and again through other taxes or fees that are used to fund the growth cost of facilities). To avoid potential double-payment, development fees may be reduced, and such a reduction is referred to as an offset or revenue credit that is incorporated into the development fee calculation. In general, offsets are only required for funding that is dedicated for capacity-expanding improvements of the type addressed by the development fee. A municipality is not required to use general fund revenue to pay for growth-related improvements.

Specific policies and procedures related to site-specific credits or developer reimbursements should be addressed in the ordinance that establishes the impact fee schedule. Project-level improvements, normally required as part of the development approval process, are not eligible for credits against impact fees. If a developer constructs a system improvement, it will be necessary to either reimburse the developer or provide a site-specific credit. The latter option is more difficult to administer because it creates unique fees for specific geographic areas. The consultant team recommends establishing a reimbursement agreement with a developer that construct a system improvement. The reimbursement agreement should be limited to a payback period of no more than ten years. The Town should not pay interest on the outstanding balance. The developer must provide sufficient documentation of the actual cost incurred for the system improvement. The Town should only agree to pay the lesser of the actual construction cost or the estimated cost used in the impact fee analysis. If the Town pays more than the cost used in the fee analysis, there will be insufficient impact fee revenue. Reimbursement agreements should only obligate the Town to reimburse developers annually according to actual fee collections from the service area. If the Town collects impact fees for other types of infrastructure, site specific credits or developer reimbursements for one type of system improvement does not negate payment of impact fees for other types of infrastructure.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the Town's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: Ord 25-24 Impact Fee Study and LDC Text Amendment
AN ORDINANCE OF THE TOWN COUNCIL OF FORT MYERS BEACH, FLORIDA ADOPTING AN IMPACT FEE STUDY DATED AUGUST 25, 2025 AND PREPARED BY AXIS INFRASTRUCTURE AND DP GUTHRIE LLC; AMENDING ARTICLE IV ENTITLED "IMPACT FEES" IN CHAPTER 2 ENTITLED ADMINISTRATION OF THE TOWN OF FORT MYERS BEACH CODE OF ORDINANCES TO 1) INCORPORATE UPDATED INFORMATION CONTAINED IN THE REFERENCED IMPACT FEE STUDY, 2) REDUCE THE NUMBER OF IMPACT FEE CATEGORIES AND SPECIFIC USES, 3) CHANGE THE METHOD OF CALCULATION OF FEES FOR SINGLE FAMILY HOMES FROM PER DWELLINGTO SQUARE FOOTAGE RANGE TO REFLECT THE TYPICAL IMPACT OF LARGER HOMES, 4) REDUCE THE AMOUNT OF FEES BASED ON UPDATED POPULATION AND PROJECT EXPECTATIONS, AND 5) PROVIDING FOR AN UPDATE EVERY FOUR (4) YEARS PAYABLE FROM COLLECTED IMPACT FEES; PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- X The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

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

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance is to adopt the Town's updated Impact Fee Study and amend Article IV Impact Fees of the Town's Land Development Code to provide updates from the study for the application of and collection of fees related to growth.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, including the following, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the Town's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The proposed changes to the Impact Fee schedule includes reduction in fees for multiple categories and leaves the estimated administrative fee at the same rate as allowed by the current Impact Fee schedule.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
Dozens of properties will be impacted if they decide to rebuild larger structures and change uses to those that have a higher Impact Fee rate. Those properties will be given credit for what was previously on the property if they develop within the adopted exemption period.

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

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-94**

1. **Request:**

Meeting Date: November 17, 2025

This legislative agenda item is a Second Reading and Public Hearing on proposed Ordinance 24-10

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING THE TOWN OF FORT MYERS BEACH COMPREHENSIVE PLAN IN ITS ENTIRETY, PURSUANT TO 163.3184 (3), FLORIDA STATUTES; PROVIDING FOR ADOPTION OF THE TOWN OF FORT MYERS BEACH COMPREHENSIVE PLAN 2045, INCLUDING AMENDMENTS TO THE FUTURE LAND USE ELEMENT AND THE FUTURE LAND USE MAP, THE COMMUNITY DESIGN ELEMENT, THE TRANSPORTATION ELEMENT, THE HOUSING ELEMENT, THE HISTORIC PRESERVATION ELEMENT, THE UTILITIES ELEMENT, THE CONSERVATION ELEMENT, THE COASTAL MANAGEMENT ELEMENT, THE RECREATION, & OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENTS ELEMENT, AND THE PROPERTY RIGHTS ELEMENT; INCLUSIVE OF ALL ASSOCIATED TABLES, EXHIBITS AND MAPS; AUTHORIZING FINDINGS AND ADMINISTRATIVE ACTIONS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR EFFECTIVE DATE.

Why the action is necessary:

This is the second hearing for adoption of the ordinance that adopts the comprehensive plan and future land use map.

What the action accomplishes:

Adoption of the comprehensive plan is required by the state and will allow the Town to move forward on other related updates.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
PUBLIC HEARINGS	Ordinance	Jason Green, Community Development Services

5. **Background:**

The Comprehensive Plan was approved by the Town Council for transmittal to the state. The state agency comments have been received and the response to those comments can be found in the agenda packet, along with the entire comprehensive plan for adoption. This is the second and final hearing for adoption of the comprehensive plan.

Attachments:

1. NS New 24-10, Comprehensive Plan (1)
2. Exhibit A: Town of Fort Myers Beach Comprehensive Plan 2045.
3. Response Memo for adoption hearing
4. Full FLU Map

Financial Impact:

Unknown

6. **Alternative Action**

Recommend changes and adoption

7. **Management Recommendations:**
Adopt Ordinance 24-10

8. **Recommended Approval:**

Jason Green, Community Development Services	Created/Initiated - 11/6/2025
Frankie Kropacek, Community Development Director	Approved - 11/6/2025
Joe Onzick, Finance Director	Approved - 11/7/2025
nancy stuparich, Town Attorney	Approved - 11/8/2025
Amy Baker, Town Clerk	Approved - 11/10/2025
William McKannay, Town Manager	Final Approval - 11/10/2025

ORDINANCE 24-10
(FMB Comprehensive Plan Adoption)

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING THE TOWN OF FORT MYERS BEACH COMPREHENSIVE PLAN IN ITS ENTIRETY, PURSUANT TO 163.3184 (3), FLORIDA STATUTES; PROVIDING FOR ADOPTION OF THE TOWN OF FORT MYERS BEACH COMPREHENSIVE PLAN 2045, INCLUDING AMENDMENTS TO THE FUTURE LAND USE ELEMENT AND THE FUTURE LAND USE MAP, THE COMMUNITY DESIGN ELEMENT, THE TRANSPORTATION ELEMENT, THE HOUSING ELEMENT, THE HISTORIC PRESERVATION ELEMENT, THE UTILITIES ELEMENT, THE CONSERVATION ELEMENT, THE COASTAL MANAGEMENT ELEMENT, THE RECREATION, & OPEN SPACE ELEMENT, THE INTERGOVERNMENTAL COORDINATION ELEMENT, THE CAPITAL IMPROVEMENTS ELEMENT, AND THE PROPERTY RIGHTS ELEMENT; INCLUSIVE OF ALL ASSOCIATED TABLES, EXHIBITS AND MAPS; AUTHORIZING FINDINGS AND ADMINISTRATIVE ACTIONS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Fort Myers Beach, Florida, desires to amend the Town of Fort Myers Beach's Comprehensive Plan in its entirety, in accordance with Chapter 163.3184(3); and

WHEREAS, the Town Council has provided notice of the proposed Comprehensive Plan 2045 Amendment ("Comprehensive Plan") and has conducted the required public bearings to receive citizen input; and

WHEREAS, the Comprehensive Plan contains goals, objectives, and policies to guide the development of the Town of Fort Myers Beach through the year 2045, addressing future land use map, the community design element, the transportation element, the housing element, the historic preservation element, the utilities element, the conservation element, the coastal management element, the recreation, & open space element, the intergovernmental coordination element, and the capital improvements element; inclusive of all associated tables, exhibits and maps; and

WHEREAS, the Local Planning Agency of the Town of Fort Myers Beach, held a public hearing at its duly noticed April 9, 2024 public meeting to consider the proposed Comprehensive Plan amendment and recommended that Town Council adopt the same; and

WHEREAS, the Town Council has reviewed and considered all relevant evidence, information and testimony, as well as the recommendations of the Local Planning Agency, witnesses, the public, and Town staff and has determined that the proposed amendment is in compliance with Chapters 163.3184 and 166.041, Florida Statutes; and

WHEREAS, on May 6, 2024, the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration and recommendation of the LPA and transmitted a copy to the Florida Department of Economic Opportunity for comment; and

WHEREAS, on September 9, 2024, the Town Council held a Second and the adoption hearing of the proposed Ordinance and voted to continue the hearing to a future date; and

WHEREAS, a second reading of the proposed Ordinance and a public hearing was legally advertised and thereafter held before the Town Council on November 17, 2025; at which time the Town Council gave full and complete consideration for adoption of the Comprehensive Plan as proposed in the Ordinance; and

WHEREAS, all necessary hearings and public notices, in conformity with the procedural and substantive requirements of Florida Statutes and the Comprehensive Plan have been satisfied; and

WHEREAS, the adoption of the Town's Comprehensive Plan furthers the health, safety and welfare of its citizens, local businesses and visitors of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FORT MYERSBEACH, LEE COUNTY, FLORIDA, **AS FOLLOWS**:

Section 1. Ratification of Recitals. The Town Council of the Town of Fort Myers Beach, Florida, hereby adopts and ratifies those matters as set forth in the foregoing "WHEREAS" recitals.

Section 2. Comprehensive plan amendment. The amendment to the Town of Fort Myers Beach Comprehensive Plan 2045 is hereby adopted, which amends the Goals, Objectives & Policies and Data Inventory & Analysis, including the Future Land Use Maps and all tables incorporated by reference, for the following elements: future land use map, the community design element, the transportation element, the housing element, the historic preservation element, the utilities element, the conservation element, the coastal management element, the recreation, & open space element, the intergovernmental coordination element, and the capital improvements element, as set forth in the attached Exhibit "A". A certified copy of the Town of Fort Myers Beach Comprehensive Plan 2045 shall be located in the Town Clerk's office.

Section 3. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to void or declared illegal, invalid, or unconstitutional by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 4. Repeal of Laws in Conflict. If any ordinances, or parts of ordinances, or if any sections, or parts of sections, of the Ordinances of the Town of Fort Myers Beach, Florida, are in conflict herewith, this Ordinance shall control to the extent of the conflicting provisions.

Section 5. Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent, may be authorized by the Town Manager, or the Town Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 6. Effective Date. The effective date of this plan amendment, if the amendment is not timely challenged, shall be thirty-one (31) days after the state land planning agency notifies the Town of Fort Myers Beach that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance in accordance with 166.3184 (3)(c)(4), Florida Statute. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

The foregoing Ordinance was moved for passage upon second reading this 17th day of November, 2025, by Council Member_____. The motion was seconded by Council Member _____. Upon being put to a vote, the vote was as follows:

Dan Allers, Mayor ___
Jim Atterholt, Vice Mayor ___
John R King, Council Member ___
Rebecca Link, Council Member ___
Scott Safford, Council Member ___

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

Exhibit A: Town of Fort Myers Beach Comprehensive Plan 2045.

TOWN OF FORT MYERS BEACH

2045 COMPREHENSIVE PLAN

OCTOBER 2025

GOALS, OBJECTIVES, & POLICIES

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GOALS, OBJECTIVES, & POLICIES

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The Fort Myers Beach of today and in the future is a safe, multigenerational community where residents can grow older with our families, together with the Town, peacefully and quietly enjoying our natural resources, with scenic views of the Gulf and the beaches, while still being able to find good eats, experiences, and music locally when one desires. We are a place that welcomes and embraces visitors and new residents.

Fort Myers Beach is resilient, having learned the lessons of natural events. We care deeply about our environment, natural resources, and water quality.

Our community is one that has transportation choices and is easy to get around, with great local opportunities for lifelong learning, and is backed by strong civic services, like the library. Fort Myers Beach strives to ensure accessibility to personal services and experiences, like medical services, banks, entertainment, groceries, and others, for our community.

This is our slice of paradise. We share it in balanced ways that contribute positively towards our overall quality of life, with considerations of economic and social resiliency.

Thematic Aspects of Our Community Vision:

Neighborhood Character

- Preserve small-town character and community identity
- Limit high-density development and new high rises
- Enhance parks and civic/public spaces as community hubs

Community Mobility and Accessibility

- Promote alternative transportation: bike paths, trolleys, walkability
- A safe, accessible and walkable community that's designed around pedestrians, bicyclists and public transit riders of all ages and abilities
- Ensure beach access for pedestrians and bicyclists

Natural and Cultural Assets

- Preservation of natural and cultural assets
  - Beach
  - Mound House
  - Inclusive growth that serves residents
- Maintain scenic views and coastal integrity through height limits
- Ensure water quality and protect the environment
- Protect and create opportunities for meaningful personal experiences through cultural events and interactions with nature

Growth and Development

- Human-scale development that respects the present scale of the town
- Growth is acceptable if aligned with the town's character and values
- Encourage local businesses and services within town limits
- Balance tourism with sustainability and resident quality of life

GOAL ~~4~~ FLU-1: To keep Fort Myers Beach a healthy and vibrant "small town," while capitalizing on the vitality and amenities available in a beach–resort environment and minimizing the damage to the natural and built environment that a hurricane, sea-level rise, and coastal erosion could inflict.

OBJECTIVE ~~4~~ FLU-1-A: SMALL-TOWN CHARACTER - Maintain the small-town character of Fort Myers Beach and the pedestrian-oriented "public realm" that allows people to move throughout the island ~~around~~ without ~~their~~ the need of cars even in the midst of peak-season congestion.

POLICY ~~4-A-1~~ FLU-1-A-1: Maintaining the town's current "human scale" is a fundamental redevelopment principle. ~~Fort Myers Beach is best enjoyed from outside a car; n~~ 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 Land Development Codes shall ensure that improvements which potentially impact the appearance of Estero Boulevard, as well as major activity centers such as Times Square and Villa Santini, the mixed-use districts, the town's shoreline, scenic views of the waterfront and tidal waters, public parks and other public grounds and institutions are managed and enhanced through application of the site plan review process.

Community character is reflected in Floor to Area Ratios (FAR), lot sizes, house sizes, site placement, height, architectural features and existing vegetation. The Town should strive to stabilize and preserve neighborhoods and establish urban design standards which protect and promote quality of life, in order to prevent teardowns, encourage re-use, infill and new development.

POLICY ~~4-A-2~~ FLU-1-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. All new development is encouraged to provide for amenities that enhance the public realm, including, but not limited to: art, benches, bike racks, trash receptacles, right-of-way landscaping, etc.

POLICY ~~4-A-3~~ FLU-1-A-3: The T~~t~~own ~~shall~~ should protect residential neighborhoods from intrusive commercial activities ~~(see Policies 4-C-2 and 4-C-3 below)~~. Stable residential areas should be protected from encroachment by incompatible development. However, within residential areas, the Land Development Codes shall allow home-based businesses that do not detract from the residential quality of the neighborhood. These regulations should incorporate criteria for determining compatible home occupation uses, and standards to ascertain that no negative impacts on adjoining properties result.

POLICY ~~4-A-4~~ FLU-1-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 Town should not vacate, diminish, or otherwise impair publicly owned pathways (without replacement or demonstrated benefit to the Town), sidewalks, roads, ends of roads, parking areas, docks or boat launching facilities, and other access points currently used, or susceptible to use, by the public to access the shorelines, consistent with Comprehensive Plan unless there is documented evidence that physical public access is destabilizing unaltered shorelines. Further, the Town shall not abandon any right-of-way, improved or unimproved, which terminates on a body of water.

POLICY FLU-1-A-5: The Town shall explore opportunities to provide innovative parking solutions on the Island to meet future demands. The town shall maximize efficient use of land, minimize gaps in the urban landscape, and improve urban form by: encouraging redevelopment of existing surface parking lots; discouraging creation of new surface lots; consolidate parking in strategically located parking structures; and manage parking as a system. The Town shall consider/encourage the use of shared parking.

POLICY ~~4-A-5~~ FLU-1-A-6: 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. Efforts shall be made to update the Town's Land Development Codes to address development in floodplains, shoreline protection, wetlands protection, water quality, urban forestry and habitats for listed protected or endangered species.

POLICY ~~4-A-6~~ FLU-1-A-7: The beaches provide incomparable recreational and environmental benefits to the town; careful management of the beach, including renourishment when necessary, can increase both. Frequent beach accesses are essential to the town's character and shall be maintained and expanded where possible.

POLICY FLU-1-A-8: The Town, together with the private sector, shall consider proactive steps and pilot programs to adapt for sea level rise and storm surges, including but not limited to preserving transportation options, increasing residential building resiliency, preserving landscaping and residential building aesthetics, and preserving water quality.

POLICY ~~4-A-7~~ FLU-1-A-9: Estero Bay also provides great benefits to the town and can be enhanced by improving public access and reversing the decline in water quality. The Conservation and Coastal/Management Elements of this plan outline the town's efforts on these matters.

POLICY ~~4-A-8~~ FLU-1-A-10: The town shall establish clear and consistent rules and processes that govern private and public development. They Town shall ~~be~~ consider the need to incorporated ~~into an~~ illustrated portions of the Land Development Code that:

i. Defines the permitted uses and illustrates the dimensions needed to implement this comprehensive plan;

ii. ~~illustrates~~ Illustrates the types and dimensions of allowable signs that will identify businesses and other destinations without damaging the aesthetic qualities of the town;

iii. Rresolves inconsistencies between current zoning and land development regulations and this comprehensive plan using the guidelines found in Chapter 15;

iv. Eencourages the conservation and re-use of historic buildings as described in the Historic Preservation Element;

v. Iin existing subdivisions, controls the scale of new homes to avoid the replacement of existing homes with excessively large structures; and

vi. Eensures the availability of public facilities at the levels of service specified in this plan concurrently with the impacts of development (see Capital Improvements Element for a summary of these levels of service plus guidelines for the town's Concurrency Management System).

vii. Ensures that the approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

POLICY ~~4-A-9~~ FLU-1-A-11: ~~Many amenities available to local residents are the result of the local tourist economy and would diminish if hotels and motels were displaced. Landowners may redevelop hotels and motels for other uses, but special incentives of this plan such as post-disaster and pre-disaster buildback (Objectives 4-D and 4-E) only apply if the current use is maintained.~~ Hotels and motels with special incentives as provided by this plan may be rebuilt as post-disaster and pre-disaster buildback only if the current Hotel or Motel use is maintained.

POLICY ~~4-A-10~~ FLU-1-A-12: ~~Hotels and motels may be constructed or converted to condominium ownership provided they are operated as hotels or motels.~~ The Land Development Code shall provides detailed regulations that distinguish hotels and motels from residential uses and other types of lodging.

POLICY FLU-1-A-13: The Land Development Codes shall be amended to be consistent with this Comprehensive Plan within 12 months of any Comprehensive Plan update.

POLICY FLU-1A-14: PUBLIC BENEFITS ORDINANCE - The town will evaluate and adopt as appropriate into its Land Development Code a Community Benefits/Public Benefits ordinance as an incentive program for development.

POLICY FLU-1A-15: VARIANCES REGULATIONS - The town will evaluate and adopt into its Land Development Code, as appropriate, defined criteria for variances to ensure clarity, including categories, permissible variance requests, procedures, and evaluation criteria. No variance requests shall be granted outside of these defined criteria.

POLICY FLU-1A-16: SMALL LOTS - The town shall regularly evaluate and adopt into its Land Development Code provisions, as appropriate, for small lots that will provide for increased flexibility for use and development.

POLICY FLU-1A-17: COMMUNITY REDEVELOPMENT - The town will evaluate appropriate areas for redevelopment and shall provide for a Finding of Necessity report where necessary to encourage and implement the creation of a Community Redevelopment Agency, a Business Improvement District, or other framework that allows for value capture, branding, and focused community enhancement approaches.

OBJECTIVE ~~4-B~~ FLU-1-B: FUTURE LAND USE MAP CATEGORIES - Reduce the potential for further overbuilding through a new Future Land Use Map that protects and enhances the remaining natural and historic resources, preserves the small-town character of Fort Myers Beach, and protects residential neighborhoods against commercial intrusions.

~~**POLICY 4-B-1: OVERBUILDING -** Judicious planning could have avoided the kind of overbuilding found at Fort Myers Beach by limiting construction to match road capacity and the physical environment. Since such planning came too late, the town must deal with today's congestion plus the impacts of future development that has vested rights to proceed. These conditions have shaped the vision of this plan, as development rights once granted are not easily or lightly reversed; great care has been taken in this plan to balance important public and private rights.~~

POLICY ~~4-B-2~~ FLU-1-B-1: MAP ADOPTION - The Town of Fort Myers Beach hereby adopts a Future Land Use Map ~~(Figure 16)~~ to govern further subdivision and development within its municipal boundary. The entire town is located within the coastal high-hazard area, as shown on the Coastal High Hazard Areas map ~~Figure 17~~ which is part of the adopted Future Land Use Map series. This map advances the principles of this comprehensive plan by assigning one of nine eight categories to all land and water, based on its location, condition, and existing uses.

POLICY FLU-1-B-2: LAND USE CATEGORIES - The following Future Land Use designations shall be applied to the Future Land Use Map:

POLICY ~~4-B-3~~ FLU-1-B-2a3: "LOW DENSITY RESIDENTIAL" - D~~d~~esigned for existing subdivisions with an established low-density character (primarily single-family homes). For new development, the maximum density is 4 dwelling units per acre, and commercial activities are limited to home occupations as described in the Land Development Code (limited to incidental uses by the dwelling unit's occupant that do not attract customers or generate additional traffic).

POLICY ~~4-B-4~~ FLU-1-B-2b4: "~~MIXED~~ MEDIUM RESIDENTIAL" - D~~d~~esigned for ~~older~~ subdivisions with mixed housing types on smaller lots, newer high-rise buildings, and ~~mobile home and~~ RV parks. This category will ensure that Fort Myers Beach retains a variety of neighborhoods and housing types. ~~For new development, the maximum density is 6 dwelling units per acre (except where the Future Land Use Map's "platted overlay" indicates a maximum density of 10 units per acre for legally existing dwelling units).~~ Commercial activities are appropriate primarily along Estero Boulevard and 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 non-residential Floor Area Ratios (FAR) in Medium Residential shall not exceed 1.5.

Density: The maximum density is up to six (6) dwelling units per acre, except those developments previously vested with 10 units under the "platted overlay" may continue.

POLICY FLU-1-B2c5: "MIXED-USE" - This land use designation is designed for portions of the Town along Estero Boulevard to allow for intense commercial and multifamily residential development. Each mixed-use district is prescribed a maximum density and intensity. To obtain approval for new or expanded commercial activities, proposals must be sensitive to nearby residential 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. Where commercial uses are permitted, residential uses are encouraged on the upper floors. Within the Mixed-Use land use category, all existing "Marina" uses described shall be preserved and allowed to remain on parcels that were zoned for marinas prior to adoption of this plan.
The following provides for the specific Mixed-Use Districts:

a. TIME SQUARE MIXED-USED (TS-MU) DISTRICT

Purpose: The Time Square Mixed-Use District is an intense activity center that serves as the Town's main tourist destination. The district is located at the Town's northern gateway and is generally bounded by First Street to Estero Boulevard, and from Old San Carlos Boulevard to Pearl Street. The district shall encourage mixed-uses and compact urban design that enhances the pedestrian experience and limits the use of vehicles. The Town shall encourage the preservation of existing housing on the bay side of Estero Boulevard. Properties abutting Estero Boulevard shall be encouraged to develop to primarily meet the needs of visitors.

Uses which may be permitted: Where permissible and consistent with Flood regulations, development on Estero Boulevard shall be in a mixed-use context with commercial uses required on the ground floor. Development shall encourage preservation or enhancement of existing hotel/motel and multifamily densities east of Estero Boulevard. Uses permitted include general retail, personal services, restaurants/bars (including outdoor dining), take-out and outdoor walk-up facilities, marine-dependent and marine-related uses, lodging/hotel accommodations, and live entertainment venues. New surface parking lots as a principal use are discouraged. The Land Development Codes shall prescribe and limit the permitted uses in this district.

Intensity: The District's maximum building height shall be established by the Land Development Codes. Maximum building heights shall include considerations of flood elevation, freeboard standards as may be adopted and amended from time to time by the Town and provide for provisions for non-habitable ground floor space as applicable. The non-residential Floor Area Ratios (FAR) in the TS-MU shall not exceed 2.5.

Transient residential (hotel and motel) shall be counted as non-residential development and subject to rules on FAR.

Density: The permitted density is up to six (6) units per acre, except those developments previously vested with 10 units under the "platted overlay" may continue.

b. CIVIC CENTER MIXED-USE (CC-MU) DISTRICT

Purpose: The Civic Center Mixed-Use District includes properties adjacent to Estero Boulevard from Chapel Street to Lover's Lane as provided for in the Future Land Use Map. The CC-MU District's core, approximately bounded by Chapel Street and School Street, is envisioned to support a mix of housing options and neighborhood-serving retail uses for the immediate residential cluster. The town shall encourage the collocation of any redeveloped or new municipal services and educational facilities within the district. Encroachment into the adjacent low-density residential districts shall be prohibited. The use of landscaping, increased setbacks and reduced building heights shall be employed to serve as a transition between the land use categories.

Uses which may be permitted: As limited by the Land Development Codes, permitted uses shall include civic/municipal uses, business and professional offices (including emergency, medical and dental), retail sales and personal service establishments, restaurants (including outdoor dining). Hotel/motel uses shall be conditional. Compact residential developments that support various housing types for permanent residents of the Island is encouraged in this district, including but not limited to Workforce Housing. When permitted, properties along Estero Boulevard shall be redeveloped in a mixed-use context only with retail or commercial uses required on the ground floor.

Intensity: The District's maximum building height shall be established by the Land Development Codes. Maximum building heights shall include considerations of flood elevation, freeboard standards as may be adopted and amended from time to time by the Town and provide for provisions for non-habitable ground floor space as applicable. The non-residential Floor Area Ratios (FAR) in the CC-MU shall not exceed 1.5.

Density: The maximum density is up to six (6) dwelling units per acre, except those developments previously vested with 10 units under the "platted overlay" may continue.

c. CENTER ISLAND MIXED-USE (CI-MU) DISTRICT

Purpose: The Center Island Mixed-Use District's general boundaries are generally from Estero Bay to the Gulf, and from Bayview Avenue to Madera Road. The Center Island Mixed-Use District is envisioned as a lifestyle retail center with a mix of uses that supports the existing marina. The intent of this district is to provide development opportunities for existing and new medium-intensity commercial uses to serve the Town.

Uses which may be permitted: As limited by the Land Development Codes, permitted uses include various types of commercial business and professional offices (including medical and dental), retail sales and personal service establishments, restaurants (including outdoor dining), and residential (only in mixed-use context). Marine-related and marine-dependent uses that support an active waterfront and marina are highly encouraged. Elimination or reduction of the marina use is prohibited.

Intensity: The District's maximum building height shall be established by the Land Development Codes. Maximum building heights shall include considerations of flood elevation, freeboard standards as may be adopted and amended from time to time by the Town, and provide for provisions for non-habitable ground floor space as applicable. The non-residential Floor Area Ratios (FAR) in the CI-MU shall not exceed 1.5.

Density: The maximum density is up to six (6) dwelling units per acre, except those developments previously vested with 10 units under the "platted overlay" may continue.

d. THEATRE & ARTS MIXED-USE (TA-MU) DISTRICT

Purpose: The Theatre & Arts Mixed-Use District is envisioned as the cultural, theater, and arts district for the Island. The TA-MU District is composed of the properties abutting Estero Boulevard to the west, from Mound Road to Ibis Street, and includes the Beach Theatre site. The Town shall encourage the preservation of the theatre.

Uses which may be permitted: Uses that support and enhance the Town's cultural assets are encouraged in the TA-MU District. Permitted uses, as limited by the Land Development Codes,

includes commercial recreation, retail, restaurants (including outdoor dining), professional offices (including dental and medical), venue spaces, theaters, artisanal retail, art galleries, music and dance studios, arts education, and live/work units. Live/work units are permitted on the ground level. Exclusively residential uses are permitted only above the ground floor.

Intensity: The District's maximum building height shall be established by the Land Development Codes. Maximum building heights shall include considerations of flood elevation, freeboard standards as may be adopted and amended from time to time by the Town, and provide for provisions for non-habitable ground floor space as applicable. The non-residential Floor Area Ratios (FAR) in the TA-MU shall not exceed 1.5.

Density: The maximum density is up to six (6) dwelling units per acre, except those developments previously vested with 10 units under the "platted overlay" may continue.

e. THE SANTINI VILLAGE MIXED-USE (SV-MU) DISTRICT

Purpose: Santini Village Mixed-Use District is the tallest and most dense district on the island with tourist supporting services and commercial uses. It is also envisioned as a redevelopment opportunity with more entertainment, tourist and neighborhood commercial uses at the southern gateway of the Island. The SV-MU District includes the existing Santini Marina Plaza Shops. The general boundaries include the properties along Estero Boulevard from Island Pines Way south to Bella Lago Drive as depicted on the Future Land Use map. The City's redevelopment plan for Santini Plaza, prepared by Dover, Kohl & Partners established a vision for this area. The plan shall serve as a guide to the District's redevelopment. Special consideration shall be given to the existing marina. The marina site shall be redeveloped in a mixed-use context to promote an active waterfront with a mix of uses. The marina use shall not be eliminated by the site's redevelopment.

Uses which may be permitted: Uses shall serve the needs of residents and visitors, as limited by the Land Development Codes. Permitted uses include general retail, amusement centers, bars, restaurants (including outdoor dining), residential, personal services, professional offices (including dental and medical), assisted living facilities, hotel/lodging accommodations, and marine-related/dependent uses. For properties abutting Estero Boulevard, commercial development is required on the ground floor, subject to FEMA regulations.

Intensity: The District's maximum building height shall be established by the Land Development Codes. Maximum building heights shall include considerations of flood elevation, freeboard standards as may be adopted and amended from time to time by the Town, and provide for provisions for non-habitable ground floor space as applicable.

The maximum non-residential FAR for the SV-MU district is 2.5.

Density: The maximum density is up to six (6) dwelling units per acre, except those developments previously vested with 10 units under the "platted overlay" may continue.

POLICY ~~4-B-5~~ FLU-1-B2d-6: "BOULEVARD" - A~~a~~ mixed-use district along portions of Estero Boulevard, including less intense commercial areas, traditionally comprised of historic cottages, and mixed housing types. This category is not intended to allow commercial uses on all properties; its mixed-use nature is intended to remain permanently. ~~For new residential 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).~~

To obtain approval for new or expanded commercial activities, proposals must be sensitive to nearby residential uses, complement any adjoining commercial uses, contribute to the public realm as described in this comprehensive plan, and meet the design concepts of this plan and the Land Development Code. ~~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 46.9% of the land in this category, and this percentage shall not exceed 70%.~~ The non-residential Floor Area Ratios (FAR) in the Boulevard shall not exceed 1.5.

Density: The maximum density is up to six (6) dwelling units per acre, except those developments previously vested with 10 units under the "platted overlay" may continue. Permitted new density may be increased up to ten (10) units per acre provided that at least 10% of the development is for affordable or workforce housing as covenanted for a minimum of 30 years. Those developments previously vested with 10 units under the "platted overlay" may continue.

POLICY ~~4-B-6~~ FLU-1-B2e~~-7~~: "PEDESTRIAN COMMERCIAL" - A~~a~~ primarily commercial district applied to the intense activity centers of Times Square (including Old San Carlos and nearby portions of Estero Boulevard) and the area around the Villa Santini Plaza. ~~For new development, the maximum density is up to 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 affordable units consistent with the adopted redevelopment plan).~~ Commercial activities must contribute to the pedestrian-oriented public realm as described in this comprehensive plan and must meet the design concepts of this plan and the Land Development Code. Where commercial uses are permitted, residential uses are encouraged in upper floors. All "Marina" uses in Policy 4-B-7 are also allowed on parcels that were zoned for marinas prior to adoption of this plan. ~~Nonresidential uses (including motels and churches) now comprise 58.9% of the land in this category, and this percentage shall not exceed 90%.~~ The Pedestrian Commercial district shall be limited to 2.5 FAR.

Density: The maximum density is up to six (6) dwelling units per acre, except those developments previously vested with 10 units under the "platted overlay" may continue.

POLICY ~~4-B-7~~ FLU-1-B2f~~-8~~: "MARINA" - ~~designed for prime sites that can provide access to the valuable waters around Fort Myers Beach. This category provides services for recreational boating, including related accessory uses provided that don't displace recreational marina services. Cruise ships and similar uses that draw large amounts of vehicular traffic are not permitted in this category. Specific regulations will be placed in the Land Development Code.~~ Existing Marinas are prime sites that can provide access to the valuable waters around Fort Myers Beach. Development within the Marina district shall continue to be limited to 1.5 FAR and 0 dwelling units per acre. This category shall prioritize services for limited industrial and recreational boating, including related accessory uses. The redevelopment of existing Marinas shall encourage a working waterfront with mixed-use development, inclusive of commercial and residential uses, provided the uses do not displace marina dependent and related services. Specific regulations will be placed in the Land Development Code.

POLICY ~~4-B-8~~ FLU-1-B2g~~-9~~: "RECREATION AND OPEN SPACE" - This designation provides for ~~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 unit 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%.~~

POLICY ~~4-B-9~~ FLU-1-B2h-~~10~~: "WETLANDS" - A ~~a~~ conservation district applied to all remaining wetlands. The maximum density of residential development here is 1 dwelling unit per 20 acres. Other allowable uses, if compatible with wetland functions, are passive recreation, walking access to tidal waters (boardwalks and docks), and restoration of degraded habitats. Prohibited activities include placement of fill material; dredging of boat basins and channels; placement of seawalls or other shoreline stabilization; and removal of native vegetation.

POLICY ~~4-B-10~~ FLU-1-B2i-~~11~~: "TIDAL WATER" - A~~a~~pplied to all saltwater canals and all waters surrounding Estero Island that lie within the municipal boundary (out 1,000 feet). No residential development is permitted. Allowable uses are water sports, boating, swimming, fishing, and similar uses. Also allowed are fixed structures for water access provided they comply with Land Development Code provisions designed to avoid impeding navigation and to minimize environmental damage and interference with aesthetic enjoyment of surrounding waters.

POLICY ~~4-B-11~~ FLU-1-B3-~~12~~: ~~PLATTED OVERLAY -~~ ~~This is not a separate category on the Future Land Use Map, but is applied in addition to one of the eight categories listed above. Allowable land uses are the same as in the underlying category, but the maximum residential density is 10 units per acre. This density level applies in the Pedestrian Commercial category only for affordable units consistent with the adopted redevelopment plan; in other categories it applies only to recognize existing dwelling units that were built legally but which would be non-conforming under a density cap of 6 units per acre.~~ The Mixed-Use, Boulevard, and Pedestrian Commercial future land use designations signify the areas within the town envisioned for the most intense development and land use activities. The intensity of development is determined by the recommended Floor Area Ratio (FAR) specified for each land use district.

POLICY ~~4-B-12~~ FLU-1-B4-~~13~~: LAND-USE TYPES DEFINED - For purposes of this comprehensive plan, land uses are divided into the following types:

i. Residential uses include detached homes, accessory apartments (see Policy 4-C-7), home occupations (see Policy 4- B-3), ~~mobile homes,~~ assisted living facilities, apartments, live-work units, accessory dwelling units for commercial structures, and condominiums, provided that no dwellings are rented for periods shorter than one week.

ii. Commercial uses involve the sale or rental of goods or services, including businesses such as art galleries, art/music/dance/theater studios, retail stores, offices (including medical and veterinary), urgent care facilities, restaurants/bars, service/craft/rental businesses, ~~RV parks,~~ and hotels/motels/resorts; churches and civic buildings are also included in this category.

iii. Marina uses involve the use of prime waterfront sites to support a mix of uses, including residential, commercial, recreational boating, such as wet or dry boat storage, sales/rentals of boats and supplies, and boat repair.

iv. Industrial uses such as manufacturing, seafood processing, and warehousing are not permitted in the Town of Fort Myers Beach, except for dry storage of boats at approved marinas.

v. Recreational uses include beaches, parks, playgrounds, and similar uses.

vi. Mixed uses means some combination of the above land-use types in a single building, or on a single site, or on different sites within a single category on the Future Land Use Map, depending on the context.

POLICY ~~4-B-13~~ FLU-1-B5-~~14~~: PUBLIC FACILITIES - ~~Most p~~ Public facilities such as parks, schools, libraries, fire stations, and government buildings ~~will~~ may ~~continue~~ be located within the "Recreation" category (but only non-habitable park structures are allowed seaward of the 1978 Coastal Construction Control Line), and all mixed-use, commercial, and boulevard land use categories. ~~When no suitable sites can be found in the "Recreation" category, public facilities may also be located in "Mixed Residential," "Boulevard," and "Pedestrian Commercial" categories as may be allowed by the Land Development Code.~~

POLICY ~~4-B-14~~ FLU-1-B6-~~15~~: SCHOOLS - Public and private schools may be located in Mixed-Use, Boulevard, Medium Residential (along Estero Boulevard), Recreation and Open Space land use categories except for Wetlands and Recreation and Open Space (provided that the school is ~~the following categories on the future land use map: Mixed Residential, Boulevard, Pedestrian Commercial "Mixed-Use", or Recreation (but never~~ not seaward of the 1978 coastal construction control line) and compliant with Flood and other regulations as established by the Land Development Codes. The historic Beach Elementary School shall be exempted. ~~The maximum intensity of new or expanded schools shall not exceed a floor-area-ratio of 0.50 (the total floor area of the building divided by the buildable area of the site).~~ Governmental agencies providing parks, libraries and community centers are strongly encouraged to locate them near schools.

OBJECTIVE ~~4-C~~ FLU-1-C: APPLYING THE FUTURE LAND USE MAP - The Future Land Use Map shall be interpreted in accordance with the following policies.

POLICY ~~4-C-1~~ FLU-1-C-1: LEGAL EFFECT - The density limits and land-use restrictions described above for each category are legally binding immediately upon adoption of this comprehensive plan. During the preparation of the new Land Development Code that will fully implement this plan, conflicts may arise with previous regulations and zoning districts. Chapter 15 of this plan describes how such conflicts will be resolved.

POLICY ~~4-C-2~~ FLU-1-C-2: COMMERCIAL INTENSITY - The maximum intensity of allowable commercial development in any category may be controlled by height and Floor to Area Ratio (FAR) regulations ~~(see Policy 4-C-4)~~ or by other provisions of this plan and the Land Development Code. Standards in the Land Development Code will encourage more intense commercial uses on properties with frontage on Estero Boulevard and only in the "Pedestrian Commercial", "Mixed-Use", and "Boulevard" ~~category~~ categories. ~~The Land Development Code shall specify maximum commercial intensities using floor-area-ratios (the total floor area of the building divided by the area of the site in the category allowing commercial uses). The Land Development Code may allow floor-area-ratios in the "Pedestrian Commercial" category as high as 2.5, and in other categories as high as 1.5,~~

POLICY ~~4-C-3~~ FLU-1-C-3: COMMERCIAL LOCATIONS - When evaluating proposals for new or expanded commercial uses in categories where they are permitted, the following principles shall apply:

i. No rezonings for purely commercial uses shall be allowed in the "Low Density Residential" category.

ii. Where new or expanded commercial uses are encouraged, ~~as in the "Pedestrian Commercial" category,~~ the Land Development Code shall specify its permitted form and extent and provide a streamlined approval process. Landowners may also use the planned development rezoning process to seek approval of other forms of commercial development in that category.

iii. In the "~~Mixed~~ Medium Residential" category, commercial uses are limited to lower impact uses such as offices, motels, 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, satisfy concurrency requirements for public facilities, and meet the design concepts of this plan and the Land Development Code. ~~Landowners may seek commercial rezoning only through the planned development process.~~

iv. In the "Boulevard" and "Mixed-Use" category, ~~where~~ mixed-use development including ~~some~~ commercial and residential uses ~~may be~~ are permissible.~~, landowners may seek commercial rezoning only through the planned development process.~~ Proposals must be sensitive to nearby residential uses, ~~complement any adjoining commercial uses,~~ contribute to the public realm as described in this comprehensive plan, and meet the design concepts of this plan and the Land Development Code.

v. ~~The following principles shall be considered by the town w~~ When evaluating requests for new commercial uses: , shopping and services that contribute to the pedestrian character of the town are strongly preferred over buildings designed primarily for vehicular access.

~~a. Shopping and services for residents and overnight guests are strongly preferred over shopping and services that will attract additional day visitors during peak-season congestion.~~

~~b. Shopping and services that contribute to the pedestrian character of the town are strongly preferred over buildings designed primarily for vehicular access.~~

vi. The neighborhood context of proposed commercial uses is of paramount importance. The sensitivity of a proposed commercial activity to nearby residential areas can be affected by:

a. T~~t~~he type of commercial activities (such as traffic to be generated, hours of operation, and noise);

b. I~~i~~ts physical scale (such as the height, and bulk of proposed buildings); and

c. T~~t~~he orientation of buildings and parking). Commercial activities that will intrude into residential neighborhoods because of their type, scale, or orientation shall not be approved.

POLICY ~~4-C-4~~ FLU-1-C-4: BUILDING HEIGHTS - The Land Development Code shall limit the height of new buildings under most conditions to ~~two~~ three stories or 30 feet above flood elevation except where otherwise noted in this Comprehensive Plan Land Use categories and to provide for workforce housing units protected by a minimum 30-year covenant, ~~(exceptions may include the buildback situations (see Policies 4-D-1 and 4-E-1),~~ and different heights may be applied to officially designated ~~redevelopment~~ Mixed-Use areas ~~such as Times Square, Red Coconut/Gulf View Colony, and Villa Santini Plaza)~~. The town may consider taller building heights in the mixed-use districts, if appropriate. Mixed-use district regulations shall include provisions to limit heights or provide for additional buffers when the development is located within 100 ft of detached single-family residences. 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~~ three-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 three stories, including the ground story. The ground floor for developments along the Gulf side of Estero Boulevard shall be encouraged to provide non-habitable uses that enhance the view corridors to the Gulf. 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.

POLICY ~~4-C-5~~ FLU-1-C-5: DENSITY - This plan establishes density levels as the maximum number of residential dwelling units allowed per acre of land (DU/acre). This acreage includes all residential land plus land within the development to be used for street and utility rights-of-way, recreation and open space, water management, and existing lakes that are entirely contained within the residential development. Commercial and other non-residential land shall not be included in this acreage; however, where mixed uses are permitted in a single building, residential densities will be computed without regard for commercial uses located on lower floors. When computing densities on existing subdivisions where lots are smaller than 15,000 square feet, one-half the width of adjoining streets and canals may be included in the acreage, and computed densities greater than 1.50 DU/acre may be rounded up to two dwelling units where multiple dwellings are permitted.

POLICY ~~4-C-6~~ ~~FLU-1-C-6: MOTEL~~ TRANSIENT DENSITIES - The Land Development Code shall provide for the usage of commercial, mixed-use, or transient residential FAR, and minimum hotel/motel unit sizes as the basis for calculating transient residential unit. ~~specify equivalency factors between guest units (which include motel rooms) and full dwelling units. These factors may vary based on size of guest unit and on land-use categories on the Future Land Use Map. They may vary between a low of one guest unit and a high of three guest units for each dwelling unit. (These factors would apply only where guest units are already permitted.) In order to implement the 1999 Old San Carlos Boulevard / Crescent Street Master Plan that encourages mixed-use buildings with second and third floors over shops on Old San Carlos, hotel rooms may be substituted for otherwise allowable office space in that situation and location only without using the equivalency factors that apply everywhere else in the town. This alternate method for capping the number of hotel rooms applies only to properties between Fifth to First Streets that lie within 200 feet east and west of the centerline of Old San Carlos Boulevard. Hotel rooms built under this alternate method must have at least 250 square feet per rentable unit, and under no circumstances shall buildings they are located in exceed four stories (with the ground level counted as the first story).~~

POLICY ~~4-C-7~~ FLU-1-C-7: ACCESSORY DWELLING UNITS FOR RESIDENTIAL PROPERTIES ~~APARTMENTS~~ - Accessory apartments ~~are common~~ provide an option for inclusive housing in ~~at~~ Fort Myers Beach ~~and may be legal under several circumstances.~~: For the purposes of density calculation, accessory dwelling units shall be counted as 0.5 units.

~~i. If the apartment is in a building that meets all requirements (including density limits in this plan); or~~

~~ii. If the apartment was built prior to zoning in 1962 and has been in continuous use, it may qualify as a "legally non-conforming use" and can continue in use until taken out of service; or~~

~~iii. If the apartment was built between 1962 and 1984 and complies with all requirements except the density cap of 6 dwelling units per acre and the floodplain elevation requirements (both of which took effect in 1984); or~~

~~iv. If a single existing apartment is in an owner- occupied home, it is not considered an independent dwelling unit and may be allowed under certain conditions as specified in the Land Development Code.~~

POLICY FLU-1-C-8: AUXILIARY DWELLING UNITS FOR COMMERCIAL PROPERTIES - The Town shall evaluate and provide for Land Development Codes that provide auxiliary dwelling units in existing commercial structures, while maintaining commercial uses on the ground floor. The Town shall explore density transfer of existing transient units in properties designated Commercial, to facilitate the development of auxiliary dwelling units on properties with a land use designation of Commercial.

POLICY ~~4-C-8~~ FLU-1-C-9: DENSITY TRANSFERS - The Town Council may, at its discretion, permit the transfer of residential and transient (including hotel/motel) development rights from one parcel to another if the following conditions are met:

i. T~~t~~he transfer is clearly in the public interest, as determined by the Town Council;

~~ii. the parcels affected by the transfer are in close proximity to each other;~~

iii. T~~t~~he density of residential or hotel/motel units being transferred is based upon allowable density levels in the category from which the density is being transferred;

iii~~v~~. T~~t~~he transfer is approved through the planned development rezoning process; and

iv. B~~b~~inding permanent restrictions are placed on the property from which development rights have been transferred to guarantee the permanence of the transfer.

POLICY ~~4-C-9~~ FLU-1-C-10: UTILITY SERVICES - Utility services may be constructed in any category on the Future Land Use Map provided all development regulations are met including proper zoning.

POLICY 4-C-10 FLU-1-C-11: MAP AMENDMENTS - The 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. Petitions from landowners will be accepted annually. The Town Council may accept applications more frequently at its sole discretion.

~~**POLICY 4-C-11: SANTOS ROAD -** The town is interested in considering land-use alternatives for parcels bordering Palermo Circle, Santos Road, and Estero Boulevard. Alternatives may include: Santos Road being added into the pedestrian zone; limited retail on the ground floor along Santos, with shared off-site parking; better buffering of existing parking and refuse areas; and a clear separation between all commercial uses and the residential areas on Palermo Circle. These options would be explored by a privately-funded but town-initiated planning process, with full involvement of affected and nearby landowners.~~

POLICY ~~4-C-12~~ FLU-1-C-12: WETLAND BUFFERS - Upland development shall maintain a 75-foot separation between wetlands and buildings or other impervious surfaces. This requirement shall not apply to platted lots, or to a previously approved development order to the extent it cannot reasonably be modified to comply with this requirement ~~(see Chapter 15 of this plan for details)~~.

OBJECTIVE ~~4-D~~ FLU-1-D: POST-DISASTER REDEVELOPMENT - Provide for the organized and healthy reconstruction of Fort Myers Beach after a major storm by showcasing successful local examples of flood- proofing, by requiring redevelopment activities to meet stricter standards for flood- and wind-resistance, and by improving the current post-disaster buildback policy.

POLICY ~~4-D-1~~ FLU-1-D-1: POST-DISASTER BUILDBACK POLICY - Following a natural disaster, land may be redeveloped in accordance with the Future Land Use Map or, at the landowner's option, in accordance with the following "buildback policy" begun by Lee County in 1989. This policy applies only where development is damaged by fire, hurricane or other natural disaster, and allows the following options:

i. Buildings/development damaged less than 50% of their replacement cost (measured at the time of damage can be rebuilt to their original condition, subject only to current building and life safety codes.

ii. Buildings/development damaged more than 50% of their replacement cost can be rebuilt to their legally documented actual use, density, intensity, and size, ~~and style~~ provided the new construction complies with:

a. Current federal requirements for elevation above flood level;

b. Aany building code requirements for floodproofing;

c. Ceurrent building and life safety codes;

d. Coastal Construction Control Line requirements; and

e. Aany required zoning or other development regulations (other than density or intensity), except where compliance with such regulations would preclude reconstruction otherwise intended by this policy.

iii. Redevelopment of damaged property is not allowed for a more intense use or at a density higher than the original lawful density except where such higher density is permitted under this plan and the town's Land Development Codes. To further implement this policy, the town may establish blanket reductions in non-vital development regulations (e.g. buffering, open space, side setbacks, etc.) to minimize the need for individual variances or compliance determinations prior to reconstruction. The Land Development Code may also establish procedures to document actual uses, densities, and intensities, and compliance with regulations in effect at the time of construction, through such means as photographs, diagrams, plans, affidavits, permits, appraisals, tax records, etc.

POLICY FLU-1-D-2: ECONOMIC DEVELOPMENT AND RECOVERY: The Town shall regularly evaluate and implement studies of areas in need of incentives for development and recovery. The Town will implement as appropriate enhanced recovery mechanisms for Times Square and Santini Village, via the establishment of new Community Redevelopment Agency and Business Improvement District(s) as planning and economic development frameworks.

OBJECTIVE FLU-1-E: HAZARD MITIGATION - Mitigate the potential effects of storm surges, flooding, sea-level rise, coastal erosion, and hurricanes by easing regulations that impede the strengthening of existing buildings, by encouraging the relocation of vulnerable structures and facilities, and by allowing the upgrading or replacement of grandfathered structures without first awaiting their destruction in a storm.

POLICY ~~4-E-1~~ FLU-1-E-1: PRE-DISASTER BUILDBACK POLICY - Owners of existing developments that exceed the current density or height limits may also be permitted to replace for the same use it at up to the existing lawful density ~~and intensity (up to the original square footage)~~ prior to a natural disaster. Landowners may request this option 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 a request based on the conformance of the specific proposal with this comprehensive plan, including its land-use and design policies, pedestrian orientation, and natural resource criteria. Such development shall be deemed legally non-conforming where applicable. The Town shall encourage ~~may require~~ that the new building be built to a higher resiliency standard as a condition to allow the non-conformity, ~~including~~ via adherence to applicable federal ~~FEMA~~ regulations and the Florida Building Code. ~~The Town Council may approve additional enclosed square-footage only if an existing building is being elevated on property that allows commercial uses; dry-flood-proofed commercial space at ground level could be permitted in addition to the replacement of the pre-existing enclosed square footage.~~

POLICY ~~4-E-2~~ FLU-1-E-2: COASTAL SETBACKS - To protect against future storm damage and to maintain healthy beaches, the Town of Fort Myers Beach wishes to see all buildings relocated landward of the 1978 Coastal Construction Control Line. This line has been used on the Future Land Use Map to delineate the edge of land-use categories allowing urban development. Some existing buildings lie partially seaward of this line; when these buildings are reconstructed (either before

or after a natural disaster), they shall be rebuilt landward of this line. Exceptions to this rule may be permitted by the town only where it can be scientifically demonstrated that the 1978 line is irrelevant because of more recent changes to the natural shoreline. The town shall seek the opinion of the Florida Department of Environmental Protection in evaluating any requests for exceptions. (Exceptions must also comply with all state laws and regulations regarding coastal construction.)

POLICY ~~4-E-3~~ FLU-1-E-3: NATIONAL FLOOD INSURANCE ~~PROGRAM~~ - The town will continually maintain a floodplain ordinance that reduces future damage from flooding and qualifies landowners for the National Flood Insurance Program (NFIP). The town shall modify its current floodplain ordinance in accordance with this comprehensive plan through ~~measures such as:~~ means that encourage higher standards and strategies that will improve the Town's NFIP Community Rating System (CRS) rating and ensure availability of flood insurance and flood insurance premium discounts for residents.

~~i. not counting costs of strengthening buildings as "improvements" that are limited to 50% of a building's value; and~~

~~ii. minimizing the negative effects of the 50% rule on historic buildings; and~~

~~iii. adjusting the time period for calculating the 50% rule to encourage healthy redevelopment in this plan's "Pedestrian Commercial" "Mixed-Use" category; and~~

~~iv. providing reasonable alternatives for determining the value of older buildings.~~

POLICY ~~4-E-3~~ FLU-1-E-3: FLOODPROOFING OF COMMERCIAL BUILDINGS - Where commercial development is allowed by this comprehensive plan, full-height dry floodproofing is the most desirable alternative for providing ground-level commercial space in pedestrian areas.

~~**POLICY 4-E-5: COASTAL BUILDING REGULATIONS -** The town shall request state approval of an island-wide (rather than parcel-by-parcel) approach to limiting obstructions below flood elevation if this change is needed to avoid the loss of pedestrian activity near Times Square.~~

POLICY FLU-1-E4: GROUND FLOOR AND FLOOR AREA RATIO - The Town shall regularly evaluate and adopt into its Land Development Code provisions for the exclusion of ground floors from floor area ratio calculations where the building's ground floor is designed solely as non-habitable space, including parking and storage, or where appropriate to encourage resilient building design.

POLICY FLU-1-E5: RESILIENCY IN HEIGHT AND FREEBOARD ORDINANCE - The Town shall regularly evaluate and adopt into its Land Development Code provisions that allow for the building height to be calculated from above the ground floor when the building is designed for resiliency, with non-habitable space on the ground floor.

POLICY FLU-1-E6: VULNERABILITY ASSESSMENT - The town shall implement any recommendations, as appropriate, resulting from its findings in its Vulnerability Assessment. The Vulnerability Assessment shall be updated by the town as needed.

OBJECTIVE ~~4-F~~ FLU-1-F: REDEVELOPMENT - Take positive steps to redevelop areas that are reaching obsolescence or beginning to show blight by designing and implementing public improvements near Times Square to spur private redevelopment there, by supporting the conversion of the Villa Santini Plaza into a pedestrian precinct, by providing an opportunity for landowners to replace vulnerable mobile homes and recreational vehicles with permanent structures in the Gulfview Colony/Red Coconut area, and the proposed Arts and Theater district, and by providing building code relief for historic buildings.

POLICY ~~4-F-1~~ FLU-1-F-1: HISTORIC BUILDINGS - The protection of historic buildings is of great importance to the town, and shall be aided by implementing the policies set forth in other elements of this comprehensive plan.

POLICY ~~4-F-2~~ FLU-1-F-2: SPECIFIC REDEVELOPMENT PLANS - This comprehensive plan anticipates substantial redevelopment over the coming years. Specific concepts have been developed for ~~three specific areas:~~ the Gulfview Colony/Red Coconut Village, and Santini Village.

~~i. Times Square – The Estero Island CRA's plan for the Times Square area is reflected in this plan, bounded by the "Pedestrian Commercial" category at Times Square. Implementation of that plan will be on-going as discussed through this comprehensive plan and in accordance with the specific regulations provided in the Land Development Code. The Times Square redevelopment plan is described in Community Design Policies 3-D-1 through 3-D-13.~~

~~ii. Villa Santini Plaza – This area is shown as "Pedestrian Commercial" the Future Land Use Map. Existing land uses may continue. If landowners wish to redevelop part or all of this property, the following concepts shall apply:~~

~~a. buildings are brought closer to the street;~~

~~b. drainage has been placed underground to make room for wide sidewalks, street trees, and some on-street parking (once passive traffic calming activities have reduced speeding on Estero Boulevard);~~

~~c. the shopping center is reconfigured with a central green plaza and better ties to the marina to the rear; and~~

~~d. off-street loading areas are provided for delivery vehicles; This redevelopment plan can only be accomplished through a public-private partnership as described in Community Design Policies 3-C-1 and 3-C-2.~~

~~This area is shown as "Mixed Residential" and "Boulevard" the Future Land Use Map.~~ If landowners wish to redevelop part or all of this property, the following concepts are encouraged, and shall form the basis for a pre- approved redevelopment option in the Land Development Code:

a. T~~t~~raditional neighborhood design emphasizing porches on the front; primary entrances visible from the street; and cars to the rear (except for on-street parking);

b. D~~d~~etached houses or cottages (with optional accessory apartments) abutting existing single-family homes;

c. L~~l~~ow-rise townhouses or apartments allowed toward the center;

d. W~~w~~alkable narrow streets with shade trees that double as view corridor to the Preserve and Gulf;

e. S~~s~~ubstantial open space with views to be maintained from Estero Boulevard to the Gulf;

f. M~~m~~ixed commercial and residential uses along the Bay side of Estero Boulevard;

g. Q~~q~~uiet internal street connections to the north and south;

h. S~~s~~ignificantly reduced density from the existing level of 27 RV/mobile homes per acre at the Red Coconut to a maximum level of 15 dwelling units per acre;

i. P~~p~~rovision for a publicly acquired access point to the Matanzas Pass Preserve. This redevelopment plan is described in Community Design Policies 3-A-5 and 3-A- 6.

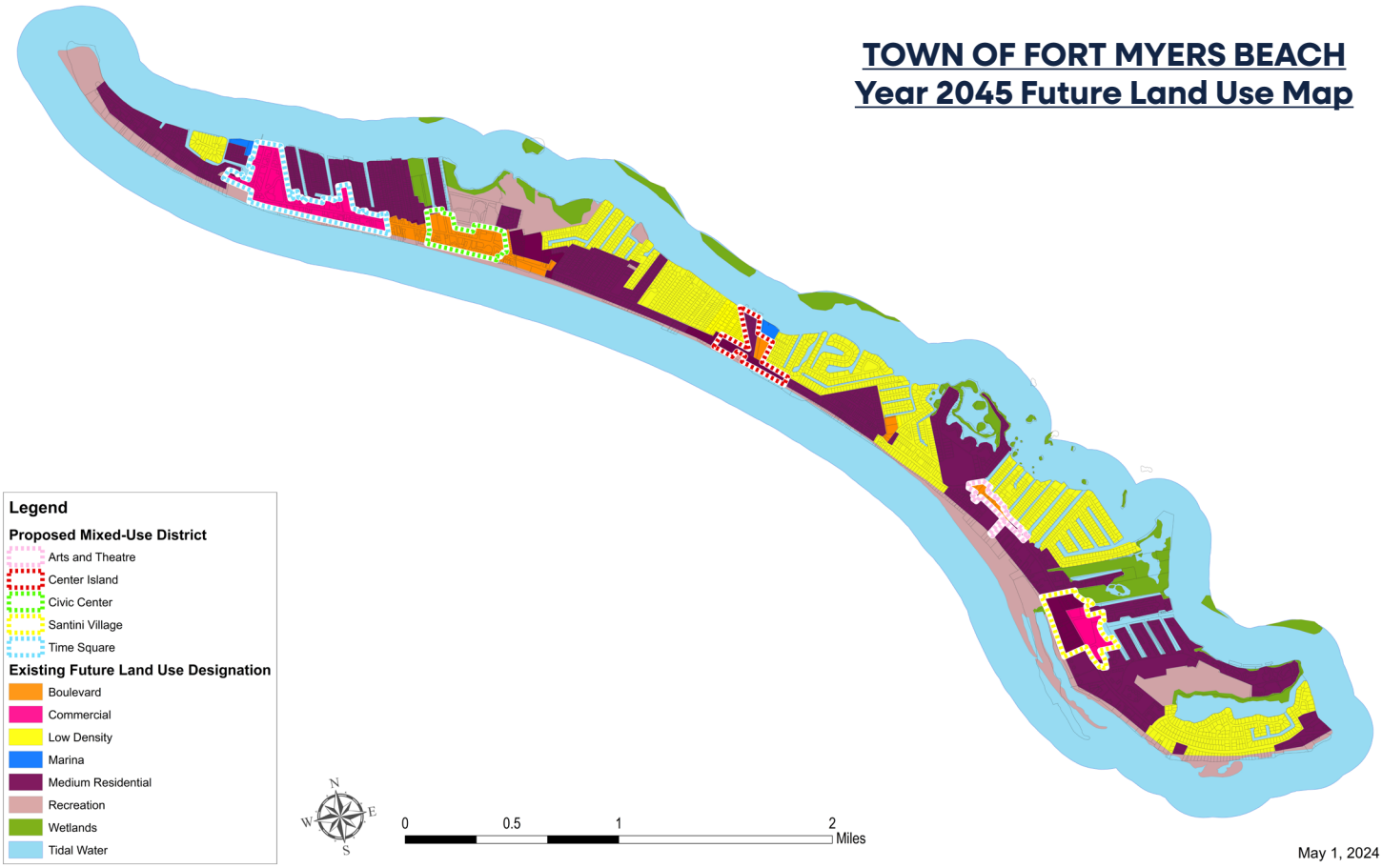
j. Floor area ratios shall not exceed 1.5.

k. Residential density shall allow up to 15 dwelling units per acre for redevelopment in accordance with this section.

Different redevelopment concepts that are consistent with this comprehensive plan may also be proposed for any of these areas through the planned development rezoning process.

POLICY FLU-1-F-3 WORKFORCE HOUSING DENSITY: The Town shall evaluate the implementation of a workforce housing policy to allow additional density and building heights in the mixed-use areas. To qualify, developers shall provide a minimum of 10% of workforce housing as covenanted for a minimum of 30 years unless otherwise noted in the Land Use Designations in this Comprehensive Plan. Additional building height can be achieved as an incentive for providing workforce housing on or nearby off island. The Town's Land Development Code provides the guidelines for additional building height and density.

TOWN OF FORT MYERS BEACH
Year 2045 Future Land Use Map



May 1, 2024

GOAL CD-1: GROWTH AND DEVELOPMENT - Accommodate growth while preserving the island's beachfront character by providing an alternative growth pattern that addresses traffic congestion, promotes a compatible mix of uses and encourages a variety of housing types and affordability to rejuvenate the existing fabric of the community and community character.

OBJECTIVE CD-1-A: NEIGHBORHOOD SERVING COMMERCIAL CORES - Identify mixed-use commercial districts throughout the island that provide neighborhood serving commercial uses and lifestyle retail around clusters of residential uses.

POLICY CD-1-A-1: MIX OF USES - Provide a complementary mix of land uses with design characteristics that provide:

i. Uses that meet the daily needs of residents

ii. A variety of affordable housing types

POLICY CD-1-A-2: CREATE THE TIMES SQUARE MIXED-USE DISTRICT - The Times Square Mixed-Use District is the main tourist/entertainment district which will accommodate the most growth in terms of height and density with a predominance of residential uses on the east side of Estero Boulevard and hotel lodging and commercial uses on the west side. It is the main gateway to the island. Entertainment and tourist supporting commercial uses should be clustered here to reduce the need to drive throughout the island and to encourage walking.

POLICY CD-1-A-3: CREATE THE CIVIC CENTER MIXED-USE DISTRICT - Civic Center Mixed-Use District is a commercial district with residential on the east side of Estero Boulevard and commercial on the west. A strong mixed-use core is envisioned on the east side of Estero Boulevard as a redevelopment site. The core will support a mix of housing options and neighborhood serving retail uses for the immediate residential cluster.

POLICY CD-1-A-4: CREATE THE CENTER ISLAND MIXED-USE DISTRICT - The Center Island Mixed-Use District will support the nearby marina uses and provide lifestyle retail uses like cafes with outdoor dining and neighborhood serving retail for the surrounding residential neighborhood.

POLICY CD-1-A-5: CREATE THE THEATRE & ARTS MIXED-USE DISTRICT- The Theatre & Arts Mixed-Use District is envisioned with arts and theatre related uses like cafes, art galleries, art studios, and restaurants. Existing views to the water here should be preserved.

POLICY CD-1-A-6: CREATE THE SANTINI VILLAGE MIXED-USE DISTRICT - Santini Village Mixed-Use District is the tallest and most dense district on the island with tourist supporting uses and commercial. It is also envisioned as a redevelopment opportunity with more entertainment, tourist and neighborhood commercial uses as the southern gateway to the island.

OBJECTIVE CD-1-B: TRANSITION ZONES AND CONSERVATION DISTRICTS - Create language to prevent commercial intrusion into the residential neighborhoods by providing transitions from commercial to residential uses. Use Conservation Districts to maintain the scale, massing and character of Fort Myers Beach and new construction.

POLICY CD-1-B-1: TRANSITION ZONES - New development on properties abutting single family homes and one and two story multi-family homes shall provide a building profile that matches the height of the abutting property as prescribed in the land development codes, to create an incremental transition in height.

POLICY CD-1-B-2: CREATE CONSERVATION DISTRICTS - Develop specific standards for the Conservation District. Use Conservation Districts to maintain the scale, massing and character of Fort Myers Beach and new construction. New buildings and additions should match the height and bulk of existing building form, with architectural treatments and building articulation that are consistent with the existing building vernacular.

OBJECTIVE CD-1-C: Workforce Housing Through Density and Height Bonus.

POLICY CD-1-C-1: Each of the mixed-use districts may provide for additional bonus height for developments that provide a workforce housing component.

POLICY CD-1-C-2: The Town shall determine the minimum requirements for the workforce housing component as a policy in the land development regulations.

OBJECTIVE CD-1-D: MASTER PLANNED DEVELOPMENT - Provide mechanisms to incentivize master planning large parcels and land assemblies for mixed-use development.

POLICY CD-1-D-1: The Town may consider and approve requests for Master Planned Developments. Assembled parcels that exceed four (4) acres can be master planned such that the applicant can propose new building scale, massing and uses from the underlying zoning.

POLICY CD-1-D-2: ~~Assembled parcels that exceed seven (7) acres must have a workforce housing and housing component to enjoy the benefits of changing the underlying zoning to be determined by the Town.~~ The Town may consider incentive bonuses to be defined for each Master Planned Development. Such public benefits packages are optional and shall be clearly defined in the Land Development Regulations.

POLICY CD-1-D-3: ~~Assembled parcels that exceed seven (7) acres must provide a master plan for approval by the Town at a public hearing.~~ The Town shall consider measures in its Land Development Code that provides for incentives for workforce housing as part of a clearly defined public benefits package for Master Planned Developments.

OBJECTIVE CD-1-E: PRESERVING BUILDING SCALE BY ADAPTIVE REUSE OF EXISTING BUILDING STOCK - Encourage conversions from vacation rentals and motels to condominiums to provide affordable housing options for Fort Myers Beach's workforce.

POLICY CD-1-E-1: ADAPTIVE REUSE - Encourage the adaptive reuse of existing structures located within mixed-use and commercial land use designations, particularly those that were originally established as motels or vacation rentals are over 50 years old, by providing incentives, such as relief in the Land Development Regulations, grants to facilitate retrofitting or rehabilitation, etc.

POLICY CD-1-E-2: INCENTIVES FOR ADAPTIVE REUSE - Develop an incentives package in the Land Development Regulations that encourage adaptive reuse of motels and vacation rentals to convert to condominiums to maintain the historic character and development pattern over time.

OBJECTIVE CD-1-F: STREET FRONTAGES AND PARKING LOTS - Develop policies to limit parking lots fronting main streets in the Land Development Regulations.

POLICY CD-1-F-1: RESTRICTING PARKING AS A PRIMARY USE ON ESTERO BOULEVARD - Parking lots shall not be encouraged as a primary use on Estero Boulevard.

POLICY CD-1-F-2: RESTRICTING PARKING FRONTAGE LENGTH ON ESTERO BOULEVARD - Parking lot frontages shall ideally be limited in size to one fourth the lot width on Estero Boulevard.

POLICY CD-1-F-3: PARKING STANDARDS FOR NEW DEVELOPMENT IN MIXED-USE COMMERCIAL DISTRICTS - Within the Mixed-Use Commercial Districts, new development shall locate and design off-street parking areas in a manner that does not detract from the character by providing standards in the Land Development Regulations, such as locating parking to rear of buildings, limiting curb cuts, and landscaping and façade requirements.

POLICY CD-1-F-4: PARKING STANDARDS IN TIMES SQUARE - Improve the current parking situation near Times Square through the means outlined in the Transportation Element of this plan.

POLICY CD-1-F-5: PARKING SUPPLY - Evaluate parking supply needs by conducting a parking supply study and determine parking solutions including shared parking, structured parking that meets the character of the Island and parking management practices like centralized parking and offsite parking for employees.

For the purposes of this policy, parking supply shall mean vehicular, bicycle, and any future micromobility options.

OBJECTIVE CD-1-G: DESIGN STANDARDS FOR PRESERVING BEACHFRONT CHARACTER - Develop building design standards to preserve and enhance the existing beachfront character.

POLICY CD-1-G-1: NEIGHBORHOODS AND MIXED-USE DISTRICTS - Maintain design standards in the Land Development Regulations for neighborhoods and districts which protect and enhance their unique character through building setbacks, building footprint, massing and scale. These can be enhanced through Conservation District language to protect the Fort Myers Beach building vernacular and encourage adaptive reuse for motels and vacation rentals.

POLICY CD-1-G-2: ESTERO BOULEVARD - Continue to make improvements to Estero Boulevard in terms of the eclectic character of building design with incentives in the Land Development Regulations.

POLICY CD-1-G-3: GUIDELINES FOR BUILDING COMPATIBILITY WITH FLOOD REGULATIONS - Encourage or require compatible means of meeting the mandatory flood elevation requirements (for example, using dry-floodproofing techniques, having maximum allowable floor to ceiling height that match adjacent structures especially for buildings that need to be elevated at grade level and using gradual inclines for grade changes on commercial properties.

GOAL CD-2: COMMUNITY CHARACTER OF PUBLIC AND OPEN SPACES - Improve the physical appearance of the island's public spaces, paths, streets and streetscape to achieve a unified small town character which balances the needs of both residents and tourists.

OBJECTIVE CD-2-A: PUBLIC AND OPEN SPACES AND VIEWS TO THE WATER - Use urban design standards to reinforce walkable streets, public and private spaces and a sense of community through the public realm.

POLICY CD-2-A-2: OPEN SPACE AND LAND USE - Beautify public spaces throughout the island and preserve and protect natural areas that serve and benefit the public.

POLICY CD-2-A-3: VIEW CORRIDORS - Maintain existing public rights-of-way that provide view corridors to water bodies and, whenever possible, provide features such as benches, landscaping, and trash receptacles to enhance the areas as pocket parks, and develop a process and criteria for identifying specific scenic resources, view corridors, and vistas that should be preserved or enhanced as new development and redevelopment occurs.

POLICY CD-2-A-4: ENTRY GATEWAYS - Create Estero Boulevard gateways or entry features at the south end near Big Carlos Pass and near the touchdown of the Matanzas Pass bridge.

POLICY CD-2-A-5: VACANT LOTS - The Town shall regularly evaluate and include into its Code of Ordinances a Vacant Lots ordinance that maintains standards for programs and processes that will encourage proper maintenance and appearance of vacant lots. The town shall adequately fund any associated enforcement efforts and shall regularly evaluate incentive programs to encourage neighborhood upkeep.

OBJECTIVE CD-2-B: STREETSCAPE - Enhance the existing paths and sidewalks and streetscape to foster a more appealing environment for walking and biking.

POLICY CD-2-B-1: COMMERCIAL STREETSCAPE - Improve the appearance of the town throughout by developing land development regulations for landscaping public property and rights-of-way with native vegetation and ensuring sidewalks are six (6) feet wide in residential zones and up to twelve (12) feet wide in mixed-use commercial districts.

POLICY CD-2-B-2: LANDSCAPE FEATURES - Identify potential mechanisms to implement and maintain special amenities such as entry features, monuments, or other special landscape projects through a formal landscape planning process.

POLICY CD-2-B-3: STREET CROSSINGS - Improve pedestrian crossings; including push button (demand) lights; textured materials to emphasize crossings to drivers; and covered seating areas and other "oasis" amenities at trolley stops and beach accesses that are consistent with the Manual of Uniform Traffic Control Devices and the Florida Design Manual as applicable.

POLICY CD-2-B-4: RESIDENTIAL STREETSCAPE - Develop a landscape plan in the Land Development Regulations for residential streets. The plan should consider regularly spaced street trees in public rights-of-way on residential streets which provide adequate shade, color and interest, are low maintenance, with root systems that will not damage sidewalks, accommodate wildlife, are non-invasive.

POLICY CD-2-B-5: RESIDENTIAL STREET PROGRAM -The town should develop a residential streets program to implement the landscape plan. The Program can provide:

i. Assistance in developing a workable approach on a street-by-street basis, consistent with the island-wide concept.

ii. Volunteer local arborists to provide specific advice and technical assistance.

iii. Financial assistance for planting trees.

iv. A booklet describing the characteristics of desirable street trees for Fort Myers Beach.

v. A guidebook for tree planting, irrigation, and pruning methods.

vi. A plan for short- and long-term maintenance of planted areas and street trees.

GOAL CD-3: CONNECTIVITY AND MOBILITY TO REDUCE TRAFFIC IMPACTS - Plan for interconnected streets and pedestrian paths that connect to mixed-use commercial districts to enhance mobility options.

OBJECTIVE CD-3-A: COMPLETE STREETS AND BICYCLE INFRASTRUCTURE - Provide for comfortable streets, street grid and interconnected paths that includes designated spaces for walking, biking, cars and transit that seamlessly connect to mixed-use commercial districts.

POLICY CD-3-A-1: INTERCONNECTED PATHS - Create an additional interconnected system of pedestrian and bicycle pathways throughout the island to improve mobility and promote community interaction that connects to mixed-use commercial districts behind Estero Boulevard.

POLICY CD-3-A-2: STREET CONNECTIVITY - Preserve, enhance, and provide connectivity for the downtown character and neighborhoods while fostering complete streets initiatives. Maintain and enhance the tightly gridded, interconnected street network that facilitates the dispersal of traffic and contributes to the character of Fort Myers Beach.

POLICY CD-3-A-3MAINTAIN PEDESTRIAN CIRCULATION - Maintain the pedestrian circulation plan:

i. Bayside sidewalk and streetscape improvements for Estero Boulevard within the Core area with underground utilities and improved sidewalks.

ii. Sidewalks (5’ wide minimum sidewalk) along all streets in the Core Area.

iii. Bike path along Estero Boulevard utilizing Crescent Street to Third Street across to Old San Carlos and then connecting back to Estero Boulevard and north to Bowditch Point.

iv. Old San Carlos as a pedestrian spine linking Times Square and the marina by implementing public sidewalks and major crosswalks designed to work in conjunction with arcades or plazas located on private property.

v. A new public pedestrian plaza at the east of Old San Carlos.

vi. New on-street parking and side- walk on the south side of Crescent Street.

vii. Third and Fourth Streets with on-street parking and sidewalks on both sides of the street.

viii. Proposed improvements with the pedestrian, parking, mass transit, and traffic circulation concepts in the Transportation Element of this plan.

GOAL 1 To continually improve the appearance and functioning of transportation corridors, commercial areas, and links to natural and recreational areas.

OBJECTIVE 1-A ESTERO BOULEVARD - Improve the functioning and appearance of Estero Boulevard as the premier public space and primary circulation route of Fort Myers Beach.

POLICY 1-A-1 Changes along Estero Boulevard should improve on the characteristics that make it a boulevard in character and not just in name: safe and interesting to walk along, impressive landscaping, and scaled to people rather than high-speed traffic.

POLICY 1-A-2 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. Priorities should include positive impacts on:

i. stimulating revitalization consistent with the town's overall vision in this comprehensive plan

ii. completing pedestrian and bike path linkages from one end of the island to the other;

iii. managing traffic flow;

iv. improving pedestrian crossings; including push button (demand) lights; textured materials to emphasize crossings to drivers; and covered seating areas and other "oasis" amenities at trolley stops and beach accesses;

v. lowering construction and maintenance costs from the original design;

vi. correcting drainage problems;

vii. coordinating with utility undergrounding; and

viii. working within new and available sources of funds.

After completing that plan, the town shall establish a phased schedule of capital improvements to complete this network.

POLICY 1-A-3 In commercial and mixed-use areas, the town shall identify specific portions of Estero Boulevard where changes in land development regulations could work towards a more coherent "framing" of the Boulevard. New regulations should accomplish the following design goals over time through infill and redevelopment:

i. bringing buildings closer to the side- walk;

ii. encouraging or requiring compatible means of meeting the mandatory flood elevation requirements (for example; using dry-floodproofing techniques, or designs such as the old hardware store which is built close to the street with outside steps up, but with added steps up inside to reach the flood elevation);

iii. locating most parking to the rear of buildings, limiting curb cuts, and promoting shared parking areas;

iv. facilitating pedestrian and bicycle access and contributing to the interconnectedness of the circulation system;

v. adopting design guidelines that encourage architecture and urbanism along Estero Boulevard that contributes to the human scale and "beach cottage character" (such as the Huston Studio or Hussey tourist information center).

OBJECTIVE 1-B OTHER PUBLIC SPACES - Beautify public spaces throughout the island.

POLICY 1-B-1 Create Estero Boulevard gateways or entry features at the south end near Big Carlos Pass and near the touchdown of the Matanzas Pass bridge.

POLICY 1-B-2 Improve the appearance of the town throughout by landscaping public property and rights-of-way with native vegetation.

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

POLICY 1-B-4 Monitor the effectiveness of the county's pro- gram for removing trash and debris from the beachfront and Bay accesses.

POLICY 1-B-5 Develop a program for placing utilities underground that addresses both public and private sector development.

POLICY 1-B-6 Conduct regular and adequate street cleaning (sweeping or vacuuming) throughout the town. Evaluate effective methods to keep streets and drainage systems clean despite the abundance of blown sand and the absence of curbs.

GOAL 2 To upgrade residential neighbor- hoods throughout Estero Island.

OBJECTIVE 2-A HIDDEN PATHS - Create an additional interconnected system of pedestrian and bicycle pathways throughout the island to improve mobility and promote community inter- action.

POLICY 2-A-1 The town should encourage a community- sponsored program to identify and build a system of existing and potential "hidden paths" parallel to but behind Estero Boulevard. A local foundation or community land trust could identify and acquire existing vacant lots or easements to gradually complete the network. These parcels could be transferred back to the town for long-term maintenance.

POLICY 2-A-2 The town shall adopt changes to the land development regulations to allow small portions of existing lots to become a part of the hidden-path network without diminishing future uses of those lots.

POLICY 2-A-3 The town shall ensure coordination between efforts to develop this hidden-path network and its new streetscape plan for Estero Boulevard.

OBJECTIVE 2-B SIDE STREETS - Encourage residents to achieve a higher ambition for their residential streets, improving their walkability, comfort, beauty, inter- connectedness, and safety.

POLICY 2-B-1 The town strongly supports the planting of regularly spaced street trees in public rights-of-way on residential streets. The selection of specific trees shall be guided by public input and the following criteria:

i. amount of shade provided, especially during the summer months;

ii. the amount of water and other regular maintenance that will be required (such as types of leaves, fronds, and fruit);

iii. potential damage from extensive root systems or other characteristics of specific trees;

iv. variety and beauty, including flowering characteristics;

v. the potential for wildlife utilization;

vi. a strong preference for native trees such as live oak, gumbo limbo, sea grape, cabbage palm, mastic, Jamaica dog- wood, mahogany, black olive, strangler fig, pigeon plum, and buttonwood; and

vii. a prohibition on the use of invasive trees such as Australian pine, Brazilian pep- per, melaleuca, and Java plum.

POLICY 2-B-2 The town should develop a residential streets program that provides guidelines and technical assistance to neighborhoods that wish to improve their public spaces as civic projects. The program could include the following elements:

i. assistance in developing a workable approach on a street-by-street basis, consistent with the island-wide concept;

ii. volunteer local arborists to provide specific advice and technical assistance;

iii. assistance in preparing a planting plan for street trees;

iv. financial assistance for planting street trees;

v. a booklet describing the characteristics of desirable street trees for Fort Myers Beach;

vi. a guidebook for tree planting, irrigation, and pruning methods;

vii. a plan for short- and long-term maintenance of planted areas and street trees;

viii. a current list of contact persons and a description of the process for requesting street repairs and maintenance and for reporting code violations; and

ix. information on how to form a street lighting district.

GOAL 3 To revitalize and improve specific transitional neighborhoods.

OBJECTIVE 3-A HEART OF THE ISLAND - Redevelop the School/Library/Bay Oaks area as the new "heart of the island."

POLICY 3-A-1 The complex of civic activities in the Bay Oaks area is a key community asset. Its access and significance would be enhanced by creating a main entryway; School Street could become a walkable palm-lined street of restored and infill cottages that announce the entry to this center of civic activity.

POLICY 3-A-2 A prominent civic structure benefits the community most when its location serves the public conveniently and when its design helps shape the surrounding public spaces and provides a new and symbolic vista from other public places.

POLICY 3-A-3 If the town ever decides to build a Town Hall rather than renting office space, a new building, even if modest in size, should help complete a center of public activity and should be visually prominent as a showcase of urban design.

POLICY 3 A-4 A "heart of the island" plan should be prepared to coordinate the public and private actions needed to fully implement this concept, including identifying the sequence of actions, responsibilities for implementation, and potential funding sources. Initial actions should include:

i. develop a design concept consistent with the new streetscape plan for Estero Boulevard, identifying approximate costs, potential funding sources, and suggested phasing;

ii. refine regulations that would allow a compatible mix of uses such as residential, live-work spaces such as studios or galleries, and small-scale specialty retail uses consistent with the historic theme, including eased setback and parking regulations to accommodate the unique needs of renovations of existing and move-on cottages; and

iii. prepare architectural guidelines for cottage renovations and for infill development.

POLICY 3-A-5 Provide in the new Land Development Code a pre-approved option for the future redevelopment of the Red Coconut/Gulfview Colony properties consistent with the town's vision of traditional neighborhoods - neighbor-hoods that recreate a small-town feel; which are pedestrian and bicycle friendly with an internal circulation system that makes it possible to walk or bicycle to schools and services without always using Estero Boulevard; which retain the psychological connection and views to both the Bay and the beach; and which offer a variety of housing types and opportunity for mixed uses.

POLICY 3-A-6 In accordance with Policies 4-E-1 and 4-F-2 of the Future Land Use Element, evaluate any alternative redevelopment concepts for any portion of the Gulfview Colony/Red Coconut properties as to the following design principles:

i. retains and/or creates water views through street layout, site design, and architectural design;

ii. provides a variety of housing types rather than uniformity;

iii. locates the more durable housing types and mix of uses along the Bay side of Estero Boulevard;

iv. new streets create a highly connected network which includes mid-block paths or alleys;

v. streets have sidewalks and street trees;

vi. local streets are interconnected from Donora and Shell Mound through to the north.

OBJECTIVE 3-B NEAR-TOWN NEIGHBORHOODS - Revitalize older residential areas using traditional neighborhood techniques for renovations and infill.

POLICY 3-B-1 The town shall prepare and adopt land development regulations to apply to the older "near-town neighborhoods" that will encourage renovations and compatible infill development, using the following types of techniques:

i. modifying lot size, setback, and parking requirements where the current regulations hinder redevelopment;

ii. adding design guidelines to encourage front porches, decks, and other elements from the cottage design tradition to help frame public spaces and define private areas;

iii. modifying permitted uses to accommodate quiet home offices and possibly other mixed uses;

iv. modifying current limitations on the number of guests and/or length of stays to protect residential areas from excessive intrusion by poorly regulated short- term rentals.

OBJECTIVE 3-C SANTINI "MAIN STREET" - Redevelop the Villa Santini Plaza and its environs as a "Main Street" town center for the south end of the island.

POLICY 3-C-1 The town wishes to convert, over time, the existing Villa Santini Plaza and surrounding land from its current configuration of auto- oriented commercial uses. The desired plan would create a new "Main Street" shopping and civic center to serve residents of the south end of Estero Island and visitors to the state park on Black Island and Lovers Key (see Policy 4-F-2(ii) of the Future Land Use Element). To accomplish this goal, the town wishes to structure a public/private partner- ship agreement that provides for the following:

i. outlines the public improvements necessary to implement the concept, and identifies the agencies and entities involved and their respective roles;

ii. provides the town's design criteria to guide the preparation of the development plan by the property owners; and

iii. sets forth the process for the partner- ship, identifies responsibilities, areas of commitment, timing and process, order of magnitude costs, fiscal impacts/benefits, and any reimbursements.

POLICY 3-C-2 The town shall adopt new development regulations for this area to bring about the desired redevelopment pattern in the Villa Santini area. Along the nearby section of Estero Boulevard, buildings being constructed or renovated shall extend closer to the street and provide front access to pedestrians and on-street parking. Internal site layouts shall be reconfigured to accommodate a central green/plaza area for overflow parking and a trolley transfer point generally consistent with the 1997 design concept prepared by Dover, Kohl & Partners.

OBJECTIVE 3-D TIMES SQUARE - Stimulate the revitalization of the downtown core area (near Times Square) as the nucleus of commercial and tourist activities.

POLICY 3-D-1 The town shall create a Downtown Redevelopment Agency to assist the Main Street pro- gram in revitalizing downtown as a lively, inviting, comfortable, and safe public environment.

POLICY 3-D-2 Downtown revitalization shall be based on the concepts in the Core Area Master Plan prepared for the Estero Island CRA Committee in 1993-94, as refined during the continuing implementation of that plan. Those concepts are summarized in the following policies.

POLICY 3-D-3 Continue with sidewalk improvements:

i. Standard sidewalk widths should be provided by the public sector and/or private developers in each development project as it is implemented. Consider a program for private sidewalk reservation through dedication or easement, particularly along Old San Carlos.

ii. Use selected materials in public rights- of-way and private property improvements adjacent to sidewalks, such as in plazas or building setbacks.

iii. Provide special design treatment (e.g. continuation of sidewalk paving patterns) at major intersections of the primary pedestrian streets to create a visual link and distinguish the pedestrian surface from the vehicular right-of- way.

POLICY 3-D-4 Implement the pedestrian circulation plan:

i. Complete the Bay-side sidewalk and streetscape improvements for Estero Boulevard within the Core area with underground utilities and improved sidewalks.

ii. Construct sidewalks (5' wide minimum sidewalk) along all streets in the Core Area.

iii. Provide a bike path along Estero Boulevard utilizing Crescent Street to Third Street across to Old San Carlos and then connecting back to Estero Boulevard and north to Bowditch Point.

iv. Promote the function of Old San Carlos as a pedestrian spine linking Times Square and the marina by implementing public sidewalks and major crosswalks designed to work in conjunction with arcades or plazas located on private property.

v. Work with the private sector to establish a site for a new public pedestrian plaza at the east of Old San Carlos.

vi. Provide new on-street parking and side- walk on the south side of Crescent Street.

vii. Reconfigure Third and Fourth Streets with on-street parking and sidewalks on both sides of the street.

viii. Coordinate all proposed improvements with the pedestrian, parking, mass transit, and traffic circulation concepts in the Transportation Element of this plan.

POLICY 3-D-5 Improve the current parking situation near Times Square through the means outlined in the Transportation Element of this plan. Suggestions from the Core Area Master Plan include:

i. Implement parking management practices that create a positive experience for visitors and business operations.

ii. Encourage the private sector to build and operate expanded parking areas, using public sector assistance if needed for land assembly and regulatory relief.

iii. Expand the supply of shared on-street parking with 165 new parallel and angled spaces.

iv. If the new supply of parking will be in- adequate and a parking garage must be built, appropriate locations would be to the rear of new storefronts facing Old San Carlos.

POLICY 3-D-6 Design and construct streetscape improvements for Old San Carlos, Crescent Street, Center Street, and First through Fifth Street. These include on-street parking, new side- walks, buried utilities, and landscaping.

POLICY 3-D-7 Continue to implement the stormwater management plan (an exfiltration system that integrates the existing storm sewer pipe system and inlets with exfiltration trenches under Estero Boulevard). Similar systems can be installed for private development under parking lots or open space.

POLICY 3-D-8 Provide technical assistance regarding dry flood proofing methods and design to individuals seeking to develop or improve their properties.

POLICY 3-D-9 Enhance Lynn Hall Park with continuing beach renourishment, beach volleyball areas, and possibly a performance pavilion (in the southeast corner of the park next to Times Square). Include a pedestrian path linking the beach and the northern portion of Estero Boulevard.

GOAL ~~12~~ HOU-1: ~~To keep a wide variety of housing types available to people at all stages of their lives.~~ Encourage the availability of attainable housing options within Fort Myers Beach for residents of all ages.

OBJECTIVE ~~12-A~~ HOU-1-A: GENERAL HOUSING STRATEGIES - ~~Maintain or increase 1997 federal/state funding levels for affordable housing; m~~ Maintain an adequate supply of land to meet forecasted housing needs; and maintain current levels of on-island housing suitable for employees working within the town.

POLICY ~~12-A-1~~ HOU-1-A-1: The town shall ~~pursue~~ evaluate the following affordable housing strategies:

i. Provide liaison and technical assistance in linking eligible activities to partnerships and governmental funding sources;

ii. Encourage a variety of housing types and cost ranges through flexible provisions in the Land Development Code, including accessory dwelling units in single family residential areas ~~(see Policy 12-C-1)~~;

iii. Focus planning efforts on specific areas that are in transition, such as the near-town neighborhoods between Times Square and Bay Oaks, and reinforces the quality of existing stable neighborhoods;

iv. Consider implementation of ~~Implement~~ an incentive-driven regulatory system ~~and the town's new policy regarding~~ create and maintain policies on accessory apartments, pathways for hotel to condo conversions, and single family to duplex, triplex, and quadruplex as appropriate ~~(see Policy 4-C-7)~~;

v. Consider development of land development codes that support and enable its aging population to remain independent and in their own home or in a non-health care environment for as long as their health allows.

vi. Enable ~~D~~development and design strategies that enable older residents to remain in their community as their housing needs change allowing accessory dwelling units, such as garage apartments and "in law" suites in all residential areas and connecting residential neighborhoods to daily commercial needs by allowing mixed-income and mixed housing types to be located close to neighborhood or commercial shopping areas, civic or cultural institutions, and parks and open space areas;

vii. Promote revitalization of existing housing including historic structures (see specific programs in the Historic Preservation Element); and

viii. Assist service workers to find suitable housing on the island.

POLICY ~~12-A-2~~ HOU-1-A-2: This plan's Future Land Use Map shall continually designate sufficient residential and mixed-use land for varying housing densities and housing types to accommodate the town's forecasted housing needs through build-out.

POLICY ~~12-A-3~~ HOU-1-A-3: The town shall help provide access to affordable housing services for its residents with special attention to the needs of its low-income and "special needs" population.

i. The town shall seek an agreement with Lee County to retain the town's standing as an eligible area for expenditures under the county's federal and state entitlement programs, provided assurances are made that town residents received a reasonable share of these expenditures over time. ~~Unless determined to be infeasible or undesirable, the town shall enter into a cooperative agreement with Lee County before October 1998.~~

ii. The town shall promote the use of public-private partnerships wherever feasible to accomplish the implementation of its housing objectives. Such partnerships could include a Downtown Redevelopment Agency, non-profit housing providers, and private developers and builders.

iii. Encourage local lenders to provide affordable homeownership opportunities (including needed renovations) through programs such as mortgage assistance, reduced closing costs, and lower interest rates.

POLICY ~~12-A-4~~ HOU-1-A-4: The town shall strive to eliminate substandard housing conditions and improve the structural and aesthetic qualities of existing housing. The town shall identify unsafe or substandard structures and take appropriate actions to address such conditions by adopting the Standard Housing Code ~~by 1999~~ and enforcing it to regulate conditions in rental housing. ~~Emphasis shall be on renovation rather than demolition wherever possible.~~ New housing shall be built to comply with the applicable Florida Building Code and FEMA standards where required by state and/or federal law.

~~**POLICY 12-A-5:** If ever necessary, the town shall provide equitable housing for citizens who must be relocated through government action supported by federal funds consistent with Chapter 421.55 F.S.~~

POLICY ~~12-A-6~~ HOU-1-A-5: The town shall update this element using a state-approved methodology after census data for the year ~~2000~~ 2030~~20~~ is available and no later than the town's next scheduled evaluation and appraisal report.

OBJECTIVE ~~12-B~~ HOU-1-B: NEIGHBORHOOD-SPECIFIC HOUSING STRATEGIES - This plan's vision for revitalized and stable neighborhoods shall guide neighborhood-specific strategies to upgrade the housing stock and maintain a wide range of housing types and costs.

POLICY ~~12-B-1~~ HOU-1-B-1: DOWNTOWN (TIMES SQUARE) - Promote new construction and redevelopment to include ~~rehabilitation of existing structures for compact~~ moderate-priced housing ~~on Crescent Street~~ consisting of multi-family units of various sizes, targeted for year-round occupancy for persons who wish to live or work downtown, through:

~~i. The regulatory framework and incentives provided through the redevelopment overlay zone;~~

~~ii. Activities of a Downtown Redevelopment Agency (if established, see Community Design Element Policy 3-D-1) such as land assembly, provision of infrastructure (drainage, sidewalks, streetscape, undergrounding of utilities etc), and low-interest revolving loans.~~

~~iii. Other measures to encourage residential uses over retail throughout the downtown area.~~

- Land assembly, provision of infrastructure (drainage, sidewalks, streetscape, undergrounding of utilities etc), and low-interest revolving loans.
- Other measures to encourage residential uses along with retail throughout the downtown area.

POLICY ~~12-B-2~~ HOU-1-B-2: HEART OF THE ISLAND – CIVIC CENTER - Promote the revitalization of the area ~~School Street (see Community Design Policy 3-A-4)~~ as a walkable palm-lined street of restored and infill cottages for residential use, housing to age in place, live-work spaces ~~such as studios or galleries~~, and small-scale specialty retail uses consistent with the historic theme with retail on the ground floor and residential above.

i. Prepare regulations that would allow a compatible mix of uses and would ease setback and parking requirements to accommodate the unique needs of renovations of existing and move-on cottages.

ii. Provide architectural and design guidelines which illustrate cost-effective rehabilitation techniques consistent with the historic theme.

iii. ~~In partnership with the Estero Island Historic Society,~~ Seek grant funds to reduce costs of move-on and rehabilitation of historic cottages.

POLICY ~~12-B-3~~ HOU-1-B-3: RED COCONUT/GULFVIEW COLONY AREA - Support the continued use of the Red Coconut/Gulfview Colony area ~~(see Community Design Policy 3-A-5)~~ as a pleasant home for visitors and long-term residents, and provide a pre-approved option for redevelopment as a ~~traditional~~ mixed-use neighborhood with a variety of housing types.

POLICY ~~12-B-4~~ HOU-1-B-4: ~~NEAR-TOWN~~ NEIGHBORHOODS PRESERVATION - Revitalize the older ~~near-town~~ residential areas using ~~traditional neighborhood~~ smart-growth techniques for renovations and infill ~~(see Community Design Policy 3-B-1)~~, using methods such as:

i. Modify current regulations that have proven to be barriers to redevelopment.

ii. Encourage the cottage design tradition of front porches and decks to help frame public spaces and define private areas, promoting neighborhood safety.

iii. Permit quiet home offices (and possibly other mixed uses as determined appropriate).

iv. Protect residential areas from intrusion by poorly regulated short-term rentals.

v. Provide access to federal and state housing programs available to income- qualifying owners through Lee County's programs.

vi. Promote compact, walkable, neighborhoods that serve the diverse needs of both visitors and residents.

vii. Provide for redevelopment of single-family dwellings to multifamily dwellings in the form of duplex, triplex, and quadruplexes, provided the facade is visually consistent with surrounding development.

OBJECTIVE ~~12-C~~ HOU-1-C: REVISE THE CURRENT REGULATORY SYSTEM - ~~Complete a thorough revision of t~~ The town's land development regulations ~~by the end of 1999~~ to shall provide clear and consistent rules for housing development and redevelopment.

POLICY ~~12-C-1~~ HOU-1-C-1: The town's zoning and development regulations shall allow a variety of lot sizes, densities, and housing types.

POLICY ~~12-C-2~~ HOU-1-C-2: ~~Implement t~~ The town's land development code ~~new policy on~~ shall provide for attached and detached accessory dwelling units ~~apartments~~ in residential neighborhoods and include standards by which to measure compliance. Where ADUs will be permitted, the Town shall set specific standards and conditions regarding the design, size and occupancy, among other conditions as necessary, to ensure quality development and maintenance of neighborhood standards as appropriate.

POLICY ~~12-C-3~~ HOU-1-C-3: ~~Adopt~~ Update/Revise the Standard Existing Buildings Code ~~by 1999 (see Historic Preservation Policy 13-B-6)~~.

POLICY ~~12-C-4~~ HOU-1-C-4: The land development regulations shall include measures for ~~to implement Chapter 419 F.S. about~~ the proper siting of group homes and foster care facilities.

POLICY ~~12-C-5~~ HOU-1-C-5: Consider (and implement as feasible) various methods to reduce the cost of constructing or rehabilitating housing, such as:

i. A~~a~~djusting impact fee schedules so that small units or affordable or workforce housing ~~designed for island employees~~ would pay less than larger housing units;

~~ii. supporting DCA's new "residential construction mitigation program" to help lower-income residents retrofit their homes to increase their safety and protect their investments before a disaster occurs using low-interest loans or grants;~~

ii. ~~iii. considering~~ Utilize a bonus system land with mixed-use designation to allow densities above what is normally allowed if reserved for housing in a price range affordable by low- or moderate-income residents; or

~~iv. relaxing rules that require many sound buildings to be elevated above expected flood levels before they can be structurally improved.~~

iii. Expediting permitting and reduction of permitting fees.

OBJECTIVE ~~12-D~~ HOU-1-D: HISTORICALLY SIGNIFICANT HOUSING - Retain ~~at least 90% of~~ the town's historically significant housing where appropriate for residential uses (or appropriate adaptive re-uses).

POLICY ~~12-D-1~~ HOU-1-D-1: The town shall maintain the inventory of historic structures contained in the Historic Preservation Element.

POLICY ~~12-D-2~~ HOU-1-D-2: The town, in cooperation with the Estero Island Historic Society, will assist owners of historically significant housing in locating funds to restore or rehabilitate their homes. Assistance may be provided to move buildings if there is no other option to save the home.

POLICY ~~12-D-3~~ ~~HOU-1-D-3~~: The town shall consider other incentives to encourage renovation of historic structures, as detailed in the Historic Preservation Element. Such incentives could include property tax relief, transfer of development rights, and below-market interest rate loans.

OBJECTIVE HOU-1-E : HOUSING AFFORDABILITY AND ATTAINABILITY - The Town may evaluate current programs to incentivize the construction and development of affordable housing.

POLICY HOU-1-E-1: The Town shall consider implementing an inclusionary zoning ordinance that includes bonus or incentive programs to encourage the construction of affordable housing with new residential construction in its designed activity centers.

POLICY HOU-1-E-2: The Town shall continue to review financial and other incentives to assist the private sector in the provision of workforce housing including, but not limited to:

- Temporary decreases in property tax assessment
- Density bonuses
- Tax increment financing (TIF)
- Municipal land agreements (land banking and land swapping or conveyance, or rental of land)
- Application fee reductions
- Other financing that incentivizes the development of affordable and workforce housing

POLICY HOU-1-E-3: The Town shall aim to expedite the processing of building permits for Affordable, Attainable and Workforce Housing Units.

POLICY HOU-1-E-4: The Town may consider allowing reduced parking requirements for affordable and workforce housing.

POLICY HOU-1-E-5: The Town shall explore the creation of pre-approved designs for workforce housing in order to reduce development costs for such developments.

POLICY HOU-1-E-6: The Town shall continue to maintain an inventory of Town owned property available for use as affordable housing as required by Florida Statutes.

POLICY HOU-1-E-7: The Town shall consider opportunities for partnerships with private and public sector partners to explore the acquisition of vacant parcels and construct new single-family homes for very-low- income, and low-income households that are first-time home buyers.

POLICY HOU-1-E-8: The Town shall consider the creation of a community land trust for affordable housing, and consider mechanisms like land assembly of city-owned vacant lots to support development of affordable housing.

POLICY HOU-1-E-9: The City shall periodically evaluate minimum unit sizes in its land development regulations to determine impact on housing attainability and amend regulations as needed to enhance local housing availability and affordability.

POLICY HOU-1-E-10: To preserve diversity of housing and to prevent over proliferation of undersized units on the basis of affordable or workforce housing, the Town will consider allowing limiting the number of microunits, defined as units between 250 and 500 square feet in size, to 15% maximum of all multifamily developments.

POLICY HOU-1-E-11: The Town shall consider incorporating into its code, workforce dwelling bonuses for development of auxiliary dwellings, residential dwellings in commercial spaces, and for affordable and workforce housing in commercial zones of the Town.

POLICY HOU-1-E-12: The Town shall consider incorporating into its land development regulations, provisions for conversion of underutilized office space into workforce housing. The Town will encourage form-based zoning in commercial, transient residential, and mixed-use areas of the Town to provide for conversions for additional housing by adopting such regulations into its land development code by 2025.

GOAL ~~7~~ T-1: MULTIMODAL TRANSPORTATION NETWORK FOR SAFE AND EFFICIENT MOVEMENT OF PEOPLE AND GOODS - Ensure a multimodal network that serves the needs of the Town of Fort Myers Beach's residents, visitors, and local economy with safe and efficient motorized and non-motorized movement of people and goods and which is consistent with desired land use patterns, conserves energy, and protects the natural environment.

OBJECTIVE T-17-A: ~~DEFINING THE PROBLEMS -~~ ~~Through this plan, the Town of Fort Myers Beach will address its three major transportation problems: congestion (by supporting public transit and pedestrian improvements), parking (by improving public parking near Times Square), and speeding (through passive traffic calming on Estero Boulevard).~~ To improve ~~peak-season~~ mobility without reducing the permeability of Estero Boulevard to foot traffic or damaging the small-town character of Fort Myers Beach. The town seeks to reduce speeding, improve evacuation capabilities, and improve mobility through balanced transportation improvements such as a continuous system of sidewalks and bikeways, a network of trolleys and water taxis/ferries linked to off-island systems, and parking options matched to road capacity.

POLICY T-17-A-1: TRANSPORTATION MASTER PLAN - The town shall develop Long-Range Comprehensive Transportation Master Plan/Approach to improve functionality and accessibility of the overall transportation network. Upon plan adoption, the town shall work to enhance a safe and efficient transportation system for vehicles, bicycles, pedestrians, and transit riders.

POLICY T-1-A-2: MASTER PLAN AND COMPONENTS - The town's Long-Range Comprehensive Transportation Master Plan, shall include considerations for Modal priorities. The plan shall include, at minimum, analyses for vehicular travel, transit, bicycling, and pedestrian modes of travel, and incorporate the following as base elements of the overall plan:

- Roadway
- Transit
- Pedestrian Connectivity
- Bicycle and Alternative Transportation
- Freight

- Complete Streets and Wayfinding Program

POLICY T-1-A-3: CONTEXT SENSITIVITY - The development of a Long-Range Comprehensive Transportation Master Plan/Approach and its implementation shall be context-sensitive to land use patterns and urban design.

POLICY T-1-A-4: DESIGNING FOR ALL AGES AND ABILITIES - The town shall ensure that the transportation network is planned, designed, and maintained in a context-sensitive manner for safe usage by users of all ages and abilities, including pedestrians, dockless mobility, bicyclists, transit users, motorists, and freight vehicles.

~~CONGESTION: Every winter During peak times Estero Boulevard can becomes so crowded that traffic backs up, sometimes for miles in both directions. Much of this congestion is caused by visitors, who will continue to frequent the beaches regardless of development levels on Estero Island. Despite the road congestion, the town welcomes visitors and intends to provide mobility alternatives as described in this plan.~~

POLICY T-1-A-5: WAYFINDING - Where possible, the town shall enhance bikeway, micromobility or other alternative mobility options and sharing services information and way-finding signage along bicycle routes.

POLICY T-~~17~~-A-~~26~~: PARKING - ~~Even though existing parking lots are not used to capacity, parking is not abundant at Fort Myers Beach. The welcome rebirth of commercial activity near Times Square will increase the demand for parking.~~ The Town of Fort Myers Beach will address parking needs ~~shortages~~ through the methods ~~outlined in this plan~~ and other appropriate initiatives that seek to provide for shared parking and for a centralized parking system.

POLICY T-~~17~~-A-~~37~~: ESTERO BOULEVARD PEDESTRIANS ~~SPEEDING~~ - ~~Despite the virtual crawl of traffic on parts of Estero Boulevard, speeding is also a problem. If motorists didn't speed on Estero Boulevard, many more people would get out of their own cars.~~ The town will protect the pedestrian environment along Estero Boulevard and will work to ~~not widen travel lanes or discourage~~ encourage safe pedestrian movement across the boulevard and throughout the Town.

OBJECTIVE T-~~17~~-B: CONVENTIONAL SOLUTIONS - ~~The usual response to traffic congestion is widening roads or building alternate routes. Estero Island's long narrow shape, frequent navigable canals, sensitive environmental, and highly urbanized character preclude these solutions.~~ Utilize conventional solutions for ~~c~~Congestion management ~~at~~ within Fort Myers Beach ~~must aim~~ to reduce transportation delay and improve safety~~, not just for motorists but for pedestrians and bicyclists as well~~.

POLICY T-~~17~~-B-1: DELAY AND SAFETY - ~~The town recognizes that many efforts to reduce delay and improve safety for motorists have the opposite effect on pedestrians. Creative solutions will be required to address both concerns, particularly for pedestrians.~~ The town shall seek to find innovative solutions that will optimize safety and time efficiency for all modes of transportation.

POLICY T-~~17~~-B-2: WIDENING - Under no circumstances shall conventional four-laning of Estero Boulevard be considered as a desirable means of improving traffic circulation on Estero Island.

POLICY T-~~17~~-B-3: IMPROVEMENTS TO ESTERO BOULEVARD - The Town of Fort Myers Beach shall initiate additional pedestrian and streetscape improvements along Estero Boulevard ~~beginning in 1999~~, and shall negotiate with Lee County for additional appropriate right-of-way improvements. The town will consider studying and adopting a corridor design plan which will serve as the basis for the town's intergovernmental coordination efforts to improve Estero Boulevard. ~~the turnover of~~

~~responsibility for its maintenance if necessary to carry out these improvements or to further other town policies.~~

OBJECTIVE T-17-C: EVACUATION ROUTE - Estero Boulevard's critical function as the sole evacuation route for Fort Myers Beach shall be considered in all planning and development activities.

POLICY T-17-C-1: EVACUATION CAPACITY - ~~Evacuation routes do not need to be designed as high-speed roadways. The critical factor is the total number of cars that can evacuate in a given period of time.~~ The town shall evaluate all efforts by Lee County or by the town to reduce speeding on Estero Boulevard during the design phase to ensure that these efforts will not hinder an effective evacuation.

POLICY T-17-C-2: FLOODING - The town shall regularly analyze actual flooding of evacuation routes ~~that occurs due to tropical storms or hurricanes~~, and shall initiate physical improvements that can avoid future flooding at those locations.

OBJECTIVE T-17-D: VARIETY OF TRAVEL MODES - The Town of Fort Myers Beach shall make efforts every year to improve mobility for its residents and visitors, striving for a balanced transportation system that allows safe movement ~~even during peak periods of traffic congestion~~ of pedestrians, bicyclists, transit users, and vehicles. These efforts may include further subsidies to improve the trolley system, the use of impact fees to improve sidewalks, first-last mile infrastructure and policies, and creation of critical links on the hidden-path system.

POLICY T-17-D-1: ARRIVE WITHOUT A CAR - ~~Fewer vehicles would be driven to Fort Myers Beach if scheduled airport shuttle service were available. The town shall encourage service and the designation of a central drop-off point that could include a trolley stop and taxi stand.~~ The Town will encourage businesses to develop creative programs that incentivize visitors and employees to arrive without a car.

POLICY T-1-D-2: REDUCE NEED OF CAR - Promote compact development, enhance pedestrian realm, and promote modes of transportation other than single occupancy vehicles.

POLICY T-1-D-3: OFF-ISLAND PARKING - Work with Lee County to secure off-island land for the purposes of extended parking. Continue to encourage or incentives visitors to park off the island to reduce number of vehicles.

POLICY T-17-D-24: IMPROVE TROLLEY SERVICE - ~~Trolley ridership increases when service is more frequent and when fares are low or free, yet no long-term funding or operational plan has been developed for providing higher service levels.~~ The town will seek to implement pPractical measures to improve trolley usage, which include:

i. Recurring subsidies from tourism sources so that service can be enhanced and congestion minimized during heavy seasonal traffic;

ii. Pull-offs at important stops along Estero Boulevard so that passengers can safely board and traffic is not blocked excessively; these pull-offs could be built during other improvements to Estero Boulevard or required by the Land Development Code during the re-development process.

iii. Clear signs at every stop with full route and fare information;

iv. Bus shelters at key locations, with roofs, benches, and transparent sides;

v. Replacement of the existing trolley buses with clean-fuel vehicles so that businesses won't object to having trolleys stop at their front doors; and

vi. Accommodation of the special needs of the transportation disadvantaged.

POLICY T-17-D-35: ALTERNATE TRAVEL MODES - The town shall support alternatives to car travel to free up road capacity for trips that do require a car. Public funding sources shall include county/ state gasoline taxes and road impact fees. The town shall modify its road impact fee ordinance, ~~by 1999~~ as a mobility fee permissible under Florida Statutes, to allow these fees to be spent (within legal limits) on capital improvements that relieve road congestion, such as better sidewalks, trolley improvements, and off-island parking areas. ~~The town seeks to at least double the usage of the trolley system by the year 2001 (from its 1996 total ridership level of 238,754).~~

POLICY T-17-D-46: ENCOURAGE WATER ~~TAXIS~~ TRANSPORTATION - Fort Myers Beach has great potential for water transportation, with its canals, natural waterways, and high levels of tourism. To encourage the private sector to provide this service, the town shall ease regulations or provide assistance, as deemed appropriate by the Town Council, that require a water taxi to provide dedicated parking spaces at every stop and shall encourage restaurants, motels, and marinas to provide dockage for water ~~taxis~~ transportation. Where possible, water ~~taxi~~ transportation drop-off sites should avoid areas of high manatee concentration, or use protective measure such as propeller guards, jet propulsion, or electric motors.

POLICY T-17-D-57: 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.~~

POLICY T-1-D-8: COORDINATION WITH LEE COUNTY - The town shall collaborate with Lee County to expand the LeeTran route(s) onto Estero Island.

OBJECTIVE T-17-E: UPGRADE ESTERO BOULEVARD - As part of its ~~congestion avoidance~~ strategy to enhance pedestrian amenities and reduce the use of single occupancy vehicles, the town shall methodically upgrade Estero Boulevard to reduce speeding and encourage walking~~, as higher traffic speeds and car-oriented businesses are antithetical to its pedestrian character. (If a suit- able partnership to this end cannot be achieved with Lee County, the town may consider taking on maintenance responsibility for Estero Boulevard.)~~

POLICY T-17-E-1: ~~TIMES SQUARE~~ STREETSCAPE - The town shall ~~begin~~ work ~~by 1999~~ toward extending southward the curbs, colorful sidewalks, and street trees installed by the Estero Island CRA in 1996. Similar side-walks should be placed on both sides of Estero Boulevard as far south as the public library, including drainage, lighting, and trolley improvements. ~~Unspent funds from the Estero Island CRA should be sought from Lee County toward this end.~~ Generous urban sidewalks should also be built in the future around the Villa Santini Plaza as part of its redevelopment ~~(as described in the Community Design Element)~~.

POLICY T-17-E-2: TRAFFIC CALMING - The town shall support two types of traffic calming to reduce speeding, which endangers lives and diminishes the quality of the pedestrian environment of Fort Myers Beach:

i. The first is "active" or traditional traffic calming along residential streets, using physical techniques such as speed humps, narrowed lanes, landscaping, traffic diverters, jogs, or traffic circles at intersections, where appropriate.

ii. The town's preferred method is ~~The second is~~ "passive" traffic calming along Estero Boulevard, to control speeding without reducing the number of vehicles that can use the road. Techniques include full curbs and sidewalks separated by street trees; buildings nearer the road; interesting vistas for drivers; and avoidance of overly wide travel lanes or intersections.

POLICY T-17-E-3: BUILDINGS CLOSE TO THE STREET - ~~Where pedestrian levels are high, buildings~~ Buildings should adjoin the sidewalk rather than be separated by parking spaces. Front walls of stores, offices, and restaurants should have large windows rather than blank walls, preferably shaded by awnings or canopies. Access to parking areas shall be off side streets wherever possible. The town's Land Development Code shall implement these concepts ~~beginning in 1999~~.

POLICY T-17-E-4: SIDEWALKS AND BIKEWAYS - The town shall work toward major expansion of sidewalks and bikeways. In addition to the next phase of Estero Boulevard sidewalks (see Policy T-1-E-1 ~~7-E-1~~ above), the town shall support the following projects:

i. Support Lee County's imminent plans to fill the gaps from Buccaneer to Estrellita Drive and from the Villa Santini Plaza to Bay Beach Lane using federal funds;

ii. Initiate extensive improvements ~~by 1999~~ to Old San Carlos and Crescent Street in conjunction with parking improvements (see Policy T-1-F-2 ~~7-F-2~~);

iii. Initiate engineering studies ~~by 1999~~ for bikeways and additional sidewalks on the second side of Estero Boulevard and improved pedestrian crossings, including consideration of a pedestrian overpass at Times Square.

POLICY T-1-E-5: PARTNERSHIPS FOR PEDESTRIAN BRIDGES - The Town will evaluate partnerships between development projects that are across from each other along Estero Boulevard to incentivize pedestrian bridge crossings provided as a public benefit. Collaboration with property owners and the Town shall also be encouraged to provide pedestrian safety and walkability through the implementation of pedestrian bridges.

OBJECTIVE T-17-F: OPTIMIZE THE PARKING SUPPLY - Off-island parking facilities served by convenient public transportation should be provided to meet peak-season demands. For year-around demand, the town shall provide additional on-island public parking spaces, based in part on a new peak- season occupancy survey of existing public parking spaces.

POLICY T-17-F-1: ENCOURAGE SHARED PARKING LOTS: Parking lots serving a variety of land uses require much less space than separate on-site lots for each business. Shared lots waste less land and encourage walking because businesses aren't separated by large parking lots. The town shall encourage shared parking lots when businesses are relatively small, are clustered together, and have different busy periods.

POLICY T-17-F-2: SHARED PARKING NEAR TIMES SQUARE - The town shall strive to alleviate parking congestion and enhance accessibility for visitors and residents near Time Square by supporting or encouraging the development of shared parking facilities or a parking garage. ~~The Estero Island CRA recommended a reservoir of shared parking behind businesses along Old San Carlos and adding 165 on-street parking spaces near Times Square (although some of these spaces would merely replace spaces lost to new recreational facilities at Lynn Hall Park). The town shall investigate the feasibility of this concept in 1998-1999 and proceed toward implementation, or create an alternate plan that may include a parking garages near Times Square.~~

~~**POLICY T-17-F-3: BETTER PARKING LOTS -** Large parking lots or garages are usually more cost-efficient to build and maintain, but may not be the best solution for Fort Myers Beach. Disadvantages of large lots include high capital costs; the possibility of providing more parking than is needed or can be handled by the road system; and the unsightliness of most large parking lots and garages.~~

POLICY T-1-F4 ~~7-F-4~~: DIRECT VISITORS TO AVAILABLE PARKING - ~~Many visitors are unaware of existing parking lots; others would be dissuaded from driving if they were aware of the shortage of parking. Variable message signs can aid both situations.~~ The town shall evaluate and implement improved information systems, including signage, messaging, and other available technology to devise solutions that will direct traffic within the town to available parking. The town should encourage Lee County and FDOT to install ~~these~~ signs as appropriate with information about all major parking areas, including the state park at Lovers Key.

OBJECTIVE T-1~~7~~-G: THE FUTURE OF THE BRIDGES - Match bridge capacity to Estero Island with the capacity of Estero Boulevard.

~~**POLICY 7-G-1: ADEQUACY OF THE SKY BRIDGE -** There is little evidence that traffic congestion at Fort Myers Beach is caused by any inadequacy of the Matanzas Pass Sky Bridge, which unlike Estero Boulevard has no interference from intersecting streets, parking spaces, or pedestrians crossing the street.~~

POLICY T-1-G-1 ~~7-G-2~~: CHANGES TO THE SKY BRIDGE - If parking lots at Bowditch Point or Times Square greatly increase demand for north-bound turns at the foot of the bridge, striping a third lane on the existing bridge might be considered, as might a reversible third lane during the peak season.

POLICY T-1-G-2 ~~7-G-3~~: RESPONSIBILITY FOR THE SKY BRIDGE - FDOT may be willing to turn over responsibility for the Sky Bridge to the Town of Fort Myers Beach. This would be advantageous to the town only if part of a congestion management system with peak-period tolls, off-island parking lots, and improved mass transit.

POLICY T-1-G-3 ~~7-G-4~~: ADDITIONAL BRIDGE CAPACITY - The town will consider as part of any transportation master plan and associated update the need for additional bridge capacity and viable locations. Additional bridge capacity should not be directed to Times Square (except for the potential re-striping in Policy ~~7~~T-1-D-2). ~~New lanes to Old San Carlos or Crescent Street would also be undesirable, as most congestion is caused by conditions on Estero Boulevard south of Times Square. Previously proposed bridges from Winkler Road or Coconut Road are infeasible from environmental and financial standpoints and need not be considered further.~~

OBJECTIVE T-1~~7~~-H: EXPERIMENT WIDELY - The town shall constantly search for innovative solutions to long-standing traffic problems and to new problems as they develop, and shall coordinate its efforts with those of the Lee County Metropolitan Planning Organization. The town ~~shall~~ will consider and when appropriate, serve as a catalyst for traffic engineering experiments that would evaluate minor improvements that might improve traffic flow at Fort Myers Beach. ~~Some potential improvements are described in the following policies.~~

POLICY T-1~~7~~-H-1: PEDESTRIAN OVERPASSES - ~~Although pedestrian overpasses are often ignored by pedestrians,~~ The Town will encourage development of ~~an~~ overpasses throughout the Town where appropriate, that provideing a panoramic view of the Gulf~~, might be attractive enough~~ to reduce at-grade crossings ~~at Times Square~~ without discouraging foot traffic ~~in this highly congested area. Even without an overpass, the p~~Pedestrian-actuated ~~stop lights may be replaceable with a~~ flashing ~~caution lights~~ crosswalk beacons may be appropriate where pedestrian overpasses are not warranted to minimize effects of the crossing on traffic flow.

POLICY T-17-H-2: SAN CARLOS BOULEVARD - The five-laning of San Carlos Boulevard has created severe problems near the approach to the Sky Bridge. Creative experiments are needed to discourage drivers from using the right-hand lane, or side streets on San Carlos Island, to bypass the line of cars waiting to enter the bridge.

POLICY T-17-H-3: ~~RESERVED~~ TRANSPORTATION & MOBILITY MASTER PLAN - The Town shall maintain and regularly update a Transportation & Mobility Master Plan or a Transportation & Mobility Design Standard/Manual, using context-sensitive approaches to enhance safety and improve multimodal infrastructure and connectivity for residents and businesses. The Master Plan/Design Standard will at minimum create a standard approach to the design of Estero Boulevard, including, but not limited to, considerations of sidewalk width, pedestrian crossings, pedestrian bridges, landscaping and barriers as appropriate, beachfront access locations, trolley/bus stops, bicycle facilities, and micromobility options. Any Master Plan for the Town will consider parking locations on and off-island, as well as the necessary transit improvements to alleviate single-occupant vehicle usage.

POLICY T-17-H-4: VARIABLE MESSAGE SIGNS - These signs could advise motorists of congestion delays as well as available parking. The town should urge the detailed study of this concept by Lee County, FDOT, and the Metropolitan Planning Organization.

POLICY T-17-H-5: ORIGIN/DESTINATION DATA - Better data is needed on the origins and destinations of motorists during the peak season, and the town supports the MPO's efforts to obtain this data.

POLICY T-17-H-6: TRANSPORTATION DEMAND MANAGEMENT - This part of a congestion avoidance strategy reduces the number of single-occupant vehicles during peak traffic periods, either by eliminating some trips completely, or by accommodating existing trips in fewer vehicles, or by moving some trips before or after the most congested periods. This strategy may alleviate peak-season traffic congestion if implemented aggressively in cooperation with area businesses.

POLICY T-17-H-7: DELIVERY VEHICLES - To avoid interference with traffic and pedestrian flow, the town shall develop a strategy to limit commercial deliveries during peak traffic periods. Redevelopment plans shall continue to require a loading plan with preference to off-street loading. No on-street loading is permitted on Estero Boulevard.

POLICY T-17-H-8: FLOODING - During periods of minor flooding, the town shall monitor the performance of roadside drainage systems on and off Estero Island to identify areas where an evacuation could be prematurely halted.

POLICY T-17-H-9: PROFESSIONAL ASSISTANCE - The town may wish to retain a creative traffic engineer to provide advice on these experiments on a continuing basis.

POLICY T-17-H-10: CONNECTIONS TO ESTERO BOULEVARD - ~~An excessive number of streets and driveways have direct access to Estero Boulevard, reducing its ability to handle peak-season traffic.~~ The town shall take advantage of any suitable opportunities to consolidate street connections into fewer access points onto Estero Boulevard. As part of any transportation master plan or roadway plan for Estero Boulevard, and in conjunction with Lee County and the Florida Department of Transportation, the town will evaluate and as needed implement access management policies to improve Estero Boulevard.

POLICY T-1-H-11: TRANSPORTATION ALTERNATIVES - The Town will establish within its development standards, as appropriate, measures and requirements of transportation alternatives for new developments, including transportation technologies and approaches that will impact travel patterns, signalization, curb management, cycling, pedestrian travel, parking, loading/unloading

demand, supporting infrastructure, and roadway design. The Town will establish, as appropriate, community-oriented solutions and benefits to alleviate traffic impacts from tourist-based industries, including hotels/motels, such as voucher or shuttle programs for visitors and workforce transportation, among other transportation demand management techniques.

Policy T-1-H-12: EMERGING TECHNOLOGIES - The Town will continue to evaluate emerging transportation technologies including, but not limited to autonomous vehicles, traffic signalization, parking information, enhanced real time communication, and artificial intelligence in relation to the impacts these advancements will have on transportation, land use, and the mobility options. This evaluation will also include best practices and methods for the safe and context sensitive implementation of shared mobility and micromobility solutions, such as microtransit, dockless bicycle share, dockless scooters, and e-bikes as appropriate for the Town.

OBJECTIVE T-17-I: LEVEL-OF-SERVICE STANDARD - Maintain minimum acceptable levels of service for the transportation system.

POLICY T-17-I-1: ~~Traffic congestion is a serious problem at Fort Myers Beach, caused by a combination of high tourism demand for its beaches and past over-building relative to road capacity. Neither factor is within the control of the Town of Fort Myers Beach, although its residents must tolerate congestion every winter.~~ This comprehensive plan seeks to manage congestion levels and encourage alternate means of mobility including walking, bicycling, and trolleys. The town shall continue to maintain and regularly evaluate level of service standards to ensure multimodal mobility.

POLICY T-17-I-2: The peak capacity of Estero Boulevard's congested segments is 1,300 vehicles per hour. The minimum acceptable level-of-service standard for Estero Boulevard shall be that average monthly traffic flows from 10:00 A.M. to 5:00 P.M. during each month do not exceed that level for more than four calendar months in any continuous twelve-month period. Measurements from the permanent count station at Donora Boulevard shall be used for this standard.

POLICY T-17-I-3: Figure 18 of this element is hereby adopted as the future transportation map of the Town of Fort Myers Beach.

OBJECTIVE T-17-J: PROTECTING PUBLIC ACCESS - Although no future right-of-way needs have been identified, some existing town and county rights-of-way are substandard and few are wider than needed. The town shall review requests to ~~not~~ vacate ~~or acquiesce in the vacation of~~ existing rights-of-way, and shall make efforts to ensure no recognized public access is negatively impacted by vacating the ~~except where no public purpose would be served by retaining the right-of-way~~.

POLICY T-17-J-1: RIGHTS-OF-WAY - Town and county rights-of-way are needed for the undergrounding of utilities; for the expansion of sidewalks and bike paths; for water accesses; for on-street parking; for public transit and road improvements; and for other public purposes. The town shall ~~strictly limit~~ consider limiting vacations of rights-of-way and easements to preserve future access for these purposes.

POLICY T-17-J-2: TRAFFIC IMPACT ANALYSES - A thorough traffic impact analysis is currently required only for major rezonings and very large development orders. The town shall amend its Land Development Code as needed ~~during 2010~~ to:

i. D~~d~~ecrease the thresholds for requiring traffic impact analyses;

ii. R~~r~~equire them to study the cumulative impacts of potential development; and

iii. U~~u~~se the results in assessing whether impacts are acceptable, and whether an improved design could offset some of the impacts.

GOAL 13 HP-1: ~~To maintain "the best of the old" when redeveloping our community by appreciating, protecting, and promoting the historic resources of Fort Myers Beach. To provide stewardship of the legacy of our predecessors, cultivating our understanding of the past as a means of sustaining our future.~~ Create a lasting heritage as the foundation of the town's historic preservation with key principals: environmental resources, character, sustainability, and preservation maintenance to protect for future generations.

OBJECTIVE 13-F HP-1-A: ~~GENERAL STRATEGIES -~~ ~~Begin in 1999 to develop programs to aggressively identify, document, and evaluate historic and archaeological resources in and around the Town of Fort Myers Beach in order to encourage their long-term protection.~~ **IDENTIFY AND EVALUATE HISTORIC RESOURCES -** The town shall identify historic resources to help protect the town's heritage and to coincide with its Land Development Codes for historically significant structures.

POLICY 13-F-1 HP-1-A-1: ~~In 1999 the town shall convene an ad hoc historic working group to develop programs, organize volunteers, and make recommendations to the LPA and Town Council relating to Policies 13-A-2, 13-A-3, 13-A-5, 13-B- 1, 13-B-3, 13-B-6, and 13-C-3. This group shall include representatives of the Estero Island Historic Society, the LPA, the Lee County Planning Division, and others with expertise in archaeology, history, and/or construction.~~ **HISTORIC RESOURCE MAP -** The Town shall explore efforts to regularly update the historic resources map for properties and historic districts listed on the Local and/or National Registers of Historic Places. Architectural, archaeological, and other related cultural resource surveys shall be conducted pursuant to the standards and policies of the Florida Department of State, Division of Historical Resources and/or the provisions of the National Historic Preservation Act (1966).

POLICY 13-F-2 HP-1-A-2: FLORIDA MASTER SITE FILES AND PHOTOGRAPHS - Acquire high-quality reproductions of all files and photographs from the Florida Master Site File and the Florida Archives for buildings on Estero Island, and make copies available to the public at Town Hall and the public library. These ~~This~~ files should be supplemented by an accurate listing of street addresses and parcel numbers~~, plus a listing of buildings that have been demolished or renovated beyond recognition. After this updating, the town shall notify all property owners of sites listed on the Florida Master Site File~~.

POLICY ~~13-F-3~~ HP-1-A-3: UPDATES TO HISTORIC BUILDING SURVEY - The town shall periodically review and support efforts to update Lee County's ~~1986 and 1992~~ surveys of historic buildings on Estero Island. Additional buildings shall be documented for submission to the Florida Master Site File, and buildings that have been demolished or altered shall be so noted. New information shall be transmitted to the Florida Department of State via the Lee County Planning Division.

~~**POLICY 13-F-4** Require all applications for development review to identify the location and status of historic resources and archaeological sites, utilizing as data bases the 1986 Lee County Historic Sites Survey, the 1987 Archaeological Site Inventory and Zone Management Plan for Lee County, the 1992 Historical Report and Survey Supplement for Lee County, and updated information from implementation of Policies 13-A-3 and 13-A-6. This identification of historic and archaeological resources will assist in administering protective regulations.~~

~~**POLICY 13-F-5** Continue the program begun by Lee County for formally designating historic and archaeological resources, with the following changes:~~

~~i. Designate the town's Local Planning Agency to serve as the historic preservation board required by the Land Development Code.~~

~~ii. Contract with Lee County for consultation, technical assistance, and on-going staff support for the town's historic preservation program.~~

~~**POLICY 13-F-6** By 1999, the town shall begin the process of designating one or more historic districts which would include most of the buildings listed on the Florida Master Site File.~~

POLICY ~~13-F-7~~ HP-1-A-4: NATIONAL REGISTER OF HISTORIC PLACES - The town shall engage with the ~~Request the~~ Estero Island Historic Society to ~~regularly~~ identify any remaining appropriate buildings or sites for nomination by the town to the National Register of Historic Places.

~~**POLICY 13-F-8** Encourage a private program that would visibly recognize historic building through plaques, certificates, historic markers, awards programs, or certificates of historical and/or archaeological significance.~~

POLICY ~~13-F-9~~ HP-1-A-5: PROCESS FOR PRESERVING SCENIC RESOURCES - The town shall explore the ~~Develop~~ development of a process and criteria for identifying specific scenic resources, view corridors, and vistas that should be preserved or enhanced as new development and redevelopment occurs. ~~Particular attention should be given to recommendations in the Community Design Element.~~

OBJECTIVE HP-1-B: DESIGNATION - ~~Maintain and increase the town's historic resources listed in the Local and/or National Historic Registers of Historic Places.~~ To promote the preservation of the town's historic character, encourage the maintenance and potential expansion of historic resources listed in the Local and/or National Historic Registers of Historic Places.

POLICY HP-1-B-1: HISTORIC DESIGNATION OF BUILDINGS - Explore potential to designate historic structures from all historic resources.

POLICY HP-1-B-2: HISTORIC DESIGNATION OF DISTRICTS - The town shall explore the designation of a historic districts which would include most of the buildings listed on the Florida Master Site File.

OBJECTIVE ~~13-G~~ HP-1-C: ~~REGULATIONS AND INCENTIVES~~ REGULATORY TECHNIQUES - ~~By the end of 1998, e~~ The town shall evaluate ~~Establish and maintain~~ the establishment of a regulatory and incentive system that promotes restoration, reconstruction, and re-use of the town's historic buildings.

POLICY ~~13-G-1~~ HP-1-C-1: CERTIFICATION - The Town shall evaluate the provisions of the Certified Local Government program to determine if the town should become certified.

POLICY ~~13-G-2~~ HP-1-C-2: COMMUNITY DESIGN HOUSING POLICIES - The town shall consider the implementation of ~~Implement~~ Community Design and Housing Policies that call for preparing and adopting land development codes that will encourage the revitalization of older and historic housing using elements from the cottage design tradition.

POLICY ~~13-G-3~~ HP-1-C-3: REGULATORY RELIEF - The town shall explore the use of ~~Using~~ specific existing historic properties in Fort Myers Beach, ~~determine additional~~ and consider regulatory relief that could be provided to designated historic properties to promote their preservation and rehabilitation.

POLICY ~~13-G-4~~ HP-1-C-4: REGULATORY INCENTIVES FOR HISTORIC PRESERVATION - The town shall explore ~~Study~~ the feasibility of a variety of incentives including transfer of development rights and property tax relief to encourage preservation and rehabilitation of historic properties, and consider~~:~~ ~~Continue to develop~~ new land use and zoning incentives for eligible and historic resources within the land development codes, such as encouraging the adaptive reuse of historic structures within mixed-use zoning districts and providing parking relief strategies.

POLICY ~~13-G-5~~ HP-1-C-5: FINANCIAL INCENTIVES FOR HISTORIC PRESERVATION - ~~Consider~~ Evaluate financial incentives for historic preservation that might include a revolving loan fund, grants, federal and state funds for income-eligible recipients, tax increment funds (if a CRA is established), or technical support for the use of investment tax cred- its.

POLICY ~~13-G-6~~ HP-1-C-6: STANDARD EXISTING BUILDING CODE - The town shall adopt the Standard Existing Buildings Code into its land development code to encourage the rehabilitation of older buildings throughout the town.

POLICY HP-1-C-7: IDENTIFYING HISTORIC AND ARCHAEOLOGICAL RESOURCES - Require all applications for development review to identify the location and status of historic resources and archaeological sites, utilizing as databases information available from the Town, Lee County's Historic Preservation program, and Florida Department of State as appropriate.

POLICY HP-1-C-8: AMENDMENTS TO LAND DEVELOPMENT CODES - The Town will encourage sensitive, adaptive reuse and rehabilitation of structures eligible for historic designation as a preferred alternative to demolition. To this end, as necessary, the Town will regularly evaluate and, where necessary, amend the Land Development Codes to ensure the protection of historic resources.

OBJECTIVE ~~13-H~~ HP-1-D: ~~CELEBRATING OUR HERITAGE -~~ ~~Continually heighten the appreciation of the town's recent and ancient history and cultural life, and improve opportunities for appropriate public access to publicly sup- ported resources.~~ **PRESERVATION PROGRAMS -** Support and expand the city's historic preservation program with the State of Florida office and to comply with the town's ordinances for preservation to coincide with Land Development Codes.

POLICY ~~13-H-1~~ HP-1-D-1: ~~Continue to pursue the acquisition of the William Case home (Long Estate). Assist the foundation that will provide long-term management with funding for start-up costs (with the amount needed to be evaluated annually). Link this facility to other cultural, scientific, educational, and recreational activities.~~ **CHANGES TO FORMAL DESIGNATION -** The town shall consider continuing the program begun by Lee County for formally designating historic and archaeological resources. It shall explore the designation of the town's Local Planning Agency to serve as the historic preservation board as required by the Land Development Code. Contract with

Lee County for consultation, technical assistance, and on-going staff support for the town's historic preservation program.

POLICY ~~13-H-2~~ HP-1-D-2: ~~Support the nomination of the Fort Myers Beach Elementary School and the William Case home (and its site) for the National Register of Historic Places.~~ Encourage privately run programs that would visibly recognize historic building through plaques, certificates, historic markers, awards programs, or certificates of historical and/or archaeological significance.

POLICY ~~13-H-3~~ HP-1-D-3: ~~Examine methods that the town could use to aid in the protection of Mound Key.~~ **HISTORIC PRESERVATION BOARD -** The town shall consider the establishment of a qualified Historic Preservation Board that meets the Florida Certified Local Government Guidelines to oversee and further develop the functions of the historic preservation program.

POLICY ~~13-H-4~~ HP-1-D-4: ~~Work with Lee County in establishing a net-work of canoe and kayak trails linking the sites of historic and archaeological significance from Pine Island to Estero Bay.~~ **STATE COMPREHENSIVE PLAN AND HISTORIC PRESERVATION PLAN -** Continue to work cooperatively and in conjunction with the State Historic Preservation Office to achieve the goals set forth in the State Comprehensive Plan and the Comprehensive Statewide Historic Preservation Plan.

POLICY ~~13-H-5~~ HP-1-D-5: ~~Establish a task force to develop and implement the town's eco/heritage program. The task force would work with the Marine Resources Task Force to advise the town about implementing the recently adopted recommendations of the Governor's Advisory Committee on Eco-heritage Tourism.~~ **CONSISTENCY WITH HISTORIC PRESERVATION ORDINANCES -** Ensure historic resources remain consistent with the Historic Preservation Ordinances relating to affirmative maintenance, demolition by neglect and boarding, which are adopted in the Land Development Codes and the Code of Ordinances.

POLICY ~~13-H-6~~ HP-1-D-6: ~~In cooperation with the Estero Island Historic Society, develop self-guided walking/biking tours of the island's historic points of interest; interpretive panels; and other ways to share the history of the island with visitors.~~ **ACQUIRING HISTORIC AND CULTURAL RESOURCES -** The town shall consider the acquisition of historic and cultural resources when ownership would provide a public benefit and when financial resources can be secured.

POLICY ~~13-H-7~~ HP-1-D-7: ~~Continue to improve availability and appropriate public access to historic and cultural resources by implementing Community Design Policies 2-A-1/4, 3-D-4, and 3-D-6 and Recreation Policy 10-A-4.~~ **PUBLIC USES -** The town shall explore the use historic buildings to accommodate public uses whenever feasible.

OBJECTIVE HP-1-E: EDUCATION AND PROGRAMMING - The town shall support efforts that heighten the appreciation of the town's recent and ancient history and cultural life and improve opportunities for appropriate public access to publicly supported resources.

POLICY HP-1-E-1: NETWORK OF CANOE AND KAYAK TRAILS - Support Lee County in establishing a network of canoe and kayak trails linking the sites of historic and archaeological significance from Pine Island to Estero Bay.

POLICY HP-1-E-2: TASK FORCE FOR TOWN'S ECO/HERITAGE PROGRAM - Consider establishing a task force to develop and implement the town's eco/heritage program. The task force would work with the Marine Resources Task Force to advise the town about implementing the recently adopted recommendations of the Governor's Advisory Committee on Eco-heritage Tourism.

POLICY HP-1-E-3: SELF-GUIDED WALKING/BIKING TOURS - In cooperation with the Estero Island Historic Society, the town shall consider the development of self-guided walking/biking tours of the island's historic points of interest; interpretive panels; and other ways to share the history of the island with visitors.

POLICY HP-1-E-4: SUBMERGED ARCHAEOLOGICAL SITES - Promote knowledge of submerged archaeological sites as cultural heritage and patrimony.

POLICY HP-1-E-5: PROMOTING HISTORIC AD-VALOREM TAX EXEMPTION PROGRAM - Continue to promote the Historic Ad-Valorem Tax Exemption program to property owners of eligible and historic resources. Continue to provide information regarding all local, state and federal financial incentives to the public such as, the City and County Historic Ad-Valorem Tax Exemption program and the Federal Historic Preservation Tax Incentives programs.

POLICY HP-1-E-6: PROMOTIONAL AND REFERENCE MATERIAL - Develop promotional and reference materials about local historic resources, preservation and cultural heritage; such information will be available at City Hall and on the City website.

GOAL ROS-1: To provide residents and visitors of all ages a comprehensive, accessible system of parks, active recreation areas, open spaces, beach accesses, natural preserves, private recreational facilities, and cultural activities that provide a variety of recreational opportunities and promote an understanding of our community's environmental and cultural heritage.

OBJECTIVE ROS-1-A: PUBLIC ACCESS AT BEACHES AND BAYS - Increase the number and quality of public access points to the Gulf beaches and Estero Bay, parks and natural preserves.

POLICY ROS-1-A-1: BEACH ACCESS - Maintain or improve existing levels of beach and bay access which provide for the continued maintenance of existing beach access points, and evaluate the need for more parking.

POLICY ROS-1-A-2: VIEW CORRIDORS - The town shall aim to increase, preserve, and enhance publicly-owned view corridors to the beach and water, and encourage additional preservation of scenic vistas on private property, when possible.

POLICY ROS-1-A-3: GREAT CALUSA BLUEWAY - Support and participate in Lee County's "Great Calusa Blueway" paddling trail by making convenient links between the trail and the town's environmental, cultural, and historical points of interest.

POLICY ROS-1-A-4: BEACH ACCESS TO MOUND HOUSE AND MANTANZA'S PASS PRESERVE - Specifically provide enhancements for beach access and paddling trail points at Mound House and Mantanza's Pass Preserve for additional public access to the beach for the "Great Calusa Blueway" and the natural walking trail that is provided by the continuous beachfront along Estero Island.

POLICY ROS-1-A-5: NATURAL PRESERVES - Enhance public access to the town's nature preserve areas, while ensuring their ecological sustainability and providing for their long-term maintenance.

POLICY ROS-1-A-6: LITTLE ESTERO ISLAND CRITICAL WILDLIFE AREA AND MANTANZA PASS PRESERVE - Enhance access for the public enjoyment and protection of the areas.

POLICY ROS-1-A-7: BOWDITCH POINT PARK - Increase accessibility for recreational purposes by:

i. Actively promote alternate means of access to Bowditch Point Park frequent and free trolley service, and especially the construction of public docks on the Bay side for private boats and a water taxis or ferry stop. Actions to support these activities shall include appropriate changes to the Land Development Code, any required rezoning's, and formal requests for funding to Lee County, and may also include further public transit subsidies or financial support for dock construction.

ii. Bowditch Point Park ensure continued accessibility to visitors from throughout the county and beyond.

POLICY ROS-1-A-8: Encourage Lee County to provide on-site parking for the general public at Bowditch Point (in addition to the existing spaces for the handicapped) by adopting an appropriate resolution of support by the town council and by granting the required zoning changes.

POLICY ROS-1-A-9: LINKING MOUND HOUSE TO GREAT CALUSA BLUEWAY - Link the Mound House to other cultural and recreational points of interest by providing appropriate dockage to serve the Great Calusa Blueway paddling trail and water taxis as well as links to bike and pedestrian paths.

POLICY ROS-1-A-10: WAYFINDING - Increase public awareness of available recreation opportunities through signage on roadways, at park entrances, and within large parks.

OBJECTIVE ROS-1-B: SUSTAINABILITY - Develop policies to promote sustainability in the parks.

POLICY ROS-1-B-1: LEAD EFFORTS TO IMPROVE NATURAL AREAS - Assume a leadership role with other agencies to improve the viability of the natural areas around the town as an integral part of a comprehensive recreational system. Measures of success may include public acquisition of additional beachfront land; designation of canoe trails or water shuttle service linking Fort Myers Beach to surrounding natural resources.

POLICY ROS-1-B-2: MARINE TASK FORCE - Expand the purview of the town's Marine Resources Task Force to include the sustainability of recreational use of marine resources.

POLICY ROS-1-B-3: PUBLIC LAND ACQUISITION TO MEET SUSTAINABILITY PRIORITIES - Support the following priorities for public land acquisition outside the town's boundaries:

i. Land that will contribute to the sustainability and enhancement of the comprehensive recreation system;

ii. Land that can provide opportunities for public appreciation of environmental and archaeological resources;

iii. Land that will provide additional beach access (such as Bunche Beach) for visitors who cannot reach Fort Myers Beach due to congested roads.

POLICY ROS-1-B-4: ECO/HERITAGE TASK FORCE - Establish a task force on eco/heritage tourism to develop and implement the town's "eco/heritage" program. The task force would work closely with Marine Resources Task Force to advise the town on appropriate components of the statewide plan of the Governor's Advisory Committee on Eco-Heritage Tourism where adopted.

POLICY ROS-1-B-5: FLORIDA FRIENDLY AND NATIVE PLANTS - Use Florida Friendly and native plants in all parks and open spaces to the greatest extent possible.

OBJECTIVE ROS-1-C: IMPLEMENTATION AND COORDINATION - Maintain a comprehensive and cost-effective recreational system that meets the future needs of Fort Myers Beach.

POLICY ROS-1-C-1: COORDINATING FUNDING SOURCES - The town shall work with the county, surrounding jurisdictions, state and federal agencies, non-profit organizations, national, state and local land trusts, private organizations and corporations, and other groups to identify funding sources and mechanisms and to structure partnerships to implement the policies of this Recreation Element.

POLICY ROS-1-C-2: COST SHARING MECHANISMS - Promote a cooperative effort among the town, Lee County, city of Sanibel, and other counties and regional agencies to develop cost-sharing mechanisms for improvements needed to improve the experience of visitors.

POLICY ROS-1-C-3: ADEQUATE ~~PRIVATE~~ RECREATIONAL FACILITIES FOR NEW DEVELOPMENT - The town shall require through its development regulations that major redevelopment activities include provisions that will lead to adequate ~~private~~ recreational facilities for their residents as provided for by the town's adopted level of service.

POLICY ROS-1-C-4: MAINTENANCE - Ensure a high level of maintenance and facility development to preserve and enhance the quality of parks and recreational facilities.

POLICY ROS-1-C-5: MATANZAS PASS - Maintain a cooperative planning process for Matanzas Pass and surrounding waterways.

POLICY ROS-1-C-6: AGENCY ON BAY MANAGEMENT - Actively participate in the Agency on Bay Management and the Southwest Florida Regional Harbor Board.

OBJECTIVE ROS-1-D: MONITORING - The following measures shall be used to monitor the achievement of the objectives in the Recreation and Open Space Element:

- The number of projects and amount of funds expended for the acquisition and protection of the Town's beaches for preservation and increased public access.
- Achievement of the LOS standard.
- Comparison of park acreage from 2022 to 2029.
- The number of interagency partnerships, school agreements and interlocal agreements.
- The implementation status of strategies to maintain and increase public participation in park planning, construction, and operational issues, and to increase the public's awareness of recreational opportunities.
- Implementing ADA accessibility requirements in Publicly owned park space.

GOALS - OBJECTIVES - POLICIES

Based on the analysis of recreation issues in this element, the following goals, objectives, and policies are adopted into the Fort Myers Beach Comprehensive Plan:

GOAL 10: To provide residents and visitors of all ages a comprehensive, accessible system of parks, active recreation areas, open spaces, beach accesses, natural preserves, private recreational facilities, and cultural activities that provide a variety of recreational opportunities and promote an understanding of our community's environmental and cultural heritage.

OBJECTIVE 10-A NATURAL RESOURCES - Assume a leadership role with other agencies to improve the viability of the natural areas around the town as an integral part of a comprehensive recreational system. Measures of success may include public acquisition of additional beachfront land; designation of canoe trails or water shuttle service linking Fort Myers Beach to surrounding natural resources; or the successful implementation of a plan for the coordinated use and protection of Matanzas Pass.

POLICY 10-A-1 Expand the purview of the town's Marine Resources Task Force to include the sustain- ability of recreational use of marine resources along with the activities described in Conservation Policy 6-A-4.

POLICY 10-A-2 Implement Coastal Management Policy 5-F-1 initiating a cooperative planning process for Matanzas Pass and surrounding waterways by 1998.

POLICY 10-A-3 Actively participate in the Agency on Bay Management and the Southwest Florida Regional Harbor Board.

POLICY 10-A-4 Promote the use of a water shuttle to link the components of the town's recreational system without adding traffic on the roads.

POLICY 10-A-5 Support the following priorities for public land acquisition outside the town's boundaries:

Land that will contribute to the sustain- ability and enhancement of the comprehensive recreation system;

Land that can provide opportunities for public appreciation of environmental and archaeological resources;

Land that will provide additional beach access (such as Bunche Beach) for visitors who cannot reach Fort Myers Beach due to congested roads.

OBJECTIVE 10-B BOWDITCH POINT PARK - Enhance the natural resources at Bowditch Point Park while increasing its accessibility for recreational purposes.

POLICY 10-B-1 Encourage Lee County to plant native shade trees at Bowditch Point and control the spread of invasive exotic vegetation such as Australian pines to improve wildlife habitat and enhance opportunities for bird watching. If the Australian pines are destroyed by high winds, the town encourages their re- placement with native shade trees. This encouragement may be expressed by resolution of the town council if requested by Lee County.

POLICY 10-B-2 Actively promote alternate means of access to Bowditch Point Park such as electric trams and more frequent and free trolley service, and especially the construction of public docks on the Bay side for private boats and a water taxis stop. Actions to support these activities shall include appropriate changes to the Land Development Code, any required rezonings, and formal requests for funding to Lee County, and may also include further public transit subsidies or financial support for dock construction.

POLICY 10-B-3 If requested by Lee County, consider the costs and benefits of assuming management responsibility for Bowditch Point Park while ensuring its continued accessibility to visitors from throughout the county and beyond.

POLICY 10-B-4 Encourage Lee County to provide on-site parking for the general public at Bowditch Point (in addition to the existing spaces for the handicapped) by adopting an appropriate resolution of support by the town council and by granting the required zoning changes.

OBJECTIVE 10-C DOWNTOWN AS A RECREATION HUB - Make the Times Square area the nucleus of the town's comprehensive recreational system.

POLICY 10-C-1 LYNN HALL MEMORIAL PARK: Enhance Lynn Hall Park as recommended in Community Design Policy 3-D-12, including continuing beach renourishment and the addition of beach volleyball areas. In cooperation with the town's Main Street Program, encourage entertainment that appeals to residents and visitors while reinforcing the downtown as a recreation and entertainment destination. These could include musical or art-in-the-park events, community festivals, and other family-oriented special events. After at least one year of experience with such events, consider the feasibility of including a performance pavilion in the southeast corner of Lynn Hall Park. In cooperation with local environmental and business interests, consider the feasibility of constructing a boardwalk along the beachfront to connect the beach access near the Lani Kai to Lynn Hall Park on the landward side of the dune line (see Community Design Policy 3-D-4(iii)).

POLICY 10-C-2 PUBLIC PEDESTRIAN PLAZAS TIMES SQUARE - Maintain Times Square as a pedestrian mall and civic plaza consistent with Community De- sign Policy 3-D-5(ii). Integrate the park with the plaza by creating pedestrian friendly pass-through areas in place of the current fence.

MARINA PLAZA - Work with the private sector to establish a site for a new public pedestrian plaza at the north end of Old San Carlos to increase public activity to the marina and cruise ship docks, consistent with Community De- sign Policy 3-D-4(v). Investigate the feasibility of improving the existing pier within the town's right-of-way under the Skybridge for public docking, and incorporating the pier and parking area into the Marina Plaza concept. This will provide a second focus for a "walking path" around the core area and a close-by neighborhood common area for local residents; and will link the Times Square area to the water taxi system and dinghy dock. The town can assist in locating grant funding to develop this amenity.

CENTRAL GREEN - Promote the establishment of a third public pedestrian plaza to serve the south end of the is- land by implementing Community Design Policies 3-C-1 and 3-C-2 regarding the redevelopment of Villa Santini Plaza.

OBJECTIVE 10-D COMMUNITY RECREATION - Increase the already high level of access to recreation facilities, and maintain the required level of service for community parks.

POLICY 10-D-1 Negotiate with Lee County to determine an appropriate balance for operating Bay Oaks Recreation Center without excluding non- town residents, and establish an equitable system of user fees to help fund its operation and enhancements.

POLICY 10-D-2 Support the efforts of the "Build-a-Pool Committee" which has committed to the Town Council to be responsible for raising the funds for the ongoing operation and maintenance of the new public swimming pool. Sources of funds will include user fees, concessions, special events, business sponsorships, and community fund raisers.

POLICY 10-D-3 The town adopts the following level-of-service standard for community parks: for each 7,500 permanent residents, 1 centrally located recreation complex that includes 2 ballfields, 2 tennis courts, outdoor basket- balls courts, play equipment, an indoor gymnasium, and community meeting spaces. Programming shall address all age groups and encompass active recreation, physical improvement, and social, educational, and cultural activities. The town also will maintain a cultural and environmental learning center at the historic Mound House, and contingent on obtaining grant funding for property acquisition, will purchase the Newton estate to serve as an oasis park with interpretive and rest facilities for those traversing Lee County's "Great Calusa Blueway," Estero Boulevard, and the walking trail provided by the public beachfront.

POLICY 10-D-4 To identify important gaps in the recreation system, the town shall conduct a community-wide survey to evaluate the adequacy of facilities and programming and measure willingness to pay fees or raise taxes to provide additional services. These services may include the following items that have been suggested in previous community workshops:

- more emphasis on inter-generational programs
- in-line skating and skateboarding facilities
- dog walk areas
- little theater group
- shuffleboard courts
- more tennis courts

POLICY 10-D-5 If the survey indicates sufficient demand, the town should investigate acquiring the privately owned Bay Beach Tennis Club which may be replaced by future phases of development of Bay Beach. A tennis club could be the nucleus of a "satellite" recreation center at the south end of the Island.

OBJECTIVE 10-E NATURAL PRESERVES - Enhance public access to the town's nature preserve areas, while ensuring their ecological sustainability and providing for their long term maintenance.

POLICY 10-E-1 MATANZAS PASS PRESERVE - Prepare for the transition of the long-term maintenance responsibility of the Matanzas Pass Preserve from Lee County in accordance with Conservation Policy 6-B-3.

POLICY 10-E-2 LITTLE ESTERO ISLAND CRITICAL WILDLIFE AREA - Enhance the public enjoyment and protection of the area in accordance with Conservation Policy 6-B-2.

POLICY 10-E-3 OTHER NATURAL PRESERVES - Establish a citizen task force to evaluate opportunities to designate additional open spaces and natural preserves, and to identify potential funding sources including grants and a 3% utility tax.

OBJECTIVE 10-F CULTURAL FACILITIES AND PROGRAMS - Achieve a heightened appreciation of the town's recent and ancient history and cultural life.

POLICY 10-F-1 Manage the Cultural and Environmental Learning Center in the historic "Mound House" (formerly known as the Long Estate). Thoroughly analyze the archaeological remains on this site. Link this facility to other cultural and recreational points of interest by providing appropriate dockage to serve the Great Calusa Blueway paddling trail and water taxis as well as links to bike and pedestrian paths.

POLICY 10-F-2 Establish a task force on eco/heritage tour- ism to develop and implement the town's "eco/heritage" program. The task force would work closely with the Marine Resources Task Force to advise the town on appropriate components of the statewide plan of the Governor's Advisory Committee on Eco-Heritage Tourism when adopted.

POLICY 10-F-3 Acquire the beachfront estate of James and Eleanor Newton and operate it as a small community park with close links to the paddling trail in Matanzas Pass, the pedestrian and bicycle facilities on Estero Boulevard, and the adjoining public beach.

OBJECTIVE 10-G PUBLIC ACCESS - Increase the number and quality of public access points to the Gulf beaches and Estero Bay.

POLICY 10-G-1 Maintain or improve existing levels of beach and bay access pursuant to Coastal Manage- ment Policies 5-E-1, 5-E-2, and 5-E-3 which provide for the continued maintenance of existing beach access points, and evaluate the need for more parking.

POLICY 10-G-2 Support and participate in Lee County's "Great Calusa Blueway" paddling trail by making convenient links between the trail and the town's environmental, cultural, and historical points of interest.

POLICY 10-G-3 Acquire one or more beach access points at the southern end of the island in addition to acquiring the Newton estate (see Policy 10- F-3) for additional public access to the beach and as a mid-island interpretative facility and rest area for the "Great Calusa Blueway" and the natural walking trail that is provided by the continuous beachfront along Estero Island.

OBJECTIVE 10-H NEIGHBORHOOD PARKS - Within five years, begin providing small- scale parks to serve individual neighborhoods and pedestrians.

POLICY 10-H-1 Provide a mechanism for requesting neighborhoods to create and manage a small children's play area or "visiting" area, as a part of the "hidden paths" and/or "residential streets" programs described in the Community Design Policies 2-A-1 and 2-B-2. Develop a program of guidelines and technical assistance available to requesting neighbor- hoods. Evaluate the program within two years of initiation and, based on actual demand, and set standards if necessary to regulate the pace and equity of implementation.

POLICY 10-H-2 As provided for in Community Design Policy 2-A-1, facilitate the establishment of a local foundation or community land trust which among other responsibilities, would be re- sponsible for planning and acquiring vacant parcels or easements for the hidden path and "postage stamp" park concept.

POLICY 10-H-3 Provide occasional "oasis" areas (resting places for pedestrians and bicyclists) at selected trolley stops and other strategic locations along Estero Boulevard as a part of the Estero Boulevard Streetscape Plan described in Community Design Policy 1-A-3(iv). The first oasis area shall be the Newton estate at Strandview Avenue (see Policy 10-F-3) which shall be closely linked to the Great Calusa Blueway paddling trail, the public trolleys and sidewalks/bike paths along Estero Boulevard, and to the public beach- front.

~~**OBJECTIVE 10-I IMPLEMENTATION -** Provide a comprehensive and cost-effective recreational system that meets the future needs of Fort Myers Beach.~~

~~**POLICY 10-I-1** Demonstrate through the annual budget and five-year Capital Improvements Program that the park and recreation standards of this plan are being met.~~

~~**POLICY 10-I-2** The town shall work with the county, surrounding jurisdictions, state and federal agencies, non-profit organizations, national, state and local land trusts, private organizations and corporations, and other groups to identify funding sources and mechanisms and to structure partnerships to implement the policies of this Recreation Element.~~

~~**POLICY 10-I-3** Promote a cooperative effort among the town, Lee County, city of Sanibel, and other counties and regional agencies to develop cost-sharing mechanisms for improvements needed to improve the experience of visitors.~~

~~**POLICY 10-I-4** The town shall require through its development regulations that major redevelopment activities include adequate private recreational facilities for their residents.~~

GOAL CON-1 6: ~~To protect the natural resources in and around the town from further damage and improve their future health and sustainability through regulations, education, enforcement, timely management, public improvements, and cooperation with other entities with similar goals.~~ Maintain and improve the Town of Fort Myers Beach's coastal resources with ongoing commitment through regulations, education, land acquisition and preservation, evaluation, programs, and for cooperation with the federal and county governments and related agencies.

OBJECTIVE CON 1-6-A: ESTUARIES AND BAYS - Improve the condition and function of estuaries and bays surrounding Estero Island, including their components such as seagrass meadows, tidal flats, soft bottoms, oyster bars, tidal creeks, and open water. Improve the viability of existing native coastal and upland habitats and establish additional areas for nature preserve and conservation uses to expand habitat areas and improve the conditions of estuaries and bays surrounding Estero Island.

POLICY CON 1-6-A-1: PROTECTING MARINE HABITATS/RESOURCES - ~~Estuaries are the ecological transition between fresh and saltwater systems. They provide \extensive habitat for fish and WILDLIFE including the feeding, breeding, and nursery ground for most of the commercially important fish and shellfish and many species of local and migratory birds, while offering a broad array of recreational opportunities.~~ The Town of Fort Myers Beach will take all feasible steps to protect its marine and estuarine habitats and finfish/shellfish resources to ensure their long-term viability and productivity for scientific, commercial, sport, and recreational purposes. The town shall take a leadership role in enacting ordinances and facilitating resolution of jurisdictional problems.

The Town of Fort Myers Beach will take all feasible steps to protect its marine and estuarine habitats and finfish/shellfish resources to ensure their long-term viability with enacting ordinances and facilitating resolution will ensure cooperation with other governmental agencies. Actions include:

~~**POLICY 6-A-2:** The town will cooperate closely with other governmental agencies in formulating, monitoring, and enforcing regulations to protect the healthy functioning of the estuary, including but not limited to:~~

~~i. Marking existing channels crossing through seagrass beds to help boaters avoid damaging them (and their boats); ii.~~

i. ~~Establishing~~ Clarifying permitting criteria for activities within the Town's 1000-foot jurisdiction beyond Estero Island to protect seagrass beds, oyster bars, soft bottoms, and other benthic communities from damage from docks, boat ramps, navigation channels, etc. These criteria would be coordinated with other regulatory agencies to prevent damage and to ensure that every effort is made to protect marine habitats to locate these facilities away from valuable environmental resources. If permits are issued without concurrence from the town, the town may choose to withhold local building permits if a better location or technique could avoid damage to seagrass beds, oyster bars, or other sensitive benthic communities.

ii. Controlling point and non-point sources of pollution including drainage, sewage pollution, and stormwater runoff.

iii. Providing hardened shoreline stabilization such as seawalls; iii. maintaining proper quality and timing of freshwater inputs.

iv. Protecting habitats from dredge-and-fill activities.

v. protecting sea grasses from "prop scarring" and excessive shading from docks; and protecting important uplands adjacent to wetlands.

vi. Where appropriate, establishing guidelines that allow for implementation of living shorelines.

~~**POLICY 6-A-3:** In cooperation with other jurisdictions, evaluate the effectiveness of existing regulations and enforcement techniques in preserving the bay and estuary system. Recommend and support such additional measures as necessary to ensure their sustainability, such:~~

~~i. Marking existing channels crossing through seagrass beds to help boaters avoid damaging them (and their boats);~~

~~ii. Establishing permitting criteria for activities within the town's 1000-foot jurisdiction beyond Estero Island to protect seagrass beds, oyster bars, soft bottoms, and other benthic communities from damage from docks, boat ramps, navigation channels, etc. These criteria would be coordinated with other regulatory agencies to ensure that every effort is made to locate these facilities away from valuable environmental resources. If permits are issued without concurrence from the town, the town may choose to withhold local building permits if a better location or technique could avoid damage to seagrass beds, oyster bars, or other sensitive benthic communities.~~

~~**POLICY 6-A-4:** Encourage the organization of a local task force to coordinate and reconcile efforts of various organizations, governments, and businesses to promote long-term sustainability of the estuary. Potential perspectives include eco-tourism, water quality, habitat protection, commercial and recreational uses, and economic development. The task force would promote cooperative activities, assess needs, and recommend methods of coordinating reporting and enforcement of violations. The task force would make recommendations to the town regarding issues such as:~~

~~i. Establishing restricted areas and other methods of controlling boat traffic in Estero Bay, particularly around rookery islands and seagrass beds.~~

~~ii. Locating a suitable launching point on the Gulf for use by personal watercraft to reduce traffic on the bay side.~~

~~iii. Adopting a ban on the commercial collection of live shells.~~

~~iv. Recommending capital projects to improve water quality.~~

~~v. Recommending regulations to protect local waters.~~

POLICY CON 1-6-A-5: IMPROVE WATER QUALITY: Maintain or improve estuarine water quality ~~in accordance with policy sunder Objective 8 below.~~ and economic value of the water bodies surrounding the Town of Fort Myers Beach.

~~**POLICY 6-A-6:** Regularly examine activities that may be within the town's jurisdiction to determine whether more stringent regulations or other actions are needed to ensure the functioning and long-term viability of natural systems.~~

OBJECTIVE CON 1-6-B: COASTAL LANDS - Develop policies to improve and protect coastal lands.

POLICY 6-A-7 CON 1-B-1: PARTICIPATION IN EFFORT TO IMPROVE ESTERO BAY - Participate actively in the Agency on Bay Management, the Charlotte Harbor National Estuary Program, The Estero Bay Management Plan and other entities attempting to improve the environmental health of Estero Bay.

~~**POLICY 6-A-8 CON 1-B-2: PURCHASE 16,000 ACRES FOR ESTERO BAY PRESERVE -** Actively encourage the purchase of the full 16,000 mainland acres adjoining Estero Bay to become an expanded Estero Bay State Buffer Preserve.~~

~~**OBJECTIVE 6-B: WILDLIFE AND NATIVE HABITATS -** Improve the viability of existing native coastal and upland habitats and establish additional areas for nature preserve and conservation uses.~~

~~**POLICY 6-B-1: CONSERVATION PROGRAMS GENERALLY -** The town will cooperate with local, state, and federal regulatory agencies in establishing and managing natural reserves, preserves, and critical wildlife areas. This cooperation will include increasing public awareness, allowing appropriate access, properly protecting natural resources, and documenting and reporting violations of laws and regulations.~~

~~**POLICY 6-B-2: LITTLE ESTERO ISLAND CRITICAL WILDLIFE AREA -** In cooperation with state agencies, the town will aid in the stewardship of the Little Estero Island Critical Wildlife Area through activities such as:~~

~~i. Prohibit commercial activities within the defined boundaries of Little Estero Island.~~

~~ii. Support legislative measures as necessary to protect the long-term future of the preserve.~~

~~iii. Inform residents and visitors of the uniqueness and fragility of the island's habitats and identify funding for measures such as designating pedestrian trails and dune walkovers, adding information and interpretive signs, producing educational brochures, and conducting seminars to encourage proper use.~~

~~iv. Sponsor a volunteer task force to work with the Florida Game and Fish Water Fish Commission to oversee the daily stewardship of Little Estero Island through activities such as:~~

- ~~Identify potentially destructive practices (such as mowing or raking on the shoreline, litter, boat traffic, low flying airplanes, disturbances from vehicles and dogs, etc.) and determine appropriate methods to address them.~~
- ~~Inform residents and visitors of the uniqueness and fragility of the island's habitats; plant shoreline vegetation to replace vegetation damaged by visitors or other unnatural causes; place and maintain interpretive signs; produce educational brochures; and conduct seminars to encourage proper use.~~
- ~~Promote voluntary enforcement and possible citizen "volunteer patrols" to educate residents and visitors of the rules of the island and why they are needed.~~
- ~~Develop guidelines to protect the fragile environment of the preserve and, where appropriate, urge their adoption as land development regulations or part of the town's code of ordinances.~~

POLICY ~~6-B-9~~ CON 1-B-3: ACQUISITION OF ADDITIONAL SITES - The town will strive to expand the opportunities for conservation and public appreciation of natural resources through acquisition of additional areas with rare or unique ecological or botanical features, or which provide access to such areas, through activities such as the following:

i. Identify specific sites that would be desirable for public acquisition.

ii. Support the efforts of other entities acquiring land that will contribute to the conservation effort (for example, aquatic preserve buffer areas, Bunche Beach, etc.)

iii. Consider alternative means of land acquisition, such as supporting the efforts of nonprofit conservation land trust or acquiring development rights in lieu of full acquisition.

iv. Accept donations of land for nature preserves or other resource conservation areas with the following general conditions: if such lands contain ecologically valuable habitat and/or if public ownership of such lands would expand existing or provide increased preservation or resource conservation areas.

v. When acquiring property, determine the best entity to be responsible to implement a long-range management plan.

POLICY CON 1-6-B-4: MATANZAS PASS PRESERVE - Prepare for the transition of the long-term maintenance responsibility of the Matanzas Pass Preserve from Lee County to a partnership among the county, the town, and a local non-profit organization such as the Friends of the Matanzas Pass Preserve.

~~i. Reinforce and support the efforts of the non-profit organization to expand the voluntary community-based portion of the operation and maintenance of the preserve. Assist their efforts to implement the restoration plan (which includes site preparation, revegetation, and long-term management) and future improvements including new foot trails, repairing and extending boardwalks, providing a canoe/kayak access point, and adding a fishing pier/observation deck. This assistance may take the form of seeking grant funds, lending technical assistance, providing equipment (either directly or through leases with the county), or partial funding.~~

~~ii. Negotiate an agreement with the county that assigns responsibilities for the long term~~

~~maintenance, restoration, and improvement of the preserve, that reflects its status as both a county-wide and local amenity and its importance as natural habitat.~~

POLICY CON 1-6-B-5: UPLAND HABITAT - Preserve all remaining coastal strand and hammocks and improve the existing habitat through removal infestations of exotic plants and replanting with native species. ~~When these habitats are in private ownership.~~

~~i. Land uses must not result in the degradation of the values and functions of adjoining and nearby wetlands.~~

~~ii. Beaches seaward of the 1978 Coastal Construction Control Line are designated~~

~~on the Future Land Use Map as "Recreation" to preclude their use for further urban development.~~

~~iii. Known remaining coastal hammocks are designated on the Future Land Use Map as~~

~~"Recreation" to preclude their use for further urban development.~~

OBJECTIVE CON 1-C: PROTECTING RESOURCES FROM NON-DEVELOPMENT ACTIVITIES - Develop policies to protect natural resources from non-development activities.

POLICY CON 1-C-1: WETLANDS IMPROVEMENTS - Structures or facilities that will improve the functional value of wetlands or provide "no-impact" use for observation, education, research, or passage shall include such structures as public boardwalks, observation decks, or launching areas for non-motorized watercraft shall be conditionally permitted, as appropriate, in the land development regulations.

In accordance with Florida Statutes, the Town will not undertake an independent review of the impacts to wetlands resulting from development in wetlands that is specifically authorized by a state Environmental Resource Permit or exemption. However, no development approval shall be issued by the Town for any project which impacts wetland resources until all requisite permits from other agencies have been obtained and provided to the Town. All conditions placed on such permits shall be incorporated into the final development approval issues by the Town. Violations of such conditions shall be prosecuted through the Town's code enforcement procedures.

POLICY CON 1-C-2: PROHIBITIONS ON EXCAVATION AND MINING - Commercial excavation and mining activities are prohibited in the Town of Fort Myers Beach due to potentially detrimental effects to groundwater, surface water, wildlife habitats, and surrounding land uses and values.

POLICY CON 1-C-3: OFFSHORE GAS AND OIL EXPLORATION - The Town of Fort Myers Beach opposes offshore gas and oil exploration and excavation activities which may be reasonably expected to threaten the quality of coastal beaches and estuarine ecosystems; or would place oil- or gas-related facilities on coastal beaches, islands, or wetlands; or would require the placement of oil or gas storage facilities on the island.

POLICY CON 1-C-4: DREDGING TIDAL CANALS - The dredging of additional tidal canals is prohibited.

POLICY CON 1-C-5: WATER AND SEWER CONNECTIONS AND SEPTIC TANKS - The Town shall require connection to central water and sewer systems. No permits shall be issued for new septic tanks within the Town of Fort Myers Beach.

GOAL CON 2: HEALTHY WILDLIFE HABITAT:

OBJECTIVE CON 2-A: PROTECTED SPECIES - The Town of Fort Myers Beach will protect and ensure the management of designated protected species in cooperation with local, state, and federal agencies.

POLICY CON 2-A-1: ADDITIONAL PROTECTIONS - The Town shall assist in the application of state and federal regulations regarding listed species through activities such as:

i. Prohibit unmitigated development in and around areas designated as habitats, nesting areas, or feeding sites for wildlife listed as endangered or threatened.

ii. Provide information regarding listed species on properties undergoing development review.

iii. Withhold development approval until such time as all applicable state and federal permits pertaining to such species have been obtained and copies provided to the town.

]v. Cooperate with Lee County and other agencies in the establishment of mitigation parks and banks to allow this form of mitigation for local impacts to listed wildlife species and native communities.

vi. Support public education on the value of wildlife, native communities, and other natural resources through such means as brochures, newspaper articles, public presentations and workshops, and the placement of interpretive displays and development of observation trails at appropriate park sites.

vii. Encourage and provide technical assistance to volunteer and non-profit organizations such as Turtle Time, Estero Bay Foundation, Estero Bay Buddies, and the Friends of the Matanzas Pass Preserve in their conservation efforts.

POLICY CON 2-A-2: BALD EAGLES - Maintain Lee County's ordinance protecting bald eagle nesting habitat in case bald eagles begin nesting on Estero Island, and urge adherence during development activities to "Habitat Management Guidelines for the Bald Eagle in the Southern Region" prepared by the U.S. Fish and Wildlife Service which recommends a primary protection zone with a radius of 750 to 1500 feet around active nests in which no development should occur, and a secondary zone an additional 750 feet to a mile from the outer edge of the primary zone to remain undisturbed during the nesting seasons.

POLICY CON 2-A-3: MANATEES - Recognizing that the waters of the Town provide important habitat for the endangered West Indian manatee, the Town will cooperate with local, state, and federal agencies in the establishment of manatee protection programs, including designation, marking, enforcement of slow-speed manatee protection areas and restriction of activities known to adversely affect manatees. The Town waters or portions of Town waters, as properly marked and permitted through the Florida Fish and Wildlife Conservation Commission, are hereby established as all-year slow-speed manatee protection zones:

i. All waters of Matanzas Pass and Estero Bay east of a line that bears 360° from the northernmost tip (approximate latitude 26°27'56" North, approximate longitude 81°58'04"West) of Estero Island, and west and southwest of a line 1,000 feet east and northeast of and parallel to the general contour of the east and northeastern shorelines of Estero Island, and west of a line beginning at a point (approximate latitude 26°24'34" North, approximate longitude 81°53'03" West) on the eastern shoreline of Estero Island and bearing 36° to a point (approximate latitude 26°24'40" North, approximate longitude 81°53'00" West) on the southern shoreline of Coon Key, but excluding the portions of the marked North-South channel in northern Estero Bay from Green Channel Marker "37" (approximate latitude 26°26'02" North, approximate longitude 81°54'29" West) to Green Channel Marker "57" (approximate latitude 26°25'08" North, approximate longitude 81°53'29" West).

ii. All waters of Buccaneer Lagoon at the southern end of Estero Island.

POLICY CON 2-A-4: GOPHER TORTOISES - The town's policy is to protect gopher tortoise burrows wherever they are found. If unavoidable conflicts make on-site protection infeasible, then off-site mitigation may be provided in accordance with Florida Fish and Wildlife Commission (FWC) ~~FGFWFC~~ requirements.

POLICY CON 2-A-5: SEA TURTLES - ~~To p~~Protect nesting and hatchling sea turtle on the beaches in the Town of Fort Myers Beach ("Town") by ensuring that their nesting habitat is not degraded by artificial light. ~~The objective is to ensure artificial light does not interfere with sea turtle nesting and hatching events~~ through the appropriate design and implementation of coastal lighting systems, public education, code enforcement, and land development regulations. ~~In order to further the objective of full implementation, this article also includes provisions designed to educate residents and beach users in the town on the benefits of appropriate coastal lighting and provides for weekly inspections to ensure compliance with the acceptable lighting standards.~~

GOAL CON 3: GUIDELINES FOR NEW DEVELOPMENT - Development adjacent to aquatic and other nature preserves, wildlife refuges, and recreation areas shall protect the natural character and public benefit of these areas including, but not limited to, scenic values for the benefit of future generations.

OBJECTIVE CON 3-A: WETLANDS PROTECTION - Protect wetlands from development activities.

POLICY CON 3-A-1: WETLANDS DEFINITION - Wetlands include tidal marshes, salt flats, and mangrove swamps that provide valuable habitat, buffering from storms, shoreline stabilization, and production of food for estuarine and coastal waters. The town will cooperate with state and agencies in the formulation, monitoring, and enforcement of regulations restricting activities that contribute to the destruction of wetlands and/or of the adjacent upland communities that cleanse stormwater inflows. Such potentially destructive activities include construction fill that encroaches on edges of canals and bay waters, dredging of boat basins and channels, use of seawalls, rip rap, and other similar forms of shoreline stabilization, ditching for mosquito control, and any filling or removal of mangrove systems.

POLICY CON 3-A-2: WETLAND BOUNDARIES - The Future Land Use Map provides a close approximation of wetland boundaries. Wetland regulations in this plan and in the land development regulations include all wetlands, even in not specifically shown on the Future Land Use Map, that are identified as wetlands in accordance per Florida Statute "Through the use of the unified state delineation methodology described, as ratified and amended by Florida Statue. If the Future Land Use Map is incorrect due to a clear factual error, an administrative process is contained to establish the precise boundary of any wetland.

OBJECTIVE CON 3-B: PROTECTING DUNES - Protect, maintain and improve dunes and beaches as recreation areas, valuable habitat, protection from storms, and areas of high scenic and aesthetic value. ~~The effect of the town's efforts may be a noticeable transition from today's manicured and compacted beach towards a naturally appearing and functioning beach. This transition will be accomplished through education, regulation, and assistance in physical restoration activities.~~

POLICY CON 3-B-1: DUNE WALKOVER STRUCTURES - For any beachfront development approved after the adoption of this plan and for all public beach areas within the town, state-approved dune walk-over structures shall be required at appropriate crossing points. These same structures are also encouraged wherever pedestrians will be crossing dune areas. Minor structures includes, but is not limited to, pile-supported elevated dune and beach walkover structures; beach access ramps and walkways; stairways; pile-supported elevated viewing platforms.

POLICY CON 3-B-2: ADDITIONAL PROTECTIONS FOR DUNES AND BEACHES -

a. The following activities are prohibited to protect dunes and beaches:

i. Removal of dune vegetation and stabilization of submerged and exposed beach by artificial means other than replenishment with compatible sand.

ii. Excavation or destructive alteration of beach and dune systems. (Minimal disturbance necessary to accomplish approved beach restoration or renourishment activities or construct dune crossovers is allowable).

b. The Town will encourage the protection and restoration of dunes where appropriate through the following activities:

i. Plant appropriate vegetation such as sea oats wherever sand dunes have been destroyed.

ii. Undertake a management and maintenance program to control invasive exotic vegetation.

ii. Where appropriate, study and implement dune restoration to provide natural barriers for storm surge, waves, and flooding.

POLICY CON 3-B-3: SEA TURTLE NESTS - All coastal construction projects, including beach restoration and renourishment, shall protect sea turtle nesting areas by limiting construction in dune and beach areas to non-nesting periods (except under emergency conditions). In historic shorebird nesting areas, construction must be completed prior to shorebird nesting. Protection zones shall be marked around sea turtle nests and shorebird nesting areas to ensure that construction activities landward of the dune and beach system are limited to the actual construction site.

POLICY CON 3-B-4: 50FT BUFFER BETWEEN STRUCTURES - The town will promote the restoration of beach and dune systems to require that lots and parcels created after the adoption of this plan shall be of sufficient size and dimension to ensure a 50-foot buffer between any structures (except dune cross- overs) and the landward edge of the primary dune. This buffer shall remain in its natural state except for the minimum disturbance necessary to accommodate dune crossovers.

POLICY CON 3-B-5: COASTAL CONSTRUCTION LINE - Any construction activity seaward of the Coastal Construction Control Line not specifically approved by the DEP. Construction of artificial shoreline hardening structures is prohibited except for the emergency use of such structures constructed in compliance with the Florida Statutes.

GOAL CON 4: MONITORING AND EDUCATION - Wetlands and the surrounding natural habitats will be protected, conserved, and monitored.

OBJECTIVE CON 4-A: MONITORING NATURAL RESOURCES - Develop policies to monitor Fort Myers Beach's natural resources.

POLICY CON 4-A-1: EVALUATING EXISTING REGULATIONS AND ENFORCEMENT - In cooperation with other jurisdictions, evaluate the effectiveness of existing regulations and enforcement techniques in preserving the bay and estuary system.

POLICY CON 4-A-2: MONITOR WATER QUALITY - In cooperation with Lee County and other agencies, encourage continued water quality monitoring and identify sources of non-point water pollution, especially those found to be occurring from within the town. Develop a program to reduce or eliminate those pollution sources that may include education, regulation, and incentives, and follow-up enforcement.

POLICY CON 4-A-3: SURFACE WATER CONTAMINATION - The Town shall comply with the requirements of the National Pollutant Discharge Elimination System by prohibiting the discharge of runoff, wastewater, or other potential sources of contamination into surface waters, which results in the degradation of the quality of the receiving water body below the applicable standards.

POLICY CON 4-A-4: SOIL EROSION - Conserve and protect soils to reduce water and air pollution from wind and water erosion.

POLICY: CON 4-A-5: MONITORING NATIVE SOIL AND PREVENT EROSION - The Town shall implement the following measures to ensure conservation of native soils and prevention of erosion and its polluting impacts:

i. To reduce airborne pollutants and protect tidal waters from dust caused by wind erosion, adopt requirements for protecting cleared land during construction.

ii. Land clearing prior to issuance of a building permit or development order.

iii. An erosion control plan shall be submitted and approved by the town prior to the issuance of a development order. Such plan shall reference the property's topography, vegetation, and hydrology and utilize the best management practices such as the use of staked hay bales or filter cloth between the development site and adjacent swales, surface waters, or wetlands; sodding, seeding, or mulching immediately after final grading; and maintenance of vegetation following development activities in order to reduce the erosion by wind or water.

POLICY CON 4-A-6: NATIVE SOILS - The town shall implement the following measures to ensure conservation of native soils and prevention of erosion and its polluting impacts:

i. To reduce airborne pollutants and protect tidal waters and adhere to the requirements for protecting cleared land during construction.

ii. An erosion control plan shall be submitted and approved by the town prior to the issuance of a development order and be in compliance with Fort Myers Beach code of ordinances and compliance with NPDES erosion control standards

POLICY CON 4-A-7: AIR QUALITY - Continue to meet or exceed federal air quality standards based on monitoring results from state agencies.

POLICY CON 4-A-8: INFORMATION SHARING - Share information, data, and maps with other entities involved with conservation land acquisition and management through measures such as:

i. Cooperating with Lee County in the following activities:

- Maintaining a central clearinghouse for environmental studies and recommendations from public and private information sources. Compiling, maintaining, and regularly updating vegetation mapping, listed species, data regarding their habitat, and water resources data.
- Updating the Lee County Habitat Inventory Map using the county's Geographic Information System.

ii. Cooperate with Lee County and Florida Fish and Wuildlife Commission (FWC)~~FGFWFC~~ in maintaining an inventory of all native communities and natural habitats to aid in land-use decision-making, development approvals, and ranking of potential acquisitions.

iii. Recommend and evaluate such additional measures as necessary to ensure their enforcement techniques in preserving the bay and estuary systems as described per Florida Statute: Florida Legislature has declared as "aquatic preserves" certain submerged lands and associated waters that are of "exceptional biological, aesthetic, and scientific value." These preserves are "set aside forever... for the benefit of future generations". Develop a clear approach for evaluating existing regulations and its ongoing enforcement for preserving the bay and estuary system.

OBJECTIVE CON 4-B-: EDUCATION:

POLICY CON 4-B-1: CONSERVATION PROGRAMS GENERALLY - Increase education access and protection. The town will develop educational programming for allowing appropriate access, protecting natural resources, and documenting and reporting violations of laws and regulations.

POLICY CON 4-B-2: LITTLE ESTERO ISLAND CRITICAL WILDLIFE AREA - In cooperation with state agencies, the town will aid in the stewardship of the Little Estero Island Critical Wildlife Area through the following activities ~~such as~~:

i. Prohibit commercial activities within the defined boundaries of Little Estero Island.

ii. Support legislative measures as necessary to protect the long-term future of the preserve.

iii. Inform residents and visitors of the uniqueness and fragility of the island's habitats and identify funding for measures such as designating pedestrian trails and dune walkovers, adding information and interpretive signs, producing educational brochures, and conducting seminars to encourage proper use.

iv. Sponsor a volunteer task force to work with the Florida Fish and Wildlife ~~Game and Fish Water Fish~~ Commission (FWC) to oversee the daily stewardship of Little Estero Island through the following activities ~~such as~~:

- Identify potentially destructive practices (such as mowing or raking on the shoreline, litter, boat traffic, low flying airplanes, disturbances from vehicles and dogs, etc.) and determine appropriate methods to address them.
- Inform residents and visitors of the uniqueness and fragility of the island's habitats; plant shoreline vegetation to replace vegetation damaged by visitors or other unnatural causes; place and maintain interpretive signs; produce educational brochures; and conduct seminars to encourage proper use.
- Develop guidelines to protect the fragile environment of the preserve and, where appropriate, urge their adoption as land development regulations or part of the town's code of ordinances.

POLICY CON 4-B-3: TASK FORCE ELEMENT - Create a local task force to coordinate and reconcile efforts of various organizations, governments, and businesses to promote long-term sustainability of the estuary. The task force would make recommendations to the town regarding issues such as:

i. Establishing restricted areas and other methods of controlling boat traffic in Estero Bay, particularly around rookery islands and seagrass beds.

ii. Locating a suitable launching point on the Gulf for use by personal watercraft to reduce traffic on the bay side.

iii. Adopting a ban on the commercial collection of live shells.

iv. Recommending capital projects to improve water quality.

v. Recommending regulations to protect local water

GOAL CON-5: WATER SUPPLY - Protect the water supply.

OBJECTIVE CON-5-A: WATER SUPPLY - The City shall protect, monitor, and address issues to ensure quality and quantity of water supply and ensure continued supplies of drinking water of sufficient quantity and quality to meet the projected demands of all consumers and the environment.

POLICY CON-5-A-1: WATER CONSERVATION - The town will cooperate with emergency water conservation measures of the South Florida Water Management District.

POLICY CON-5-A-2: PURCHASING BULK WATER - The town will continue to purchase bulk water from Lee County Utilities in lieu of providing an independent supply of potable water. Lee County Utilities considers the Town of Fort Myers Beach to be part of its potable water service area and has demonstrated its ability to expand raw water supply and treatment facilities to meet anticipated growth consistent with the 2022 Lower West Coast Water Supply Plan Update prepared by the South Florida Water Management District.

POLICY CON-5-A-3: WATER QUALITY NEW DEVELOPMENT - Maintain or improve estuarine water quality by requiring new development or redevelopment to meet the following standards:

i. Development shall not degrade the estuarine quality of Estero Bay below those standards established by the state for Class II Outstanding Florida Waters.

ii. Development shall not degrade surface or ground water quality below state standards established in Chapter 62-302 FAC for surface water; Chapter 52-520, for ground water; and Chapter 10D-6 for bathing places.

POLICY CON-5-A-4: WATER AND WASTEWATER MANAGEMENT - Incorporate into the land development code measures applicable to new development and redevelopment to encourages year-round landscape irrigation conservation measures, and water and wastewater management such as low-volume irrigation systems, xeriscape landscaping techniques, potential hook-ups to re-use water systems, and use of other conservation and recycling techniques demands on groundwater. The Town shall regularly review and adopt any local guidelines established by the South Florida Water Management District or Lee County, which will aid the Town's efforts to conserve water.

Goal CON-6: SOLID WASTE - The Town will support solid waste management and disaster planning which protects the environment and promotes public health. The Town aspires to support conservation and local sustainability and resiliency efforts by ensuring that solid waste collection needs of the Town are reduced over time through actions that reduce the solid waste generation rate through recycling, yard waste reuse, and education.

OBJECTIVE CON-6-A: WASTE MANAGEMENT TO SUPPORT SUSTAINABILITY AND CONSERVATION - The Town shall ensure the regular collection, management, and maintenance of solid waste to protect the environment and public health.

POLICY CON-6-A-1: The Town shall ensure the collection and management of residential, multifamily and commercial solid waste through municipal, contracted or Town-licensed haulers, and ensure the adequate management of waste streams.

POLICY CON-6-A-2: The Town will provide receptacles and solid waste collection services, including recycling, on Town properties and in public places as appropriate.

POLICY CON-6-A-3: The Town shall incorporate recycling programs with the goal of achieving 75% recycling of all waste in municipal buildings and offices by 2030.

POLICY CON-6-A-4: The Town shall promote, endorse, and implement education and outreach programs on waste conservation, management, and diversion, including, as applicable, the promotion of recycling, beneficial reuse of yard waste, reuse and diversions.

POLICY CON-6-A-5: The Town shall conduct regular maintenance and code enforcement to mitigate and abate solid waste impacts from disasters, including, but not limited to regular tree canopy trimming and storm preparation of public property.

POLICY CON-6-A-6: The City will incorporate debris removal and management as a component of standard operating procedures for pre-disaster planning and post-disaster recovery efforts.

OBJECTIVE CON-6-B: WASTE REDUCTION - The Town shall promote waste reduction to support a sustainable community.

POLICY CON-6-B-1: ELIMINATING PLASTICS AND POLYSTYRENE - The Town shall consider the elimination of use of single use plastics and polystyrene by the Town, licensees operating on Town property, and users of Town facilities and at permitted events on Town property.

POLICY CON-6-B-2: CONSTRUCTION WASTE - The Town shall strive to divert municipal construction and demolition waste as feasible.

POLICY CON-6-B-3: RESIDENTIAL COMPOSTING - The Town shall assess the feasibility of implementing a residential composting program.

POLICY CON-6-B-4: COMMERCIAL WASTE - The Town shall encourage commercial waste reduction through policies or incentives, including Zero Waste programs.

OBJECTIVE CON-6-C: HAZARDOUS WASTE - The Town shall coordinate with the appropriate entities to ensure hazardous wastes are handled, collected, transported, stored, disposed of, and recycled in a manner that protects human health, safety, and the environment.

POLICY CON-6-C-1: The Town shall support programs which aims to regulate small generators of hazardous wastes and reduce the volume produced in the Town.

POLICY CON-6-C-2: The Town, in conjunction with Lee County and neighboring local governments, shall perform public outreach to inform residents of effective methods to minimize the use of, safely store, dispose of, and recycle hazardous waste products such as oils, solvents, and paints.

POLICY CON-6-C-3: The Town shall encourage residents to deposit household hazardous waste at the appropriate collection centers.

~~**POLICY 6-B-5 ADJACENT DEVELOPMENT -** Development adjacent to aquatic and other nature preserves, wildlife refuges, and recreation areas shall protect the natural character and public benefit of these areas including, but not limited to, scenic values for the benefit of future generations.~~

~~**POLICY 6-B-6 RESOURCE MANAGEMENT PLANS -** The town will participate with other agencies in preparing and implementing water management plans such as the Charlotte Harbor Management Plan, Surface Water Improvement and Management (SWIM) plans, Estero Bay Aquatic Preserve Management Plans, and similar efforts. The town will reevaluate its policies for protecting and enhancing natural resources upon a review of newly adopted or revised plan by other agencies.~~

~~**POLICY 6-B-7 INVASIVE EXOTIC PLANTS -** Invasive exotic plants may not be used to meet landscaping requirements for new development. Prohibited species shall be identified in the land development regulations.~~

~~**POLICY 6-B-8 SEAWALLS -** The town shall encourage planting of mangroves or placement of rip-rap in artificial and natural canal systems to replace existing seawalls in need of repair. Build back of vertical seawalls will not be permitted along natural waterbodies if one or more of the following conditions exist:~~

~~i. Build back would cause excessive shoreline erosion or endanger shorelines of surrounding properties.~~

~~ii. Build back would threaten wetlands.~~

~~iii. Build back would be a threat to public safety or block access to state-owned land or beaches.~~

~~iv. Build back would be waterward of the existing seawall alignment on adjacent shorelines.~~

POLICY 6-B-9 ACQUISITION OF ADDITIONAL SITES - The town will strive to expand the opportunities for conservation and public appreciation of natural resources through acquisition of additional areas with rare or unique ecological or botanical features, or which provide access to such areas, through activities such as the following:

i. Identify specific sites that would be desirable for public acquisition.

ii. Support the efforts of other entities acquiring land that will contribute to the conservation effort (for example, aquatic preserve buffer areas, Bunche Beach, etc.)

iii. Consider alternative means of land acquisition, such as supporting the efforts of non-profit conservation land trust or acquiring development rights in lieu of full acquisition.

iv. Accept donations of land for nature preserves or other resource conservation areas with the following general conditions: if such lands contain ecologically valuable habitat and/or if public ownership of such lands would expand existing or provide increased preservation or resource conservation areas.

v. When acquiring property, determine the best entity to be responsible to implement a long-range management plan.

POLICY 6-B-10 INFORMATION SHARING - Share information, data, and maps with other entities involved with conservation land acquisition and management through measures such as:

i. Cooperating with Lee County in the following activities:

- Maintaining a central clearinghouse for environmental studies and recommendations from public and private information sources.
- Compiling, maintaining, and regularly updating vegetation mapping, listed species, data regarding their habitat, and water resources data.
- Updating the Lee County Habitat Inventory Map using the county's Geographic Information System.

ii. Cooperate with Lee County and FGFWFC in maintaining an inventory of all native communities and natural habitats to aid in land-use decision-making, development approvals, and ranking of potential acquisitions.

OBJECTIVE 6-C PROTECTED SPECIES - Increase cooperation with local, state, and federal agencies in protecting wildlife species listed as endangered, threatened, or of special concern, and conserve the habitats upon which they depend in order to maintain balanced, biologically productive ecosystems.

POLICY 6-C-1 PROTECTIVE MEASURES GENERALLY - The town shall assist in the application of state and federal regulations regarding listed species through activities such as:

i. Provide information regarding listed species on properties undergoing

development review.

ii. Withhold development approval until such time as all applicable state and federal permits pertaining to such species have been obtained and copies provided to the town.

iii. Cooperate with local, state, and federal agencies in developing species-specific Habitat Conservation Plans as authorize by the Endangered Species Act. Until such plans are developed, the town's criteria for approval of development proposals shall be consistent with the provisions of the listed species guidelines promulgated by the FGFWFC.

iv. Cooperate with Lee County and other agencies in the establishment of mitigation parks and banks to allow this form of mitigation for local impacts to listed wildlife species and native communities.

v. Support public education on the value of wildlife, native communities, and other natural resources through such means as brochures, newspaper articles, public presentations and workshops, and the placement of interpretive displays and development of observation trails at appropriate park sites.

vi. Encourage and provide technical assistance to volunteer and non-profit organizations such as Turtle Time, Estero Bay Foundation, Estero Bay Buddies, and the Friends of the Matanzas Pass Preserve in their conservation efforts.

POLICY 6-C-2 BALD EAGLES - Maintain Lee County's ordinance protecting bald eagle nesting habitat in case bald eagles begin nesting on Estero Island, and urge adherence during development activities to "Habitat Management Guidelines for the Bald Eagle in the Southern Region" prepared by the U.S. Fish and Wildlife Service which recommends a primary protection zone with a radius of 750 to 1500 feet around active nests in which no development should occur, and a secondary zone an additional 750 feet to a mile from the outer edge of the primary zone to remain undisturbed during the nesting seasons. Nest trees should not be touched in any way by development activities unless the nest site has been de-classified by the FGFWFC.

POLICY 6-C-3 MANATEES - Recognizing that the waters of the town provide important habitat for the endangered West Indian manatee, the town will cooperate with local, state, and federal agencies in the establishment of manatee protection programs, including restriction of activities known to adversely affect manatees. The town shall cooperate in the designation, marking, and enforcement of slow-speed manatee protection areas. The town shall cooperate with Lee County in preparing and implementing a manatee protection plan, particularly in providing educational materials and programs to inform the town's boating population of the presence of manatees and of how to avoid destruction of manatee habitat and avoid manatee/boat collisions. The town supports the incorporation of the SWFRPC's 1995 marina siting study into Lee County's Manatee Protection Plan.

POLICY 6-C-4 GOPHER TORTOISES - The town's policy is to protect gopher tortoise burrows wherever they are found. If unavoidable conflicts make on-site protection infeasible, then off-site mitigation may be provided in accordance with FGFWFC requirements.

POLICY 6-C-5 SEA TURTLES - The town shall prepare and adopt a new sea turtle ordinance by the end of 1998 to supersede Lee County's existing Sea Turtle Protection Ordinance. The new ordinance shall provide standards for coastal uses and development and shall prohibit, during sea turtle nesting season, any point source of light or any reflective surface of a light fixture being visible from the beach; also, areas seaward of a frontal dune must not be directly, indirectly, or cumulatively illuminated. Other beach activities to be regulated include:

i. Beach raking, scraping, and other activities that unnecessarily compact the sand and/or damage dunes or prevent the re-creation of dunes;

ii. Unauthorized vehicular traffic on the beach;

iii. Storage of beach furniture, cabanas, jet skis, sailboats, and other equipment on the beach that may interfere with sea turtle nesting;

iv. Drainage of swimming pools, parking lots, and building roofs into point discharges directly onto the beach.

OBJECTIVE 6-D WETLANDS - Preserve all remaining wetlands; protect them from further degradation; and improve their condition and natural functions.

POLICY 6-D-1 Wetlands include tidal marshes, salt flats, and mangrove swamps that provide

valuable habitat, buffering from storms, shoreline stabilization, and production of food for estuarine and coastal waters. The town will cooperate with state and federal agencies in the formulation, monitoring, and enforcement of regulations restricting activities that contribute to the destruction of wetlands and/or of the adjacent upland communities that cleanse stormwater inflows. Such potentially destructive activities include construction fill that encroaches on edges of canals and bay waters, dredging of boat basins and channels, use of seawalls, rip rap, and other similar forms of shoreline stabilization, ditching for mosquito control, and any filling or removal of mangrove systems.

POLICY 6-D-2 The Future Land Use Map provides a close approximation of wetland boundaries. Wetland regulations in this plan and in the land development regulations include all wetlands, even in not specifically shown on the Future Land Use Map, that are identified as wetlands in accordance with F.S. 373.019 (17) through the use of the unified state delineation methodology described in FAC Chapter 62-340, as ratified and amended by F.S. 373 4211. If the Future Land Use Map is incorrect due to a clear factual error, an administrative process is contained in Chapter 15 to establish the precise boundary of any wetland.

POLICY 6-D-3 In accordance with F.S. 163.3184(6)(c), the town will not undertake an independent review of the impacts to wetlands resulting from development in wetlands that is specifically authorized by a state Environmental Resource Permit or exemption. However, no development approval shall be issued by the town for any project which impacts wetland resources until all requisite permits from other agencies have been obtained and provided to the town. All conditions placed on such permits shall be incorporated into the final development approval issues by the town. Violations of such conditions shall be prosecuted through the town's code enforcement procedures.

POLICY 6-D-4 The following activities in and near wetlands may be desirable and are not forbidden by this comprehensive plan:

i. Activities necessary to prevent or eliminate a public hazard, such as elimination of a dangerous curve in a road, dredging in order to clean up a spill of hazardous waste, or removal of underwater obstructions to boat traffic.

ii. Activities which provide a direct benefit to the public at large which would exceed any public loss as a result of the activity, such as removal of exotic species, restoration of natural hydroperiods, impacts associated with the maintenance of existing drainage works, or providing water access that is open to the public.

iii. Resource-oriented activities such as passive recreation, outdoor education, or other uses where protection of wetland functions and values is the primary attraction.

iv. Structures or facilities that will improve the functional value of wetlands or provide "no-impact" use for observation, education, research, or passage (walking or non-motorized boats); these could include such structures as public boardwalks, observation decks, or launching areas for non-motorized watercraft.

POLICY 6-E-1 For any beachfront development approved after the adoption of this plan and for all public beach areas within the town, state-approved dune walk-over structures shall be required at appropriate crossing points. These same structures are also encouraged wherever pedestrians will be crossing dune areas.

POLICY 6-E-2 All coastal construction projects, including beach restoration and renourishment, shall protect sea turtle nesting areas by limiting construction in dune and beach areas to non-nesting periods (except under emergency conditions). In historic shorebird nesting areas, construction must

be completed prior to shorebird nesting.

POLICY 6-E-3 The town will implement the following measures to promote the restoration of beach and dune systems:

i. Initiate a program to recreate a dune line and plant appropriate vegetation such as sea oats wherever sand dunes have been destroyed.

ii. Require the use of indigenous plants species for public and private dune restoration or renourishment projects.

iii. Require that lots and parcels created after the adoption of this plan shall be of sufficient size and dimension to ensure a 50-foot buffer between any structures (except dune cross-overs) and the landward edge of the primary dune. This buffer shall remain in its natural state except for the minimum disturbance necessary to accommodate dune crossovers.

iv. Undertake a management and maintenance program to control invasive exotic vegetation as a cooperative effort of the town and its citizenry.

v. Consider erosion control taxing/benefit units, grants, and other cost-sharing funding mechanisms to provide funds for beach renourishment and management projects (see Coastal Management Element for strategies on beach renourishment).

POLICY 6-E-4 The following activities are prohibited to protect dunes and beaches:

i. Removal of dune vegetation and stabilization of submerged and exposed beach by artificial means other than replenishment with compatible sand.

ii. Excavation or destructive alteration of beach and dune systems. (Minimal disturbance necessary to accomplish approved beach restoration or renourishment activities or construct dune cross-overs is allowable under this policy.)

iii. Operation of motor vehicles on beaches and dunes (except in association with law enforcement activities, emergency medical services, public land/resources management, state-licensed sea turtle monitoring, once-daily delivery and pickup of beach equipment, minimal cleaning of litter and of excessive accumulations of natural debris, or as necessitated by an approved restoration, renourishment, or emergency project).

iv. Any construction activity seaward of the Coastal Construction Control Line not specifically approved by the DEP.v. Construction of artificial shoreline hardening structures except the emergency use of such structures constructed in compliance with Chapter

161, F.S. If a hardened structure is absolutely necessary along the beach, riprap revetments are preferred. New seawalls are not permitted.

OBJECTIVE 6-F AIR QUALITY - Continue to meet or exceed federal air quality standards based on monitoring results from state agencies.

POLICY 6-F-1 Ensure that the town's land development regulations do not include any disincentives to the use of clean alternative energy sources such as active and passive solar technology.

POLICY 6-F-2 Reduce automobile emissions through programs developed in the Transportation Element to reduce single-occupant automobile trips. Mobility alternatives include increased ridership on the trolley system; introduction of an electric tram system throughout the Island, incentives for visitors to park off-island or park once on-island, a water taxi or water shuttle system; and an interconnected system of bicycle and pedestrian paths.

POLICY 6-F-3 Establish criteria for any new facility that would require an air quality permit including monitoring procedures to supplement those provided by the state and enter into agreements with Lee County and other relevant agencies to ensure that the town's concerns are addressed during the permitting stages of potential point source pollution generators.

OBJECTIVE 6-G SOIL EROSION - Conserve and protect soils to reduce water and air pollution from wind and water erosion.

POLICY 6-G-1 The town shall implement the following measures to ensure conservation of native soils and prevention of erosion and its polluting impacts:

i. To reduce airborne pollutants and protect tidal waters from dust caused by wind erosion, adopt requirements for protecting cleared land during construction.

ii. Land clearing prior to issuance of a building permit or development order.....

iii. An erosion control plan shall be submitted and approved by the town prior to the issuance of a development order. Such plan shall reference the property's topography, vegetation, and hydrology and utilize the best management practices such as the use of staked hay bales or filter cloth between the development site and adjacent swales, surface waters, or wetlands; sodding, seeding, or mulching immediately after final grading; and maintenance of vegetation following development activities in order to reduce the erosion by wind or water.

OBJECTIVE 6-H WATER QUALITY - Improve the water quality and economic value of the water bodies surrounding the Town of Fort Myers Beach beyond the levels existing in 1997.

POLICY 6-H-1 As an integral part of the Estero Bay estuary system, the town shall take all feasible measures in an intergovernmental effort to protect, maintain, and improve water quality in Estero Bay.

POLICY 6-H-2 No garbage or untreated sewage shall be discharged into tidal waters.

POLICY 6-H-3 Maintain or improve estuarine water quality by requiring new development or redevelopment to meet the following standards:

i. Development shall not degrade the estuarine quality of Estero Bay below those standards established by the state for Class II Outstanding Florida Waters.

ii. Development shall not degrade surface or ground water quality below state standards established in Chapter 62-302 FAC for surface water; Chapter 52-520, for ground water; and Chapter 10D-6 for bathing places.

POLICY 6-H-4 In cooperation with Lee County and other agencies, encourage continued water quality monitoring and identify sources of non-point water pollution, especially those found to be occurring from within the town. Develop a program to reduce or eliminate those pollution sources that may include education, regulation, and incentives, and follow-up enforcement.

POLICY 6-H-5 The town will implement the measures adopted in the Stormwater Management Element to reduce the polluting impacts of stormwater runoff.

POLICY 6-H-6 The town shall comply the requirements of the National Pollutant Discharge Elimination System by prohibiting the discharge of runoff, wastewater, or other potential sources of contamination into surface waters which results in the degradation of the quality of the receiving water body below the applicable standards.

OBJECTIVE 6-I WATER SUPPLY - Ensure continued supplies of drinking water of sufficient quantity and quality to meet the projected demands of all consumers and the environment.

POLICY 6-I-1 Incorporate into the land development code measures applicable to new development and redevelopment to encourage water and wastewater management such as low-volume irrigation systems, xeriscape landscaping techniques, potential hook-ups to re-use water systems, and use of other conservation and recycling techniques.

POLICY 6-I-2 The town will cooperate with emergency water conservation measures of the South Florida Water Management District.

POLICY 6-I-3 The town will continue to purchase bulk water from Lee County Utilities in lieu of providing an independent supply of potable water. Lee County Utilities considers the Town of Fort Myers Beach to be part of its potable water service area and has demonstrated its ability to expand raw water supply and treatment facilities to meet anticipated growth consistent with the 2005–2006 Lower West Coast Water Supply Plan Update (prepared by the South Florida Water Management District).

OBJECTIVE 6-J GROUNDWATER - Maintain the quality of groundwater resources and improve as necessary to meet state or federal standards.

POLICY 6-J-1 Commercial excavation and mining activities are prohibited in the Town of Fort Myers Beach due to potentially detrimental effects to groundwater, surface water, wildlife habitats, and surrounding land uses and values.

POLICY 6-J-2 The Town of Fort Myers Beach opposes offshore gas and oil exploration and excavation activities which may be reasonably expected to threaten the quality of coastal beaches and estuarine ecosystems; or would place oil- or gas-related facilities on coastal beaches, islands, or wetlands; or would require the placement of oil or gas storage facilities on the island.

POLICY 6-J-3 The dredging of additional tidal canals is prohibited.

POLICY 6-J-4 The town shall support Lee County's programs to property dispose of hazardous wastes.

POLICY 6-J-5 The town shall require connection to central water and sewer systems to eliminate demands on groundwater and reduce the potential for contamination from septic tanks.

POLICY 6-J-6 Identify any remaining septic tanks and require their use be discontinued

GOAL CM-1 5: To keep the public aware of the potential effects of flooding, sea-level rise, hurricanes and tropical storms and to plan a more sustainable redevelopment pattern that protects coastal resources, minimizes threats to life and property, and limits public expenditures in areas subject to destruction by storms.

OBJECTIVE CM-1 5-A: COASTAL PLANNING GENERALLY - Protect and enhance coastal resources through an on-going planning process that recognizes the advantages and limitations of living within a sensitive coastal environment. Enhancement of coastal resources can be measured by increased sea turtle nesting, improvements in estuarine water quality, and restoration of sand dunes. Important limitations on development in this coastal high hazard area include the existing over-concentration of people plus town, state, and federal policies against public expenditures that subsidize further private development.

POLICY CM-1 5-A-1: The town shall maintain and enforce building codes at least as stringent as required by Florida law to limit the potential damage of structures from hurricanes, tropical storms, and flooding. These codes shall include wind-resistance commensurate with the risk of a coastal environment and building elevation requirements that conform with federal laws and Flood Insurance Rate Maps.

POLICY CM-1 5-A-2: The maximum density of future residential development is limited to the densities described in the Future Land Use Element in recognition of natural hazards and existing population concentrations. For rebuilding of existing development, refer to the buildback policies ~~under Objective 4-D and 4-E~~ of the Future Land Use Element.

POLICY CM-1 5-A-3: When state funding is required for the relocation of replacement of infrastructure currently within the Coastal Building Zone, the capacity of the replacement structure shall be limited to maintaining required service levels, protecting existing residents, and providing for recreation and open space needs.

POLICY CM-1 55-A-4: Since the entire Town of Fort Myers Beach is within the coastal planning area and is designated as a coastal high hazard area, specific policies addressing historic buildings, phasing of infrastructure, limitations on development, and environmental resources are contained in other elements of this plan and are not repeated here.

POLICY CM-1 5-A-5: Due to the physical constraints of its coastal location, the Town of Fort Myers Beach commits to a future policy of no increase in the net development capacity (island-wide) that would be allowed by the Fort Myers Beach comprehensive plan.

POLICY CM-1 5-A-6: The entire town is located within the coastal high-hazard area, as shown on the Coastal High Hazard Area Map ~~Figure 17~~ which is part of the adopted Future Land Use Map series ~~(see Policy 4-B-2)~~.

OBJECTIVE CM-1 5-B: NATURAL DISASTER PLANNING - Reduce the threat of loss of life and property resulting from catastrophic storms by reducing evacuation times and improving shelter capabilities from their current levels.

POLICY CM-1 5-B-1: The town shall work to improve the capability of evacuating Fort Myers Beach when a tropical storm or hurricane threatens to strike. Specific problem areas include:

i. County officials may be reluctant to order a county-wide evacuation even though an evacuation may be warranted for low- lying coastal areas such as Fort Myers Beach. town officials should be prepared to order a local evacuation if one is warranted.

ii. Australian pines and other trees ~~not native to Florida situated~~ along evacuation routes can pose a threat to evacuation routes due to decay or shallow root systems; such trees need to be identified, pruned or removed. If feasible, the removed ~~the~~ tree shall be replaced with a Florida native-tree, following FPL best practices for Right Tree, Right ~~p~~Place, and shall be equal in diameter at breast height (DBH) or height.

iii. In a cooperative process with Lee County, Sanibel, and the Southwest Florida Regional Planning Council, the town shall seek to improve mainland shelter capacities including private sheltering options.

iv. The town shall work closely with Lee County and Florida DOT to maintain or improve hurricane evacuation times and procedures, including off-island traffic bottlenecks.

POLICY CM-1 5-B-2: The town shall participate fully in the federal government's National Flood Insurance Program and seek constant improvements under the Community Rating System.

POLICY CM-1 5-B-3: The town shall encourage owners of private buildings to strengthen or otherwise protect them before severe storms strike to reduce avoidable damage to life and property. Town regulations that unnecessarily interfere with this important form of hazard mitigation shall be modified as described in ~~Policy 4-E-3 of~~ the Future Land Use Element.

POLICY CM-1 5-B-4: The town shall develop and adopt a storm emergency plan for preparing for, responding to, and recovering from a hurricane or tropical storm. The emergency plan shall be reviewed and at minimum updated every five (5) years in conjunction with any updates to the town's roadway level of service. Hazard mitigation recommendations of local peacetime emergency plan or interagency hazard mitigation reports shall be evaluated for inclusion in the town's plans.

POLICY CM-1 5-B-5: Capital improvements to infrastructure and facilities under the town's jurisdiction that can maintain or improve evacuation times will be identified and included in the Capital Improvements Element.

POLICY CM-1 5-B-6: The town shall maintain substantial reserve funds for emergency work that will be needed immediately following a major storm.

OBJECTIVE CM-1 5-C: POST-DISASTER REDEVELOPMENT - Plan for post-disaster rebuilding that will reduce the exposure of human life and property to future disasters and improve the community in other ways during the rebuilding process.

POLICY CM-1 5-C-1: ~~By 1999, the~~ The town in cooperation with Lee County officials shall prepare a post-disaster redevelopment plan. Such plan shall be consistent with this comprehensive plan and use the following priorities:

i. Activities which prevent further loss of life or that minimize public health risks;

ii. Activities which restore the basic public infrastructure and services to support the population;

iii. Activities which prevent further damage to public or private property; and

iv. Activities which begin the rebuilding process as promptly as possible, including a post-storm permitting plan.

POLICY CM-1 5-C-2: ~~By 1998, the~~ The town shall evaluate the elevation and drainage characteristics of evacuation routes to the mainland to identify problem areas that may prematurely block evacuation. Solutions shall be sought in cooperation with agencies having jurisdiction over such facilities.

POLICY CM-1 5-C-3: Rebuilding after a natural disaster is allowed in accordance with the "buildback policy" found in Policy 4-C-7 of the Future Land Use Element.

POLICY CM-1 5-C-4: To further coordinate the redevelopment activities proposed under this plan with state and federal floodplain management programs, the town shall pursue the following activities:

i. Pursue all potential measures to encourage corrective and preventative measures to existing houses and businesses to increase their resistance to flooding and high winds before a disaster occurs. Examples include storm shutters; shatter- proof glass; strengthening roof attachments, floors, and walls; and minor floodproofing.

ii. Allow non-conforming buildings to be modified provided the modifications do not increase the non-conformity to current development standards in the Land Development Regulations.

iii. Investigate the feasibility promoting pedestrian activity in some redeveloping commercial zones by raising the existing grade of roads and sidewalks one to three feet, thus allowing adjoining commercial space to remain at ground level while reducing the required height of dry floodproofing.

iv. Explore with the Department of Environmental Protection an alternative method of controlling building intensity seaward of the Coastal Construction Control Line. The current rule allows 20% of any single building's frontage to be enclosed at ground level. This percentage may be too high for most parts of the town, but is too low where pedestrian zones exist or are being created. An alternative means of computing the 20% rule could better meet the state's coastal management goals and the town's revitalization program.

POLICY CM-1 5-C-5: New publicly funded buildings within the town shall be designed to withstand major storms and be able to serve as shelters/operation centers for emergency personnel. New public buildings shall comply with State and FEMA requirements, and be encouraged to pursue LEED accreditation.

POLICY CM-1 5-C-6: Design new and replacement infrastructure to minimize damage caused by flooding and high winds:

i. Power lines shall be relocated under-ground whenever possible.

ii. Water and sewer systems should eliminate infiltration of flood waters and be designed to function with auxiliary power when needed.

iii. Roads should be designed to manage minimum levels of flooding and be located where least susceptible to storm damage.

POLICY CM-1 5-C-7: Continue to inventory buildings that are repeatedly damaged by flood waters to identify those that have recorded one or more National Flood Insurance Program (NFIP) flood losses of $1,000 or more since 1978. Buildings identified as a repetitive loss by FEMA since 1978 ~~shall be~~ demolished ~~and~~ shall be permitted to be reconstructed under the town's build back policy, or current regulations.

OBJECTIVE CM-1 5-D: BEACHES AND DUNES - Conserve and enhance the shoreline of Estero Island by protecting natural areas, increasing the amount of dunes, renourishing beaches to counter natural erosion, and reducing negative man-made impacts on beaches and dunes.

POLICY CM-1 5-D-1: The town's policies on shoreline protection measures shall be as follows (see also Objective 5 and related policies in the Conservation Element of this plan):

i. Beach renourishment will be necessary along much of the Gulf beach. The long- term recreational and economic benefits will offset the cost. The town shall work closely with Lee County, which has agreed to take the lead role in carrying out this important activity. All practical measures shall be taken to ensure that beach renourishment improves sea turtle nesting and migratory bird nesting habitats rather than interfering with it. Public access to existing and renourished beaches is an important priority of the town of Fort Myers Beach.

ii. Sand dunes should be protected and recreated wherever they have been removed. Native dune plants should be protected and non-native exotics removed. Dune walkovers should be constructed where they do not exist and existing structures should be maintained.

iii. The use of vehicles on any part of the beach should be severely limited in accordance with the Conservation E~~e~~lement ~~Policy 6-E-4(iv)~~.

iv. Buildings and other structures should be located as far away from the shoreline and dune system as possible since the beach is a constantly changing environment. Beachfront development shall be protected from coastal erosion, wave action, and storms by vegetation, setbacks, and/or beach renourishment rather than by seawalls or other hardened structures which tend to hasten beach erosion, interfere with public access, and block sea turtle nesting.

v. Development (other than minor structures) shall not be allowed seaward of the 1978 Coastal Construction Control Line. Development seaward of the 1991 Coastal Construction Control Line may be permitted provided it complies with this comprehensive plan and all state and local permitting requirements.

vi. Where buildings are threatened by erosion that cannot be reversed by major beach renourishment, the town's priorities are (1) to allow the structure to be moved away from the beach; (2) to allow emergency renourishment (including the use of trucked-in sand); and (3) to allow rip-rap only when the previous priorities are not possible. Existing seawalls on the beach may be maintained or removed but not rebuilt.

vii. The absolute last resort for shoreline protection is the use of hardened structures (except that terminal groins may be permitted at inlets if acceptable to state and federal permitting agencies). New beachfront buildings requiring seawalls for protection from coastal erosion shall not be permitted.

viii. Fish kills resulting from Red Tide and other harmful algal blooms have a negative impact on the town's shoreline. The town shall manage removal and remediate impacted shoreline for

the continued enjoyment of residents and visitors. The town shall collaborate with local, state, and federal agencies, coalitions, and nonprofit organizations to support policies/programs that address the impacts of harmful algal blooms that impact the town's shoreline.

OBJECTIVE CM-1 5-E: ACCESS TO THE WATER - Increase the number of well-maintained Improve accesses to beaches, bays, and navigable waters to serve the existing and future population and visitors.

POLICY CM-1 5-E-1: Ensure the continued maintenance of existing beach access points, currently provided by Lee County with funds from the Tourist Development Council.

POLICY CM-1 5-E-2: Evaluate the need for expanded parking areas and the potential for revenue generation from metered parking as a funding source for additional public access amenities.

POLICY CM-1 5-E-3: The town encourages Lee County to continue its program of improving beach access points that are not currently marked.

POLICY CM-1 5-E-4: The town shall identify any water access points that are hidden, fenced off, or blocked by encroachments, and then ensure that appropriate public access is restored. Wayfinding shall be encouraged to be provided at key locations in town to identify and promote use of beach access points.

POLICY CM-1 5-E-5: The town shall attempt to acquire one or more beach access points at the southern end of the island.

POLICY CM-1 5-E-6: The town shall monitor the effectiveness of its ordinances regulating water activities (vessel control, water safety, personal watercraft, and parasailing), and install manatee habitat education signs at waterfront locations. In cooperation with providers and citizens, develop a program of education, interagency cooperation for enforcement, and additional regulation as needed to protect the coastal waters and the safety and welfare of residents and visitors.

POLICY CM-1 5-E-7: This plan minimizes the potential for land use conflicts between waterfront uses and other land uses through the following priorities for development/ redevelopment of the shoreline:

i. Intense multi-family uses are limited to areas vested by previous regulations; to the rebuilding of existing sites following a natural disaster ~~(see Policy 4-D-1)~~; and to voluntary rebuilding of existing sites in accordance with the Future Land Use Element.

ii. Future development or redevelopment of shoreline land uses must ensure compatibility with surrounding lands and provide proper buffering where needed.

iii. ~~In determining applicable land uses for a site, priority~~ Site, priority shall be given to water dependent land uses in the following order:

- Conservation uses
- Water-dependent uses such as marinas which are available for use by the general public;
- Recreational uses; and
- Other uses that are compatible with the surrounding neighborhood.

OBJECTIVE CM-1 5-F: HARBOR PLANNING - Initiate a cooperative planning process for Matanzas Pass and surrounding waterways ~~by 1998~~.

POLICY CM-1 ~~5-F-1~~: The town shall take an active role in initiating and participating in the planning process for Matanzas Pass and nearby waters ~~envisioned by Policy 94.6.3 of the Lee County Comprehensive Plan~~. This process would be conducted by a new entity charged with both planning and implementation. This entity would have the following characteristics:

i. Balanced representation of competing interests such as local governments, recreational and commercial boating interests, and regional/state/federal agencies with jurisdiction over these waters;

ii. A commitment to address and resolve competing interests for use and protection of these water, including commercial fishing and shipping, recreational boating, public anchorage, environmental protection, and protection of other shoreline users; and

iii. The process will be public to seek the active support of all interests so that this planning process can be the first step to- wards long-term cooperation and protection of these valuable resources.

GOAL U-18: To improve the existing systems that provide safe drinking water, irrigation water, sewer service, and solid waste disposal in order to reduce environmental impacts on land and water while keeping costs as economical as possible.

OBJECTIVE U-1-8-A: RELATIONS WITH UTILITIES - Increase the town's role in influencing utility providers about service alternatives, facility locations, and conservation of re¬sources.

POLICY U-1-8-A-1: Mandatory customer connections to water and sewer utilities shall continue to be the policy of the Town of Fort Myers Beach.

POLICY U-1-8-A-2: When considering improvements to utility systems, utility companies should expect involvement by the ~~town~~ Town in evaluating alternatives and seeking the best interests of utility customers and other people and resources affected by those decisions.

POLICY U-1-8-A-3: The ~~town~~ Town shall seek a significant role in policy matters concerning Lee County Utilities' sewer service, based on the ~~town's~~ Town's dual roles as a major user of this service and its location directly downstream of any effluent discharges into tidal waters.

POLICY U-1-8-A-4: The ~~town's~~ Town's potable water supply distribution system is supplied by Lee County Utilities under terms set forth in a bulk water agreement approved in August 2001. Lee County Utilities has a long-term expansion plan that details existing and proposed uses of traditional and alternative water supply sources, in accordance with SFWMD's Lower West Coast Water Supply Plan Update (~~July 2006~~ December 2016). Lee County Utilities' expansion plan, the Water Supply Facilities Work Plan, was last updated in ~~July 2008~~ January 2016 and is incorporated herein by reference.

POLICY U-1-8-A-5: The town Town shares a common interest with Lee County government in ensuring that potable water supplies will be sufficient to meet future demands. The town Town will coordinate with Lee County on an ongoing basis on the following matters:

1. Analyzing peak season demands and providing sufficient allocations of water.
2. Using consistent population projections and level-of-service standards.
3. Conserving water by adopting a conservation rate structure (see Policy 8-C-6).

4. Implementing a leak detection program and replacing obsolete portions of the water supply system.

Policy U-1-A-6: The town shall collaborate with its utility service partners to promote green and environmentally friendly practices, fostering sustainability and environmental stewardship in the town's development.

Policy U-1-A-7: The Town shall study the feasibility of a microgrid to provide power to the island.

OBJECTIVE U-1-8-B: LEVELS OF SERVICE - Maintain minimum acceptable levels of service for potable water, sanitary sewer, and solid waste disposal.

POLICY U-1-8-B-1: The minimum acceptable level of service standards for utility services within the Town of Fort Myers Beach shall be:

i. F~~for~~ potable water service:

(a) A~~a~~vailable supply, treatment, and delivery capacity of ~~260~~ 275 gallons per day per equivalent residential connection (ERC), and delivery of potable water at a minimum pressure of ~~20~~ ~~40~~ pounds per square inch (psi) at the meter anywhere in the system.

(b) Prior to issuance of building permits, the town must obtain assurances from Lee County Utilities that an adequate bulk water supply will be available to the town's water distribution system to serve new development at these same rates.

ii. F~~f~~or sanitary sewer service: Compatible with Lee County's current sanitary sewer standards ~~available capacity to collect, treat, and dispose of wastewater of 175 gallons per day per equiv¬alent connection (ERC)~~.

iii. F~~f~~or solid waste disposal service: the ability to collect and manage 7 pounds of municipal solid waste (or equivalent volume) per day per capita, pursuant to Lee Plan Policy 62.2.5 and Lee County Ordinance 17-19. ~~per person per day.~~

~~An ERC is defined as the total number of meter equivalents using the methodology of the Florida Public Service Commission (and is synonymous with their use of the term "equivalent residential units"). ERCs are used to convert commercial and industrial water or sanitary sewer use into standard units that are based on typical rates of use in dwelling units.~~

POLICY U-1-8-B-2: The ~~town~~ Town will enforce these levels of service under the concurrency requirements of Florida law by requiring one of the following before issuance of development permits:

i. D~~d~~evelopment orders or building permits will be issued subject to the condition that, at the time of the issuance of a certificate of occupancy, the necessary facilities and services must be in place and available to serve the development being authorized; or

ii. A~~a~~t the time development orders or building permits are issued, the necessary facilities and services are guaranteed to be in place and available to serve the development at the time of issuance of a certificate of occupancy through an enforceable development agreement pursuant to Section 163.3220, *Florida Statutes*, or through an agreement or development order pursuant to Chapter 380, *Florida Statutes*.

POLICY U-1-8-B-3: The concurrency management system in the town's Town's Land Development Code shall be amended to requirement the assessment of water supply capacity, in addition to treatment plant capacity, when determining compliance with the potable water level of service specified in Policy 8-B-1.

OBJECTIVE U-1-8-C: WATER CONSERVATION - Take all reasonable steps to conserve potable water supplies~~, aiming for a 10% per-capita reduction in water use by 2005~~.

POLICY U-1-8-C-1: The town shall, by resolution, encourage Lee County Utilities to expand its facilities and agree¬ments for recycling treated wastewater for reuse as irrigation water; deep-well injection of surplus wastewater should be limited to emergency use only.

POLICY U-1-8-C-2: The town shall consult with the South Florida Water Management District to obtain suggestions on regulations to conserve water before adopting such regulations.

POLICY U-1-8-C-3: The town will use drought-tolerant vegetation, xeriscape techniques, recycled water, or other available methods for landscaping publicly owned lands, and encourages private landowners to do the same to reduce usage of potable water for irrigation purposes.

POLICY U-1-8-C-4: The town will continue to require, through its building codes, the use of water-saving plumbing fixtures in all new development and redevelopment.

POLICY U-1-8-C-5: The town will support public educational programs that encourage water conservation practices.

POLICY U-1-8-C-6: The town should consider implementing a strong conservation rate program where large water users pay a higher rate per gallon than is charged to frugal users.

OBJECTIVE U-1-8-D: SOLID WASTE - Add recycling pickup at commercial enterprises, and maintain an efficient solid waste system that stresses recycling of reusable materials plus safe and efficient disposal of that which cannot be recycled.

POLICY U-1-8-D-1: The town will ensure the routine collection of residential and commercial wastes; special collections of bulky items; separate curbside and bulk collection of recyclable materials; and separate collection of yard wastes and construction debris.

POLICY U-1-8-D-2: The town will continue its participation in Lee County's program of recycling, incineration, and disposal of solid wastes.

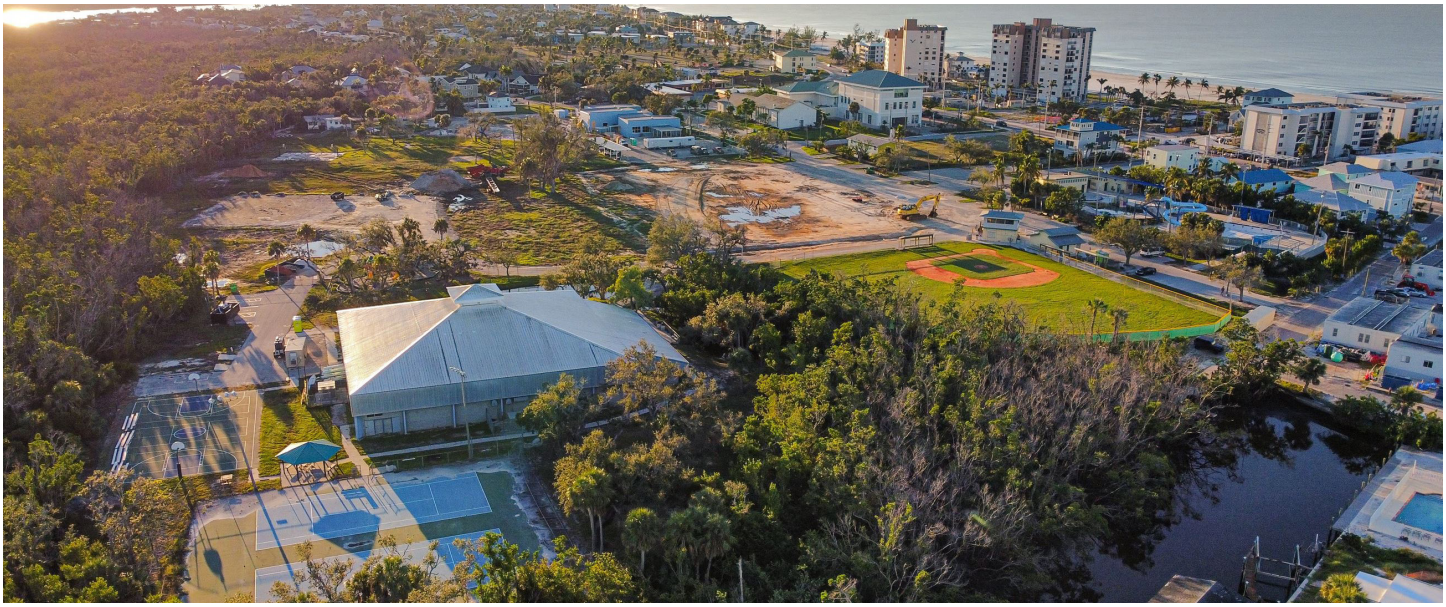
POLICY U-1-8-D-3: The town will seek to expand the current program to collect recyclables from motels and other tourist lodgings, and to collect and recycle additional materials.

POLICY U-1-8-D-4: The town will consider an ordinance requiring mandatory recycling of solid waste if voluntary participation does not achieve standards set by state or regional agencies.

POLICY U-1-8-D-5: The town will evaluate methods of improving the cost-effectiveness of solid waste collection, and may consider franchising the collection process independently of Lee County.

POLICY U-1-8-D-6: The town will cooperate with Lee County in implementing programs to decrease the volume of solid waste requiring landfilling (e.g. source separation of material which can be reused, recycled, or disposed of in another manner). The town shall also support and assist in programs to reduce roadside litter and illegal dumping, such as Keep Lee County Beautiful' s annual coastal cleanups.

POLICY U-1-8-D-7: The town will cooperate with the Lee County in educating businesses and residents on the proper management of hazardous wastes and the provision of convenient disposal opportunities for the benefit of the town's citizens and visitors. This cooperation shall include distributing written material prepared by Lee County and publicizing their regular schedule of household hazardous waste collection days.



Based on the analysis of capital improvements issues in this element, the following goals, objectives, and policies are adopted into the Fort Myers Beach Comprehensive Plan:

GOAL ~~11~~ CIE-1: To provide major public improvements that help create the safe and beautiful community envisioned in this comprehensive plan.

OBJECTIVE ~~11-A~~ CIE-1-A: CAPITAL IMPROVEMENTS PROGRAM - ~~Adopt e~~Each year, as part of the budget process, a capital improvements program ~~() that implements this plan, ensures the availability of services at adopted levels, and carries out the fiscal policies in this element.~~ shall be adopted to achieve and maintain level of service standards identified in the Comprehensive Plan, correct existing deficiencies, accommodate future growth, and provide for necessary replacements, as required.

POLICY ~~11-A-1~~ CIE-1-A-1: ROLE OF THE CIP - As a part of the town's annual budget process, the town shall adopt a Capital Improvements Program every year that identifies all proposed capital expenditures for the ensuing five-year period, identifies the revenues to fund the expenditures, and describes each project's compliance CIE-1-A-3 ~~with the criteria in Policy 11-A-4 below~~. The proposed CIP shall be balanced, with the proposed expenditures not greater than the amount of revenues available to fund the expenditures. ~~A list of projects that are needed, but unfunded, may be included as an attachment to the balanced CIP.~~ Once adopted, the new five-year schedule of capital improvements shall annually be incorporated into the Capital Improvements Element.

POLICY ~~11-A-2~~ CIE-1-A-2: CIP PROCESS - The Capital Improvements Program shall be prepared, adopted, and amended according to the following process:

i. The proposed CIP shall be developed by the Town Manager in sufficient detail to includ~~ing~~ a detailed list of proposed projects with estimated costs and timelines, based on a review of existing facilities, level of service standards, current and projected deficiencies, and the capital needs as identified in this comprehensive plan.

ii. The proposed CIP shall be reviewed by the Local Planning Agency (LPA) which shall consider the consistency of all proposed CIP expenditures with this comprehensive plan.

iii. After reviewing the report of the LPA, the Town Council shall modify the CIP as needed and adopt it by resolution in conjunction with the annual budget.

iv. After its adoption, the CIP may be amended by resolution of the Council. All changes to the CIP must be consistent with this comprehensive plan.

POLICY ~~11-A-3~~ CIE-1-A-3: CIP FISCAL POLICIES - All projects included in the CIP should be evaluated for financial feasibility, their impact on the town's budget, and the town's ability to operate the facility. Operating costs associated with public facilities and services programmed in the CIP shall be incorporated into the town's operating budget. The capital portion of the annual budget shall be consistent with the first year of the adopted CIP. Where an amendment to the CIP affects the first year, the annual operating budget shall also be amended to remain consistent with the CIP.

POLICY ~~11-A-4~~ CIE-1-A-4: CIP PRIORITIES - The following priorities shall be used in determining which projects are included in the CIP:

i. ~~Remove a direct and immediate threat to the public health or safety;~~ Protect public health and provide safety and remove direct and immediate threats.

ii. Capital Improvements that ~~A~~are directed by a court order or otherwise by law.

iii. Capital Improvements that ~~A~~are essential for the maintenance of existing infrastructure and associated level of service standards.

iv. Remove an existing capacity deficiency; Capital improvements needed to correct existing deficiencies.

v. Capital Improvements that ~~W~~will accommodate new development or redevelopment anticipated by this comprehensive plan.

vi. Capital improvements required by a County, State or federal mandate.

vii. Capital improvement projects for which the Town has a grant agreement.

viii. Projects that advance existing Town approved plans.

ix. Capital improvements that provide economic benefit by reducing operating and/or maintenance costs.

x. Projects that will address sea level rise, flooding, energy efficiency, water quality, water efficiency or other sustainability measures.

POLICY ~~11-A-5~~ CIE-1-A-5: OTHER CIP CRITERIA - For the purpose of further ranking projects that are otherwise equal, the following should be considered:

i. Priorities found elsewhere in the comprehensive plan.

ii. Whether the ~~facility~~ project is needed to satisfy a level of service standard in this plan.

iii. Whether the project competes with other facilities that have been or could reasonably be provided by other governmental entities or the private sector.

iv. The revenue generating potential of the project.

v. Whether the project leverages additional benefits to the town, such as offers to donate land or services by the private sector and/or other governmental entities.

POLICY ~~11-A-6~~ CIE-1-A-6: CAPITAL IMPROVEMENT DEFINED - A "capital improvement" is a project to acquire, build or improve a major asset ~~that will have~~ in order to preserve long-term value, such as sidewalks, roads, landscaping, beach renourishment, parks, and nature preserves. Capital improvements usually have a determined value of at least $10,000 and may include planning and design studies that will lead to a physical improvement.

For capital improvement infrastructure, "Infrastructure" means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service, as consistent with F.S. 163.31801. The term also includes a police department vehicle and other town vehicles as defined in F.S. 1006.25, and the equipment necessary to outfit the vehicle for its official use.

POLICY ~~11-A-7~~ CIE-1-A-7: SCHEDULE OF IMPROVEMENTS - ~~Table 11-7 of this element~~ The capital improvement plan presents the five-year schedule of capital improvements to be undertaken by the Town of Fort Myers Beach. This schedule will be updated each year through an amendment to this plan to correspond with revisions to the capital improvements program made by the town during its annual budget process

i. To comply with the Florida Statue, the required five-year schedule of capital improvements also includes the capacity enhancing school improvements and summary of estimated revenues as presented by the Lee County School District through its Five-Year District Facilities Work Program~~, as updated each September. For FY 2008/09 through 2012/13, the specific capacity-enhancing school improvements are listed in Table 16-7 of the Public Schools Element and the formal demonstration that those improvements meet all requirements of state law is set forth in that element~~.

ii. To comply with § 163.3177(3)(a)5, F.S., any capital improvements that Lee County Utilities needs to construct to achieve or maintain the potable water level of service in this plan during the next five years will be included in the town's five-year schedule of capital improvements.

OBJECTIVE ~~11-B~~ CIE-1-B: LEVEL-OF-SERVICE STANDARDS - Adopt and maintain a concurrency management system that ensures that public facilities are provided in accordance with the adopted level of service (LOS) standards for potable water, sanitary sewer, solid waste, stormwater, recreation, and transportation.

POLICY ~~11-B-1~~ CIE-1-B-1: UTILITIES LOS STANDARDS - ~~(Repeated from Policy 8-B-1 of the Utilities Element):~~ The minimum acceptable level-of-service standards for utility services within the Town of Fort Myers Beach shall be:

i. For potable water service:

(a) Available supply, treatment, and delivery capacity of 275 ~~260~~ gallons per capita day per equivalent residential connection (ERC), and delivery of potable water at a minimum pressure of 40 ~~20~~ pounds per square inch (psi) at the meter anywhere in the system.

(b) Prior to issuance of building permits, the town must obtain assurances from Lee County Utilities that an adequate bulk water supply will be available to the town's water distribution system to serve new development at these same rates.

ii. For sanitary sewer service:

(a) Compatible with Lee County's current sanitary sewer standards. available capacity to collect, treat, and dispose of wastewater of 200 175 gallons per day per capita per equivalent residential connection (ERC).

iii. For solid waste disposal service:

(a) T~~t~~he ability to collect and manage 7 pounds of municipal solid waste per person per day.

POLICY ~~11-B-2~~ CIE-1-B-2: STORMWATER LOS STANDARDS (STORM WATER MASTER PLAN) - ~~(Repeated from Policy 9-D-1 of the Storm-water Management Element):~~ Until completion of the next periodic evaluation ~~under Stormwater Management Element Policy 9-F-1 to 6~~, interim levels of service are hereby established for protection from flooding to be provided by stormwater and roadway facilities:

i. During a 3-day rainfall accumulation of 13.7 inches or less (3-day, 100-year storm as defined by SFWMD), one lane of evacuation routes should remain passable (defined as less than 6 inches of standing water over the crown). Emergency shelters and essential services should not be flooded.

ii. During a 3-day rainfall accumulation of 11.7 inches or less (3-day, 25-year storm as defined by SFWMD), all lanes of evacuation routes should remain passable. Emergency shelters and essential services should not be flooded.

iii. During coastal flooding of up to 4.0 feet above mean sea level, all lanes of evacuation routes should remain passable. Emergency shelters should not be flooded.

POLICY ~~11-B-3~~ CIE-1-B-3: RECREATION LOS STANDARD - ~~(Repeated from Policy 10-D-3 of the Recreation Element):~~ The town adopts the following standard for community parks: for each 7,500 permanent residents or visitors staying at hotels, motels and resorts on the island, 1 centrally located recreation complex that includes 2 ballfields, 2 tennis courts, outdoor basketball courts, play equipment, an indoor gymnasium, and community meeting spaces. Programming shall address all age groups and encompass active recreation, physical improvement, and social, educational, and cultural activities.

i. The Town shall adopt and maintain a measured level of service standards for parks, recreation and open space facilities upon completion of and in accordance with the Master Recreation Plan. As needed, the Town will arrange for interlocal agreements to provide additional facilities.

POLICY ~~11-B-4~~ CIE-1-B-4: TRANSPORTATION LOS STANDARD - ~~(Repeated from Policy 7-I-2 of the Transportation Element):~~ The peak capacity of Estero Boulevard's congested segments is 1,300 vehicles per hour. The minimum acceptable level of service stan dard for Estero Boulevard shall be that average monthly traffic flows from 10:00 A.M. to 5:00 P.M. during each month do not exceed that level for more than four calendar months in any continuous twelve-month period. Measurements from the permanent count station at Donora Boulevard shall be used for this standard.

POLICY ~~11-B-4-5~~ CIE-1-B-5: PUBLIC SCHOOL LOS STANDARD - ~~(Repeated from Policy 16-B-1 of the Public Schools Element):~~ The minimum acceptable level-of-service standards for public schools within the Town of Fort Myers Beach shall be:

i. Elementary Schools: 100% of permanent capacity as adjusted by the school district annually to account for measurable programmatic changes.

ii. Middle Schools: 100% of permanent capacity as adjusted by the school district annually to account for measurable programmatic changes.

iii. High Schools: 100% of permanent capacity as adjusted by the school district annually to account for measurable programmatic changes.

iv. Special Purpose Schools: 100% of permanent capacity as adjusted by the school district annually to account for measurable programmatic changes.

v. The uniform, district-wide LOS shall be 110 percent of the permanent Florida Inventory of School Houses (FISH) capacity for each elementary, middle and high school.

vi. "Permanent capacity" of each of the four types of schools means the combined capacity for all schools of that type that are located in the school district's South Student Assignment Zone, as depicted in Figure 3 of the Public Schools element. (Multi-zone magnet schools and special

centers are excluded.) Permanent capacity is the capacity of permanent buildings as determined by the Florida Inventory of School Houses, 2006 edition, published by the Florida Department of Education's Office of Educational Facilities. "Measurable programmatic change" means a change to the operation of a school and measurable capacity impacts including, but not limited to, double sessions, floating teachers, year-round schools, and special educational programs.

vii. Educational Facilities Plan (DEFP) shall contain a five year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all concurrency service areas. This financially feasible schedule shall be updated on an annual basis and annually adopted into the CIE.

OBJECTIVE CIE-1-C CONCURRENCY - The town will enforce concurrency requirements to mitigate impacts of new development on infrastructure and services.

~~**POLICY 11-B-5**~~ **POLICY CIE-1-C-1: CONCURRENCY REQUIREMENTS -** The Town will enforce ~~these levels of service under the~~ concurrency ~~requirements of Florida law~~ by:

i. Withholding development orders or building permits that might cause the adopted levels of service to fall below the minimum standards; or by

ii. Issuing development orders or building permits subject to the condition that, at the time of the issuance of a certificate of occupancy, the necessary facilities and services must be in place and available to serve the development being authorized (or are guaranteed to be in place through an enforceable development agreement pursuant to Section163.320 FS or through an agreement or development order pursuant to Chapter 380 FS). However, for parks/recreation, transportation, and public schools, the following requirements will apply:

iii. For parks and recreation, the facilities needed to serve new development must be in place or under actual construction within 1 year after issuance of a certificate of occupancy; any required acreage must meet the requirements of 163.3180(2)(b), Florida Statutes.

iv. For transportation, the facilities needed to serve new development must be in place when a building permit is issued, or under actual construction within 3 years after issuance of a building permit that results in traffic generation if the required facility ~~is listed in Table 11-7,~~ is included in the Five-Year Schedule of Capital Improvements.

v. ~~For public schools, the facilities needed to serve new development must be in place when a final site plan is issued; or under actual construction within 3 years after issuance if the required facility is listed in Table 11-7, the Five-Year Schedule of Capital Improvements; or mitigation may be accepted by the school district in accordance with the Public Schools Element of this plan.~~ Consistent with the Interlocal Agreement, the uniform, district-wide level of service standards shall be based upon the Florida Inventory of School Houses (FISH) maintained by the Department of the Education (DOE).

~~**POLICY 11-B-6 CONCURRENCY MANAGEMENT SYSTEM -** The town's concurrency management system shall comply with the revisions of Rule 9J-5.0055 FAC to include:~~

~~i. The town's commitment to maintain the adopted level-of-service standards for potable water, sanitary sewer, solid waste, stormwater, recreation, and transportation.~~

~~ii. The town's commitment that future CIEs and amendments to this element maintain this element's financially feasible plan to maintain these levels of service.~~

~~iii. A system for monitoring and ensuring adherence to the adopted level-of- service standards, the schedule of capital improvements, and the availability of public facility capacity.~~

~~Standards for interpreting and building permits and specifying when the test for concurrency must be met (which will be no later than issuance of a development order or permit which contains a specific plan for development, including densities and intensities).~~

~~iv. The concurrency management system shall be implemented through the Land Development Code and ensure that development orders and building permits that are issued will not result in a reduction in the levels of service below the adopted levels of service.~~

POLICY ~~11-C-2~~ CIE-1-C-2: ANNUAL CONCURRENCY ASSESSMENT - The town manager shall annually prepare a formal assessment of the current status of the adopted level of service standards, including existing usage of public facilities.

i. A~~a~~vailable capacity (committed or uncommitted); and

ii. A~~a~~dditional public facilities that are being planned.

~~Based on this assessment, the Town Council shall determine after a public hearing whether there is cause to withhold or condition building permits or development orders during the following year. Such action, as updated periodically by the Town Council, shall empower the issuance of development permits where this assessment reasonably demonstrates that sufficient capacity will be available to serve all development that is reasonably expected to occur during the period of time approved by the town council. This assessment and its conclusions shall be published by the town at least annually.~~

~~POLICY 11-B-8 CONCURRENCY SHORTFALLS -~~ ~~Should the annual concurrency assessment indicate problems with maintaining one or more of the adopted level-of-service standards during the coming year, the Town Council shall immediately take one or more of the following actions:~~

~~i. initiate a comprehensive plan amendment to modify the adopted level of service; or determine which types of development permits will have significant impacts on service levels, direct that such permits shall not be granted or shall be granted conditionally (with occupancy dependent upon achievement of the adopted level of service), and set a schedule for the re-assessment of that level of service; or~~

~~ii. immediately begin or accelerate capital improvements or other measures to offset any apparent deficiencies in levels of service. Examples would include upgrading potable water lines to improve water pressure; increasing sewage disposal or solid waste capacity; improving drainage or elevating evacuation routes at problem locations; adding recreational facilities; or improving public transit service, bicycle routes, and/or sidewalks to improve non-vehicular mobility.~~

~~The third alternative just listed is the preferred response of the Town of Fort Myers Beach to deficiencies in an adopted of service, provided that the minimum concurrency requirements of this plan and state law are still met.~~

~~POLICY 11-B-9 CONCURRENCY DEFERRALS AND EXEMPTIONS -~~ ~~The town's concurrency management system shall allow deferrals and exemptions only as follows:~~

~~i. Some types of development applications do not contain a specific plan for development or authorize any actual development. Such applications shall not approve for concurrency compliance until a later stage of approvals where such impacts can be measured and then deducted from available capacity. The town may, however, evaluate probable con- currency impacts at these earlier stages as one factor in determining whether to approve such activities.~~

~~ii. Development applications will be exempted from the concurrency management system only if they will create zero or insignificant impacts on public facilities; any such exemptions shall be defined in the Land Development Code.~~

POLICY ~~11-C-3~~ CIE-1-C-3: CONCURRENCY APPLICATION - The Town's concurrency management system shall be administered in accordance with the remainder of the Land Development Code. The preparation of the annual concurrency assessment shall be the responsibility of the Town Manager, and all decisions resulting from that assessment shall be made directly by the Town Council.

OBJECTIVE ~~11-D~~ CIE-1-D: CAPITAL FINANCING POLICIES - Manage the fiscal resources of the town to ensure the equitable financing of needed public facilities and services.

POLICY ~~11-D-1~~ CIE-1-D-1: EXISTING DEVELOPMENT - Existing development shall be responsible for the costs of repairing and replacing existing public facilities and for capital improvements ~~needed to eliminate pre 1998 deficiencies~~. This responsibility shall be discharged through the payment of property taxes, utility fees, gas taxes, sales taxes, user fees, and taxes and fees.

POLICY ~~11-D-2~~ CIE-1-D-2: NEW DEVELOPMENT - New development and redevelopment shall bear a proportionate share of the cost of providing new or expanded public facilities and infrastructure required to maintain service levels through payment of impact fees, connection fees, site-related developer dedications, developer contributions, and other lawfully imposed charges.

POLICY ~~11-D-3~~ CIE-1-D-3: IMPACT FEES - Impact fees for designated public facilities shall be set to capture a substantial proportion of the full and real cost of the designated facility and shall be reviewed and updated regularly.

POLICY ~~11-D-4~~ CIE-1-D-4: GENERAL FUND - The town will develop specific policies as to the use of general governmental revenues for capital purposes, such as setting aside each year a portion of ad valorem taxes or other general revenues (such as sales taxes, gas taxes, or utility service taxes) for capital improvements.

POLICY ~~11-D-5~~ CIE-1-D-5: GRANTS - The town will actively seek grants from federal, state, and other sources where available and when appropriate for capital facility construction. Consideration will be given to limitations and restrictions involved in such grants.

POLICY ~~11-D-6~~ CIE-1-D-6: INTERNAL CONSISTENCY - Amendments and updates to the CIP and this Capital Improvements Element shall continue to support the Future Land Use Element, be consistent with all other elements of the comprehensive plan, and where appropriate, be consistent with all other state and regional plan.

GOAL IGC-~~14~~: To efficiently coordinate plans, policies, and public services among the many public and private agencies that play important community roles.

OBJECTIVE IGC-~~A14-A~~: COORDINATION OF PLANS - Ensure coordination of this comprehensive plan with comprehensive plans of Lee County and the Lee County School Board, other units of local government providing services but not having regulatory authority over the use of land, and with regional and state plans.

POLICY IGC-~~14~~-A-1: The town will coordinate planning activities called for by this comprehensive plan with other local governments, the school board, other units of local government providing services but not having regulatory authority over the use of land, the regional planning council, and the state through informal coordination, working groups, workshops, joint meetings of governing boards, participation in coordinating organizations, special task forces, and by formal interlocal agreements as the need arises.

POLICY IGC-~~14~~-A-2: In the areas where the town's comprehensive plan addresses the subject matter of the State Comprehensive Plan in Chapter 187 F.S. and/or the ~~1995~~ 2002 Southwest Florida Strategic Regional Policy Plan, the town's plan has been designed to be compatible with and further these plans. Future amendments to this plan shall maintain this compatibility. The town will incorporate into the land development code appropriate regulations to further attain mutually held objectives.

POLICY IGC-~~14~~-A-3: Where conflicts with other entities cannot be resolved through discussion among those concerned or other means, the town shall consider resolution through interlocal agreements and/or the informal mediation process of the Southwest Florida Regional Planning Council.

POLICY IGC-~~14~~-A-4: Pursuant to the 1996 amendments to Chapter 163.3177 F.S., the town shall cooperate with the Lee County and other municipalities within the county, the Lee County School Board and any unit of local government providing services in the county in the following activities:

i. Developing principles and guidelines to be used in the accomplishment of coordination of the adopted comprehensive plans;

ii. Describing joint processes for collaborative planning and decision-making on population projections and public school siting, the location and extension of public facilities subject to concurrency, and siting facilities with countywide significance

The town will cooperate in establishing, by interlocal or other formal agreement executed by all affected entities, the joint processes described above, pursuant to the schedule to be established by the state land planning agency.

POLICY IGC-~~14~~-A-5: The town will coordinate with Lee County and the South Florida Water Management District to ~~insure~~ ensure that this Comprehensive Plan remains consistent with Lee County's Water Supply Facilities Work Plan ~~(last updated in July 2008)~~ and SFWMD's 2017 ~~2005–2006~~ Lower West Coast Water Supply Plan ~~Update (approved on July 12, 2006)~~. The town commits to updating this Comprehensive Plan in accordance with statutory timeframes~~, which in 2009 required this update within 18 months after SFWMD updates or amends its 2006 Lower West Coast Water Supply Plan Update~~.

OBJECTIVE IGC-B: COORDINATION OF SERVICES - Ensure coordination among relevant entities in establishing level-of-service standards for public facilities, providing for efficient delivery of services, monitoring progress toward goals, and constructing improvements.

POLICY IGC-~~14~~-B-1: Along Old San Carlos and Estero Boulevard, T~~t~~he town would like to see major power lines placed underground to protect the lines, to avoid interruptions to evacuation due to fallen lines, and to improve the visual experience for tourists and residents.

POLICY IGC-~~14~~-B-2: Level-of-service standards for public facilities, as specified in Policies 2-A through 2-D of the Capital Improvements Element, have been coordinated with the level-of-service standards of entities operating these facilities. Future amendments to these standards shall be similarly coordinated.

POLICY IGC-~~14~~-B-3: To foster coordination with special districts, the town shall review the annual public facilities report prepared by special districts pursuant to Section 189.415, F.S.

POLICY IGC-~~14~~-B-4: The Town Council shall appoint a committee ~~by 1999~~ to evaluate the relationship between the town and the three independent special districts and suggest whether efficiencies could be achieved through closer cooperation.

POLICY IGC-~~14~~-B-5: The town shall continue to cooperate with Lee County's process of monitoring for conflicts in level-of-service standards for public facilities, and shall help resolve any conflicts.

POLICY IGC-~~14~~-B-6: The town shall work closely with public and private service providers to coordinate expected utility improvements with roadway projects and/or become a party to the county's interlocal agreement with such entities.

POLICY IGC-~~14~~-B-7: The town shall seek a significant role in policy matters concerning Lee County Utilities' sewer service, based on the town's dual roles as a major user of this service and its location directly downstream of any effluent discharges into tidal waters.

OBJECTIVE IGC-~~14~~-C: COORDINATION OF NEW DEVELOPMENT - Work closely with Lee County in evaluating and addressing the effects of new development.

POLICY IGC-~~14~~-C-1: ~~During 1998, resolve the current~~ Resolve any ambiguity over the county's and town's roles in collecting and spending road impact fees.

POLICY IGC-~~14~~-C-2: In cooperation with Lee County, establish a process and enter into interlocal agreements as needed to address the following:

i. Impacts of proposed new development or re-development in Lee County outside the town's boundaries which may impact the town's levels of service, natural resource standards, evacuation times, or other significant impacts.

ii. Impacts, if any, of development proposed in the town's comprehensive plan upon development in the adjacent county area.

iii. Resolution of annexation issues that may arise.

iv. Implementation of joint planning areas and/or joint infrastructure service areas.

v. Procedure for notification and exchange of information regarding changes in land use or zoning and/or other issues potentially affecting the area adjacent to the town's boundaries.

POLICY IGC-C-3: The Town will work with Lee County to explore and implement a Community Redevelopment Agency agreement; value capture agreement, including tax increment financing (TIF); or other community framework as needed to encourage future development and recovery in Fort Myers Beach.

OBJECTIVE IGC-~~14~~-D: COORDINATION OF IMPLEMENTATION - Promote cooperative solutions to multi-jurisdictional problems and opportunities through active participation in coordinating entities, strengthening coordination mechanisms, leading by example (particularly through timely implementation of the policies of the town's comprehensive plan), and fostering community involvement in implementing this plan.

POLICY IGC-~~14~~-D-1: The town shall continue to participate actively in the Lee County Metropolitan Planning Organization and ~~intends to join~~ the Southwest Florida Regional Planning Council.

POLICY IGC-~~14~~-D-2: The town shall continue to participate in relevant coordinating entities sponsored by the regional planning council such as:

i. Southwest Florida Chief Administrative Officers

ii. Regional Harbor Board

iii. Estero Bay Agency on Bay Management

iv. Beach Restoration working group convened by WCIND, SWFRPC, and Lee County Coastal Advisory Council

v. Southwest Florida Issues Group of the Governor's Commission for a Sustainable South Florida

vi. Charlotte Harbor National Estuary Program

POLICY IGC-~~14~~-D-3: The town shall continue to foster close cooperation among WCIND, SFWMD, DEP, FGFWFC, DCA, other state and federal agencies as appropriate, Lee County, local task forces, non-profit organizations and volunteer groups to implement the policies of the town's comprehensive plan.

POLICY IGC-~~14~~-D-4: The town shall actively participate in efforts that promote the consistent and coordinated management of bays, estuaries, and harbors that fall under the jurisdiction of more than one local government through the entities described in Policies 5-D-1/2/3 and specifically by implementing Policy 5-F-1 of the Coastal Management Element initiating a cooperative planning process for Matanzas Pass and surrounding waterways by 1998.

POLICY IGC-~~14~~-D-5: The town shall coordinate implementation of the comprehensive plan with the programs and permitting requirements of all relevant regional, state, and federal agencies and shall support the regulatory and enforcement efforts of those agencies by requiring applicants for development orders to obtain approval from these other agencies prior to the city's authorizing commencement of development activities.

POLICY IGC-~~14~~-D-6: The town will continue cooperating with Lee County over appropriate long-term responsibilities, cost sharing, and the transition process for county-owned facilities within the jurisdictional boundaries of the town, formalizing resolution of these matters through interlocal agreements.

POLICY IGC-~~14~~-D-7: The town shall continue to coordinate informally with the Fort Myers Beach Elementary School and the Fort Myers Beach Library District to address mutual needs.

POLICY IGC-~~14~~-D-8: The town will exchange information with the Fort Myers Beach Fire Control District and solicit input from the fire district on development proposals.

POLICY IGC-~~14~~-D-9: The town will consider joining the Lee County Regional Water Supply Authority.

POLICY IGC-~~14~~-D-10: Should the need for a new permanent dredge spoil disposal site arise, the town will coordinate with Lee County and the West Coast Inland Navigational District and resolve conflicts between the town and a public agency seeking a dredge spoil disposal site through the Coastal Resources Interagency Management Committee's dispute resolution process.

GOAL PR-1: The Town of Fort Myers Beach will make decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

OBJECTIVE PR-1-A: The Town of Fort Myers Beach will respect judicially acknowledged and constitutionally protected private property rights.

POLICY PR-1-A-1: The Town of Fort Myers Beach will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

POLICY PR-1-A-2: The Town of Fort Myers Beach will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

POLICY PR-1-A-3: The Town of Fort Myers Beach will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

POLICYPR-1-A-4: The Town of Fort Myers Beach will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

MEMORANDUM

Date: July 23rd, 2024

To: Town of Fort Myers Beach Town Council & LPA

Via: Town of Fort Myers Beach Community Development Department

From: The Corradino Group

Subject: Response to "Objections, Recommendations & Comments" from "Expedited State Review" of Comprehensive Plan Amendments under Ordinance No. 24-10

This memo outlines the review process for the Town's Comprehensive Plan amendments transmitted to the Florida Department of Commerce under Ordinance No. 24-10. It includes responses to comments received from state agencies based on their review of the transmittal package.

1. **Local Planning Agency Review**:

   The Town's Local Planning Agency reviewed the proposed amendments during a public special meeting on March 14, 2024.

2. **Town Council Hearing and Approval**:

   A public hearing was held by the Town Council on May 6, 2024, where the first reading of Ordinance No. 24-10 was approved for transmittal of the proposed amendments.

3. **Transmittal Process**:

   After the first reading, the Town of Fort Myers Beach transmitted the proposed amendments along with supporting data and analyses to the Florida Department of Commerce and reviewing agencies, as required by 163.3184(3)(b)1, Florida Statutes. The transmittal occurred on May 17, 2024, under the State Expedited Review process.

4. **Reviewing Agencies**:

   The proposed Comprehensive Plan Amendment Package (CPAP) was sent concurrently to the following agencies for review and response:

   - Southwest Florida Regional Planning Council
   - Lee County, Florida
   - Florida Department of Environmental Protection (FDEP)
   - Florida Department of Transportation (FDOT)

- South Florida Water Management District (SFWMD)
- Florida Department of State
- Florida Department of Education

5. **Responses Received**:

   - **Florida Department of Environmental Protection**: No provisions of the CPAP were found that would result in adverse impacts to the state resources under the Department's jurisdiction.
   - **Florida Department of Transportation, District 1**: Provided technical assistance and determined that the amendments are not anticipated to have significant adverse impacts on state transportation resources or facilities.
   - **South Florida Water Management District**: No regionally significant water resource issues were identified; however, advisory comments were provided.

6. **Technical Comments**:

   Please refer to the attached table for responses to the technical comments received from the South Florida Water Management District and FDOT District 1.

Attachments

1. Table of responses to technical comments from SFWMD and FDOT District 1.
2. Updated elements: Community Design, Conservation, and Transportation.

TABLE OF RESPONSES TO COMMENTS

ORIGINAL TEXT	AGENCY	COMMENT	RESPONSE	UPDATES TO ORIGINAL TEXT
Community Design Element				
POLICY CD-1-A-1 MIX OF USES Provide a complementary mix of land uses with design characteristics that provide: i. Uses that meet the daily needs of residents ii. A variety of affordable housing types	FDOT	Pg. 1 **Mixed-Use:** In addition to supplying a mix of uses, please take into account the difference between multiple uses and 'mixed use', which is vertically mixing uses within one building. This also will help with congestion and is encouraged in urban, walkable areas.	In our context, mixed-use includes both horizontal and vertical integration of uses. This approach promotes flexibility, functionality, and walkability in various urban settings.	None
OBJECTIVE CD-1-D MASTER PLANNED DEVELOPMENT Provide mechanisms to incentivize master planning large parcels and land assemblies for mixed-use development.		Pg. 4 **Infill/Reuse:** Promote traditional scale incremental development through infill development with streamline[d] processes, waiver of fees, maximization of administrative variances and waivers, and normalization of by-right approvals. Consider density or other incentives to encourage infill development.	Currently, the Town is not considering promoting traditional scale incremental development through these specific measures.	None
OBJECTIVE CD-1-F STREET FRONTAGES AND PARKING LOTS Develop policies to limit parking lots fronting main streets in the Land Development Regulations.		Pg. 5 **Parking:** In addition to strategies list here in policies, consider: • Setting parking maximums instead of parking minimums, consider context-based parking requirements allowing for a better-match of parking supply and demand than use-based requirements. • Shared-parking agreements and provide language to developers to enter into agreements. • Establish policies for in-lieu parking fees and centralized parking allowing for developers to pay a fee instead of providing in-site parking and use the revenue to fund public parking facilities or multimodal transportation improvements. • Establish requirements for short-term and long-term bicycle parking based on use and proximity to shared use path. • Establish parking cash-out programs for municipal employees and incentives such as transit passes or electric bicycle rebates. • Explore Demand Based Pricing / Dynamic Pricing for lots.	Revision made to new policy CD1-F-5 to include clarification of parking supply definition. Additional recommendations will be explored during the development of the Transportation and Mobility Master Plan under policy T-17-H-3.	POLICY CD-1-F-5 PARKING SUPPLY Evaluate parking supply needs by conducting a parking supply study and determine parking solutions including shared parking, structured parking that meets the character of the Island and parking management practices like centralized parking and offsite parking for employees. For the purposes of this policy, parking supply shall mean vehicular, bicycle, and any future micromobility options.
POLICY CD-1-F-3 PARKING STANDARDS FOR NEW DEVELOPMENT IN MIXED-USE COMMERCIAL DISTRICTS Within the Mixed-Use Commercial Districts, new development shall locate and design off-street parking areas in a manner that does not detract from the character by providing standards in the Land Development Regulations, such as locating parking to rear of buildings, limiting curb cuts, and landscaping and façade requirements.		Pg. 5 **Parking Design:** Consider minimum widths for standard spaces as low as 8.5 ft. To discourage lots along Estero Blvd, adopt minimum front street to parking setbacks to encourage placement behind buildings.	This will be addressed in the updates to the Land Development Regulations.	None
OBJECTIVE CD-3-A COMPLETE STREETS AND BICYCLE INFRASTRUCTURE		Pg. 11 **Complete Streets:** Adopt a local roadway context classification system which defines what makes roadways 'complete' based on their context (including land use) and likely users and integrate into land developments regulations and comprehensive plan.	Noted, the Town will explore this approach during the development of the Transportation & Mobility Master Plan under policy T-17-H-3.	None

ORIGINAL TEXT	AGENCY	COMMENT	RESPONSE	UPDATES TO ORIGINAL TEXT
Provide for comfortable streets, street grid and interconnected paths that includes designated spaces for walking, biking, cars and transit that seamlessly connect to mixed-use commercial districts.				
POLICY CD-3-A-3 MAINTAIN PEDESTRIAN CIRCULATION Maintain the pedestrian circulation plan: i. Bayside sidewalk and streetscape improvements for Estero Boulevard within the Core area with underground utilities and improved sidewalks. ii. Sidewalks (5' wide minimum sidewalk) along all streets in the Core Area. iii. Bike path along Estero Boulevard utilizing Crescent Street to Third Street across to Old San Carlos and then connecting back to Estero Boulevard and north to Bowditch Point. iv. Old San Carlos as a pedestrian spine linking Times Square and the marina by implementing public sidewalks and major crosswalks designed to work in conjunction with arcades or plazas located on private property. v. A new public pedestrian plaza at the east of Old San Carlos. vi. New on-street parking and side- walk on the south side of Crescent Street. vii. Third and Fourth Streets with on-street parking and sidewalks on both sides of the street. Proposed improvements with the pedestrian, parking, mass transit, and traffic circulation concepts in the Transportation Element of this plan.		Pg. 11 **Multimodal Infrastructure Implementation:** FDOTs Highway Safety Grant Program Subgrants May be awarded to assist in addressing pedestrian and bicycle safety deficiencies. Adopt Transit Buffer Zones or Overlays for reduced parking requirements and enhances pedestrian and bike infrastructure contributions. This may be integrated with Transit Oriented Development district/overlay which allows for more intense development. Consider Pedestrian Overlay Districts with standards for widening sidewalks and enhancing streetscape, ground-floor retail, and active uses. These may also be called Pedestrian Priority Zones.	Noted. The Town will explore measures and policy to adopt that enhance pedestrian and bike infrastructure during the development of the Transportation & Mobility Master Plan under policy T-17-H-3.	None
Future Land Use	*Element*			
POLICY FLU-1-C-8 AUXILIARY DWELLING UNITS FOR COMMERCIAL PROPERTIES: The Town shall evaluate and provide for Land Development Codes that provide auxiliary dwelling units in existing commercial structures, while maintaining commercial uses on the ground floor. The Town shall explore density transfer of existing transient units in properties designated Commercial, to facilitate the development of auxiliary dwelling units on properties with a land use designation of Commercial.	FDOT	Pg. 18 **Accessory Dwelling Unit:** Explore codes from City of Tampa, City of DeLand, Clay County for Accessory Dwelling Unit policies.	The Town will explore these codes for potential updates to the Land Development Regulations.	None
	Transportation Element			

ORIGINAL TEXT	AGENCY	COMMENT	RESPONSE	UPDATES TO ORIGINAL TEXT
POLICY T-17-H-3 RESERVED TRANSPORTATION MASTER PLAN: The Town shall maintain and regularly update a Transportation Master Plan or a Transportation Design Standard/Manual, using context-sensitive approaches to enhance safety and improve multimodal infrastructure and connectivity for residents and businesses. The Master Plan/Design Standard will at minimum create a standard approach to the design of Estero Boulevard, including, but not limited to, considerations of sidewalk width, pedestrian crossings, pedestrian bridges, landscaping and barriers as appropriate, beachfront access locations, trolley/bus stops, bicycle facilities, and micromobility options. Any Master Plan for the Town will consider parking locations on and off-island, as well as the necessary transit improvements to alleviate single-occupant vehicle usage.	FDOT	Pg. 6 **Transportation Plan: C**onsider enhancing Plan into Mobility Plan which could direct funding Mobility Fees to go towards road improvements, transit services, pedestrian, and bike facilities (similar to what was mentioned for Transportation Plan). Florida municipalities have the authority to tailor these fees to support local objectives within the bounds established in Statute 163.31801.	Updates to the policy clarify that the master plan encompasses both transportation and mobility.	POLICY T-1~~7~~-H-3 ~~RESERVED~~ TRANSPORTATION & MOBILITY MASTER PLAN: The Town shall maintain and regularly update a Transportation & Mobility Master Plan or a Transportation & Mobility Design Standard/Manual, using context-sensitive approaches to enhance safety and improve multimodal infrastructure and connectivity for residents and businesses. The Master Plan/Design Standard will at minimum create a standard approach to the design of Estero Boulevard, including, but not limited to, considerations of sidewalk width, pedestrian crossings, pedestrian bridges, landscaping and barriers as appropriate, beachfront access locations, trolley/bus stops, bicycle facilities, and micromobility options. Any Master Plan for the Town will consider parking locations on and off-island, as well as the necessary transit improvements to alleviate single-occupant vehicle usage.
	Conservation Element			
	SFWMD	The Conservation goals, objectives, and policies are lacking in substantive conservation policies and strategies throughout. The District recommends the Town consider the following items to substantiate the Town's commitment to water conservation: Inclusion of indoor or outdoor water conservation programs in the Conservation goals, objectives, and policies.		None
POLICY CON 4-B-1: Conservation Programs Generally Increase education access and protection. The town will develop educational programming for allowing appropriate access, protecting natural resources, and documenting and reporting violations of laws and regulations.		Policy Con 4-B-1 states the town will develop educational programming and that they will support public educational programs that encourage water conservation practices but does not explain the specific water conservation programs or how these conservation programs might be implemented.	POLICY CON-5-A-4 has been updated to ensure the Town adheres to established guidelines and procedures for water conservation. The Town will support and disseminate educational resources on water conservation created by the County, the SFWMD, or the Town, making them available to the public in both digital and paper formats.	None changes to policy CON 4-B-1. Refer to policy CON-5-A-4 for updated text. POLICY CON-5-A-4: Water and Wastewater Management Incorporate into the land development code measures applicable to new development and redevelopment to encourages year-round landscape irrigation conservation measures, and water and wastewater management such as low-volume irrigation systems, ~~xeriscape~~ Florida Friendly landscaping techniques, potential hook-ups to re-use water systems, and use of other conservation and recycling techniques demands on groundwater. The Town shall regularly review and adopt any local guidelines established by the South Florida Water Management District or Lee County, which will aid the Town's to conserve water.

ORIGINAL TEXT	AGENCY	COMMENT	RESPONSE	UPDATES TO ORIGINAL TEXT
		The Town should consider developing a website page dedicated to Water Conservation, which provides information on the Town's conservation education and outreach program, as well as links to educational water conservation information throughout the state.	Noted.	None
		Include a description of how the Town has been implementing the District's Mandatory Year-Round Landscape Irrigation Conservation Measures, as detailed in Chapter 40E-24, Florida Administrative Code (F.A.C.), which restricts the times and number of days landscape irrigation is allowed.	Updates to the Land Development Regulations will include language to ensure consistency with the mandatory year-round landscape irrigation conservation measures outlined in Chapter 40E-24 of the Florida Administrative Code (F.A.C.).	None
POLICY CON-5-A-2: Purchasing Bulk Water The town will continue to purchase bulk water from Lee County Utilities in lieu of providing an independent supply of potable water. Lee County Utilities considers the Town of Fort Myers Beach to be part of its potable water service area and has demonstrated its ability to expand raw water supply and treatment facilities to meet anticipated growth consistent with the 2017 Lower West Coast Water Supply Plan Update prepared by the South Florida Water Management District.		Policy CON-5-A-2: References to the 2017 Lower West Coast (LWC) Water Supply Plan should be updated to be the 2022 LWC WSP throughout the comprehensive plan.	Corrected to "2022".	POLICY CON-5-A-2: Purchasing Bulk Water The town will continue to purchase bulk water from Lee County Utilities in lieu of providing an independent supply of potable water. Lee County Utilities considers the Town of Fort Myers Beach to be part of its potable water service area and has demonstrated its ability to expand raw water supply and treatment facilities to meet anticipated growth consistent with the ~~2017~~ 2022 Lower West Coast Water Supply Plan Update prepared by the South Florida Water Management District.
POLICY CON-5-A-4: Water and Wastewater Management Incorporate into the land development code measures applicable to new development and redevelopment to encourage water and wastewater management such as low-volume irrigation systems, xeriscape landscaping techniques, potential hook-ups to re-use water systems, and use of other conservation and recycling techniques demands on groundwater.		Policy CON-5-A-4: The term 'xeriscape landscaping techniques' is dated language that has been replaced by Florida-Friendly Landscaping. The District recommends that the Town update this language to reflect current Florida Statutes.	Updated the terminology to 'Florida-Friendly Landscaping' to align with current Florida Statutes. Additionally, we have included language to ensure that any established Lee County guidelines for water and wastewater management are incorporated and applied, ensuring consistency with the SFWMD and county's conservation efforts.	POLICY CON-5-A-4: Water and Wastewater Management Incorporate into the land development code measures applicable to new development and redevelopment to encourages year-round landscape irrigation conservation measures, and water and wastewater management such as low-volume irrigation systems, ~~xeriscape~~ Florida Friendly landscaping techniques, potential hook-ups to re-use water systems, and use of other conservation and recycling techniques demands on groundwater. The Town shall regularly review and adopt any local guidelines established by the South Florida Water Management District or Lee County, which will aid the Town's to conserve water.
		Fort Myers Beach is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the LWC Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the 2022 LWC Water Supply Plan Update in December 2022. Therefore, the Town's Work Plan needed to be updated and adopted by June 2024.	Noted.	None

UPDATED ELEMENTS

Town of FMB: Community Design Element

EXISTING		PROPOSED	
GOAL 1	To continually improve the appearance and functioning of transportation corridors, commercial areas, and links to natural and recreational areas.	GOAL CD-1	GROWTH AND DEVELOPMENT Accommodate growth while preserving the island's beachfront character by providing an alternative growth pattern that addresses traffic congestion, promotes a compatible mix of uses and encourages a variety of housing types and affordability to rejuvenate the existing fabric of the community and community character.
OBJECTIVE 1-A	ESTERO BOULEVARD — Improve the functioning and appearance of Estero Boulevard as the premier public space and primary circulation route of Fort Myers Beach.	OBJECTIVE CD-1-A	NEIGHBORHOOD SERVING COMMERCIAL CORES Identify mixed-use commercial districts throughout the island that provide neighborhood serving commercial uses and lifestyle retail around clusters of residential uses.
POLICY 1-A-1	Changes along Estero Boulevard should im- pose 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 CD-1-A-1	MIX OF USES Provide a complementary mix of land uses with design characteristics that provide: i. Uses that meet the daily needs of residents ii. A variety of affordable housing types
POLICY 1-A-2	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. Priorities should include positive impacts on: i. stimulating revitalization consistent with the town's overall vision in this comprehensive plan ii. completing pedestrian and bike path linkages from one end of the island to the other; iii. managing traffic flow; iv. improving pedestrian crossings; including push button (demand) lights; textured materials to emphasize crossings to drivers; and covered seating areas and other "oasis"	POLICY CD-1-A-2	CREATE THE TIMES SQUARE MIXED-USE DISTRICT. The Times Square Mixed-Use District is the main tourist/entertainment district which will accommodate the most growth in terms of height and density with a predominance of residential uses on the east side of Estero Boulevard and hotel lodging and commercial uses on the west side. It is the main gateway to the island. Entertainment and tourist supporting commercial uses should be clustered here to reduce the need to drive throughout the island and to encourage walking.

	amenities at trolley stops and beach accesses; v. lowering construction and maintenance costs from the original design; vi. correcting drainage problems; vii. coordinating with utility undergrounding; and viii. working within new and available sources of funds. After completing that plan, the town shall establish a phased schedule of capital improvements to complete this network.		
POLICY 1-A-3	In commercial and mixed-use areas, the town shall identify specific portions of Estero Boulevard where changes in land development regulations could work towards a more coherent "framing" of the Boulevard. New regulations should accomplish the following design goals over time through infill and redevelopment: i. bringing buildings closer to the side- walk; ii. encouraging or requiring compatible means of meeting the mandatory flood elevation requirements (for example; using dry-floodproofing techniques, or designs such as the old hardware store which is built close to the street with outside steps up, but with added steps up inside to reach the flood elevation); iii. locating most parking to the rear of buildings, limiting curb cuts, and promoting shared parking areas; iv. facilitating pedestrian and bicycle access and contributing to the interconnected- ness of the circulation system; v. adopting design guidelines that encourage architecture and urbanism along Estero Boulevard that contributes to the human scale and "beach cottage character" (such as the Huston Studio or Hussey tourist information center).	Policy CD-1-A-3	CREATE THE CIVIC CENTER MIXED-USE DISTRICT Civic Center Mixed-Use District is a commercial district with residential on the east side of Estero Boulevard and commercial on the west. A strong mixed-use core is envisioned on the east side of Estero Boulevard as a redevelopment site. The core will support a mix of housing options and neighborhood serving retail uses for the immediate residential cluster.
OBJECTIVE 1-B	OTHER PUBLIC SPACES — Beautify public spaces throughout the island.	POLICY CD-1-A-4	CREATE THE CENTER ISLAND MIXED-USE DISTRICT The Center Island Mixed-Use District will support the nearby marina uses and provide lifestyle retail uses like cafes with outdoor dining and neighborhood serving retail for the surrounding residential neighborhood.

POLICY 1-B-1	Create Estero Boulevard gateways or entry features at the south end near Big Carlos Pass and near the touchdown of the Matanzas Pass bridge.	POLICY CD-1-A-5	CREATE THE THEATRE & ARTS MIXED-USE DISTRICT The Theatre & Arts Mixed- Use District is envisioned with arts and theatre related uses like cafes, art galleries, art studios, and restaurants. Existing views to the water here should be preserved.
POLICY 1-B-2	Improve the appearance of the town throughout by landscaping public property and rights-of-way with native vegetation.	POLICY CD-1-A-6	CREATE THE SANTINI VILLAGE MIXED-USE DISTRICT Santini Village Mixed-Use District is the tallest and most dense district on the island with tourist supporting uses and commercial. It is also envisioned as a redevelopment opportunity with more entertainment, tourist and neighborhood commercial uses as the southern gateway to the island.
POLICY 1-B-3	Identify potential mechanisms to implement and maintain special amenities such as entry features, monuments, or other special land- scape projects.	OBJECTIVE CD-1-B	TRANSITION ZONES AND CONSERVATION DISTRICTS Create language to prevent commercial intrusion into the residential neighborhoods by providing transitions from commercial to residential uses. Use Conservation Districts to maintain the scale, massing and character of Fort Myers Beach and new construction.
POLICY 1-B-4	Monitor the effectiveness of the county's pro- gram for removing trash and debris from the beachfront and Bay accesses.	POLICY CD-1-B-1	TRANSITION ZONES New development on properties abutting single family homes and one and two story multi-family homes shall provide a building profile that matches the height of the abutting property as prescribed in the land development codes, to create an incremental transition in height.
POLICY 1-B-5	Develop a program for placing utilities underground that addresses both public and private sector development.	POLICY CD-1-B-2	CREATE CONSERVATION DISTRICTS Develop specific standards for the Conservation District. Use Conservation Districts to maintain the scale, massing and character of Fort Myers Beach and new construction. New buildings and additions should match the height and bulk of existing building form, with architectural treatments and building articulation that are consistent with the existing building vernacular.
POLICY 1-B-6	Conduct regular and adequate street cleaning (sweeping or vacuuming) throughout the town. Evaluate effective methods to keep streets and drainage systems clean despite the abundance of blown sand and the absence of curbs.	OBJECTIVE CD-1-C	Workforce Housing Through Density and Height Bonus
GOAL 2	To upgrade residential neighbor- hoods throughout Estero Island.	POLICY CD-1-C-1	Each of the mixed-use districts may provide for additional bonus height for developments that provide a workforce housing component.
OBJECTIVE 2-A	HIDDEN PATHS — Create an additional interconnected system of pedestrian and bicycle pathways throughout the island to improve mobility and promote community inter- action.	POLICY CD-1-C-2	The Town shall determine the minimum requirements for the workforce housing component as a policy in the land development regulations.

POLICY 2-A-1	The town should encourage a community- sponsored program to identify and build a system of existing and potential "hidden paths" parallel to but behind Estero Boulevard. A local foundation or community land trust could identify and acquire existing vacant lots or easements to gradually complete the network. These parcels could be transferred back to the town for long-term maintenance.	OBJECTIVE CD-1-D	MASTER PLANNED DEVELOPMENT Provide mechanisms to incentivize master planning large parcels and land assemblies for mixed-use development.
POLICY 2-A-2	The town shall adopt changes to the land development regulations to allow small portions of existing lots to become a part of the hidden-path network without diminishing future uses of those lots.	POLICY CD-1-D-1	The Town may consider and approve requests for Master Planned Developments. Assembled parcels that exceed four (4) acres can be master planned such that the applicant can propose new building scale, massing and uses from the underlying zoning.
POLICY 2-A-3	The town shall ensure coordination between efforts to develop this hidden-path network and its new streetscape plan for Estero Boulevard.	POLICY CD-1-D-2	Assembled parcels that exceed seven (7) acres must have a workforce housing and housing component to enjoy the benefits of changing the underlying zoning to be determined by the Town.
OBJECTIVE 2-B	SIDE STREETS — Encourage residents to achieve a higher ambition for their residential streets, improving their walkability, comfort, beauty, inter- connectedness, and safety.	POLICY CD-1-D-3	Assembled parcels that exceed seven (7) acres must provide a master plan for approval by the Town at a public hearing.
POLICY 2-B-1	The town strongly supports the planting of regularly spaced street trees in public rights- of-way on residential streets. The selection of specific trees shall be guided by public input and the following criteria: i. amount of shade provided, especially during the summer months; ii. the amount of water and other regular maintenance that will be required (such as types of leaves, fronds, and fruit); iii. potential damage from extensive root systems or other characteristics of spe- cific trees; iv. variety and beauty, including flowering characteristics; v. the potential for wildlife utilization; vi. a strong preference for native trees such as live oak, gumbo limbo, sea grape, cabbage palm, mastic, Jamaica dog- wood, mahogany, black olive, strangler fig, pigeon plum, and buttonwood; and vii. a prohibition on the use of invasive trees such as Australian pine, Brazilian pep- per, melaleuca, and Java plum.	OBJECTIVE CD-1-E	PRESERVING BUILDING SCALE BY ADAPTIVE REUSE OF EXISTING BUILDING STOCK Encourage conversions from vacation rentals and motels to condominiums to provide affordable housing options for Fort Myers Beach's workforce.

POLICY 2-B-2	The town should develop a residential streets program that provides guidelines and technical assistance to neighborhoods that wish to improve their public spaces as civic projects. The program could include the following elements: i. assistance in developing a workable approach on a street-by-street basis, consistent with the island-wide concept; ii. volunteer local arborists to provide specific advice and technical assistance; iii. assistance in preparing a planting plan for street trees; iv. financial assistance for planting street trees; v. a booklet describing the characteristics of desirable street trees for Fort Myers Beach; vi. a guidebook for tree planting, irrigation, and pruning methods; vii. a plan for short- and long-term maintenance of planted areas and street trees; viii. a current list of contact persons and a description of the process for requesting street repairs and maintenance and for reporting code violations; and ix. information on how to form a street lighting district.	POLICY CD-1-E-1	ADAPTIVE REUSE Encourage the adaptive reuse of existing structures located within mixed-use and commercial land use designations, particularly those that were originally established as motels or vacation rentals are over 50 years old, by providing incentives, such as relief in the Land Development Regulations, grants to facilitate retrofitting or rehabilitation, etc.
GOAL 3	To revitalize and improve specific transitional neighborhoods.	POLICY CD-1-E-2	INCENTIVES FOR ADAPTIVE REUSE Develop an incentives package in the Land Development Regulations that encourage adaptive reuse of motels and vacation rentals to convert to condominiums to maintain the historic character and development pattern over time.
OBJECTIVE 3-A	HEART OF THE ISLAND — Redevelop the School/Library/Bay Oaks area as the new “heart of the island.”	OBJECTIVE CD-1-F	STREET FRONTAGES AND PARKING LOTS Develop policies to limit parking lots fronting main streets in the Land Development Regulations.
POLICY 3-A-1	The complex of civic activities in the Bay Oaks area is a key community asset. Its access and significance would be enhanced by creating a main entryway; School Street could become a walkable palm-lined street of restored and infill cottages that announce the entry to this center of civic activity.	POLICY CD-1-F-1	RESTRICTING PARKING AS A PRIMARY USE ON ESTERO BOULEVARD Parking lots shall not be encouraged as a primary use on Estero Boulevard.
POLICY 3-A-2	A prominent civic structure benefits the com- munity most when its location serves the public conveniently and when its design helps shape the surrounding public spaces and provides a new and symbolic vista from other public places.	POLICY CD-1-F-2	RESTRICTING PARKING FRONTAGE LENGTH ON ESTERO BOULEVARD Parking lot frontages shall ideally be limited in size to one fourth the lot width on Estero Boulevard.

POLICY 3-A-3	If the town ever decides to build a Town Hall rather than renting office space, a new building, even if modest in size, should help complete a center of public activity and should be visually prominent as a showcase of urban design.	POLICY CD-1-F-3	PARKING STANDARDS FOR NEW DEVELOPMENT IN MIXED-USE COMMERCIAL DISTRICTS Within the Mixed-Use Commercial Districts, new development shall locate and design off-street parking areas in a manner that does not detract from the character by providing standards in the Land Development Regulations, such as locating parking to rear of buildings, limiting curb cuts, and landscaping and façade requirements.
POLICY 3 A-4	A "heart of the island" plan should be pre- pared to coordinate the public and private actions needed to fully implement this concept, including identifying the sequence of actions, responsibilities for implementation, and potential funding sources. Initial actions should include: i. develop a design concept consistent with the new streetscape plan for Estero Boulevard, identifying approximate costs, potential funding sources, and suggested phasing; ii. refine regulations that would allow a compatible mix of uses such as residential, live-work spaces such as studios or galleries, and small-scale specialty retail uses consistent with the historic theme, including eased setback and parking regulations to accommodate the unique needs of renovations of existing and move-on cottages; and iii. prepare architectural guidelines for cottage renovations and for infill development.	POLICY CD-1-F-4	PARKING STANDARDS IN TIMES SQUARE Improve the current parking situation near Times Square through the means outlined in the Transportation Element of this plan.
POLICY 3-A-5	Provide in the new Land Development Code a pre-approved option for the future redevelopment of the Red Coconut/Gulfview Colony properties consistent with the town's vision of traditional neighborhoods — neighbor-hoods that recreate a small-town feel; which are pedestrian and bicycle friendly with an internal circulation system that makes it possible to walk or bicycle to schools and services without always using Estero Boulevard; which retain the psychological connection and views to both the Bay and the beach; and which offer a variety of housing types and opportunity for mixed uses.	POLICY CD-1-F-5	PARKING SUPPLY Evaluate parking supply needs by conducting a parking supply study and determine parking solutions including shared parking, structured parking that meets the character of the Island and parking management practices like centralized parking and offsite parking for employees. For the purposes of this policy, parking supply shall mean vehicular, bicycle, and any future micromobility options.
POLICY 3-A-6	In accordance with Policies 4-E-1 and 4-F-2 of the Future Land Use Element, evaluate any alternative redevelopment concepts for any portion of the Gulfview Colony/ Red Coconut properties as to the following design principles:	OBJECTIVE CD-1-G	DESIGN STANDARDS FOR PRESERVING BEACHFRONT CHARACTER Develop building design standards to preserve and enhance the existing beachfront character.

	i. retains and/or creates water views through street layout, site design, and architectural design; ii. provides a variety of housing types rather than uniformity; iii. locates the more durable housing types and mix of uses along the Bay side of Estero Boulevard; iv. new streets create a highly connected network which includes mid-block paths or alleys; v. streets have sidewalks and street trees; vi. local streets are interconnected from Donora and Shell Mound through to the north.		
OBJECTIVE 3-B	NEAR-TOWN NEIGHBORHOODS — Revitalize older residential areas using traditional neighborhood techniques for renovations and infill.	POLICY CD-1-G-1	NEIGHBORHOODS AND MIXED-USE DISTRICTS Maintain design standards in the Land Development Regulations for neighborhoods and districts which protect and enhance their unique character through building setbacks, building footprint, massing and scale. These can be enhanced through Conservation District language to protect the Fort Myers Beach building vernacular and encourage adaptive reuse for motels and vacation rentals.
POLICY 3-B-1	The town shall prepare and adopt land development regulations to apply to the older "near-town neighborhoods" that will encourage renovations and compatible infill development, using the following types of techniques: i. modifying lot size, setback, and parking requirements where the current regulations hinder redevelopment; ii. adding design guidelines to encourage front porches, decks, and other elements from the cottage design tradition to help frame public spaces and define private areas; iii. modifying permitted uses to accommodate quiet home offices and possibly other mixed uses; iv. modifying current limitations on the number of guests and/or length of stays to protect residential areas from excessive intrusion by poorly regulated short- term rentals.	POLICY CD-1-G-2	ESTERO BOULEVARD Continue to make improvements to Estero Boulevard in terms of the eclectic character of building design with incentives in the Land Development Regulations.
OBJECTIVE 3-C	SANTINI "MAIN STREET" — Redevelop the Villa Santini Plaza and its environs as a "Main Street" town center for the south end of the island.	POLICY CD-1-G-3	GUIDELINES FOR BUILDING COMPATIBILITY WITH FLOOD REGULATIONS Encourage or require compatible means of meeting the mandatory flood elevation requirements (for example, using

			dry-floodproofing techniques, having maximum allowable floor to ceiling height that match adjacent structures especially for buildings that need to be elevated at grade level and using gradual inclines for grade changes on commercial properties.
POLICY 3-C-1	The town wishes to convert, over time, the existing Villa Santini Plaza and surrounding land from its current configuration of auto- oriented commercial uses. The desired plan would create a new "Main Street" shopping and civic center to serve residents of the south end of Estero Island and visitors to the state park on Black Island and Lovers Key (see Policy 4-F-2(ii) of the Future Land Use Element). To accomplish this goal, the town wishes to structure a public/private partner- ship agreement that provides for the following: i. outlines the public improvements necessary to implement the concept, and identifies the agencies and entities in- volved and their respective roles; ii. provides the town's design criteria to guide the preparation of the development plan by the property owners; and iii. sets forth the process for the partner- ship, identifies responsibilities, areas of commitment, timing and process, order of magnitude costs, fiscal impacts/bene- fits, and any reimbursements.	GOAL CD-2	COMMUNITY CHARACTER OF PUBLIC SPACES Improve the physical appearance of the island's public spaces, paths, streets and streetscape to achieve a unified small town character which balances the needs of both residents and tourists.
POLICY 3-C-2	The town shall adopt new development regulations for this area to bring about the desired redevelopment pattern in the Villa Santini area. Along the nearby section of Estero Boulevard, buildings being constructed or renovated shall extend closer to the street and provide front access to pedestrians and on-street parking. Internal site layouts shall be reconfigured to accommodate a central green/plaza area for overflow parking and a trolley transfer point generally consistent with the 1997 design concept pre- pared by Dover, Kohl & Partners.	OBJECTIVE CD-2-A	PUBLIC SPACES AND VIEWS TO THE WATER Use urban design standards to reinforce walkable streets, public and private spaces and a sense of community through the public realm.
OBJECTIVE 3-D	TIMES SQUARE — Stimulate the revitalization of the downtown core area (near Times Square) as the nucleus of commercial and tourist activities.	POLICY CD-2-A-2	OPEN SPACE AND LAND USE Beautify public spaces throughout the island and preserve and protect natural areas that serve and benefit the public.
POLICY 3-D-1	The town shall create a Downtown Redevelopment Agency to assist the Main Street pro- gram in revitalizing downtown as a lively, inviting, comfortable, and safe public environment.	POLICY CD-2-A-3	VIEW CORRIDORS Maintain existing public rights-of-way that provide view corridors to water bodies and, whenever possible, provide features such as benches, landscaping, and trash receptacles to enhance the areas as pocket parks, and

			develop a process and criteria for identifying specific scenic resources, view corridors, and vistas that should be preserved or enhanced as new development and redevelopment occurs.
POLICY 3-D-2	Downtown revitalization shall be based on the concepts in the Core Area Master Plan prepared for the Estero Island CRA Commit- tee in 1993-94, as refined during the continuing implementation of that plan. Those concepts are summarized in the following policies.	POLICY CD-2-A-4	ENTRY GATEWAYS Create Estero Boulevard gateways or entry features at the south end near Big Carlos Pass and near the touchdown of the Matanzas Pass bridge.
POLICY 3-D-3	Continue with sidewalk improvements: i. Standard sidewalk widths should be pro- vided by the public sector and/or private developers in each development project as it is implemented. Consider a program for private sidewalk reservation through dedication or easement, particularly along Old San Carlos. ii. Use selected materials in public rights- of- way and private property improvements adjacent to sidewalks, such as in plazas or building setbacks. iii. Provide special design treatment (e.g. continuation of sidewalk paving patterns) at major intersections of the primary pedestrian streets to create a visual link and distinguish the pedestrian surface from the vehicular right-of- way.	OBJECTIVE CD-2-B	STREETSCAPE Enhance the existing paths and sidewalks and streetscape to foster a more appealing environment for walking and biking.
POLICY 3-D-4	Implement the pedestrian circulation plan: i. Complete the Bay-side sidewalk and streetscape improvements for Estero Boulevard within the Core area with underground utilities and improved sidewalks. ii. Construct sidewalks (5' wide minimum sidewalk) along all streets in the Core Area. iii. Provide a bike path along Estero Boule- vard utilizing Crescent Street to Third Street across to Old San Carlos and then connecting back to Estero Boulevard and north to Bowditch Point. iv. Promote the function of Old San Carlos as a pedestrian spine linking Times Square and the marina by implementing public sidewalks and major crosswalks designed to work in	POLICY CD-2-B-1	COMMERCIAL STREETSCAPE Improve the appearance of the town throughout by developing land development regulations for landscaping public property and rights-of-way with native vegetation and ensuring sidewalks are six (6) feet wide in residential zones and up to twelve (12) feet wide in mixed-use commercial districts.

	conjunction with arcades or plazas located on private property. v. Work with the private sector to establish a site for a new public pedestrian plaza at the east of Old San Carlos. vi. Provide new on-street parking and side- walk on the south side of Crescent Street. vii. Reconfigure Third and Fourth Streets with on-street parking and sidewalks on both sides of the street. viii. Coordinate all proposed improvements with the pedestrian, parking, mass transit, and traffic circulation concepts in the Transportation Element of this plan.		
POLICY 3-D-5	Improve the current parking situation near Times Square through the means outlined in the Transportation Element of this plan. Suggestions from the Core Area Master Plan include: i. Implement parking management practices that create a positive experience for visitors and business operations. ii. Encourage the private sector to build and operate expanded parking areas, using public sector assistance if needed for land assembly and regulatory relief. iii. Expand the supply of shared on-street parking with 165 new parallel and angled spaces. iv. If the new supply of parking will be in-adequate and a parking garage must be built, appropriate locations would be to the rear of new storefronts facing Old San Carlos.	POLICY CD-2-B-2	LANDSCAPE FEATURES Identify potential mechanisms to implement and maintain special amenities such as entry features, monuments, or other special landscape projects through a formal landscape planning process.
POLICY 3-D-6	Design and construct streetscape improvements for Old San Carlos, Crescent Street, Center Street, and First through Fifth Street. These include on-street parking, new side- walks, buried utilities, and landscaping.	POLICY CD-2-B-3	STREET CROSSINGS Improve pedestrian crossings; including push button (demand) lights; textured materials to emphasize crossings to drivers; and covered seating areas and other “oasis” amenities at trolley stops and beach accesses that are consistent with the Manual of Uniform Traffic Control Devices and the Florida Design Manual as applicable.
POLICY 3-D-7	Continue to implement the stormwater management plan (an exfiltration system that integrates the existing storm sewer pipe system and inlets with exfiltration trenches un-der Estero Boulevard). Similar systems can be installed for private development under parking lots or open space.	POLICY CD-2-B-4	RESIDENTIAL STREETSCAPE Develop a landscape plan in the Land Development Regulations for residential streets. The plan should consider regularly spaced street trees in public rights-of-way on residential streets which provide adequate shade, color and

			interest, are low maintenance, with root systems that will not damage sidewalks, accommodate wildlife, are non-invasive.
POLICY 3-D-8	Provide technical assistance regarding dry flood proofing methods and design to individuals seeking to develop or improve their properties.	POLICY CD-2-B-5:	RESIDENTIAL STREET PROGRAM The town should develop a residential streets program to implement the landscape plan. The Program can provide: i. assistance in developing a workable approach on a street-by-street basis, consistent with the island-wide concept. ii. volunteer local arborists to provide specific advice and technical assistance. iii. financial assistance for planting trees. iv. a booklet describing the characteristics of desirable street trees for Fort Myers Beach. v. a guidebook for tree planting, irrigation, and pruning methods. vi. a plan for short- and long-term maintenance of planted areas and street trees.
POLICY 3-D-9	Enhance Lynn Hall Park with continuing beach renourishment, beach volleyball areas, and possibly a performance pavilion (in the southeast corner of the park next to Times Square). Include a pedestrian path linking the beach and the northern portion of Estero Boulevard.	GOAL CD-3	CONNECTIVITY AND MOBILITY TO REDUCE TRAFFIC IMPACTS Plan for interconnected streets and pedestrian paths that connect to mixed-use commercial districts to enhance mobility options.
		OBJECTIVE CD-3-A	COMPLETE STREETS AND BICYCLE INFRASTRUCTURE Provide for comfortable streets, street grid and interconnected paths that includes designated spaces for walking, biking, cars and transit that seamlessly connect to mixed-use commercial districts.
		POLICY CD-3-A-1	INTERCONNECTED PATHS Create an additional interconnected system of pedestrian and bicycle pathways throughout the island to improve mobility and promote community interaction that connects to mixed-use commercial districts behind Estero Boulevard.
		POLICY CD-3-A-2	STREET CONNECTIVITY Preserve, enhance, and provide connectivity for the downtown character and neighborhoods while fostering complete streets initiatives. Maintain and enhance the tightly gridded, interconnected street network that facilitates the dispersal of traffic and contributes to the character of Fort Myers Beach.
		POLICY CD-3-A-3	MAINTAIN PEDESTRIAN CIRCULATION

			Maintain the pedestrian circulation plan: i. Bayside sidewalk and streetscape improvements for Estero Boulevard within the Core area with underground utilities and improved sidewalks. ii. Sidewalks (5' wide minimum sidewalk) along all streets in the Core Area. iii. Bike path along Estero Boulevard utilizing Crescent Street to Third Street across to Old San Carlos and then connecting back to Estero Boulevard and north to Bowditch Point. iv. Old San Carlos as a pedestrian spine linking Times Square and the marina by implementing public sidewalks and major crosswalks designed to work in conjunction with arcades or plazas located on private property. v. A new public pedestrian plaza at the east of Old San Carlos. vi. New on-street parking and side- walk on the south side of Crescent Street. vii. Third and Fourth Streets with on-street parking and sidewalks on both sides of the street. viii. Proposed improvements with the pedestrian, parking, mass transit, and traffic circulation concepts in the Transportation Element of this plan.

CONSERVATION ELEMENT

GOAL CON-1 ~~6~~:
~~To protect the natural resources in and around the town from further damage and improve their future health and sustainability through regulations, education, enforcement, timely management, public improvements, and cooperation with other entities with similar goals.~~

Maintain and improve the Town of Fort Myers Beach's coastal resources with ongoing commitment through regulations, education, land acquisition and preservation, evaluation, programs, and for cooperation with the federal and county governments and related agencies.

OBJECTIVE CON 1~~-6~~-A: ESTUARIES AND BAYS
Improve the condition and function of estuaries and bays surrounding Estero Island, including their components such as seagrass meadows, tidal flats, soft bottoms, oyster bars, tidal creeks, and open water. Improve the viability of existing native coastal and upland habitats and establish additional areas for nature preserve and conservation uses to expand habitat areas and improve the conditions of estuaries and bays surrounding Estero Island.

POLICY CON 1~~-6~~-A-1: Protecting Marine Habitats/Resources:
~~Estuaries are the ecological transition between fresh and saltwater systems. They provide \extensive habitat for fish and WILDLIFE including the feeding, breeding, and nursery ground for most of the commercially important fish and shellfish and many species of local and migratory birds, while offering a broad array of recreational opportunities.~~ The Town of Fort Myers Beach will take all feasible steps to protect its marine and estuarine habitats and finfish/shellfish resources to ensure their long-term viability and productivity for scientific, commercial, sport, and recreational purposes. The town shall take a leadership role in enacting ordinances and facilitating resolution of jurisdictional problems.

The Town of Fort Myers Beach will take all feasible steps to protect its marine and estuarine habitats and finfish/shellfish resources to ensure their long-term viability with enacting ordinances and facilitating resolution will cooperation with other governmental agencies.

~~POLICY 6-A-2 The town will cooperate closely with other governmental agencies in formulating, monitoring, and enforcing regulations to protect the healthy functioning of the estuary, including but not limited to:~~

~~i. Marking existing channels crossing through seagrass beds to help boaters avoid damaging them (and their boats); ii.~~
(i). Establishing permitting criteria for activities within the Town's 1000-foot jurisdiction beyond Estero Island to protect seagrass beds, oyster bars, soft bottoms, and other benthic communities from damage from docks, boat ramps, navigation channels, etc. These criteria would be coordinated with other regulatory agencies to prevent damage and to ensure that every effort is

made to protect marine habitats ~~to locate these facilities away from valuable environmental resources. If permits are issued without concurrence from the town, the town may choose to withhold local building permits if a better location or technique could avoid damage to seagrass beds, oyster bars, or other sensitive benthic communities.~~

(ii) Controlling point and non-point sources of pollution including drainage, sewage pollution, and stormwater runoff.
(iii) Providing hardened shoreline stabilization such as seawalls;
iii. maintaining proper quality and timing of freshwater inputs.
(iv.) Protecting habitats from dredge-and-fill activities.
(v.) protecting sea grasses from “prop scarring” and excessive shading from docks; and protecting important uplands adjacent to wetlands.

~~POLICY 6-A-3 In cooperation with other jurisdictions, evaluate the effectiveness of existing regulations and enforcement techniques in preserving the bay and estuary system. Recommend and support such additional measures as necessary to ensure their sustainability, such:~~

~~i. Marking existing channels crossing through seagrass beds to help boaters avoid damaging them (and their boats);~~

~~ii. Establishing permitting criteria for activities within the town’s 1000-foot jurisdiction beyond Estero Island to protect seagrass beds, oyster bars, soft bottoms, and other benthic communities from damage from docks, boat ramps, navigation channels, etc. These criteria would be coordinated with other regulatory agencies to ensure that every effort is made to locate these facilities away from valuable environmental resources. If permits are issued without concurrence from the town, the town may choose to withhold local building permits if a better location or technique could avoid damage to seagrass beds, oyster bars, or other sensitive benthic communities.~~

~~POLICY 6-A-4 Encourage the organization of a local task force to coordinate and reconcile efforts of various organizations, governments, and businesses to promote long-term sustainability of the estuary. Potential perspectives include eco-tourism, water quality, habitat protection,~~
~~commercial and recreational uses, and economic development. The task force would promote cooperative activities, assess needs, and recommend methods of coordinating reporting and enforcement of violations. The task force would make recommendations to the town regarding issues such as:~~

~~i. Establishing restricted areas and other methods of controlling boat traffic in Estero Bay, particularly around rookery islands and seagrass beds.~~
~~ii. Locating a suitable launching point on the Gulf for use by personal watercraft to reduce traffic on the bay side.~~
~~iii. Adopting a ban on the commercial collection of live shells.~~
~~iv. Recommending capital projects to improve water quality.~~
~~v. Recommending regulations to protect local waters.~~

POLICY CON 1~~-6~~-A-5: Improve Water Quality:

Maintain or improve estuarine water quality ~~in accordance with policy sunder Objective 8 below.~~ and economic value of the water bodies surrounding the Town of Fort Myers Beach.

~~POLICY 6-A-6 Regularly examine activities that may be within the town's jurisdiction to determine whether more stringent regulations or other actions are needed to ensure the functioning and long-term viability of natural systems.~~

OBJECTIVE CON 1-6-B: COASTAL LANDS
Develop policies to improve and protect coastal lands.

POLICY ~~6-A-7~~ CON 1-B-1: PARTICIPATION IN EFFORT TO IMPROVE ESTERO BAY
Participate actively in the Agency on Bay Management, the Charlotte Harbor National Estuary Program, The Estero Bay Management Plan and other entities attempting to improve the environmental health of Estero Bay.

~~POLICY 6-A-8 CON 1-B-2: PURCHASE 16,000 ACRES FOR ESTERO BAY PRESERVE~~
~~Actively encourage the purchase of the full 16,000 mainland acres adjoining Estero Bay to become an expanded Estero Bay State Buffer Preserve.~~

~~OBJECTIVE 6-B WILDLIFE AND NATIVE HABITATS – Improve the viability of existing native coastal and upland habitats and establish additional areas for nature preserve and conservation uses.~~

~~POLICY 6-B-1 CONSERVATION PROGRAMS GENERALLY – The town will cooperate with local, state, and federal regulatory agencies in establishing and managing natural reserves, preserves, and critical wildlife areas. This cooperation will include increasing public awareness, allowing appropriate access, properly protecting natural resources, and documenting and reporting violations of laws and regulations.~~

~~POLICY 6-B-2 LITTLE ESTERO ISLAND CRITICAL WILDLIFE AREA – In cooperation with state agencies, the town will aid in the stewardship of the Little Estero Island Critical Wildlife Area through activities such as:~~

~~i. Prohibit commercial activities within the defined boundaries of Little Estero Island.~~
~~ii. Support legislative measures as necessary to protect the long-term future of the preserve.~~
~~iii. Inform residents and visitors of the uniqueness and fragility of the island's habitats and identify funding for measures such as designating pedestrian trails and dune walkovers, adding information and interpretive signs, producing educational brochures, and conducting seminars to encourage proper use.~~
~~iv. Sponsor a volunteer task force to work with the Florida Game and Fish Water Fish Commission to oversee the daily stewardship of Little Estero Island through activities such as:~~
~~• Identify potentially destructive practices (such as mowing or raking on the shoreline, litter, boat traffic, low flying airplanes, disturbances from vehicles and dogs, etc.) and determine appropriate methods to address them.~~
~~• Inform residents and visitors of the uniqueness and fragility of the island's habitats; plant shoreline vegetation to replace vegetation damaged by visitors or other unnatural causes;~~

~~place and maintain interpretive signs; produce educational brochures; and conduct seminars to encourage proper use.~~
~~• Promote voluntary enforcement and possible citizen "volunteer patrols" to educate residents and visitors of the rules of the island and why they are needed.~~
~~• Develop guidelines to protect the fragile environment of the preserve and, where appropriate, urge their adoption as land development regulations or part of the town's code of ordinances~~.

POLICY ~~6-B-9~~ CON 1-B-3: Acquisition of Additional Sites:
The town will strive to expand the opportunities for conservation and public appreciation of natural resources through acquisition of additional areas with rare or unique ecological or botanical features, or which provide access to such areas, through activities such as the following:

i. Identify specific sites that would be desirable for public acquisition.
ii. Support the efforts of other entities acquiring land that will contribute to the conservation effort (~~for example, aquatic preserve buffer areas, Bunche Beach, etc.~~)
iii. Consider alternative means of land acquisition, such as supporting the efforts of nonprofit conservation land trust or acquiring development rights in lieu of full acquisition.
iv. Accept donations of land for nature preserves or other resource conservation areas with the following general conditions: if such lands contain ecologically valuable habitat and/or if public ownership of such lands would expand existing or provide increased preservation or resource conservation areas.
v. When acquiring property, determine the best entity to be responsible to implement a long-range management plan.

POLICY CON 1-~~6~~-B-4: Matanzas Pass Preserve:
Prepare for the transition of the long-term maintenance responsibility of the Matanzas Pass Preserve from Lee County to a partnership among the county, the town, and a local non-profit organization such as the Friends of the Matanzas Pass Preserve.

~~i. Reinforce and support the efforts of the non-profit organization to expand the voluntary community-based portion of the operation and maintenance of the preserve. Assist their efforts to implement the restoration plan (which includes site preparation, revegetation, and long-term management) and future improvements including new foot trails, repairing and extending boardwalks, providing a canoe/kayak access point, and adding a fishing pier/observation deck. This assistance may take the form of seeking grant funds, lending technical assistance, providing equipment (either directly or through leases with the county), or partial funding.~~
~~ii. Negotiate an agreement with the county that assigns responsibilities for the long term~~
~~maintenance, restoration, and improvement of the preserve, that reflects its status as both a county-wide and local amenity and its importance as natural habitat.~~

POLICY CON 1-~~6~~-B-5: Upland Habitat:
Preserve all remaining coastal strand and hammocks and improve the existing habitat through removal infestations of exotic plants and replanting with native species. ~~When these habitats are in private ownership.~~

~~i. Land uses must not result in the degradation of the values and functions of adjoining and nearby wetlands.~~
~~ii. Beaches seaward of the 1978 Coastal Construction Control Line are designated on the Future Land Use Map as "Recreation" to preclude their use for further urban development.~~
~~iii. Known remaining coastal hammocks are designated on the Future Land Use Map as~~
~~"Recreation" to preclude their use for further urban development.~~

OBJECTIVE CON 1-C: PROTECTING RESOURCES FROM NON-DEVELOPMENT ACTIVITIES

Develop policies to protect natural resources form non-development activities.

POLICY CON 1-C -1: Wetlands Improvements

Structures or facilities that will improve the functional value of wetlands or provide "no-impact" use for observation, education, research, or passage shall include such structures as public boardwalks, observation decks, or launching areas for non-motorized watercraft shall be conditionally permitted, as appropriate, in the land development regulations.

In accordance with Florida Statutes, the Town will not undertake an independent review of the impacts to wetlands resulting from development in wetlands that is specifically authorized by a state Environmental Resource Permit or exemption. However, no development approval shall be issued by the Town for any project which impacts wetland resources until all requisite permits from other agencies have been obtained and provided to the Town. All conditions placed on such permits shall be incorporated into the final development approval issues by the Town. Violations of such conditions shall be prosecuted through the Town's code enforcement procedures.

POLICY CON 1-C 2: Prohibitions On Excavation and Mining

Commercial excavation and mining activities are prohibited in the Town of Fort Myers Beach due to potentially detrimental effects to groundwater, surface water, wildlife habitats, and surrounding land uses and values.

POLICY CON 1-C-3: Offshore Gas and Oil Exploration

The Town of Fort Myers Beach opposes offshore gas and oil exploration and excavation activities which may be reasonably expected to threaten the quality of coastal beaches and estuarine ecosystems; or would place oil- or gas-related facilities on coastal beaches, islands, or wetlands; or would require the placement of oil or gas storage facilities on the island.

POLICY CON 1-C -4: Dredging Tidal Canals

The dredging of additional tidal canals is prohibited.

POLICY CON 1-C -5: Water and Sewer Connections and Septic Tanks

The Town shall require connection to central water and sewer systems. No permits shall be issued for new septic tanks within the Town of Fort Myers Beach.

GOAL CON 2: HEALTHY WILDLIFE HABITAT:

OBJECTIVE CON 2-A: PROTECTED SPECIES
The Town of Fort Myers Beach will protect and ensure the management of designated protected species in cooperation with local, state, and federal agencies.

POLICY CON 2-A-1: Additional Protections:
The Town shall assist in the application of state and federal regulations regarding listed species through activities such as:

i. Prohibit unmitigated development in and around areas designated as habitats, nesting areas, or feeding sites for wildlife listed as endangered or threatened.
ii. Provide information regarding listed species on properties undergoing development review.
iii. Withhold development approval until such time as all applicable state and federal permits pertaining to such species have been obtained and copies provided to the town.
]v. Cooperate with Lee County and other agencies in the establishment of mitigation parks and banks to allow this form of mitigation for local impacts to listed wildlife species and native communities.
vi. Support public education on the value of wildlife, native communities, and other natural resources through such means as brochures, newspaper articles, public presentations and workshops, and the placement of interpretive displays and development of observation trails at appropriate park sites.
vii. Encourage and provide technical assistance to volunteer and non-profit organizations such as Turtle Time, Estero Bay Foundation, Estero Bay Buddies, and the Friends of the Matanzas Pass Preserve in their conservation efforts.

POLICY CON 2-A-2: Bald Eagles:

Maintain Lee County's ordinance protecting bald eagle nesting habitat in case bald eagles begin nesting on Estero Island, and urge adherence during development activities to "Habitat Management Guidelines for the Bald Eagle in the Southern Region" prepared by the U.S. Fish and WILDLIFE Service which recommends a primary protection zone with a radius of 750 to 1500 feet around active nests in which no development should occur, and a secondary zone an additional 750 feet to a mile from the outer edge of the primary zone to remain undisturbed during the nesting seasons.

POLICY CON 2-A-3: Manatees:
Recognizing that the waters of the Town provide important habitat for the endangered West Indian manatee, the Town will cooperate with local, state, and federal agencies in the establishment of manatee protection programs, including designation, marking, enforcement of slow-speed manatee protection areas and restriction of activities known to adversely affect manatees. The Town waters or portions of Town waters, as properly marked and permitted through the Florida

Fish and Wildlife Conservation Commission, are hereby established as all year slow speed manatee protection zones:

i. All waters of Matanzas Pass and Estero Bay east of a line that bears 360° from the northernmost tip (approximate latitude 26°27'56" North, approximate longitude 81°58'04"West) of Estero Island, and west and southwest of a line 1,000 feet east and northeast of and parallel to the general contour of the east and northeastern shorelines of Estero Island, and west of a line beginning at a point (approximate latitude 26°24'34" North, approximate longitude 81°53'03" West) on the eastern shoreline of Estero Island and bearing 36° to a point (approximate latitude 26°24'40" North, approximate longitude 81°53'00" West) on the southern shoreline of Coon Key, but excluding the portions of the marked North-South channel in northern Estero Bay from Green Channel Marker "37" (approximate latitude 26°26'02" North, approximate longitude 81°54'29" West) to Green Channel Marker "57" (approximate latitude 26°25'08" North, approximate longitude 81°53'29" West).

ii. All waters of Buccaneer Lagoon at the southern end of Estero Island.

POLICY CON 2-A-4: Gopher Tortoises:
The town's policy is to protect gopher tortoise burrows wherever they are found. If unavoidable conflicts make on-site protection infeasible, then off-site mitigation may be provided in accordance with FGFWFC requirements.

POLICY CON 2-A-5: Sea Turtles:
To protect nesting and hatchling sea turtle on the beaches in the Town of Fort Myers Beach ("Town") by ensuring that their nesting habitat is not degraded by artificial light. The objective is to ensure artificial light does not interfere with sea turtle nesting and hatching events through the appropriate design and implementation of coastal lighting systems. In order to further the objective of full implementation, this article also includes provisions designed to educate residents and beach users in the town on the benefits of appropriate coastal lighting and provides for weekly inspections to ensure compliance with the acceptable lighting standards.

GOAL CON 3: GUIDELINES FOR NEW DEVELOPMENT
Development adjacent to aquatic and other nature preserves, wildlife refuges, and recreation areas shall protect the natural character and public benefit of these areas including, but not limited to, scenic values for the benefit of future generations.

OBJECTIVE CON 3-A: WETLANDS PROTECTION
Protect wetlands from development activities.

POLICY CON 3-A-1: Wetlands Definition:
Wetlands include tidal marshes, salt flats, and mangrove swamps that provide valuable habitat, buffering from storms, shoreline stabilization, and production of food for estuarine and coastal waters. The town will cooperate with state and agencies in the formulation, monitoring, and enforcement of regulations restricting activities that contribute to the destruction of wetlands and/or of the

adjacent upland communities that cleanse stormwater inflows. Such potentially destructive activities include construction fill that encroaches on edges of canals and bay waters, dredging of boat basins and channels, use of seawalls, rip rap, and other similar forms of shoreline stabilization, ditching for mosquito control, and any filling or removal of mangrove systems.

POLICY CON 3-A-2: Wetland Boundaries
The Future Land Use Map provides a close approximation of wetland boundaries. Wetland regulations in this plan and in the land development regulations include all wetlands, even in not specifically shown on the Future Land Use Map, that are identified as wetlands in accordance per Florida Statute "Through the use of the unified state delineation methodology described, as ratified and amended by Florida Statue. If the Future Land Use Map is incorrect due to a clear factual error, an administrative process is contained to establish the precise boundary of any wetland.

OBJECTIVE CON 3-B: Protecting Dunes
Protect, maintain and improve dunes and beaches as recreation areas, valuable habitat, protection from storms, and areas of high scenic and aesthetic value. ~~The effect of the town's efforts may be a noticeable transition from today's manicured and compacted beach towards a naturally appearing and functioning beach. This transition will be accomplished through education, regulation, and assistance in physical restoration activities.~~

POLICY CON 3-B-1: Dune Walkover Structures
For any beachfront development approved after the adoption of this plan and for all public beach areas within the town, state-approved dune walk-over structures shall be required at appropriate crossing points. These same structures are also encouraged wherever pedestrians will be crossing dune areas. Minor structures includes, but is not limited to, pile- supported elevated dune and beach walkover structures; beach access ramps and walkways; stairways; pile-supported elevated viewing platforms

POLICY CON 3-B-2: Additional Protections for Dunes and Beaches
The following activities are prohibited to protect dunes and beaches:

i. Removal of dune vegetation and stabilization of submerged and exposed beach by artificial means other than replenishment with compatible sand.

ii. Excavation or destructive alteration of beach and dune systems. (Minimal disturbance necessary to accomplish approved beach restoration or renourishment activities or construct dune crossovers is allowable)

i. Plant appropriate vegetation such as sea oats wherever sand dunes have been destroyed.

ii. Undertake a management and maintenance program to control invasive exotic vegetation.

iii. Removal of dune vegetation and stabilization of submerged and exposed beach by artificial means other than replenishment with compatible sand.

iv. Excavation or destructive alteration of beach and dune systems. (Minimal disturbance necessary to accomplish approved beach

restoration or renourishment activities or construct dune crossovers is allowable.)

POLICY CON 3-B-3: Sea Turtle Nests
All coastal construction projects, including beach restoration and renourishment, shall protect sea turtle nesting areas by limiting construction in dune and beach areas to non-nesting periods (except under emergency conditions). In historic shorebird nesting areas, construction must be completed prior to shorebird nesting. Protection zones shall be marked around sea turtle nests and shorebird nesting areas to ensure that construction activities landward of the dune and beach system are limited to the actual construction site.

POLICY CON 3-B-4: 50ft Buffer Between Structures
The town will promote the restoration of beach and dune systems to require that lots and parcels created after the adoption of this plan shall be of sufficient size and dimension to ensure a 50-foot buffer between any structures (except dune cross- overs) and the landward edge of the primary dune. This buffer shall remain in its natural state except for the minimum disturbance necessary to accommodate dune crossovers.

POLICY CON 3-B-5: Coastal Construction Line
Any construction activity seaward of the Coastal Construction Control Line not specifically approved by the DEP. Construction of artificial shoreline hardening structures is prohibited except for the emergency use of such structures constructed in compliance the Florida Statute

GOAL CON 4: MONITORING AND EDUCATION
Wetlands and the surrounding natural habitats will be protected, conserved, and monitored.

OBJECTIVE CON 4-A: Monitoring Natural Resources
Develop policies to monitor Fort Meyers Beach's natural resources.

POLICY CON 4-A-1: Evaluating Existing Regulations and Enforcement
In cooperation with other jurisdictions, evaluate the effectiveness of existing regulations and enforcement techniques in preserving the bay and estuary system.

POLICY CON 4-A-2: Monitor Water Quality
In cooperation with Lee County and other agencies, encourage continued water quality monitoring and identify sources of non-point water pollution, especially those found to be occurring from within the town. Develop a program to reduce or eliminate those pollution sources that may include education, regulation, and incentives, and follow-up enforcement.

POLICY CON 4-A-3: Surface Water Contamination
The Town shall comply the requirements of the National Pollutant Discharge Elimination System by prohibiting the discharge of runoff, wastewater, or other potential sources of contamination into surface waters which results in the degradation of the quality of the receiving water body below the applicable standards.

POLICY CON 4-A-4: Soil Erosion
Conserve and protect soils to reduce water and air pollution from wind and water erosion.

POLICY: CON 4-A-5: Monitoring Native Soil and Prevent Erosion
The Town shall implement the following measures to ensure conservation of native soils and prevention of erosion and its polluting impacts:

i. To reduce airborne pollutants and protect tidal waters from dust caused by wind
erosion, adopt requirements for protecting cleared land during construction.

ii. Land clearing prior to issuance of a building permit or development order.

iii. An erosion control plan shall be submitted and approved by the town prior to the issuance of a development order. Such plan shall reference the property's topography, vegetation, and hydrology and utilize the best management practices such as the use of staked hay bales or filter cloth between the development site and adjacent swales, surface waters, or wetlands; sodding, seeding, or mulching immediately after final grading; and maintenance of vegetation following development activities in order to reduce the erosion by wind or water.

POLICY CON 4-A-6: Native Soils
The town shall implement the following measures to ensure conservation of native soils and prevention of erosion and its polluting impacts:

i. To reduce airborne pollutants and protect tidal waters
and adhere to the requirements for protecting cleared land during construction.

ii. An erosion control plan shall be submitted and approved by the town prior to the issuance of a development order and be in compliance with Fort Myers Beach code of ordinances and compliance with NPDES erosion control standards

POLICY CON 4-A-7: Air Quality
Continue to meet or exceed federal air quality standards based on monitoring results from state agencies.

POLICY CON 4-A-8: Information Sharing
Share information, data, and maps with other entities involved with conservation land acquisition and management through measures such as:

i. Cooperating with Lee County in the following activities:

- Maintaining a central clearinghouse for environmental studies and recommendations from public and private information sources. Compiling, maintaining, and regularly updating vegetation mapping, listed species, data regarding their habitat, and water resources data.
- Updating the Lee County Habitat Inventory Map using the county's Geographic Information System.

ii. Cooperate with Lee County and FGFWFC in maintaining an inventory of all native communities and natural habitats to aid in land-use decision-making, development approvals, and ranking of potential acquisitions

iii. Recommend and evaluate such additional measures as necessary to ensure their enforcement techniques in preserving the bay and estuary systems as described per Florida Statute: Florida Legislature has declared as "aquatic preserves" certain submerged lands and associated waters that are of "exceptional biological, aesthetic, and scientific value." These preserves are "set aside forever… for the benefit of future generations". Develop a clear approach for evaluating existing regulations and its ongoing enforcement for preserving the bay and estuary system.

OBJECTIVE CON 4-B-: EDUCATION:

POLICY CON 4-B-1: Conservation Programs Generally
Increase education access and protection. The town will develop educational programming for allowing appropriate access, protecting natural resources, and documenting and reporting violations of laws and regulations.

POLICY CON 4-B-2: Little Estero Island Critical Wildlife Area
In cooperation with state agencies, the town will aid in the stewardship of the Little Estero Island Critical WILDLIFE Area through activities such as:

i. Prohibit commercial activities within the defined boundaries of Little Estero Island.

ii. Support legislative measures as necessary to protect the long-term future of the preserve.

iii. Inform residents and visitors of the uniqueness and fragility of the island's habitats and identify funding for measures such as designating pedestrian trails and dune walkovers, adding information and interpretive signs, producing educational brochures, and conducting seminars to encourage proper use.

iv. Sponsor a volunteer task force to work with the Florida Game and Fish Water Fish Commission to oversee the daily stewardship of Little Estero Island through activities such as:

- Identify potentially destructive practices (such as mowing or raking on the shoreline, litter, boat traffic, low flying airplanes, disturbances from vehicles and dogs, etc.) and determine appropriate methods to address them.
- Inform residents and visitors of the uniqueness and fragility of the island's habitats; plant shoreline vegetation to replace vegetation damaged by visitors or other unnatural causes; place and maintain interpretive signs; produce educational brochures; and conduct seminars to encourage proper use.
- Develop guidelines to protect the fragile environment of the preserve and, where appropriate, urge their adoption as land development regulations or part of the town's code of ordinances.

POLICY CON 4-B-3: Task Force Element

Create a local task force to coordinate and reconcile efforts of various organizations, governments, and businesses to promote long- term sustainability of the estuary. The task force would make recommendations to the town regarding issues such as:

i. Establishing restricted areas and other methods of controlling boat traffic in Estero Bay, particularly around rookery islands and seagrass beds.

ii. Locating a suitable launching point on the Gulf for use by personal watercraft to reduce traffic on the bay side.

iii. Adopting a ban on the commercial collection of live shells.

iv. Recommending capital projects to improve water quality.

v. Recommending regulations to protect local wate

GOAL CON-5: WATER SUPPLY
Protect the water supply.

OBJECTIVE CON-5-A: Water Supply
The City shall protect, monitor, and address issues to ensure quality and quantity of water supply and ensure continued supplies of drinking water of sufficient quantity and quality to meet the projected demands of all consumers and the environment.

POLICY CON-5-A-1: Water Conservation
The town will cooperate with emergency water conservation measures of the South Florida Water Management District.

POLICY CON-5-A-2: Purchasing Bulk Water
The town will continue to purchase bulk water from Lee County Utilities in lieu of providing an independent supply of potable water. Lee County Utilities considers the Town of Fort Myers Beach to be part of its potable water service area and has demonstrated its ability to expand raw water supply and treatment facilities to meet anticipated growth consistent with the 2022 Lower West Coast Water Supply Plan Update prepared by the South Florida Water Management District.

POLICY CON-5-A-3: Water Quality New Development
Maintain or improve estuarine water quality by requiring new development or redevelopment to meet the following standards:

i. Development shall not degrade the estuarine quality of Estero Bay below those standards established by the state for Class II Outstanding Florida Waters.

ii. Development shall not degrade surface or ground water quality below state standards established in Chapter 62-302 FAC for surface water; Chapter 52-520, for ground water; and Chapter 10D-6 for bathing places.

POLICY CON-5-A-4: Water and Wastewater Management
Incorporate into the land development code measures applicable to new development and redevelopment to encourages year-round landscape irrigation conservation measures, and water and wastewater management such as low-volume irrigation systems, xeriscape landscaping techniques, potential hook-ups to re-use water systems, and use of other conservation and recycling techniques

demands on groundwater. The Town shall regularly review and adopt any local guidelines established by the South Florida Water Management District or Lee County, which will aid the Town's efforts to conserve water.

Goal CON-6: Solid Waste

The Town will support solid waste management and disaster planning which protects the environment and promotes public health. The Town aspires to support conservation and local sustainability and resiliency efforts by ensuring that solid waste collection needs of the Town are reduced over time through actions that reduce the solid waste generation rate through recycling, yard waste reuse, and education.

Objective CON-6-A: Waste Management to Support Sustainability and Conservation

The Town shall ensure the regular collection, management, and maintenance of solid waste to protect the environment and public health.

Policy CON-6-A-1: The Town shall ensure the collection and management of residential, multifamily and commercial solid waste through municipal, contracted or Town-licensed haulers, and ensure the adequate management of waste streams.

Policy CON-6-A-2: The Town will provide receptacles and solid waste collection services, including recycling, on Town properties and in public places as appropriate.

Policy CON-6-A-3: The Town shall incorporate recycling programs with the goal of achieving 75% recycling of all waste in municipal buildings and offices by 2030.

Policy CON-6-A-4: The Town shall promote, endorse, and implement education and outreach programs on waste conservation, management, and diversion, including, as applicable, the promotion of recycling, beneficial reuse of yard waste, reuse and diversions.

Policy CON-6-A-5: The Town shall conduct regular maintenance and code enforcement to mitigate and abate solid waste impacts from disasters, including, but not limited to regular tree canopy trimming and storm preparation of public property.

Policy CON-6-A-6: The City will incorporate debris removal and management as a component of standard operating procedures for pre-disaster planning and post-disaster recovery efforts.

OBJECTIVE CON-6-B: Waste Reduction

The Town shall promote waste reduction to support a sustainable community.

Policy CON-6-B-1: Eliminating Plastics and Polystyrene

The Town shall consider the elimination of use of single use plastics and polystyrene by the Town, licensees operating on Town property, and users of Town facilities and at permitted events on Town property.

Policy CON-6-B-2: Construction Waste

The Town shall strive to divert municipal construction and demolition waste as feasible.

Policy CON-6-B-3: Residential Composting
The Town shall assess the feasibility of implementing a residential composting program.

Policy CON-6-B-4: Commercial Waste
The Town shall encourage commercial waste reduction through policies or incentives, including Zero Waste programs.

Objective CON-6-C: Hazardous Waste

The Town shall coordinate with the appropriate entities ensure hazardous wastes are handled, collected, transported, stored, disposed of, and recycled in a manner that protects human health, safety, and the environment.

Policy CON-6-C-1: The Town shall support programs which aims to regulate small generators of hazardous wastes and reduce the volume produced in the Town.

Policy CON-6-C-2: The Town, in conjunction with Lee County and neighboring local governments, shall perform public outreach to inform residents of effective methods to minimize the use of, safely store, dispose of, and recycle hazardous waste products such as oils, solvents, and paints.

Policy CON-6-C-3: The Town shall encourage residents to deposit household hazardous waste at the appropriate collection centers.

~~POLICY 6-B-5 ADJACENT DEVELOPMENT – Development adjacent to aquatic and other nature preserves, wildlife refuges, and recreation areas shall protect the natural character and public benefit of these areas including, but not limited to, scenic values for the benefit of future generations.~~

~~POLICY 6-B-6 RESOURCE MANAGEMENT PLANS – The town will participate with other agencies in preparing and implementing water management plans such as the Charlotte Harbor Management Plan, Surface Water Improvement and Management (SWIM) plans, Estero Bay Aquatic Preserve Management Plans, and similar efforts. The town will reevaluate its policies for protecting and enhancing natural resources upon a review of newly adopted or revised plan by other agencies.~~

~~POLICY 6-B-7 INVASIVE EXOTIC PLANTS – Invasive exotic plants may not be used to meet landscaping requirements for new development. Prohibited species shall be identified in the land development regulations.~~

~~POLICY 6-B-8 SEAWALLS – The town shall encourage planting of mangroves or placement of rip-rap in artificial and natural canal systems to replace existing seawalls in need of repair. Build back of vertical seawalls will not be permitted along natural waterbodies if one or more of the following conditions exist:~~

i. Build back would cause excessive shoreline erosion or endanger shorelines of surrounding properties.

ii. Build back would threaten wetlands.

iii. Build back would be a threat to public safety or block access to state-owned land or beaches.

iv. Build back would be waterward of the existing seawall alignment on adjacent shorelines.

POLICY 6-B-9 ACQUISITION OF ADDITIONAL SITES – The town will strive to expand the opportunities for conservation and public appreciation of natural resources through acquisition of additional areas with rare or unique ecological or botanical features, or which provide access to such areas, through activities such as the following:

i. Identify specific sites that would be desirable for public acquisition.

ii. Support the efforts of other entities acquiring land that will contribute to the conservation effort (for example, aquatic preserve buffer areas, Bunche Beach, etc.)

iii. Consider alternative means of land acquisition, such as supporting the efforts of non-profit conservation land trust or acquiring development rights in lieu of full acquisition.

iv. Accept donations of land for nature preserves or other resource conservation areas with the following general conditions: if such lands contain ecologically valuable habitat and/or if public ownership of such lands would expand existing or provide increased preservation or resource conservation areas.

v. When acquiring property, determine the best entity to be responsible to implement a long-range management plan.

POLICY 6-B-10 INFORMATION SHARING – Share information, data, and maps with other entities involved with conservation land acquisition and management through measures such as:

i. Cooperating with Lee County in the following activities:

• Maintaining a central clearinghouse for environmental studies and recommendations from public and private information sources.

• Compiling, maintaining, and regularly updating vegetation mapping, listed species, data regarding their habitat, and water resources data.

• Updating the Lee County Habitat Inventory Map using the county's Geographic Information System.

ii. Cooperate with Lee County and FGFWFC in maintaining an inventory of all native communities and natural habitats to aid in land-use decision-making, development approvals, and ranking of potential acquisitions.

OBJECTIVE 6-C PROTECTED SPECIES – Increase cooperation with local, state, and federal agencies in protecting wildlife species listed as endangered, threatened, or of special concern, and conserve the habitats upon which they depend in order to maintain balanced, biologically productive ecosystems.

POLICY 6-C-1 PROTECTIVE MEASURES GENERALLY –

~~The town shall assist in the application of state and federal regulations regarding listed species through activities such as:~~

~~i. Provide information regarding listed species on properties undergoing development review.~~

~~ii. Withhold development approval until such time as all applicable state and federal permits pertaining to such species have been obtained and copies provided to the town.~~

~~iii. Cooperate with local, state, and federal agencies in developing species-specific Habitat Conservation Plans as authorize by the Endangered Species Act. Until such plans are developed, the town's criteria for approval of development proposals shall be consistent with the provisions of the listed species guidelines promulgated by the FGFWFC.~~

~~iv. Cooperate with Lee County and other agencies in the establishment of mitigation parks and banks to allow this form of mitigation for local impacts to listed wildlife species and native communities.~~

~~v. Support public education on the value of wildlife, native communities, and other natural resources through such means as brochures, newspaper articles, public presentations and workshops, and the placement of interpretive displays and development of observation trails at~~
~~appropriate park sites.~~

~~vi. Encourage and provide technical assistance to volunteer and non-profit organizations such as Turtle Time, Estero Bay Foundation, Estero Bay Buddies, and the Friends of the Matanzas Pass Preserve in their conservation efforts.~~

~~POLICY 6-C-2 BALD EAGLES – Maintain Lee County's ordinance protecting bald eagle nesting habitat in case bald eagles begin nesting on Estero Island, and urge adherence during~~
~~development activities to "Habitat Management Guidelines for the Bald Eagle in the Southern Region" prepared by the U.S. Fish and Wildlife Service which recommends a primary protection zone with a radius of 750 to 1500 feet around active nests in which no development should occur, and a secondary zone an additional 750 feet to a mile from the outer edge of the primary zone to remain undisturbed during the nesting seasons. Nest trees should not be touched in any way by development activities unless the nest site has been de-classified by the FGFWFC.~~

~~POLICY 6-C-3 MANATEES – Recognizing that the waters of the town provide important habitat for the endangered West Indian manatee, the town will cooperate with local, state, and federal agencies in the establishment of manatee protection programs, including restriction of activities known to adversely affect manatees. The town shall cooperate in the designation, marking, and enforcement of slow-speed manatee protection areas. The town shall cooperate with Lee County in preparing and implementing a manatee protection plan, particularly in providing educational materials and programs to inform the town's boating population of the presence of manatees and of how to avoid destruction of manatee habitat and avoid manatee/boat collisions. The town supports the incorporation of the SWFRPC's 1995 marina siting study into Lee County's Manatee Protection Plan.~~

~~POLICY 6-C-4 GOPHER TORTOISES – The town's policy is to protect gopher tortoise burrows wherever they are found. If unavoidable conflicts make on-site protection infeasible, then off-site~~
~~mitigation may be provided in accordance with FGFWFC requirements.~~

POLICY 6-C-5 SEA TURTLES – The town shall prepare and adopt a new sea turtle ordinance by the end of 1998 to supersede Lee County's existing Sea Turtle Protection Ordinance. The new ordinance shall provide standards for coastal uses and development and shall prohibit, during sea turtle nesting season, any point source of light or any reflective surface of a light fixture being visible from the beach;
also, areas seaward of a frontal dune must not be directly, indirectly, or cumulatively illuminated. Other beach activities to be regulated include:

i. Beach raking, scraping, and other activities that unnecessarily compact the sand and/or damage dunes or prevent the re-creation of dunes;

ii. Unauthorized vehicular traffic on the beach;

iii. Storage of beach furniture, cabanas, jet skis, sailboats, and other equipment on the beach that may interfere with sea turtle nesting;

iv. Drainage of swimming pools, parking lots, and building roofs into point discharges directly onto the beach.

OBJECTIVE 6-D WETLANDS – Preserve all remaining wetlands; protect them from further degradation; and improve their condition and natural functions.

POLICY 6-D-1 Wetlands include tidal marshes, salt flats, and mangrove swamps that provide valuable
habitat, buffering from storms, shoreline stabilization, and production of food for estuarine and coastal waters. The town will cooperate with state and federal agencies in the formulation, monitoring, and enforcement of regulations restricting activities that contribute to the destruction of wetlands
and/or of the adjacent upland communities that cleanse stormwater inflows. Such potentially destructive activities include construction fill that encroaches on edges of canals and bay waters, dredging of boat basins and channels, use of seawalls, rip rap, and other similar forms of shoreline stabilization, ditching for mosquito control, and any filling or removal of mangrove systems.

POLICY 6-D-2 The Future Land Use Map provides a close approximation of wetland boundaries.
Wetland regulations in this plan and in the land development regulations include all
wetlands, even in not specifically shown on the Future Land Use Map, that are identified as wetlands in accordance with F.S. 373.019 (17) through the use of the unified state delineation methodology described in FAC Chapter 62-340, as ratified and amended by F.S. 373.4211. If the Future Land Use Map is incorrect due to a clear factual error, an administrative process is contained in Chapter
15 to establish the precise boundary of any wetland.

POLICY 6-D-3 In accordance with F.S. 163.3184(6)(c), the town will not undertake an independent
review of the impacts to wetlands resulting from development in wetlands that is specifically authorized by a state Environmental Resource Permit or exemption. However, no development approval shall be issued by the town for any project which impacts wetland resources until all requisite permits from other agencies have been obtained and provided to the town. All conditions placed on such permits shall be incorporated into the final development approval issues by the town. Violations of such conditions shall be prosecuted through the town's code enforcement procedures.

~~POLICY 6-D-4 The following activities in and near wetlands may be desirable and are not forbidden by this comprehensive plan:~~

~~i. Activities necessary to prevent or eliminate a public hazard, such as elimination of a dangerous curve in a road, dredging in order to clean up a spill of hazardous waste, or removal of underwater obstructions to boat traffic.~~

~~ii. Activities which provide a direct benefit to the public at large which would exceed any public loss as a result of the activity, such as removal of exotic species, restoration of natural hydroperiods, impacts associated with the maintenance of existing drainage works, or providing water access that is open to the public.~~

~~iii. Resource-oriented activities such as passive recreation, outdoor education, or other uses where protection of wetland functions and values is the primary attraction.~~

~~iv. Structures or facilities that will improve the functional value of wetlands or provide "no-impact" use for observation, education, research, or passage (walking or non-motorized boats); these could include such structures as public boardwalks, observation decks, or launching areas for non-motorized watercraft.~~

~~POLICY 6-E-1 For any beachfront development approved after the adoption of this plan and for all public beach areas within the town, state-approved dune walk-over structures shall be required at appropriate crossing points. These same structures are also encouraged wherever pedestrians will be crossing dune areas.~~

~~POLICY 6-E-2 All coastal construction projects, including beach restoration and renourishment, shall protect sea turtle nesting areas by limiting construction in dune and beach areas to non-nesting periods (except under emergency conditions). In historic shorebird nesting areas, construction must be completed prior to shorebird nesting.~~

~~POLICY 6-E-3 The town will implement the following measures to promote the restoration of beach and dune systems:~~

~~i. Initiate a program to recreate a dune line and plant appropriate vegetation such as sea oats wherever sand dunes have been destroyed.~~

~~ii. Require the use of indigenous plants species for public and private dune restoration or renourishment projects.~~

~~iii. Require that lots and parcels created after the adoption of this plan shall be of sufficient size and dimension to ensure a 50-foot buffer between any structures (except dune cross-overs) and the landward edge of the primary dune. This buffer shall remain in its natural state except for the minimum disturbance necessary to accommodate dune crossovers.~~

~~iv. Undertake a management and maintenance program to control invasive exotic vegetation as a cooperative effort of the town and its citizenry.~~

~~v. Consider erosion control taxing/benefit units, grants, and other cost-sharing funding mechanisms to provide funds for beach renourishment and management projects (see Coastal Management Element for strategies on beach renourishment).~~

POLICY 6-E-4 The following activities are prohibited to protect dunes and beaches:

i. Removal of dune vegetation and stabilization of submerged and exposed beach by artificial means other than replenishment with compatible sand.

ii. Excavation or destructive alteration of beach and dune systems. (Minimal disturbance necessary to accomplish approved beach restoration or renourishment activities or construct dune cross-overs is allowable under this policy.)

iii. Operation of motor vehicles on beaches and dunes (except in association with law enforcement activities, emergency medical services, public land/resources management, state-licensed sea turtle monitoring, once-daily delivery and pickup of beach equipment, minimal cleaning of litter and of excessive accumulations of natural debris, or as necessitated by an approved restoration, renourishment, or emergency project).

iv. Any construction activity seaward of the Coastal Construction Control Line not specifically approved by the DEP.v. Construction of artificial shoreline hardening structures except the emergency use of such structures constructed in compliance with Chapter 161, F.S. If a hardened structure is absolutely necessary along the beach, riprap revetments are preferred. New seawalls are not permitted.

OBJECTIVE 6-F AIR QUALITY – Continue to meet or exceed federal air quality standards based on monitoring results from state agencies.

POLICY 6-F-1 Ensure that the town's land development regulations do not include any disincentives to the use of clean alternative energy sources such as active and passive solar technology.

POLICY 6-F-2 Reduce automobile emissions through programs developed in the Transportation Element to reduce single-occupant automobile trips. Mobility alternatives include increased ridership on the trolley system; introduction of an electric tram system throughout the Island, incentives for visitors to park off-island or park once on-island, a water taxi or water shuttle system; and an interconnected system of bicycle and pedestrian paths.

POLICY 6-F-3 Establish criteria for any new facility that would require an air quality permit including monitoring procedures to supplement those provided by the state and enter into agreements with Lee County and other relevant agencies to ensure that the town's concerns are addressed during the permitting stages of potential point source pollution generators.

OBJECTIVE 6-G SOIL EROSION – Conserve and protect soils to reduce water and air pollution from wind and water erosion.

POLICY 6-G-1 The town shall implement the following measures to ensure conservation of native soils and prevention of erosion and its polluting impacts:

i. To reduce airborne pollutants and protect tidal waters from dust caused by wind erosion, adopt requirements for protecting cleared land during construction.

ii. Land clearing prior to issuance of a building permit or development order.....

iii. An erosion control plan shall be submitted and approved by the town prior to the
issuance of a development order. Such plan shall reference the property's topography, vegetation, and hydrology and utilize the best management practices such as the use of staked hay bales or filter cloth between the development site and adjacent swales, surface waters, or wetlands; sodding, seeding, or mulching immediately after final grading; and
maintenance of vegetation following development activities in order to reduce the erosion by wind or water.

OBJECTIVE 6-H WATER QUALITY – Improve the water quality and economic value of the water bodies surrounding the Town of Fort Myers Beach beyond the levels existing in 1997.

POLICY 6-H-1 As an integral part of the Estero Bay estuary system, the town shall take all feasible
measures in an intergovernmental effort to protect, maintain, and improve water quality in Estero Bay.

POLICY 6-H-2 No garbage or untreated sewage shall be
discharged into tidal waters.

POLICY 6-H-3 Maintain or improve estuarine water quality by requiring new development or
redevelopment to meet the following standards:

i. Development shall not degrade the estuarine quality of Estero Bay below those standards established by the state for Class II Outstanding Florida Waters.

ii. Development shall not degrade surface or ground water quality below state standards established in Chapter 62-302 FAC for surface water; Chapter 52-520, for
ground water; and Chapter 10D-6 for bathing places.

POLICY 6-H-4 In cooperation with Lee County and other agencies, encourage continued water quality monitoring and identify sources of non-point water pollution, especially those found to be occurring from within the town. Develop a program to reduce or eliminate those pollution sources that may include education, regulation, and incentives, and follow-up enforcement.

POLICY 6-H-5 The town will implement the measures adopted in the Stormwater Management Element to reduce the polluting impacts of stormwater runoff.

POLICY 6-H-6 The town shall comply the requirements of the National Pollutant Discharge Elimination
System by prohibiting the discharge of runoff, wastewater, or other potential sources of contamination into surface waters which results in the degradation of the quality of the receiving water body below the applicable standards.

OBJECTIVE 6-I WATER SUPPLY – Ensure continued supplies of drinking water of sufficient quantity and quality to meet the projected demands of all consumers and the environment.

~~POLICY 6-I-1 **Incorporate into the land development code measures** applicable to new development and~~

~~redevelopment to encourage water and wastewater management such as low-volume irrigation systems, xeriscape landscaping techniques, potential hook-ups to re-use water systems, and use of other conservation and recycling techniques.~~

~~POLICY 6-I-2 The town will cooperate with emergency water conservation measures of the South~~
~~Florida Water Management District.~~

~~POLICY 6-I-3 The town will continue to purchase bulk water from Lee County Utilities in lieu of providing an independent supply of potable water. Lee County Utilities considers the Town of Fort Myers Beach to be part of its potable water service area and has demonstrated its ability to expand raw water supply and treatment facilities to meet anticipated growth consistent with the 2005–2006 Lower West Coast Water Supply Plan Update (prepared by the South Florida Water Management District).~~

~~OBJECTIVE 6-J GROUNDWATER – Maintain the quality of groundwater resources and improve as necessary to meet state or federal standards.~~

~~POLICY 6-J-1 Commercial excavation and mining activities are prohibited in the Town of Fort Myers~~
~~Beach due to potentially detrimental effects to groundwater, surface water, wildlife habitats,~~
~~and surrounding land uses and values.~~

~~POLICY 6-J-2 The Town of Fort Myers Beach opposes offshore gas and oil exploration and~~
~~excavation activities which may be reasonably expected to threaten the quality of coastal beaches and estuarine ecosystems; or would place oil- or gas-related facilities on coastal beaches, islands, or wetlands; or would require the placement of oil or gas storage facilities on the island.~~

~~POLICY 6-J-3 The dredging of additional tidal canals is prohibited.~~

~~POLICY 6-J-4 The town shall support Lee County's programs to property dispose of hazardous wastes.~~

~~POLICY 6-J-5 The town shall require connection to central water and sewer systems to eliminate~~
~~demands on groundwater and reduce the potential for contamination from septic tanks.~~

~~POLICY 6-J-6 Identify any remaining septic tanks and require their use be discontinued~~

TRANSPORTATION ELEMENT

GOAL ~~7~~ T-1: To improve ~~peak season~~ mobility without reducing the permeability of Estero Boulevard to foot traffic or damaging the small-town character of Fort Myers Beach. The town seeks to reduce speeding, improve evacuation capabilities, and improve mobility through balanced transportation improvements such as a continuous system of sidewalks and bikeways, a network of trolleys and water taxis/ferries linked to off-island systems, and parking options matched to road capacity.

OBJECTIVE T-1~~7~~-A DEFINING THE PROBLEMS — Through this plan, the Town of Fort Myers Beach will address its three major transportation problems: congestion (by supporting public transit and pedestrian improvements), parking (by improving public parking near Times Square), and speeding (through passive traffic calming on Estero Boulevard).

POLICY T-1~~7~~-A-1 CONGESTION: ~~Every winter~~ During peak times Estero Boulevard can become~~s~~ so crowded that traffic backs up, sometimes for miles in both directions. Much of this congestion is caused by visitors, who will continue to frequent the beaches regardless of development levels on Estero Island. Despite the road congestion, the town welcomes visitors and intends to provide mobility alternatives as described in this plan.

POLICY T-1~~7~~-A-2 PARKING: ~~Even though existing parking lots are not used to capacity, parking is not abundant at Fort Myers Beach. The welcome rebirth of commercial activity near Times Square will increase the demand for parking~~. The Town of Fort Myers Beach will address parking shortages through the methods outlined in this plan and other appropriate initiatives.

POLICY T-1~~7~~-A-3 SPEEDING: Despite the virtual crawl of traffic on parts of Estero Boulevard, speeding is also a problem. ~~If motorists didn't speed on Estero Boulevard, many more people would get out of their own cars.~~ The town will protect the pedestrian environment along Estero Boulevard and will ~~not widen travel lanes or discourage~~ encourage safe pedestrian movement across the boulevard and throughout the Town.

OBJECTIVE T-1~~7~~-B CONVENTIONAL SOLUTIONS — The usual response to traffic congestion is widening roads or building alternate routes. Estero Island's long narrow shape, frequent navigable canals, sensitive environmental, and highly urbanized character preclude these solutions. Congestion management at Fort Myers Beach must aim to reduce delay and improve safety, not just for motorists but for pedestrians and bicyclists as well.

POLICY T-1~~7~~-B-1 DELAY AND SAFETY: The town recognizes that many efforts to reduce delay and improve safety for motorists have the opposite effect on pedestrians. Creative solutions will be required to address both concerns, particularly for pedestrians.

POLICY T-1~~7~~-B-2 WIDENING: Under no circumstances shall conventional four-laning of Estero Boulevard be considered as a desirable means of improving traffic circulation on Estero Island.

POLICY T-1~~7~~-B-3 IMPROVEMENTS TO ESTERO BOULEVARD: The Town of Fort Myers Beach shall initiate additional pedestrian and streetscape improvements along Estero Boulevard ~~beginning in 1999~~, and shall negotiate with Lee County for additional appropriate right-of-way

improvements. ~~the turnover of responsibility for its maintenance if necessary to carry out these improvements or to further other town policies.~~

OBJECTIVE T-1~~7~~-C EVACUATION ROUTE — Estero Boulevard's critical function as the sole evacuation route for Fort Myers Beach shall be considered in all planning and development activities.

POLICY T-1~~7~~-C-1 EVACUATION CAPACITY: Evacuation routes do not need to be designed as high- speed roadways. The critical factor is the total number of cars that can evacuate in a given period of time. The town shall evaluate all efforts by Lee County or by the town to reduce speeding on Estero Boulevard during the design phase to ensure that these efforts will not hinder an effective evacuation.

POLICY T-1~~7~~-C-2 FLOODING: The town shall analyze actual flooding of evacuation routes ~~that occurs due to tropical storms or hurricanes~~, and shall initiate physical improvements that can avoid future flooding at those locations.

OBJECTIVE T-1~~7~~-D VARIETY OF TRAVEL MODES — The Town of Fort Myers Beach shall make efforts every year to improve mobility for its residents and visitors, striving for a balanced transportation system that allows safe movement ~~even during peak periods of traffic congestion~~ of pedestrians and vehicles. These efforts may include further subsidies to improve the trolley system, the use of impact fees to improve sidewalks, and creation of critical links on the hidden-path system.

POLICY T-1~~7~~-D-1 ARRIVE WITHOUT A CAR: Fewer vehicles would be driven to Fort Myers Beach if scheduled airport shuttle service were available. The town shall encourage this service and the designation of a central drop-off point that could include a trolley stop and taxi stand. The Town will encourage businesses to develop creative programs that incentivize visitors and employees to arrive without a car.

POLICY T-1-D-2 REDUCE NEED OF CAR: Promote compact development, enhance pedestrian realm, and promote modes of transportation other than single occupancy vehicles.

POLICY T-1-D-3 OFF-ISLAND PARKING: Work with Lee County to secure off-island land for the purposes of extended parking. Continue to encourage or incentives visitors to park off the island to reduce number of vehicles.

POLICY T-1~~7~~-D-~~2~~4 IMPROVE TROLLEY SERVICE: Trolley ridership increases when service is more frequent and when fares are low or free, yet no long-term funding or operational plan has been developed for providing higher service levels. Practical measures to improve trolley usage include:

i. Recurring subsidies from tourism sources so that service can be enhanced and congestion minimized during heavy seasonal traffic;

ii. Pull-offs at important stops along Estero Boulevard so that passengers can safely board and traffic is not blocked excessively; these pull-offs could be built during other improvements to Estero Boulevard or required by the Land Development Code during the re-development process.
iii. Clear signs at every stop with full route and fare information;
iv. Bus shelters at key locations, with roofs, benches, and transparent sides;
v. Replacement of the existing trolley buses with clean-fuel vehicles so that businesses won't object to having trolleys stop at their front doors; and
vi. Accommodation of the special needs of the transportation disadvantaged.

POLICY T-1~~7~~-D-~~3~~5 ALTERNATE TRAVEL MODES: The town shall support alternatives to car travel to free up road capacity for trips that do require a car. Public funding sources shall include county/state gasoline taxes and road impact fees. The town shall modify its road impact fee ordinance ~~by 1999~~ to allow these fees to be spent (within legal limits) on capital improvements that relieve road congestion, such as better sidewalks, trolley improvements, and off-island parking areas. ~~The town seeks to at least double the usage of the trolley system by the year 2001 (from its 1996 total ridership level of 238,754).~~

POLICY T-1~~7~~-D-~~4~~6 ENCOURAGE WATER ~~TAXIS~~ TRANSPORTATION: Fort Myers Beach has great potential for water transportation, with its canals, natural waterways, and high levels of tourism. To encourage the private sector to provide this service, the town shall ease regulations or provide assistance, as deemed appropriate by the Town Council, that require a water taxi to provide dedicated parking spaces at every stop and shall encourage restaurants, motels, and marinas to provide dockage for water ~~taxis~~ transportation. Where possible, water ~~taxi~~ transportation drop-off sites should avoid areas of high manatee concentration, or use protective measure such as propeller guards, jet propulsion, or electric motors.

POLICY T-1~~7~~-D-~~5~~7 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.~~

T-1-D-8 Coordination with Lee County: The town shall collaborate with Lee County to expand the LeeTran route on Estero Island.

OBJECTIVE T-1~~7~~-E UPGRADE ESTERO BOULEVARD — As part of its ~~congestion avoidance~~ strategy to enhance pedestrian amenities and reduce the use of single occupancy vehicles, the town shall methodically upgrade Estero Boulevard to reduce speeding and encourage walking, as higher traffic speeds and car-oriented businesses are antithetical to its pedestrian character. ~~(If a suit- able partnership to this end cannot be achieved with Lee County, the town may consider taking on maintenance responsibility for Estero Boulevard.)~~

POLICY T-1~~7~~-E-1 ~~TIMES SQUARE~~ STREETSCAPE: The town shall ~~begin~~ work ~~by 1999~~ toward extending southward the curbs, colorful sidewalks, and street trees installed by the Estero Island CRA in 1996. Similar side- walks should be placed on both sides of Estero Boulevard as far south as the public library, including drainage, lighting, and trolley improvements. ~~Unspent funds from the Estero Island CRA should be sought from Lee County toward this end.~~ Generous urban sidewalks should also be built in the future around the Villa Santini Plaza as part of its redevelopment (as described in the Community Design Element).

POLICY T-17-E-2 TRAFFIC CALMING: The town shall support two types of traffic calming to reduce speeding, which endangers lives and diminishes the quality of the pedestrian environment of Fort Myers Beach:

i. The first is "active" or traditional traffic calming along residential streets, using physical techniques such as speed humps, narrowed lanes, landscaping, traffic diverters, jogs, or traffic circles at intersections, where appropriate.
ii. Preferred method is The second is "passive" traffic calming along Estero Boulevard, to control speeding without reducing the number of vehicles that can use the road. Techniques include full curbs and sidewalks separated by street trees; buildings nearer the road; interesting vistas for drivers; and avoidance of overly wide travel lanes or intersections.

POLICY T-17-E-3 BUILDINGS CLOSE TO THE STREET: Where pedestrian levels are high, buildings Buildings should adjoin the sidewalk rather than be separated by parking spaces. Front walls of stores, offices, and restaurants should have large windows rather than blank walls, preferably shaded by awnings or canopies. Access to parking areas shall be off side streets wherever possible. The town's Land Development Code shall implement these concepts beginning in 1999.

POLICY T-17-E-4 SIDEWALKS AND BIKEWAYS: The town shall work toward major expansion of sidewalks and bikeways. In addition to the next phase of Estero Boulevard sidewalks (see Policy 7-E-1 above), the town shall support the following projects:

i. Support Lee County's imminent plans to fill the gaps from Buccaneer to Estrellita Drive and from the Villa Santini Plaza to Bay Beach Lane using federal funds;
ii. Initiate extensive improvements by 1999 to Old San Carlos and Crescent Street in conjunction with parking improvements (see Policy T-1-F-2 7-F-2);
iii. Initiate engineering studies by 1999 for bikeways and additional sidewalks on the second side of Estero Boulevard and improved pedestrian crossings, including consideration of a pedestrian overpass at Times Square.

POLICY T-1-E-5: PARTNERSHIPS FOR PEDESTRIAN BRIDGES: The Town will evaluate partnerships between development projects that are across from each other along Estero Boulevard to incentivize pedestrian bridge crossings provided as a public benefit. Collaboration with property owners and the Town shall also be encouraged to provide pedestrian safety and walkability through the implementation of pedestrian bridges.

OBJECTIVE T-17-F OPTIMIZE THE PARKING SUPPLY — Off-island parking facilities served by convenient public transportation should be provided to meet peak-season demands. For year-around demand, the town shall provide additional on-island public parking spaces, based in part on a new peak- season occupancy survey of existing public parking spaces.

POLICY T-17-F-1 ENCOURAGE SHARED PARKING LOTS: Parking lots serving a variety of land uses require much less space than separate on-site lots for each business. Shared lots waste

less land and encourage walking because businesses aren't separated by large parking lots. The town shall encourage shared parking lots when businesses are relatively small, are clustered together, and have different busy periods.

POLICY T-1~~7~~-F-2 SHARED PARKING NEAR TIMES SQUARE: The town shall strive to alleviate parking congestion and enhance accessibility for visitors and residents near Time Square by supporting or encouraging the development of shared parking facilities or a parking garage. ~~The Estero Island CRA recommended a reservoir of shared parking behind businesses along Old San Carlos and adding 165 on-street parking spaces near Times Square (although some of these spaces would merely replace spaces lost to new recreational facilities at Lynn Hall Park). The town shall investigate the feasibility of this concept in 1998-1999 and proceed toward implementation, or create an alternate plan that may include a parking garages near Times Square.~~

POLICY T-1~~7~~-F-3 BETTER PARKING LOTS: Large parking lots or garages are usually more cost-efficient to build and maintain, but may not be the best solution for Fort Myers Beach. Disadvantages of large lots include high capital costs; the possibility of providing more parking than is needed or can be handled by the road system; and the unsightliness of most large parking lots and garages.

POLICY T-1-4 ~~7-F-4~~ DIRECT VISITORS TO AVAILABLE PARKING: Many visitors are unaware of existing parking lots; others would be dissuaded from driving if they were aware of the shortage of parking. Variable message signs can aid both situations. The town should encourage Lee County and FDOT to install these signs with information about all major parking areas, including the state park at Lovers Key.

OBJECTIVE T-1~~7~~-G THE FUTURE OF THE BRIDGES — Match bridge capacity to Estero Island with the capacity of Estero Boulevard.

~~POLICY 7-G-1 ADEQUACY OF THE SKY BRIDGE: There is little evidence that traffic congestion at Fort Myers Beach is caused by any inadequacy of the Matanzas Pass Sky Bridge, which unlike Estero Boulevard has no interference from intersecting streets, parking spaces, or pedestrians crossing the street.~~

POLICY T-1-G-1 ~~7-G-2~~ CHANGES TO THE SKY BRIDGE: If parking lots at Bowditch Point or Times Square greatly increase demand for north- bound turns at the foot of the bridge, striping a third lane on the existing bridge might be considered, as might a reversible third lane during the peak season.

POLICY T-1-G-2 ~~7-G-3~~ RESPONSIBILITY FOR THE SKY BRIDGE: FDOT may be willing to turn over responsibility for the Sky Bridge to the Town of Fort Myers Beach. This would be advantageous to the town only if part of a congestion management system with peak-period tolls, off-island parking lots, and improved mass transit .

POLICY ~~7-G-4~~ ADDITIONAL BRIDGE CAPACITY: Additional bridge capacity should not be directed to Times Square (except for the potential re- striping in Policy ~~7~~T-1-D-2). New lanes to Old San Carlos or Crescent Street would also be undesirable, as most congestion is caused by conditions on Estero Boulevard south of Times Square. Previously proposed bridges from Winkler

Road or Coconut Road are infeasible from environmental and financial standpoints and need not be considered further.

OBJECTIVE T-17-H EXPERIMENT WIDELY — The town shall constantly search for innovative solutions to long-standing traffic problems and to new problems as they develop, and shall coordinate its efforts with those of the Lee County Metropolitan Planning Organization. The town shall serve as a catalyst for traffic engineering experiments that would evaluate minor improvements that might improve traffic flow at Fort Myers Beach. Some potential improvements are described in the following policies.

POLICY T-17-H-1 PEDESTRIAN OVERPASSES: Although pedestrian overpasses are often ignored by pedestrians, The Town will encourage development of an overpasses throughout the Town that provideing a panoramic view of the Gulf might be attractive enough to reduce at-grade crossings at Times Square without discouraging foot traffic in this highly congested area. Even without an overpass, the pPedestrian-actuated stop lights may be replaceable with a flashing caution lights crosswalk beacons may be appropriate where pedestrian overpasses are not warranted to minimize effects of the crossing on traffic flow.

POLICY T-17-H-2 SAN CARLOS BOULEVARD: The five-laning of San Carlos Boulevard has created severe problems near the approach to the Sky Bridge. Creative experiments are needed to discourage drivers from using the right- hand lane, or side streets on San Carlos Island, to bypass the line of cars waiting to enter the bridge.

POLICY T-17-H-3 RESERVED TRANSPORTATION & MOBILITY MASTER PLAN: The Town shall maintain and regularly update a Transportation & Mobility Master Plan or a Transportation & Mobility Design Standard/Manual, using context-sensitive approaches to enhance safety and improve multimodal infrastructure and connectivity for residents and businesses. The Master Plan/Design Standard will at minimum create a standard approach to the design of Estero Boulevard, including, but not limited to, considerations of sidewalk width, pedestrian crossings, pedestrian bridges, landscaping and barriers as appropriate, beachfront access locations, trolley/bus stops, bicycle facilities, and micromobility options. Any Master Plan for the Town will consider parking locations on and off-island, as well as the necessary transit improvements to alleviate single-occupant vehicle usage.

POLICY T-17-H-4 VARIABLE MESSAGE SIGNS: These signs could advise motorists of congestion delays as well as available parking. The town should urge the detailed study of this concept by Lee County, FDOT, and the Metropolitan Planning Organization.

POLICY T-17-H-5 ORIGIN/DESTINATION DATA: Better data is needed on the origins and destinations of motorists during the peak season, and the town supports the MPO's efforts to obtain this data.

POLICY T-17-H-6 TRANSPORTATION DEMAND MANAGEMENT: This part of a congestion avoidance strategy reduces the number of single-occupant vehicles during peak traffic periods, either by eliminating some trips completely, or by accommodating existing trips in fewer vehicles, or by moving some trips before or after the most congested periods. This strategy may alleviate peak-season traffic congestion if implemented aggressively in cooperation with area businesses.

POLICY T-17-H-7 DELIVERY VEHICLES: To avoid interference with traffic and pedestrian flow, the town shall develop a strategy to limit commercial deliveries during peak traffic periods.

Redevelopment plans shall require loading plan with preference to off-street loading. No on-street loading permitted on Estero Blvd.

POLICY T-17-H-8 FLOODING: During periods of minor flooding, the town shall monitor the performance of roadside drainage systems on and off Estero Island to identify areas where an evacuation could be prematurely halted.

POLICY T-17-H-9 PROFESSIONAL ASSISTANCE: The town may wish to retain a creative traffic engineer to provide advice on these experiments on a continuing basis.

POLICY T-17-H-10 CONNECTIONS TO ESTERO BOULEVARD: An excessive number of streets and driveways have direct access to Estero Boulevard, reducing its ability to handle peak-season traffic. The town shall take advantage of any suitable opportunities to consolidate street connections into fewer access points onto Estero Boulevard.

POLICY T-1-H-11 TRANSPORTATION ALTERNATIVES: The Town will establish within its development standards, as appropriate, measures and requirements of transportation alternatives for new developments, including transportation technologies and approaches that will impact travel patterns, signalization, curb management, cycling, pedestrian travel, parking, loading/unloading demand, supporting infrastructure, and roadway design. The Town will establish, as appropriate, community-oriented solutions and benefits to alleviate traffic impacts from tourist-based industries, including hotels/motels, such as voucher or shuttle programs for visitors and workforce transportation, among other transportation demand management techniques.

Policy T-1-H-12: EMERGING TECHNOLOGIES: The Town will continue to evaluate emerging transportation technologies including, but not limited to autonomous vehicles, traffic signalization, parking information, enhanced real time communication, and artificial intelligence in relation to the impacts these advancements will have on transportation, land use, and the mobility options. This evaluation will also include best practices and methods for the safe and context sensitive implementation of shared mobility and micromobility solutions, such as microtransit, dockless bicycle share, dockless scooters, and e-bikes as appropriate for the Town.

OBJECTIVE T-17-I LEVEL-OF-SERVICE STANDARD — Maintain minimum acceptable levels of service for the transportation system.

POLICY T-17-I-1: Traffic congestion is a serious problem at Fort Myers Beach, caused by a combination of high tourism demand for its beaches and past over-building relative to road capacity. Neither factor is within the control of the Town of Fort Myers Beach, although its residents must tolerate congestion every winter. This comprehensive plan seeks to manage congestion levels and encourage alternate means of mobility including walking, bicycling, and trolleys.

POLICY T-17-I-2: The peak capacity of Estero Boulevard's congested segments is 1,300 vehicles per hour. The minimum acceptable level-of-service standard for Estero Boulevard shall be that average monthly traffic flows from 10:00 A.M. to 5:00 P.M. during each month do not exceed that level for more than four calendar months in any continuous twelve-month period. Measurements from the permanent count station at Donora Boulevard shall be used for this standard.

POLICY T-17-I-3: Figure 18 of this element is hereby adopted as the future transportation map of the Town of Fort Myers Beach.

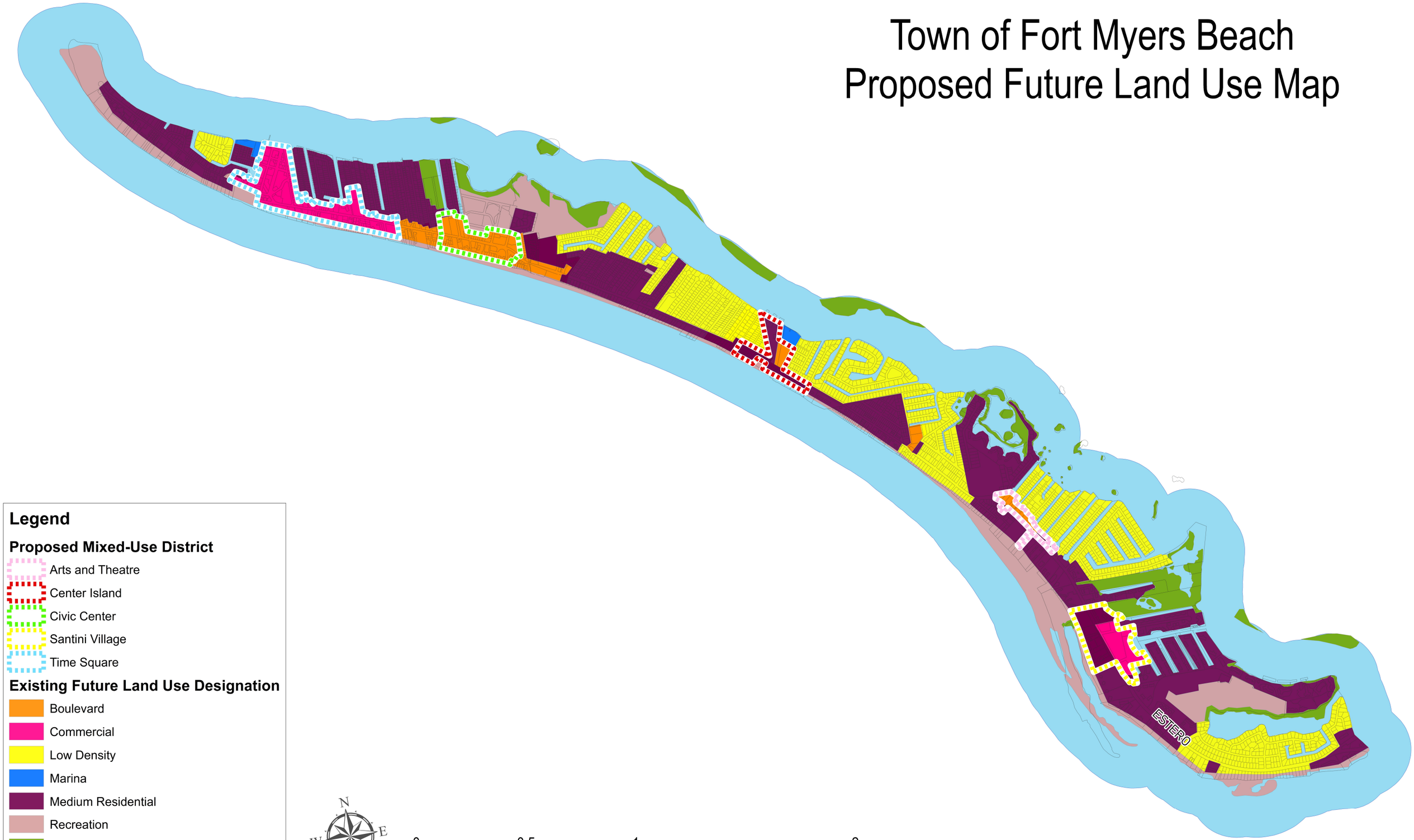
OBJECTIVE T-17 J PROTECTING PUBLIC ACCESS — Although no future right-of-way needs have been identified, some existing town and county rights-of-way are substandard and few are wider than needed. The town shall review requests to not vacate or acquiesce in the vacation of existing rights-of-way, and shall make efforts to ensure no recognized public access is negatively impacted by vacating the except where no public purpose would be served by retaining the right-of-way.

POLICY T-17-J-1 RIGHTS-OF-WAY: Town and county rights-of-way are needed for the undergrounding of utilities; for the expansion of sidewalks and bike paths; for water accesses; for on-street parking; for public transit and road improvements; and for other public purposes. The town shall strictly limit consider limiting vacations of rights-of-way and easements to preserve future access for these purposes.

POLICY T-17-J-2 TRAFFIC IMPACT ANALYSES: A thorough traffic impact analysis is currently required only for major rezonings and very large development orders. The town shall amend its Land Development Code during 2010 to:

i. decrease the thresholds for requiring traffic impact analyses;
ii. require them to study the cumulative impacts of potential development; and
iii. use the results in assessing whether impacts are acceptable, and whether an improved design could offset some of the impacts.

Town of Fort Myers Beach
Proposed Future Land Use Map



Legend

Proposed Mixed-Use District

- Arts and Theatre
- Center Island
- Civic Center
- Santini Village
- Time Square

Existing Future Land Use Designation

- Boulevard
- Commercial
- Low Density
- Marina
- Medium Residential
- Recreation
- Wetlands
- Tidal Water

N W E S

0 0.5 1 2 Miles

May 1, 2024

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-80**

1. **Request:**

Meeting Date: November 17, 2025

This legislative agenda item is a 1st Reading and Public Hearing on proposed Ordinance 25-27. If approved at First Reading, a Second Reading and final adoption hearing will be scheduled for December 1, 2025 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA: 1) ESTABLISHING PROCEDURES FOR THE REVIEW AND APPROVAL OF APPLICATIONS FOR REASONABLE ACCOMMODATIONS NEEDED TO OPERATE CERTIFIED RECOVERY RESIDENCES FROM EXISTING LAND USE REGULATIONS IN NEW SECTION 34-204 IN DIVISION 4 "APPLICATIONS AND PROCEDURES" OF ARTICLE II "ZONING DISTRICTS STANDARDS AND NONCONFORMITIES" OF CHAPTER 34, AS MANDATED BY SECTION 397.487(15)(A), FLORIDA STATUTES; AND 2) AMENDING SECTION 34-232 "REQUIRED HEARINGS" OF DIVISION 5 "PUBLIC HEARINGS AND REVIEW" OF ARTICLE II "ZONING PROCEDURES" OF CHAPTER 34 "ZONING DISTRICTS, DESIGN STANDARDS AND NONCONFORMITIES" TO REQUIRE ONLY ONE PUBLIC HEARING BEFORE THE LOCAL PLANNING AGENCY ("LPA") FOR APPROVAL OF APPLICATIONS FOR REASONABLE ACCOMMODATIONS TO OPERATE A CERTIFIED RECOVERY RESIDENCE AS PROVIDED IN SECTION 34-204, IF THE DECISION BY ELIGIBLE MEMBERS OF THE LPA IS UNANIMOUS AND THE TOWN CLERK DOES NOT RECEIVE A REQUEST FOR AN ADDITIONAL PUBLIC HEARING BEFORE THE TOWN COUNCIL FROM ANYONE, INCLUDING TOWN STAFF, WITHIN 10 DAYS AFTER THE LPA DECISION; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**
PUBLIC HEARINGS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

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5. **Background:**

Attachments:
1. Oct. 31 FMB Draft Certified Recovery Residence Ordinance (1)

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 10/21/2025
nancy stuparich, Town Attorney	Approved - 11/6/2025
Joe Onzick, Finance Director	Approved - 11/7/2025
Amy Baker, Town Clerk	Approved - 11/7/2025

ORDINANCE NO. 25-27

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA: 1) ESTABLISHING PROCEDURES FOR THE REVIEW AND APPROVAL OF APPLICATIONS FOR REASONABLE ACCOMMODATIONS NEEDED TO OPERATE CERTIFIED RECOVERY RESIDENCES FROM EXISTING LAND USE REGULATIONS IN NEW SECTION 34-204 IN DIVISON 4 "APPLICATIONS AND PROCEDURES" OF ARTICLE II "ZONING DISTRICTS STANDRDS AND NONCONFORMITIES" OF CHAPTER 34, AS MANDATED BY SECTION 397.487(15)(A), FLORIDA STATUTES; AND 2) AMENDING SECTION 34-232 "REQUIRED HEARINGS" OF DIVISION 5 "PUBLIC HEARINGS AND REVIEW" OF ARTICLE II "ZONING PROCEDURES" OF CHAPTER 34 "ZONING DISTRICTS, DESIGN STANDARDS AND NONCONFORMITIES" TO REQUIRE ONLY ONE PUBLIC HEARING BEFORE THE LOCAL PLANNING AGENCY ("LPA") FOR APPROVAL OF APPLICATIONS FOR REASONABLE ACCOMMODATIONS TO OPERATE A CERTIFIED RECOVERY RESIDENCE AS PROVIDED IN SECTION 34-204, IF THE DECISION BY ELIGIBLE MEMBERS OF THE LPA IS UNANIMOUS AND THE TOWN CLERK DOES NOT RECEIVE A REQUEST FOR AN ADDITIONAL PUBLIC HEARING BEFORE THE TOWN COUNCIL FROM ANYONE, INCLUDING TOWN STAFF, WITHIN 10 DAYS AFTER THE LPA DECISION; PROVIDING FOR CODIFICATION, SEVERABILITY, SCRIVENER ERRORS, CONFLICTS OF LAW AND AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution and 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, in 2025, the Florida Legislature created new law in Section 397.487(15)(a), Florida Statutes, which mandates that by no later than January 1, 2026, each municipality and county in the State of Florida must adopt an ordinance establishing streamlined procedures for the review and approval of certified recovery residences and a process for requesting reasonable accommodations from any local land use regulation that impacts certified recovery residences; and

WHEREAS, the Section 397.487(15)(a) provides that the local government's regulations for approval of certified recovery residences must be consistent with the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601 et seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131 et seq.); and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on November 12, 2025 to consider adoption of Ordinance 25-27; and

WHEREAS, at the November 12, 2025 public hearing the LPA gave full and complete consideration of the recommendations by staff, the documents in the record, and the testimony of all interested persons, and found that Ordinance is consistent with the Town's Comprehensive Plan and the requirements of the Fort Myers Beach Land Development Code ("LDC') and thereafter voted __ to __ to recommend approval of Ordinance 25-27 to the Town Council; and

WHEREAS, on November 17, 2025 the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons; 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 public hearing on the 1st day of December 2025; and

WHEREAS, at the December 1, 2025 public hearing, the Town Council gave full and complete consideration to the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons; and

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

WHEREAS, this Ordinance is adopted for the purpose of compliance with Section 397.487(15)(a), Florida Statutes and is in the best interest of the residents of the Town of Fort Myers Beach.

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

Section 1. Incorporation by Reference and Intent. That the above recitals are true and correct and are incorporated herein by this reference as legislative findings in support of adoption of Ordinance 25-27. It is the intent of the Town Council to fully comply with the mandates contained in Section 397.487(15)(a), Florida Statutes and all applicable local, state, and federal law, including the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

Section 2. That Section 34-204 of the Land Development Code is created to read as follows:

Sec. 34-204. Procedures for Review and Approval of an Application to for Needed Reasonable Accommodations as Mandated by Section 397.487(15)(a), Florida Statutes for Certified Recovery Residences.

(a) *Definitions.* The following terms shall be defined as follows:

1. *Certified recovery residence* means a residential dwelling that provides a peer-supported, alcohol-free, and drug-free living environment, which is certified by a credentialing entity approved by the Florida Department of Children and Families, pursuant to Section 397.487, Florida Statutes.

2. *Reasonable accommodation* means a modification or exception to a local land use, zoning, or building regulation or policy, as necessary to afford individuals with disabilities an equal opportunity to use and enjoy a residential dwelling.

3. *Disability* shall have the same meaning as defined under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

(b) *Application for Review and Approval of a Reasonable Accommodation to Operate a Certified Recovery Residence.*

(c) *Written Application Required.* An applicant seeking to operate a certified recovery residence with requires a reasonable accommodation shall complete a written application created by and available from the Town. The application must be submitted to the Community Development Department and will include, at a minimum to following information:

1. Applicant Information: The name, mailing address, phone number, and email address of the Applicant or the Applicant's authorized representative.

2. Location of the Certified Recovery Residence: The address and parcel identification number of the property where the certified recovery residence will be located.

3. Reasonable Accommodation: A description of the specific reasonable accommodation needed to operate the certified recovery residence, including the applicable regulation or policy from which relief is sought, and an explanation of how the accommodation is necessary and will afford equal housing opportunity.

(d) *Date-Stamping and Acknowledgement.* Upon receipt of the application, the Town shall date-stamp the application and provide written acknowledgment of receipt to the Applicant.

(e) *Request for Additional Information.* If additional information is required from an Applicant, the Town shall notify the Applicant in writing within thirty (30) days of receipt of the application. The Applicant shall respond to such request within thirty (30) days from the date of receipt of such notification.

(f) *Final Determination*. The application shall be scheduled for review by the Local Planning Agency ("LPA") within sixty (60) days after receipt of a complete application. The LPA shall:

1. Approve the reasonable accommodation request in whole, with or without conditions;
2. Approve the reasonable accommodation in part, with or without conditions;
3. Deny the reasonable accommodation request, stating with specificity the objective, evidence-based reason for the denial and identifying any deficiencies or actions necessary for reconsideration.

The LPA's decision shall include a specific finding of consistency with the Town's Comprehensive Plan, the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. The LPA's decision shall constitute final agency action unless otherwise provided in Section 34-232.

(g) *Automatic approval*. If a final written determination is not issued by the Town within sixty (60) days after receipt of a completed application, the request shall be deemed approved by operation of law, unless the parties mutually agree in writing to a reasonable extension of time.

(h) *Revocation of accommodation*. The LPA may revoke a previously granted reasonable accommodation for cause, including but not limited to violation of conditions of approval; lapse, revocation, or failure to maintain required certification or licensure under Florida law, if such status is not reinstated within one hundred eighty (180) days from lapse; and material misrepresentation of facts in the application process. Applicants subjected to revocation shall be provided written notice of such revocation and shall have thirty (30) days upon receipt of written notice to respond contesting the validity of an accommodation revocation.

Section 3. That Section 34-232 "Required Hearings" of Division 5 "Public Hearings and Review" of Article II "Zoning Procedures" of Chapter 34 "Zoning Districts, Design Standards and Nonconformities is hereby amended as follows:

Section 34-232 – Required hearings.

(a) *Amendment or adoption of land use ordinances.*

(1) Any proposed amendment to this chapter or to any land use ordinance, or adoption of any new land use ordinance, shall be enacted pursuant to the requirements set forth in F.S. § 166.041.

(2) Prior to a final required hearing by the town council, the local planning agency shall review the amendment at a public hearing.

(b) *Owner-initiated requests.* Owner-initiated requests for rezonings, certain special exceptions, and developments of regional impact require one public hearing before the local planning agency and one public hearing before the town council. Owner-initiated requests for variances, ~~and~~ special exceptions to replace a lawful and permitted structure(s) in the Environmentally Critical (EC) zoning district that was in effect prior to a natural disaster and requests for reasonable

accommodations that are requested to operate a certified recovery residence, which is unanimously approved by the local planning agency and there is no request for an additional public hearing before the town council made by anyone that is received by the town clerk within 10 calendar days after the date of the local planning agency decision, excluding holidays, only requires one public hearing before the local planning agency, and the local planning agency decision is final agency action.

(c) *Town-initiated requests.* Town-initiated requests for rezonings, variances, special exceptions, and developments of regional impact require one public hearing before the local planning agency and:

(1) Applications covering less than ten abutting acres of land will require a single public hearing before the town council.

(2) Applications covering more than ten abutting acres of land will require two public hearings before the town council in accordance with F.S. § 166.041.

Section 4. Direct Town staff to create an application to implement this Ordinance as provided herein and also to amend the fee schedule to include a fee for review of these applications. If an application is received as provided herein prior to amendment of the fee schedule, the applicant shall be charged the same fee as for a variance.

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

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall take effect immediately upon its adoption.

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

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

DULY PASSED AND ADOPTED on this 1st day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

ATTEST: **TOWN OF FORT MYERS BEACH**

_____	_____
Amy Baker, Town Clerk	Dan Allers, Mayor

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

_____
Vose Law Firm, LLP, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this _____day of _____2025.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-108**

1. **Request**:

Meeting Date: **November 17, 2025**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AMENDING AND RESTATING RESOLUTION 25-300 TO INCLUDE GUIDANCE REGARDING UNEXCUSED ABSENCES OF ANY INDIVIDUAL SERVING ON THE TOWN OF FORT MYERS BEACH CHARTER REVIEW COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

This amendment addresses questions raised by the Town Council regarding appropriate procedure in the event of Charter Review Commission member absences, for the avoidance of doubt or confusion in the event such repeated absences occur.

What the action accomplishes:

The amended language anticipates a procedure for the Town Council and Charter Review Commission to address repeated commission member absences from charter commission meetings, improving the efficiency and productivity of such meetings and the Charter Review Commission's overall purpose.

2. **Agenda**:
ADMINISTRATIVE AGENDA

3. **Requirement/Purpose**:
Resolution

4. **Submitter of Information**:

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5. **Background**:

At the first meeting of the newly created Town of Fort Myers Beach Charter Review Commission ("CRC"), there was discussion regarding the role of the appointed alternates. The Town Council responded to questions raised in Resolution 25-300. At the second meeting of the CRC, the CRC voted to ask the Town Council to authorize the removal of any individual from the Commission who had 2 unexcused absences. Council Member Safford offered to present the issue to the Town Council.

Attachments:

1. Res. 25-328 Amendment to Resolution 25-300 (Unexcused CRC Absences)
2. Resolution 25-300, Charter Review Commission Role of Alternates Signed

Financial Impact:

No financial impact is anticipated by this amended resolution.

6. **Alternative Action**

7. **Management Recommendations**:

8. **Recommended Approval**:

Amy Baker, Town Clerk	Created/Initiated - 11/4/2025
nancy stuparich, Town Attorney	Approved - 11/8/2025
Joe Onzick, Finance Director	Approved - 11/10/2025
nancy stuparich, Town Attorney	Approved - 11/10/2025
Amy Baker, Town Clerk	Approved - 11/10/2025
William McKannay, Town Manager	Final Approval - 11/10/2025

RESOLUTION NUMBER 25-328

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AMENDING AND RESTATING RESOLUTION 25-300 TO INCLUDE GUIDANCE REGARDING UNEXCUSED ABSENCES OF ANY INDIVIDUAL SERVING ON THE TOWN OF FORT MYERS BEACH CHARTER REVIEW COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provides 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 Council to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, Section 13.03 of the Town Charter states that "[a] five-member charter review commission shall be appointed and funded by the council. The charter review commission shall be appointed at least 6 months before the next scheduled election and complete its work and present any recommendations to the Council for change no later than 60 days before the election. The council shall hold a minimum of two public hearings to approve, reject or modify the proposed changes to the charter prior to placing the proposed changes on the scheduled election ballot"; and

WHEREAS, during the June 2, 2025 Town Council meeting, the Town Council appointed five individuals to serve on the Town's Charter Review Commission ("CRC") and two additional individuals to serve as alternates; and

WHEREAS, the appointment of the two individuals to serve as alternates is not in conflict with or prohibited by the Town Charter or in its Code of Ordinances; and

WHEREAS, during its first public meeting the CRC requested direction from the Town Council regarding the role of the appointed alternates;

WHEREAS, on or about October 20, 2025, the Town adopted Resolution 300 containing guidelines for individuals serving on the Town's CRC to follow; and

WHEREAS, at its meeting on November 4, 2025, the CRC requested additional guidance from the Town Council on how to address unexcused absences by any individual serving on the CRC; and

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

NOW, THEREFORE, IT IS RESOLVED BY THE TOWN COUNCIL OF FORT MYERS BEACH, FLORIDA THAT:

Resolution Number 25-300 is hereby amended and restated as follows (new language shall be underlined; deleted language shall be ~~struck through~~):

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein.

Section 2. The Town Council directs that the role of the alternate appointed members of the CRC serve as follows:

a. Alternates shall attend all meetings of the CRC and participate as non-voting members of the CRC.

b. In the event of an absence of an appointed CRC member, an alternate in attendance shall become a voting member of the CRC. The two alternates shall alphabetically rotate in filling occasional absences of appointed CRC members if both are present at the meeting.

c. Alternates shall be subject to compliance with the Sunshine and Public Records laws throughout the duration of their appointment as required by all appointed members of the CRC.

Section 3. In the event an appointed CRC member or appointed alternate member has two unexcused absences from a scheduled CRC meeting, as verified by the Town Clerk's attendance records, the individual shall be subject to removal from the CRC upon notice to the Town Council.

Section 4. This Resolution shall take effect immediately upon adoption.

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

Dan Allers, Council Member	_____
Jim Atterholt, Council Member	_____
John R. King, Council Member	_____
Rebecca Link, Council Member	_____
Scott Safford, Council Member	_____

ADOPTED this _____ day of November 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:

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day of November 2025.

RESOLUTION NUMBER 25-300

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, PROVIDING DIRECTION TO THE TOWN OF FORT MYERS BEACH CHARTER REVIEW COMMISSION REGARDING THE ROLE OF ALTERNATES TO THE COMMISSION WHO WERE APPOINTED BY THE TOWN COUNCIL; 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, Section 13.03 of the Town Charter states that "[a] five-member charter review commission shall be appointed and funded by the council. The charter review commission shall be appointed at least 6 months before the next scheduled election and complete its work and present any recommendations to the Council for change no later than 60 days before the election. The council shall hold a minimum of two public hearings to approve, reject or modify the proposed changes to the charter prior to placing the proposed changes on the scheduled election ballot"; and

WHEREAS, during the June 2, 2025 Town Council meeting, the Town Council appointed five individuals to serve on the Town's Charter Review Commission ("CRC") and two additional individuals to serve as alternates; and

WHEREAS, the appointment of the two individuals to serve as alternates is not in conflict with or prohibited by the Town Charter or in its Code of Ordinances; and

WHEREAS, during its first public meeting the CRC requested direction from the Town Council regarding the role of the appointed alternates; and

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

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

Section 1. The above recitals are true and correct and are hereby incorporated by reference as though fully set forth herein.

Section 2. The Town Council directs that the role of the alternate appointed members of the CRC serve as follows:

a. Alternates shall attend all meetings of the CRC and participate as non-voting members of the CRC.

b. In the event of an absence of an appointed CRC member, an alternate in attendance shall become a voting member of the CRC. The two alternates shall alphabetically rotate in filling occasional absences of appointed CRC members if both are present at the meeting.

c. Alternates shall be subject to compliance with the Sunshine and Public Records laws throughout the duration of their appointment as required by all appointed members of the CRC.

Section 3. This Resolution shall become effective immediately upon its adoption.

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

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

ADOPTED this 20th day of October 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers
Dan Allers (Oct 24, 2025 11:14:24 EDT)

Dan Allers, Mayor

ATTEST:

Amy Baker (Oct 28, 2025 12:03:11 EDT)

Amy Baker, Town Clerk

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

Nan[illegible] (Oct 23, 2025 15:02:37 EDT)

Vose Law Firm, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 28/10/2025.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-17**

1. **Request:**

Meeting Date: November 17, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING 5 INDIVIDUAL PROFESSIONAL SERVICE AGREEMENT WITH THE FOLLOWING FIRMS, WHICH WERE NEGOTIATED BY TOWN STAFF AS DIRECTED BY THE TOWN COUNCIL ON AUGUST 18, 2025 IN RESPONSE TO RFQ-24-06-AD ENTITLED "ONGOING MISCELLANEOUS PROFESSIONAL SERVICES": 1) BLOT ENGINEERING, INC. 2) FOREFRONT ARCHITECTURE AND ENGINEERING, LLC 3) PROFESSIONAL SERVICES INDUSTRIES, INC. 4) RG ARCHITECTS, P.A, 5) RWA ENGINEERING; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH EACH OF THE TOP RANKED FIRMS FOR EACH CATEGORY OF WORK WITHIN THE REQUEST FOR QUALIFICATIONS AND WHICH WERE SUCCESSFULLY NEGOTIATED; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

Obtain fully executed contracts for Ongoing Miscellaneous Professional Services in the Town

2. **Agenda:**
ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**
Other

4. **Submitter of Information:**
Joe Onzick, Finance Director,
Amy Baker, Town Clerk

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5. **Background:**

In Resolution 25-244, the Town Council accepted the recommendation of the Selection Advisory Committee and directed the Town Manager or his designee to initiate negotiating with the top-five ranked firms for 19 professional service categories requested in RFQ-24-06-AD. In accordance with the Town of Fort Myers Beach Purchasing Ordinance 24-11, Sec. 2-480 (16), the Town Manager negotiated contracts with the recommended firms for terms the Town Manager determined were fair, competitive, and for which funds are available. To date, contracts for 23 of the 32 professional service firms have been completed and approved by Council at their October 6, 2025 meeting and October 20, 2025 meeting. As the remaining contracts are negotiated and prepared, they will be presented to the Town Council for approval. Copies of each of the professional service agreements are included in the agenda materials.

Four (4) agreements remain to be executed and will be provided to Council at later meeting.

Attachments:

1. Resolution 25-321, RFQ-24-06-AD
2. List of 32 Companies Recommended for PSC - RFQ-24-06-AD
3. List of the Top Ranked Firms by Categories (1)
4. 25-244, Resolution to RFQ-24-06-AD
5. Selection Advisory Committee Detailed Ranking
6. RFQ-24-06-AD Ongoing Misc Professional Services
7. PSA - Blot Engineering, Inc.
8. PSA - Forefront Architecture and Engineering
9. PSA - Professional Service Industries (PSI)
10. PSA - RG Architects
11. PSA - RWA, Inc.

Financial Impact:
Direct impact to have fully executed contracts in place in case of an emergency

6. **Alternative Action**
Do not accept the recommendations and potentially not have contracts in place for an emergency

7. **Management Recommendations:**
Approve the Agreements between the Town and the 5 pre-qualified Firms

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 11/3/2025
Joe Onzick, Finance Director	Approved - 11/7/2025
nancy stuparich, Town Attorney	Approved - 11/8/2025
Amy Baker, Town Clerk	Approved - 11/10/2025
William McKannay, Town Manager	Final Approval - 11/10/2025

RESOLUTION NUMBER 25-321

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING 5 INDIVIDUAL PROFESSIONAL SERVICE AGREEMENT WITH THE FOLLOWING FIRMS, WHICH WERE NEGOTIATED BY TOWN STAFF AS DIRECTED BY THE TOWN COUNCIL ON AUGUST 18, 2025 IN RESPONSE TO RFQ-24-06-AD ENTITLED "ONGOING MISCELLANEOUS PROFESSIONAL SERVICES": 1) BLOT ENGINEERING, INC. 2) FOREFRONT ARCHITECTURE AND ENGINEERING, LLC 3) PROFESSIONAL SERVICES INDUSTRIES, INC. 4) RG ARCHITECTS, P.A, 5) RWA ENGINEERING; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH EACH OF THE TOP RANKED FIRMS FOR EACH CATEGORY OF WORK WITHIN THE REQUEST FOR QUALIFICATIONS AND WHICH WERE SUCCESSFULLY NEGOTIATED; 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, pursuant of the Town's Purchasing Ordinance 24-11, Sec 2-480 (a) (1) (12) (14), the Town completed the competitive procurement process in compliance with state law and Town Code through the solicitation RFQ-24-06-AD "Ongoing Miscellaneous Professional Services" in July of 2024; and

WHEREAS, on August 18, 2025, the Town Council unanimously approved Resolution 25-244, which accepted the rankings of the professional services firms and recommendations of the Town Manager and the Selection Advisory Committee and authorized the Town Manager or designee to enter into negotiations with the top ranked firms; and

WHEREAS, negotiations with each of the top ranked firms ("Firms") has been completed and draft agreements are prepared for award and approval by the Town Council; and

WHEREAS, awarding and authorizing execution of these professional service agreements allows the Town to utilize qualified professional firms for miscellaneous professional services that the Town may need throughout the agreement period within the categories of work included within the Request for Qualifications; and

WHEREAS, the Town Council finds and determines that it is in the best interest of the Town and its citizens to authorize the execution of professional services agreements with each of the top ranked firms.

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. That the Town Council hereby authorizes and instructs the Town Manager to execute the negotiated professional services agreements with each of the top ranked firms as determined in the previous Resolution 25-244 and a list of which is attached hereto as "Exhibit A".

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 _____ 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 17th day of November 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:

_____

Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of November 2025.

ADG ARCHITECTUAL	102 ARCHITECTURAL DESIGN
AIM ENGINEERING	111 CIVIL ENGINEERING
	113 PLANNING AND TRAFFIC
	115 FLOODPLAIN MANAGEMENT
	117 ENVIRONMENTAL ASSESSMENT
	119 GIS
AXIS INFRASTURUCTURE	107 COMMUNITY & NEIGHBORHOOD
	108 ELECTRICAL SYSTEMS
	109 STRUCTRURAL SYSTEMS
	114 PLANNING AND ZONING
	115 FLOODPLAIN MANAGEMENT
	119 GIS
BLOT ENGINEERING	108 MARINE ENGINEERING
	109 STRUCTRURAL SYSTEMS
BOWMAN CONSULTING	101 WATER RESOURCES
	103 STORMWATER
	104 WATER DISTRIBUTION
	106 LANDSCAPE ARCHITECT
	111 CIVIL ENGINEERING
	113 PLANNING AND TRAFFIC
	114 PLANNING AND ZONING
	119 GIS
BURT HILL/POLLOCK KRIEG	102 ARCHITECTURAL
CAP ENGINEERING	112 BUILDING SERVICES
	115 FLOODPLAIN MANAGEMENT
CASTELLANOS	112 BUILDING SERVICES
	120 HISTORICAL RESTORATION
COASTAL ENGINEERING	105 SURVEYING SERVICES
	118 MARINE ENGINNERING
CORRADINO GROUP	113 PLANNING AND TRAFFIC
	114 PLANNING AND ZONING
CW3 ENGINEERING	103 STORMWATER
DREDGING AND MARINE	118 MARINE ENGINNERING
FOREFRONT ARCHITECTURE	109 STRUCTURAL SYSTEMS
ENSITE INC	103 STORMWATER
	106 LANDSCAPE ARCHITECT
	107 COMMUNITY & NEIGHBORHOOD
	111 CIVIL ENGINEERING
GMA ARCHITECTS	102 ARCHITECTURAL
	107 COMMUNITY & NEIGHBORHOOD
GRAEF	108 ELECTRICAL SYSTEMS
	118 MARINE ENGINNERING
HALEY WARD	105 SURVEYING SERVICES
	117 ENVIRONMENTAL ASSESSMENT
HANS WILSON	117 ENVIRONMENTAL ASSESSMENT
	118 MARINE ENGINNERING

HYATT SURVEY	105 SURVEYING SERVICES
JEZERINAC	109 STRUCTURAL SYSTEMS
JOHNSON ENGINEERING	101 WATER RESOURCES
	103 STORM WATER
	105 SURVEYING SERVICES
	106 LANDSCAPING ARCHITECT
	108 ELECTRICAL SYSTEMS
	113 PLANNING AND TRAFFIC
	115 FLOODPLAIN MANAGEMENT
	117 ENVIRONMENTAL ASSESSMENTS
JR EVANS	101 WATER RESOURCES
	112 BUILDING SERVICES
	115 FLOODPLAIN MANAGEMENT
	118 MARINE ENGINNERING
K2M DESIGN	102 ARCHITECTURAL DESIGN
	107 COMMUNITY & NEIGHBORHOOD
	108 ELECTRICAL SYSTEMS
	120 HISTORICAL RESTORATION
LJA ENGINEERING	106 LANDSCAPE ARCHITECT
	119 GIS
PROFESSIONAL SERVICES	110 GEO
	117 ENVIRONMENTAL ASSESSMENT
RADISE	110 GEO
RG ARCHITECT	102 ARCHITECTUAL
RWA	101 WATER RESOURCES
	104 WATER DISTRIBUTION
	106 LANDSCAPE ARCHITECT
	107 COMMUNITY & NEIGHBORHOOD
	111 CIVIL ENGINEERING
SCHENKEL & SHULTZ	102 ARCHITECTUAL
TETRA TECH	101 WATER RESOURCES
	103 STORM WATER
	104 WATER DISTRIBUTION
	105 SURVEYING SERVICES
	108 ELECTRICAL SYSTEMS
	111 CIVIL ENGINEERING
	112 BUILDING SERVICES
	114 PLANNING AND ZONING
	119 GIS
TRAFFIC & MOBILITY	113 PLANNING AND ZONING
WESTON & SAMPSON	104 WATER DISTRIBUTION
	109 STRUCTURAL SYSTEMS

LIST OF TOP RANKED RECOMMENDED FIRMS BY CATEGORY

101 WATER RESOURCES

- TETRA TECH INC
- JOHNSON ENGINEERING INC
- RWA INC
- JR EVANS ENGINEERING PA
- BOWMAN CONSULTING GROUP LTD

102 ARCHITECTURAL DESIGNS

- ADG ARCHITECTUAL LLC
- K2M DESIGN INC
- GMA ARCHITECTS AND PLANNERS
- BURT HILL/POLLOCK KRIEG ARCHITECT INC
- RG ARCHITECT

103 STORM WATER

- TETRA TECH INC
- JOHNSON ENGINEERING INC
- CW3 ENGINEERING INC
- ENSITE INC
- BOWMAN CONSULTING GROUP

104 WATER DISTRIBUTION INCLUDING LIFT AND PUMP STATION DESIGN

- TETRA TECH INC
- CW3 ENGINEERING INC
- RWA INC
- BOWMAN CONSULTING GROUP LRD
- WESTON & SAMPSON ENGINEERING INC

105 SURVEYING SERVICES

- COASTAL ENGINEERING CONSULTANTS
- JOHNSON ENGINEERING
- TETRA TECH INC
- HYATT SURVEY SERVICES INC
- HALEY WARD INC

106 LANDSCAPE ARCHITECT

- JOHNSON ENGINEERING INC
- ENSITE INC
- RWA INC
- LJA ENGINEERING INC
- BOWMAN CONSULTING GROUP LTD

107 COMMUNITY AND NEIGHBORHOOD IMPROVEMENTS

- ENSITE INC, K2M DESIGN INC
- GMA ARCHITECTS & PLANNING
- RWA INC, AXIS INFRASTRUCTURE

108 E**LECTRICAL SYSTEMS**

- JOHNSON ENGINEERING INC
- TETRA TECH INC
- GRAEF-USA
- K2M DESIGN INC
- AXIS INFRASTRUCTURE

109 S**TRUCTURAL SYSTEMS**

- JEZERINAC GROUP
- BOLT ENGINEERING INC
- WESTON & SAMPSON ENGINEERING INC
- AXIS INFRASTRUCTURE LLC
- FOREFRONT ARCHITECTURE AND ENGINEERING

110 GEO-TECHNICAL ANALYSIS

- RADISE INTERNAIONAL LLC
- PROFESSIONAL SERVICES INDUSTRIES INC

111 CIVIL ENGINEERING

- TETRA TECH INC
- ENSITE INC
- RWA INC
- BOWMAN CONSULTING GROUP LTD
- AIM ENGINEERING & SURVEY INC

112 DEVELOPMENT AND BUILDING SERVICES

- TETRA TECH INC
- CAP ENGINEERING INC
- JR EVANS ENGINEERING PA AND CASTELLANOS & TRAMONTE ARCHITECTS

113 TRANSPORTATION PLANNING & TRAFFIC ENGINEERING SERVICES

- JOHNSON ENGINEERING INC
- AIM ENGINEERING & SURVEYING INC
- CORRADINO GROUP LLC
- TRAFFIC & MOBILITY CONSULTANTS LLC
- BOWMAN CONSULTING GROUP

114 **PLANNING & ZONING**

- AXIS INFRASTRUCTURE LLC
- TETRA TECH INC
- CORRADINO GROUP INC
- JOHNSON ENGINEERING INC
- BOWMAN CONSULTING GROUP

115 FLOODPLAIN MANAGEMENT

- AXIS INFRASTRUCTURE LLC
- JOHNSON ENGINEERING INC
- CAP GOVERNMENT INC
- JR EVANS ENGINEERING PA

- AIM ENGINEERING & SURVEYING INC

117 ENVIRONMENTAL ASSESSMENTS

- JOHNSON ENGINEERING INC
- HANS WILSON & ASSOCIATES
- AIM ENGINEERING & SURVEYING INC
- HALEY WARD INC
- PROFESSIONAL SERVICES INDUSTRIES INC

118 MARINE ENGINEERING

- COASTAL ENGINEERING CONSULTANTS' INC
- HANS WILSON & ASSOCIATES INC
- DREDGING & MARINE CONSULTANTS LLC
- BOLT ENGINEERING INC
- GRAEF-USA INC, JR EVANS
- JR EVANS ENGINEERING

119 GIS

- TETRA TECH INC
- AIM ENGINEERING & SURVEYING INC
- AXIS INFRASTRUCTURE LLC
- BOWMAN CONSULTING GROUP INC
- LJA ENGINEERING INC

120 HISTORICAL RESTORATIONS

- K2M DESIGN INC
- CASTELLAMOS & TRAMONTE ARCHITECTS

RESOLUTION NUMBER 25-244

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKINGS OF THE PROFESSIONAL SERVICE FIRMS BY THE TOWN MANAGER AS RECOMMENDED BY THE SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSES RECEIVED TO RFQ-24-06-AD FOR ONGOING MISCELLANEOUS PROFESSIONAL SERVICES; AUTHORIZE THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE TOP RANKED FIRMS FOR EACH CATEGORY OF WORK INCLUDED WITHIN THE REQUEST FOR QUALIFICATIONS, 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, pursuant to a competitive procurement process in compliance with state law and Town Code - RFQ-24-06-AD "Ongoing Miscellaneous Professional Services" - in July of 2024 the Town Selection Advisory Committee recommends authorizing the Town Manager or designee to negotiate with the top ranked firms ("Firms").

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 top ranked Firms bid packages are linked to the CivicPlus for the review of Town Council and to approve the Town Manager to move forward in negotiations.

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 _____ 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 August 18, 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:

Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of August 2025.

CATEGORY	MAXIMUM POINTS PER SELECTION COMMITTEE ME				
101 WATER RESOURCE					
Proposing Firms	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**
Tetra Tech, Inc.	100	100	92	90	83
Johnson Engineering, Inc.	99	100	79	71	72
RWA, Inc.	98	85	88	70	62
JR Evans Engineering, PA	95	95	78	61	74
Bowman Consulting Group, Ltd.	80	90	87	67	74
102 ARCHITECTURAL DESIGN					
Proposing Firm	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**
ADG Architecture, LLC	99	100	94	80	84
K2M Design, Inc.	100	95	85	67	86
GMA Architects & Planners, LLC	99	100	84	72	71
Burt Hill/Pollock Krieg Architectects, Inc.	100	100	84	72	66
RG Architects, PA	98	100	81	69	74
Schenkel & Shultz	98	100	81	63	66
103 STORMWATER					
Proposing Firms	**Joe**	**Frankie**	**Mark**	**Jeff**	**Chadd**
Tetra Tech	100	100	87	90	86
Johnson Engineering, Inc.	99	100	70	90	81
CW3 Engineering, Inc.	98	100	65	83	71
Ensite, Inc.	97	100	61	81	76
Bowman Consulting Group	95	100	65	87	63
104 WATER DISTRIBUTION, INCLUDING LIFT AND PUMP STATION DESIGN					
Proposing Firms	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**
Tetra Tech, Inc.	100	100	92	87	82
CW3 Engineering, Inc.	99	100	84	71	72
RWA, Inc.	98	85	88	70	81
Bowman Consulting Group, Ltd.	96	90	87	65	66
Weston & Sampson Engineers, Inc.	95	85	83	72	69
JR Evans Engineering, PA	65	100	87	61	74
105 SURVEYING SERVICES					
Proposing Firm	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**
Coastal Engineering Consultants, Inc.	100	90	89	71	91
Johnson Engineering, Inc.	99	100	84	70	73
Tetra Tech, Inc.	100	90	89	87	60
Hyatt Survey Services, Inc.	95	100	84	59	84
Haley Ward, Inc.	80	100	94	80	67
Bowman Consulting Group, Ltd.	95	100	87	75	63
106 LANDSCAPE ARCHITECT					
Proposing Firms	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**
Johnson Engineering, Inc.	99	100	91	70	73
Ensite, Inc.	100	100	85	71	75
RWA, Inc.	95	85	82	71	74
LJA Engineering, Inc.	80	100	83	48	74
Bowman Consulting Group, Ltd.	65	90	87	65	55

EMBER 100	RANKING
Committee Total	Ranking
465	1
421	2
403	3
403	4
398	5
Committee Total	Ranking
457	1
433	2
426	3
422	4
422	4
408	5
Committee Total	Ranking
463	1
440	2
417	3
415	4
410	5
Committee Total	Ranking
461	1
426	2
422	3
404	4
404	4
387	5
Committee Total	Ranking
441	1
426	2
426	2
422	3
421	4
420	5
Committee Total	Ranking
433	1
431	2
407	3
385	4
362	5

CATEGORY	MAXIMUM POINTS	
107 COMMUNITY & NEIGHBORH		
Proposing Firms	Joe	Frankie
Ensite, Inc.	100	98
K2M Design, Inc.	100	95
GMA Architects & Planners, LLC	99	100
RWA, Inc.	99	80
Axis Infrastructure, LLC	90	100
108 ELECTRICAL SY		
Proposing Firms	Joe	Frankie
Johnson Engineering, Inc.	98	100
Tetra Tech Inc.	99	100
Graef-USA, Inc.	95	93
K2M Design, Inc.	63	100
Axis Infrastruture	63	100
109 STRUCTURAL S		
Proposing Firms	Joe	Frankie
Jezerinac Group	100	100
Bolt Engineering, Inc.	99	100
Weston & Sampson Engineers, Inc.	95	75
Axis Infrastructure, LLC	63	100
Forefront Architecture and Engineering	80	95
110 GEO TECHNICAL		
Proposing Firm	Joe	Frankie
Radise International, LC	100	85
Professional Services Industries, Inc (PSI)	99	85
111 CIVIL ENGINEI		
Proposing Firm	Joe	Frankie
Tetra Tech, Inc.	99	95
Ensite, Inc.	98	98
RWA, Inc.	100	80
Bowman Consulting Group, Ltd.	89	95
AIM Engineering & Surveying, Inc.	75	100
112 Development and Bui		
Proposing Firm	Joe	Frankie
Tetra Tech, Inc.	99	98
CAP Government, Inc.	95	80
JR Evans Engineering PA	65	100
Castellanos + Tramonte Architects	10	100
113 TRANSPORTATION PLANNING & TRA		
Proposing FIrm	Joe	Frankie
Johnson Engineering, Inc.	100	98
AIM Engineering & Surveying, Inc.	100	98
Corradino Group, Inc.	95	95
Traffic & Mobility Consultants, LLC	75	96
Bowman Consulting Group, Ltd.	80	100

S PER SELECTION COMMITTEE MEMBER 100				RANKING	CATEGORY
OOD IMPROVEMENTS					
Jeff	Mark	Chadd	mmittee Tot	Ranking	Proposing Firm
80	71	80	429	1	Axis Infrastructure, LLC
83	67	80	425	2	Tetra Tech, Inc.
84	72	65	420	3	Corradino Group, Inc.
90	70	75	414	4	Johnson Engineering, Inc.
82	62	77	411	5	Bowman Consulting Group, Ltd.
YSTEMS					
Jeff	Mark	Chadd	Committee T	Ranking	
85	70	79	432	1	Proposing Firm
85	87	52	423	2	Axis Infrastructure, LLC
86	72	74	420	3	Johnson Engineering, Inc.
78	67	75	383	4	CAP Government, Inc.
95	62	59	379	5	JR Evans Engineering, PA
YSTEMS					AIM Engineering & Surveying, Inc.
Jeff	Mark	Chadd	mmittee Tot	Ranking	
84	60	74	418	1	No Proposing Firms
82	71	45	397	2	117 ENVIRONMENTAL SERVICES
89	72	51	382	3	Proposing Firm
95	62	56	376	4	Johnson Engineering, Inc.
87	72	40	374	5	Hans Wilson & Associates, Inc.
ANALYSIS					AIM Engineering & Surveying, Inc.
Jeff	Mark	Chadd	Committee T	Ranking	Haley Ward Inc.
98	59	60	402	1	Professional Services Industries, Inc (PSI)
93	53	45	375	2	
ERING					Proposing Firm
Jeff	Mark	Chadd	Committee T	Ranking	Coastal Engineering Consultants, Inc.
87	87	54	422	1	Hans Wilson & Associates, Inc.
83	71	63	413	2	Dredging & Marine Consultants, LLC
83	70	74	407	3	Bolt Engineering, Inc.
88	70	63	405	4	Graef-USA, Inc.
85	75	69	404	5	JR Evans Engineering, PA
ilding Services					
Jeff	Mark	Chadd	Committee T	Ranking	Proposing Firms
88	87	50	422	1	Tetra Tech, Inc.
84	63	74	396	2	AIM Engineering & Surveying, Inc.
78	66	73	382	3	Axis Infrastructure, LLC
86	61	15	272	4	Bowman Consulting Group, Ltd.
FFIC ENGINEERING SERVICES					LJA Engineering, Inc.
Jeff	Mark	Chadd	mmittee Tot	Ranking	
76	70	81	425	1	Proposing Firm
82	75	40	395	2	K2M Design, Inc.
80	74	50	394	3	Castellanos + Tramonte Architects
79	57	74	381	4	
81	70	49	380	5	

MAXIMUM POINTS PER SELECTION COMMITTEE MEMBER 100						RANKING
114 PLANNING / ZONING						
Joe	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee T**	**Ranking**
100	100	98	62	92	**452**	**1**
99	100	91	87	69	**446**	**2**
95	98	84	74	84	**435**	**3**
100	98	85	70	66	**419**	**4**
45	100	86	70	46	**347**	**5**
115 Flood Plain Management						
Joe	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee T**	**Ranking**
99	100	98	62	83	**442**	**1**
100	98	86	71	57	**412**	**2**
80	86	90	63	85	**404**	**3**
65	100	83	61	78	**387**	**4**
83	100	82	75	26	**366**	**5**
116 ARCHAEOLOGICAL SERVICES						
Joe	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee T**	**Ranking**
Joe	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee T**	**Ranking**
100	98	83	70	86	**437**	**1**
90	100	83	65	90	**428**	**2**
100	100	82	75	50	**407**	**3**
55	100	95	80	65	**395**	**4**
100	89	82	53	45	**369**	**5**
118 MARINE ENGINEERING						
Joe	**Frankie**	**Jeff**	**Mark**	**Chadd**	**mmittee Tot**	**Ranking**
100	100	87	73	96	**456**	**1**
95	100	86	65	89	**435**	**2**
97	98	89	76	50	**410**	**3**
98	100	87	71	40	**396**	**4**
94	98	82	72	50	**396**	**4**
55	100	83	61	66	**365**	**5**
119 GEOGRAPHIC INFORMATION SYSTEM						
Joe	**Frankie**	**Jeff**	**Mark**	**Chadd**	**mmittee Tot**	**Ranking**
70	88	83	78	56	**375**	1
60	90	76	63	53	**342**	**2**
58	90	83	54	43	**328**	**3**
35	90	73	60	63	**321**	**4**
70	90	70	44	45	**319**	**5**
120 HISTORICAL RESTORATION						
Joe	**Frankie**	**Jeff**	**Mark**	**Chadd**	**mmittee Tot**	**Ranking**
90	88	88	71	43	**380**	**1**
35	90	84	59	41	**309**	**2**

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

101 WATER RESOURCE	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firms	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Tetra Tech, Inc.	100	100	92	90	83	**465**	**1**	**Yes**
Johnson Engineering, Inc.	99	100	79	71	72	**421**	**2**	**Yes**
RWA, Inc.	98	85	88	70	62	**403**	**3**	**Yes**
JR Evans Engineering, PA	95	95	78	61	74	**403**	**4**	**Yes**
Bowman Consulting Group, Ltd.	80	90	87	67	74	**398**	**5**	**Yes**
AIM Engineering & Surveying, Inc.	75	100	82	75	63	**395**	**6**	**No**
LJA Engineering, Inc.	80	100	80	48	76	**384**	**7**	**No**
CW3 Engineering, Inc.	99	100	74	60	51	**384**	**7**	**No**
RESPEC Company, LLC.	80	75	84	54	65	**358**	**8**	**No**
Rummel, Klepper & Kahl, LLP	63	75	81	63	57	**339**	**9**	**No**
American Structurepoint, Inc.	43	65	88	50	37	**283**	**10**	**No**
Castellanos & Tramonte	10	100	80	71	17	**278**	**11**	**No**
Total	922	1085	993	780	731	**4511**		

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

102 ARCHITECTURAL DESIGN	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firm	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
ADG Architecture, LLC	99	100	94	80	84	**457**	**1**	**Yes**
K2M Design, Inc.	100	95	85	67	86	**433**	**2**	**Yes**
GMA Architects & Planners, LLC	99	100	84	72	71	**426**	**3**	**Yes**
Burt Hill/Pollock Krieg Architectects, Inc.	100	100	84	72	66	**422**	**4**	**Yes**
RG Architects, PA	98	100	81	69	74	**422**	**4**	**Yes**
Schenkel & Shultz	98	100	81	63	66	**408**	**5**	**Yes**
WJArchitects, Inc. (Wannemacher Jensen)	73	95	82	72	81	**403**	**6**	**No**
Forefront Architecture and Engineering	80	85	83	72	77	**397**	**7**	**No**
Axis Infrastructure, LLC	63	100	97	62	70	**392**	**8**	**No**
Weston & Sampson Engineers, Inc.	80	88	83	63	71	**385**	**9**	**No**
DLZ Florida, LLC	75	83	84	46	73	**361**	**10**	**No**
Castellanos & Tramonte	45	100	80	66	64	**355**	**11**	**No**
American Structurepoint, Inc.	53	65	88	50	65	**321**	**12**	**No**
Barrientos design & consulting	45	65	83	43	64	**300**	**13**	**No**
Tamara Peacock Co.	45	0	83	69	0	**197**	**14**	**No**
Total	**1153**	**1276**	**1272**	**966**	**1012**	**5679**		

****Ranking missed on Tamara Peacock Co, even if Peacock received 200 extra points, the company would tie for 7th place**

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

103 STORMWATER	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firms	**Joe**	**Frankie**	**Mark**	**Jeff**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Tetra Tech	100	100	87	90	86	**463**	**1**	**Yes**
Johnson Engineering, Inc.	99	100	70	90	81	**440**	**2**	**Yes**
CW3 Engineering, Inc.	98	100	65	83	71	**417**	**3**	**Yes**
Ensite, Inc.	97	100	61	81	76	**415**	**4**	**Yes**
Bowman Consulting Group	95	100	65	87	63	**410**	**5**	**Yes**
AIM Engineering & Surveying, Inc.	75	100	75	82	71	**403**	**6**	**No**
RWA, Inc.	98	85	70	88	59	**400**	**7**	**No**
JR Evans Engineering, PA	70	95	61	85	83	**394**	**8**	**No**
Axis Infrastructure, LLC	63	100	66	95	61	**385**	**9**	**No**
LJA Engineering, Inc.	80	100	48	83	72	**383**	**10**	**No**
Weston & Sampson Engineers, Inc.	80	85	72	83	54	**374**	**11**	**No**
American Structurepoint, Inc.	58	65	50	88	49	**310**	**12**	**No**
RESPEC Company, LLC	98	75	54	83	0	**310**	**12**	**No**
Castellanos & Tramonte	10	100	66	81	38	**295**	**13**	**No**
Total	**1121**	**1305**	**688**	**1199**	**864**	**5177**		

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

104 WATER DISTRIBUTION, INCLUDING LIFT AND PUMP STATION DESIGN	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firms	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Tetra Tech, Inc.	100	100	92	87	82	**461**	**1**	**Yes**
CW3 Engineering, Inc.	99	100	84	71	72	**426**	**2**	**Yes**
RWA, Inc.	98	85	88	70	81	**422**	**3**	**Yes**
Bowman Consulting Group, Ltd.	96	90	87	65	66	**404**	**4**	**Yes**
Weston & Sampson Engineers, Inc.	95	85	83	72	69	**404**	**4**	**Yes**
JR Evans Engineering, PA	65	100	87	61	74	**387**	**5**	**Yes**
AIM Engineering & Surveying, Inc.	70	100	82	75	56	**383**	**6**	**No**
LJA Engineering, Inc.	80	100	84	48	71	**383**	**6**	**No**
RESPEC Company, LLC	89	75	86	54	60	**364**	**7**	**No**
Rummel, Klepper & Kahl, LLP	63	80	83	61	71	**358**	**8**	**No**
American Structurepoint, Inc.	40	75	88	50	37	**290**	**9**	**No**
Castellanos & Tramonte	10	100	84	66	17	**277**	**10**	**No**
Total Points	905	1090	1028	780	756	**4559**		

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

105 SURVEYING SERVICES	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firm	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Coastal Engineering Consultants, Inc.	100	90	89	71	91	**441**	**1**	Yes
Johnson Engineering, Inc.	99	100	84	70	73	**426**	**2**	Yes
Tetra Tech, Inc.	100	90	89	87	60	**426**	**2**	Yes
Hyatt Survey Services, Inc.	95	100	84	59	84	**422**	**3**	Yes
Haley Ward, Inc.	80	100	94	80	67	**421**	**4**	Yes
Bowman Consulting Group, Ltd.	95	100	87	75	63	**420**	**5**	Yes
AIM Engineering & Surveying, Inc.	97	100	82	75	56	**410**	**6**	No
RWA, Inc.	98	85	87	70	68	**408**	**7**	No
LJA Engineering, Inc.	80	100	82	48	78	**388**	**8**	No
Castellanos & Tramonte	10	90	85	66	31	**282**	**9**	No
Total	854	955	863	701	671	**4044**		

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

106 LANDSCAPE ARCHITECT	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firms	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Johnson Engineering, Inc.	99	100	91	70	73	**433**	**1**	**Yes**
Ensite, Inc.	100	100	85	71	75	**431**	**2**	**Yes**
RWA, Inc.	95	85	82	71	74	**407**	**3**	**Yes**
LJA Engineering, Inc.	80	100	83	48	74	**385**	**4**	**Yes**
Bowman Consulting Group, Ltd.	65	90	87	65	55	**362**	**5**	**Yes**
Castellanos & Tramonte	10	100	85	66	31	**292**	**6**	**No**
Weston & Sampson Engineers, Inc.	0	85	82	72	0	**239**	**7**	**No**
Total Points	449	660	595	463	382	**2549**		

ok

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

107 COMMUNITY & NEIGHBORHOOD IMPROVEMENTS	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firms	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Ensite, Inc.	100	98	80	71	80	**429**	**1**	**Yes**
K2M Design, Inc.	100	95	83	67	80	**425**	**2**	**Yes**
GMA Architects & Planners, LLC	99	100	84	72	65	**420**	**3**	**Yes**
RWA, Inc.	99	80	90	70	75	**414**	**4**	**Yes**
Axis Infrastructure, LLC	90	100	82	62	77	**411**	**5**	**Yes**
Bowman Consulting Group, Ltd.	85	95	85	70	63	**398**	**6**	**No**
LJA Engineering, Inc.	80	100	79	48	67	**374**	**7**	**No**
Castellanos & Tramonte	10	95	80	66	50	**301**	**8**	**No**
Total	663	763	663	526	557	**3172**		

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

108 ELECTRICAL SYSTEMS	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firms	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Johnson Engineering, Inc.	98	100	85	70	79	**432**	**1**	**Yes**
Tetra Tech Inc.	99	100	85	87	52	**423**	**2**	**Yes**
Graef-USA, Inc.	95	93	86	72	74	**420**	**3**	**Yes**
K2M Design, Inc.	63	100	78	67	75	**383**	**4**	**Yes**
Axis Infrastruture	63	100	95	62	59	**379**	**5**	**Yes**
Castellanos & Tramonte	10	100	81	66	43	**300**	**6**	**No**
Total	428	593	510	424	382	**2337**		

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

109 STRUCTURAL SYSTEMS	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firms	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Jezerinac Group	100	100	84	60	74	**418**	**1**	**Yes**
Blot Engineering, Inc.	99	100	82	71	45	**397**	**2**	**Yes**
Weston & Sampson Engineers, Inc.	95	75	89	72	51	**382**	**3**	**Yes**
Axis Infrastructure, LLC	63	100	95	62	56	**376**	**4**	**Yes**
Forefront Architecture and Engineering	80	95	87	72	40	**374**	**5**	**Yes**
K2M Design, Inc.	27	100	97	67	59	**350**	**6**	**No**
Castellanos & Tramonte	45	100	83	66	43	**337**	**7**	**No**
Haley Ward Inc.	0	100	98	80	47	**325**	**8**	**No**
American Structurepoint, Inc.	65	75	88	50	44	**322**	**9**	**No**
Graef-USA, Inc.	98		83	72	47	**300**	**10**	**No**
Total	672	845	886	672	506	**3581**		

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

110 GEO TECHNICAL ANALYSIS	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firm	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Radise International, LC	100	85	98	59	60	**402**	**1**	**Yes**
Professional Services Industries, Inc (PSI)	99	85	93	53	45	**375**	**2**	**Yes**
Castellanos & Tramonte	10	90	81	66	4	**251**	**3**	**No.**
Total	209	260	272	178	109	**1028**		

116- Transportation Planning Traffic Engineering Services

N

Double Check

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

111 CIVIL ENGINEERING	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firm	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Tetra Tech, Inc.	99	95	87	87	54	**422**	**1**	**Yes**
Ensite, Inc.	98	98	83	71	63	**413**	**2**	**Yes**
RWA, Inc.	100	80	83	70	74	**407**	**3**	**Yes**
Bowman Consulting Group, Ltd.	89	95	88	70	63	**405**	**4**	**Yes**
AIM Engineering & Surveying, Inc.	75	100	85	75	69	**404**	**5**	**Yes**
Corradino Group, Inc.	85	100	82	74	51	**392**	**6**	**No**
Blot Engineering, Inc.	95	100	82	71	41	**389**	**7**	**No**
CW3 Engineering, Inc.	90	100	81	65	52	**388**	**8**	**No**
Axis Infrastructure, LLC	63	100	96	62	66	**387**	**9**	**No**
Weston & Sampson Engineers, Inc.	95	75	83	72	62	**387**	**9**	**No**
JR Evans Engineering, PA	65	100	84	61	77	**387**	**9**	**No**
Graef-USA, Inc.	80	100	83	72	48	**383**	**10**	**No**
RESPEC Company, LLC	100	75	85	54	64	**378**	**11**	**No**
Haley Ward Inc.	55	100	92	80	45	**372**	**12**	**No**
LJA Engineering, Inc.	80	100	80	48	49	**357**	**13**	**No**
American Structurepoint, Inc.	60	75	88	50	30	**303**	**14**	**No**
Castellanos & Tramonte	10	100	81	66	19	**276**	**15**	**No**
Total	1339	1593	1443	1148	927	**6450**		

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Debris Monitoring
RFQ-24-06-AD

112 Development and Building Services	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firm	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Tetra Tech, Inc.	99	98	88	87	**50**	**422**	**1**	**Yes**
CAP Government, Inc.	95	80	84	63	**74**	**396**	**2**	**Yes**
JR Evans Engineering PA	65	100	78	66	**73**	**382**	**3**	**Yes**
Castellanos + Tramonte Architects	10	100	86	61	**15**	**272**	**4**	**Yes**
Total points	269	378	336	277	**212**	**1472**		

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

113 TRANSPORTATION PLANNING & TRAFFIC ENGINEERING SERVICES	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
	20							
Proposing Firm	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Johnson Engineering, Inc.	100	98	76	70	81	**425**	**1**	**Yes**
AIM Engineering & Surveying, Inc.	100	98	82	75	40	**395**	**2**	**Yes**
Corradino Group, Inc.	95	95	80	74	50	**394**	**3**	**Yes**
Traffic & Mobility Consultants, LLC	75	96	79	57	74	**381**	**4**	**Yes**
Bowman Consulting Group, Ltd.	80	100	81	70	49	**380**	**5**	**Yes**
Axis Infrastructure, LLC	68	100	95	62	49	**374**	**6**	**No**
Rummel, Klepper & Kahl, LLP	58	100	85	63	61	**367**	**7**	**No**
LJA Engineering, Inc.	90	100	85	48	40	**363**	**8**	**No**
American Structurepoint, Inc.	70	75	88	50	40	**323**	**9**	**No**
Total Points	736	862	751	569	484	**3402**		

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

114 PLANNING / ZONING	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firm	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Axis Infrastructure, LLC	100	100	98	62	92	**452**	**1**	**Yes**
Tetra Tech, Inc.	99	100	91	87	69	**446**	**2**	**Yes**
Corradino Group, Inc.	95	98	84	74	84	**435**	**3**	**Yes**
Johnson Engineering, Inc.	100	98	85	70	66	**419**	**4**	**Yes**
Bowman Consulting Group, Ltd.	45	100	86	70	46	**347**	**5**	**Yes**
LJA Engineering, Inc.	80	100	81	48	38	**347**	**5**	**Yes**
American Structurepoint, Inc.	53	75	88	50	35	**301**	**6**	**No**
Florida Technical Consultants LLC	0	91	80	65	43	**279**	**7**	**No**
Total	572	762	693	526	473	**3026**		

ok

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

115 Flood Plain Management	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	)MMENDATION
Proposing Firm	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Axis Infrastructure, LLC	99	100	98	62	83	**442**	**1**	
Johnson Engineering, Inc.	100	98	86	71	57	**412**	**2**	
CAP Government, Inc.	80	86	90	63	85	**404**	**3**	
JR Evans Engineering, PA	65	100	83	61	78	**387**	**4**	
AIM Engineering & Surveying, Inc.	83	100	82	75	26	**366**	**5**	
American Structurepoint, Inc.	63	75	88	50	26	**302**	**6**	
LJA Engineering, Inc.	80		80	48	26	**234**	**7**	
Total points	570	559	607	430	381	**2547**		

****Ranking missed on LJA Engineering, even if LJA received 100 extra points, the company would come in 6th place**

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

116 ARCHAEOLOGICAL SERVICES	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
No Proposing Firms	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
No Proposing Firms	0	0	0	0	0	**0**	**0**	No

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

117 ENVIRONMENTAL SERVICES	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firm	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Johnson Engineering, Inc.	100	98	83	70	86	**437**	**1**	**Yes**
Hans Wilson & Associates, Inc.	90	100	83	65	90	**428**	**2**	**Yes**
AIM Engineering & Surveying, Inc.	100	100	82	75	50	**407**	**3**	**Yes**
Haley Ward Inc.	55	100	95	80	65	**395**	**4**	**Yes**
Professional Services Industries, Inc (PSI)	100	89	82	53	45	**369**	**5**	**Yes**
American Structurepoint, Inc.	58	75	88	50	33	**304**	**6**	**No**
Castellanos & Tramonte	10	100	83	66	6	**265**	**7**	**No**
Total	513	662	596	459	375	**2605**		

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

118 MARINE ENGINEERING	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Proposing Firm	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Total**	**Ranking**	**Yes/No**
Coastal Engineering Consultants, Inc.	100	100	87	73	96	**456**	**1**	**Yes**
Hans Wilson & Associates, Inc.	95	100	86	65	89	**435**	**2**	**Yes**
Dredging & Marine Consultants, LLC	97	98	89	76	50	**410**	**3**	**Yes**
Blot Engineering, Inc.	98	100	87	71	40	**396**	**4**	**Yes**
Graef-USA, Inc.	94	98	82	72	50	**396**	**4**	**Yes**
JR Evans Engineering, PA	55	100	83	61	66	**365**	**5**	**Yes**
Total	539	539	514	418	391	**2401**		

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

119 GEOGRAPHIC INFORMATION SYSTEM	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST
Proposing Firms	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Totals**	**Ranking**
Tetra Tech, Inc.	70	88	83	78	56	**375**	1
AIM Engineering & Surveying, Inc.	60	90	76	63	53	**342**	**2**
Axis Infrastructure, LLC	58	90	83	54	43	**328**	**3**
Bowman Consulting Group, Ltd.	35	90	73	60	63	**321**	**4**
LJA Engineering, Inc.	70	90	70	44	45	**319**	**5**
JR Evans Engineering, PA	15	90	74	54	75	**308**	
Florida Technical Consultants LLC	75	0	75	58	67	**275**	
Graef-USA, Inc.	65	0	70	64	52	**251**	
WJArchitects, Inc. (Wannemacher Jensen)	53	0	74	64	0	**191**	
Total	501					**501**	

Technical Qualifications Evaluation
Ongoing Miscellaneous Professional Services

120 Historical Restoration	MAXIMUM POINTS PER PROPOSING FIRM IS 100. TOTAL MAXIMUM POINTS FOR PROPOSING FIRM BY SELECTION COMMITTEE IS 500 POINTS						RANKING - #1 BEST	RECOMMENDATION
Historical Restoration								
Proposing Firm	**Joe**	**Frankie**	**Jeff**	**Mark**	**Chadd**	**Committee Totals**	**Ranking**	**Yes/No**
K2M Design, Inc.	90	88	88	71	43	**380**	**1**	Yes
Castellanos + Tramonte Architects	35	90	84	59	41	**309**	**2**	Yes
Total	125	178	172	130	84	**689**		

Firm Name	101 - Water Resource	102 - Architectural Design	103 - Stormwater
ADG Architecture, LLC		X	
AIM Engineering & Surveying, Inc.	X		X
American Structurepoint, Inc.	X	X	X
Axis Infrastructure, LLC		X	X
Barrientos design & consulting		x	
Blot Engineering, Inc.			
Bowman Consulting Group, Ltd.	X		X
Burt Hill/Pollock Krieg Architectects, Inc.		x	
CAP Government, Inc.			
Castellanos & Tramonte	X	X	X
Coastal Engineering Consultants, Inc.			
CW3 Engineering, Inc.	x		x
DLZ Florida, LLC		x	
Dredging & Marine Consultants, LLC			
Ensite, Inc.			x
Florida Technical Consultants LLC			
Forefront Architecture and Engineering		x	
GMA Architects & Planners, LLC		x	
Graef-USA, Inc.			
Haley Ward Inc.			
Hans Wilson & Associates, Inc.			
Hyatt Survey Services, Inc.			
Jezerinac Group			
Johnson Engineering, Inc.	x		x
JR Evans Engineering, PA	x		x
K2M Design, Inc.		x	
LJA Engineering, Inc.	x		x
Professional Services Industries, Inc (PSI)			
Radise International, LC			
RESPEC Company, LLC	x		x
RG Architects, PA		x	
Rummel, Klepper & Kahl, LLP	x		

RWA, Inc.	**x**		**x**
Schenkel & Shultz		**x**	
Studio AD (INCOMPLETE)			
Tamara Peacock Co. Architects of FL, Inc dba Peacock Architects		**x**	
Tetra Tech, Inc.	**x**		**x**
Corradino Group, Inc.			
Traffic & Mobility Consultants, LLC			
WJArchitects, Inc. (Wannemacher Jensen)		**x**	
Weston & Sampson Engineers, Inc.		**x**	**x**

104 - Water Distribution, Including Lift and Pump Station Design	105 - Surveying Services	106 - Landscape Architect	107 -Community & Neighborhood Improvements	108 - Electrical Systems	109 - Structural Systems	110 - Geo Technical Analysis	111 - Civil Engineering	112 - Development and Building Services
X	X						X	
X					X		X	
			X	X	X		X	
					x		x	
X	X	X	X				X	
								x
X	X	X	X	X	X	X	X	X
	x							
x							x	
		x	x				x	
					x			
			x					
				x	x		x	
	x				x		x	
	x							
					x			
	x	x		x				
x							x	x
			x	x	x			
x	x	x	x				x	
						x		
						x		
x							x	
x								

x	x	x	x				x	
x	x			x			x	x
							x	
x		x			x		x	

113 - Transportation Planning & Traffic Engineering Services	114 - Planning /Zoning	115 - Floodplain Management	116- Archaeolgical Services	117- Environmental Services	118- Marine Engineering	119- Geographical Information System	120- Historical Restoration
X		X		X		X	
X	X	X		X			
X	X	X				X	
					x		
X	X					X	
		x					
				X			X
					x		
					x		
	x					x	
					x	x	
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x	x	x		x			
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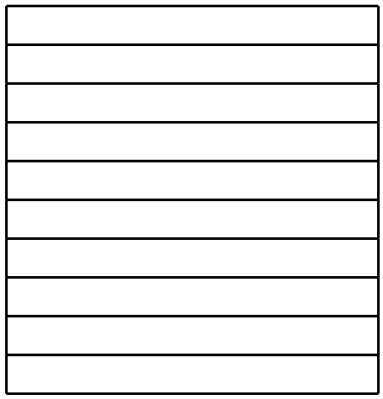
CONTACT INFORMATION

[redacted]



THE TOWN OF FORT MYERS BEACH

REQUEST FOR QUALIFICATIONS
TO PROVIDE

ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

FOR THE TOWN OF FORT MYERS BEACH
RFQ-24-06-AD

Issued: July 19, 2024
Proposals Due: August 19, 2024
2:00 p.m. EST

Prepared by:

Town of Fort Myers Beach
2731 Oak Street
Fort Myers Beach, FL 33931

TOWN OF FORT MYERS BEACH FLORIDA

REQUEST FOR QUALIFICATIONS
RFQ-24-06-AD
ONGOING MISCELLANEOUS PROFESSIONAL SERVICES

Dated: July 19, 2024

Pursuant to the requirements of Florida Statutes (F.S.), Chapter 287, the Town of Fort Myers Beach anticipates seeking professional consultant services for the purpose of assisting the Town with miscellaneous professional services.

Before submitting Professional Qualifications and Letters of Interest, interested parties must obtain a copy of the complete Request for Qualifications package entitled RFQ-24-06-AD, Town of Fort Myers Beach Ongoing Miscellaneous Professional Services dated July 19, 2024 for this project from www.demandstar.com or by calling (239) 765-0202. If the Official Documents are not obtained as directed above, or are modified in any manner, the Professional Qualifications and Letter of Interest will not be accepted for consideration by the Town.

Submittals are subject to the conditions specified hereon and on the attached sheets, including any addenda. All responses must be submitted electronically through Demandstar.com to be considered, no later than **2:00 PM local time, Monday, August 19, 2024**.

Questions: All questions about the meaning or intent of the RFQ documents must be directed in writing via e-mail to Contracts Manager (bids@fmbgov.com). **No verbal inquiries will be accepted.** Questions received less than seven (7) days prior to the submittal date may not be answered. All properly received questions will be answered by written addenda and will be binding. Oral and other interpretations or clarifications that are not contained in an official addendum will be without legal effect. All addenda shall be signed by the Consultant as acknowledged and incorporated with the submittal.

Respondents may not contact any member of the selection committee, Town employees or Town elected officials during this solicitation process. All questions or request for clarification must be routed through the Contracts Manager at bids@fmbgov.com

The Town's s final selection meeting dates will be listed on the Town website at www.fmbgov.com

Response Procedure: The deadline for submission of the Professional Qualifications and Letter of Interest for this Project by qualified consultants is **Monday, August 19, 2024 no later than 2:00 p.m. local time. Proposals MUST be electronically submitted via Demandstar.com.** Any questions regarding use of Demandstar.com for submittal should be directed to Demandstar prior to proposal due date.

The following format and sequence should be followed in order to provide consistency in the Consultant's responses and to ensure each proposal receives full consideration. Use 8.5" x 11" page format with separating page tabs so that each submittal section can easily be compared with other submittals.

Introduction and Background Information:

a. Title page, including RFQ number and name, consultant's name and address; contact person; telephone and fax numbers; internet e-mail address and closing date and time.
b. Table of contents, including page numbers.
c. Letter of Interest stating interest in this project signed by the person who will have contract authority over this project and stating that the contents of the submittal are true and accurate. This letter must state that the Consultant will meet the insurance requirements of the attached Professional Services Agreement and is willing to execute the attached Professional Services Agreement with the Town of Fort Myers Beach, Florida.
d. Description of the firm, including locations of offices, person(s) responsible for contracting services hereunder, and at which office the contract authority resides.

Qualifications and Experience FOR EACH TYPE OF WORK.

e. A Completed Request for Qualification Submittal for Professional Consultants on the form attached.

f. At least three (3) examples of completed projects representative of the work for which Consultant is applying hereunder, inclusive of contact information for the recipient of services. Projects may be duplicated if applying for multiple types of work.

g. A listing of personnel who would be working on this project, listing their qualifications to perform the work hereunder. This listing must be on the Qualification Form and include the resumes for such personnel complete with a current copy of applicable certifications. The Consultant's Supervisor for this project shall also be identified.

h. An outline of the Consultant's understanding of and approach to providing the required services, no longer than one (1) page in length.

i. An explanation of why the Consultant is well suited to perform the service, no longer than one (1) page in length.

j. A list of sub-consultants that Consultant would propose to use for any of the services associated with tasks awarded under the Professional Services Agreement.

Suitability and Stability of the Firm

k. A list of at least three (3) client references, exclusive of those identified above, which includes the following information: 1) Name of contacting agency, 2) Contact name, address, e-mail address and telephone number, and 3) title of work performed for client.

a. Any additional data that the Consultant feels will be helpful in qualifying it for this project (limited to 5 pages).

l. Exhibit I - Public Entity Crimes Affidavit

m. Exhibit J – Affidavit Certification of Compliance with Immigrations Laws in accordance with E-Verify

n. Exhibit K – Affidavit of Confidentiality.

Note: Only the prime firm is required to fill out the forms on pages 8-14. The *Request for Qualification Submittal for Professional Consultants* only needs to be completed once. You may list multiple Types of Work on the form.

Selection Procedure: The selection of a consultant(s) will be made in accordance with Town of Fort Myers Beach Purchasing Policies and Chapter 287.055 Florida Statutes. Some, or all of the responding firms may be requested to provide telephone interviews or written or oral technical proposals (or both), for the ranking process. In such an event, the presentation must be made by the representative who would be the Project Manager (or Equivalent) under this award. After determination of qualified consultants by the Town Council, contract fees will be negotiated in accordance with Section 287.055, Florida Statues.

DUTY TO UPDATE RECORDS: It shall be the responsibility of any individual or firm selected by the Town of Fort Myers Beach for this project to notify the Town promptly of any substantive amendment to the information provided in its Letter of Interest/Application for Qualification, as well as to update the information in the Application on an annual basis as appropriate.

EQUAL OPPORTUNITY STATEMENT: The Town of Fort Myers Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure equal participation in all contracts for consultant services. No firm or individual shall be discriminated against on the grounds of race, color, gender, national origin, religion, age or disability in consideration for qualification or selection.

NOTICE OF A CONTRACT CRIME CONVICTION: Each person or firm who elects to submit a Letter of Interest (or Competitive Negotiations) package shall notify the Finance Director within thirty (30) days after a conviction of a contract crime applicable to them or to any officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate as further described in F.S. 287.133.

QUALIFICATION PROCEDURES: All applicants must be qualified to do business in the State of Florida.

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.

RIGHT OF PERFORMANCE: This contract does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all available required work in-house or by any other means it so desires. No amount of work is guaranteed upon the execution of a Professional Services Agreement. A consultant or multiple consultants may be selected for any, some or all the services being solicited hereunder. The Town reserves the right to add or delete, at any time, any or all tasks or services associated with the Agreement.

SCOPE OF WORK

The following is a nonexclusive list of the Types of Work the Town of Fort Myers Beach may utilize from time to time. Each Type of Work states the minimum requirements to be qualified by the Town of Fort Myers Beach.

Code 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.

102 Architectural Design
Requires architectural expertise in planning, designing, permitting, bidding and construction administration phases of service in Architectural Design. The firm must employ at least one architect, registered with the Florida State Board of Architecture and Interior Design. Additionally, the firm must have knowledge of current rules and regulations of local, state and federal agencies as applicable.

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.

106 Landscape Architect
Requires expertise in planning designing, permitting, bidding and construction administration phases of service for Landscape Architecture, including design of Community Parks and Streetscape. The firm must employ at least one landscape architect, registered with the Florida State Board of Landscape Architecture. Additionally, the firm must employ sufficient personnel to provide services normally associated with this type of work.

107 Community and Neighborhood Improvements
Requires engineering, architectural or landscape architectural expertise in planning, designing, permitting, bidding and construction administration phases of service for various neighborhood improvements, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all land use and building code provisions. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers or at least one professional architect, registered with the Florida State Board of Professional Architects and Interior Design or at least one professional Landscape Architect, registered with the Florida State Board of Landscape Architecture, having training and experience in the area of Community Parks and Streetscape.

108 Electrical Systems

Requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with electrical systems as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry. 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 Electrical Systems.

109 Structural Systems

Requires engineering expertise in planning, designing with an emphasis on hurricane resistant design, permitting, bidding and construction administration services in connection with structural design, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry. 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 Structural Systems.

110 Geo-Technical Analysis

Requires engineering expertise in connection with Geo-Technical Analysis. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers having demonstrated experience in the activities normally associated with this work. 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.

112 Development and Building Services

Requires engineering expertise with review of property development proposals and construction design plans. Must be familiar with local land development code and Florida Building Code, including plan reviews and inspection services for all professional disciplines. The firm must have the ability to provide Development order review and permit review services for all building disciplines with appropriately licensed inspectors and plans examiners according to Florida DBPR requirements.

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; review of traffic impact statements/studies provided by development applicants, 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. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in transportation and/or traffic

114 Planning / Zoning

The selected individual/firm will work with Town staff to provide expertise in the detailed review of development projects (including projects seeking rezoning and Comprehensive Plan Amendments) and their consistency with all local, state and federal requirements; preparation of Land Development Code Regulations; preparation of Comprehensive Plan Amendments including Map products per State requirements;; oversight of development projects through all local, state and federal application processes and approvals to ensure adherence to all Town codes as well as public and Town Council concerns, excluding those relating to the Florida Building Code and other issues under the purview of the Town Building Official The individual/firm will work with applicants, prepare staff reports and make presentations to the Local Planning Agency and Town Council. The firm must employ at least one member who is certified through AICP.

115 Floodplain Management

The selected individual/firm will work with Town staff to provide expertise in Floodplain Management review; Community Rating System review and preparation; Risk-map assessments; oversight of projects through local, state and federal application processes and approvals to ensure adherence to all Town codes as well as public and Town Council concerns. The firm must employ at lease one Certified Floodplain Manager. Historical Restoration

Requires experience in historical restoration projects according to the Secretary of the Interior's Standards for Rehabilitation of Historical Structures.

116 Archeological Services

Requires experience and registration in the State of Florida, Division of Historical Resources for archaeological services. Must comply with State Standards and Resource Protection.

117 Environmental Assessments

Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Environmental Assessments, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all marine, land use regulations and expertise in local wildlife programs, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code and the United States Corps of Engineers. Expertise in document creation and progress reporting. A degree in Environmental Biology or similar field is desirable from at least one staff member (experience may be substituted for degree) with experience reading blueprints, site plans and be able to communicate with applicants regarding requirements if so needed. Knowledge of water quality issues, including common plants and plankton and familiarity with testing procedures and laboratory analysis of water quality is required. 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 Environmental Assessments.*

* Contamination assessment and radiation projects are not included within this Scope of Work, and if needed, would be bid separately at a later time.

118 Marine Engineering

Requires expertise in planning, design, permitting, bidding and construction administration services in connection with waterfront facilities and marine systems and infrastructure, including docks, seawalls, dredging activities, mooring systems. Expertise should include permitting and public assistance grants as well as knowledge of current rules and regulations of local, state and federal agencies, including the Florida Department of Environmental Protection and the United States Army Corps of Engineers. Expertise in document creation and progress reporting. Experience in reading blueprints and site plans and be able to communicate with applicants regarding requirements if so needed. Knowledge of water quality issues, including common plants and plankton and familiarity with testing procedures and laboratory analysis of water quality is required. 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 marine design.

119 Geographical Information System

Requires Geographic Information System (GIS) support services and experience including familiarity with custom GIS applications for Zoning, Land Use, Development, Capital Improvement Plans (CIP), As-built Document Retrieval, Map Gallery, and other Town functions. Technical requirements including an understanding of relational database design, Command-line SQL capability, including the ability to construct triggers and stored procedures, demonstrated knowledge of PHP, HTML5 and CSS2, and the use of those tools to link tabular and spatial data sets. Support for geospatial data and applications that provide GIS integration with existing business applications and other enterprise databases e.g. the Lee County Tax Parcel data, for use within existing GIS applications. Technical experience with GIS data structures, and ability to utilize and integrate external data sets in necessary.

Town of Fort Myers Beach

Request for Qualification Submittal for Professional Consultants

Type(s) of Work (code): _____

Firm Name: _____
(As registered with Florida Secretary of State)

Address: _____

City, State, Zip Code: _____ County: _____

Telephone: _____ Fax: _____ Web-site: _____

Contact Person: _____ E-mail: _____

Name of Parent Company (if applicable): _____

Address: _____

Type of Firm: Corporation_____ Partnership_____ Individual_____ Other_____

If Corporation: Date Incorporated: _____ State Incorporated: _____

Date Authorized in Florida: _____ Name of President: _____

If Partnership: Date organized: _____Type: General Limited Other

Name(s) of Partner(s): _____

_____

Florida Secretary of State Document No.: _____

Florida State Board Professional Engineer's Certificate No.: _____ Date: _____

Firm Name: _____
(As registered with Florida Secretary of State)

Federal Employer Identification No. _____

Blanket Professional Liability Insurance: Yes No Amount: $_____

Policy No.: _____ Company: _____

Attach a copy of certificate showing policy number, company, amount and expiration date.

Request for Qualification Submittal for Professional Consultants

Does your firm have a CADD system? Yes No Type: _____

Does your firm have a GIS system? Yes No Type: _____

CERTIFICATION

I hereby certify that the information contained in this package is true and correct to the best of my knowledge and that this firm is duly authorized to conduct business in the State of Florida. I further certify that neither the firm, nor any officer, director, employee of the firm or any of its affiliates have been criminally or civilly charged with antitrust criminal acts under State or Federal law which involved fraud, bribery, collusion, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Town of Fort Myers Beach and filed in case no(s) _____ (if not applicable, enter N/A) with the Clerk of Agency Proceedings. I further certify that the employment practices of this organization fully comply with Title VI provisions of the 1964 Civil Rights Act.

Signature	Title	Date

List of Branch Offices in Florida

Please include address, city, zip code, county, contact person, telephone number and e-mail address.

QUALIFICATION FOR TYPE OF WORK

Name of Firm: _____ **Date:** _____

Code: _____ **Type of Work:** _____

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work

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 _____
(print name of public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(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.)

_____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)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, by means of ( ) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or ( ) who has produced _____, as identification.

My Commission Expires: _____
Signature of Notary Public

Notary Public, State of
_____

_____

_____
Printed, Typed or Stamped Name

Commission/Serial No. _____

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: _____, 2024

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: _____

_____ _____ _____
(Signature) (Title) (Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, by means of ( ) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or ( ) who has produced _____, as identification.

My Commission Expires:

_____
Signature of Notary Public

Notary Public, State of
_____

_____

_____
Printed, Typed or Stamped Name

Commission/Serial No. _____

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-24-06-AD

I, the undersigned, _____, am an employee of _____, the Town's provider of professional services, and serve as a member of the Professional Service team for the Town of Fort Myer Beach.

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.

_____
Signature

_____
Date

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 Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name _____

Date _____

Authorized Signature _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
UEI Unique Entity Identifier (for SAM.gov verification)

_____
Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

TOWN OF FORT MYERS BEACH

ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifiable statuses will require the PRIME to either provide a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FED NUMBER	CONTRACT DOLLAR AMOUNT

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS 8A CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?	VETERAN Y N DBE? Y N MBE? Y N WBE? Y N SDB 8A? Y N	IS THE ACTIVITY OF THIS CONTRACT...	CONSTRUCTION ? Y N CONSULTATION? Y N OTHER? Y N		
IS THIS SUBMISSION A REVISION?	Y N	IF YES, REVISION NUMBER_____			

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**

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 TOWN OF FORT MYERS BEACH

DEPARTMENT NAME	FMB 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.

_____
Contractor (Firm Name)

_____
Signature of Contractor’s Authorized Official

_____
Name and Title of Contractor’s Authorized Official

_____
Date

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____ by and between the Town of Fort Myers Beach, Florida, a municipality of the State of Florida, whose address is 2731 Oak Street, Fort Myers Beach, Florida 33931 ("Town"), and _____ ("Consultant"), whose address is _____ _____.

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 related 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.

SAMPLE AGREEMENT

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 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 a 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 the 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.

2.04 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.

SAMPLE AGREEMENT

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 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.

SAMPLE AGREEMENT

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.

SAMPLE AGREEMENT

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

SAMPLE AGREEMENT

- 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.

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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.

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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."

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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 in the 20th Judicial Circuit in and for Lee County, Florida. Each party shall be responsible for the payment of any attorney fees and costs incurred by the party due to litigation arising out of this agreement.

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.

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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.

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
2791 OAK STREET
FORT MYERS BEACH, FL. 33931
(239)765-0202
FMBPUBLICRECORDS@FMBGOV.COM

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.

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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 – MISCELLANEOUS

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

SAMPLE AGREEMENT

in the Agreement in derogation hereof shall be void and of no force or effect.

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.

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.

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.

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.

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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.

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.

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.

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.

Taxes. The Town shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency as provided in Section 11.4 of the Agreement, to the extent that the Town is exempt from same by Florida law, including but not limited to any sales or use tax.

Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

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ARTICLE 19.00 - 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 _____

(2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated _____

(3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated _____

(4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated _____

(5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated _____

(6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated _____

(7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

(8) EXHIBIT "H" entitled "Amendment to Articles", dated _____

(9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated _____

(10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated _____

(11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated _____

ARTICLE 20 .00 - NOTICES AND ADDRESS OF RECORD

20.01 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, 2731 Oak Street, Fort Myers Beach, Florida 33931

20.02 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:

_____
(Consultant's Business Name)

_____
(Street/ P.O. Box)

_____
(City) (State) (Zip Code)

Telephone Number: _____ _____

Fax Number: _____

ATTENTION: _____
Project Director

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20.03 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 21.00 - 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: _____
Andrew Hyatt, Town Manager

ATTEST:

By:_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: _____
Printed name of organization

BY: _____
Signature

_____
Witness Signature

_____
Printed name of person signing

_____
Printed name of Witness

_____
Title (printed)

SAMPLE AGREEMENT

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Miscellaneous Professional Services
RFQ-22-25-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

To be added at time of contract

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QUALIFICATION FOR TYPE OF WORK

Name of Firm: _____ Date: _____

Code: _____ Type of Work: _____

List the personnel permanently employed by your firm and indicate the groups of work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work

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EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date: _____

Ongoing Miscellaneous Professional Services
RFQ-24-06-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)

SAMPLE AGREEMENT

EXHIBIT B (Continued)

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 _____, 20__, 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 _____, 20___, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

SAMPLE AGREEMENT

ATTACHMENT NO. 1 TO EXHIBIT B
Ongoing Miscellaneous Professional Services
RFQ-24-06-AD

Date: _____

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: _____

(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)

*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.

SAMPLE AGREEMENT

ATTACHMENT NO. 2 TO EXHIBIT B
NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
Ongoing Miscellaneous Professional Services
RFQ-24-06-AD

Date: _____

CONSULTANT NAME: _____

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

SAMPLE AGREEMENT

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
Ongoing Miscellaneous Professional Services
RFQ-24-06-AD

Date: _____

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.		

SAMPLE AGREEMENT

EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
Ongoing Miscellaneous Professional Services
RFQ-24-06-AD

Date: _____

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

SAMPLE AGREEMENT

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
Ongoing Miscellaneous Professional Services
RFQ-24-06-AD

Date: _____

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.

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EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
Ongoing Miscellaneous Professional Services
RFQ-24-06-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:

_____

_____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, by means of ( ) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or ( ) who has produced _____, as identification.

My Commission Expires:

_____
Signature of Notary Public

Notary Public, State of
_____

_____

_____
Printed, Typed or Stamped Name

Commission/Serial No. _____

SAMPLE AGREEMENT

EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS:
Ongoing Miscellaneous Professional Services
RFQ-24-06-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.)

SAMPLE AGREEMENT

(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.

SAMPLE 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

SAMPLE AGREEMENT

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.

SAMPLE AGREEMENT

EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-24-06-AD

Date: _____

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:

SAMPLE AGREEMENT

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 _____
(print name of public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement:_____ _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(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.)

_____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.

SAMPLE AGREEMENT

_____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 _____ day of _____, 20___.

Personally known _____

OR Produced Identification _____ Notary Public – State of _____

_____ My Commission expires _____
(Type of Identification)

_____
(Printed typed or stamped commissioned name of notary public)

SAMPLE AGREEMENT

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: _____

_____ _____ _____

(Signature) (Title) (Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____day of _____, 20___, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

_____
Notary Public Signature

_____
Printed Name of Notary Public

_____
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. *TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.*

SAMPLE AGREEMENT

EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ -24-06-AD

I, the undersigned, _____, am an employee of _____, the Town's provider of professional services, and serve as a member of the Professional Service team for the Town of Fort Myer Beach.

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.

Paragraph on AI needs to be added here

_____
Signature

_____
Date

SAMPLE AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____ by and between the Town of Fort Myers Beach, Florida, a municipality of the State of Florida, whose address is 6231 Estero Blvd, Fort Myers Beach, Florida 33931 ("Town"), and **Blot Engineering, Inc.** ("Consultant"), whose address is **2804 S. Del Prado Blvd, Suite 101, Cape Coral, FL 33904.**

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. The 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 related 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 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 a 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 the 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 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 in the 20th Judicial Circuit in and for Lee County, Florida. Each party shall be responsible for the payment of any attorney fees and costs incurred by the party due to litigation arising out of this agreement.

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.

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
6231 ESTERO BLVD
FORT MYERS BEACH, FL. 33931
(239)765-0202
FMBPUBLICRECORDS@FMBGOV.COM

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.

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 – MISCELLANEOUS

Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

ARTICLE 19.00 - 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"

(2) EXHIBIT "B" entitled "Compensation and Method of Payment"

(3) EXHIBIT "C" entitled "Time and Schedule of Performance"

(4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)"

(5) EXHIBIT "E" entitled "Project Guidelines and Criteria"

(6) EXHIBIT "F" entitled "Truth in Negotiation Certificate"

(7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

(8) EXHIBIT "H" entitled "Amendment to Articles"

(9) EXHIBIT "I" entitled "Public Entity Crime Affidavit"

(10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws"

(11) EXHIBIT "K" entitled "Affidavit of Confidentiality"

(12) EXHIBIT "L" entitled "Town of Fort Myers Beach, Florida Standard contract Addendum"

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 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, 6231 Estero Blvd, Fort Myers Beach, Florida 33931

20.02 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:

_____
(Consultant's Business Name)

_____
(Street/ P.O. Box)

_____
(City) (State) (Zip Code)

Telephone Number: _____ _____

Fax Number: _____

ATTENTION: _____
Project Director

20.03 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 21.00 - 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: _____
William B. McKannay, Town Manager

ATTEST:

By:_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Town Attorney

CONSULTANT: _____
Printed name of organization

BY: _____
Signature

_____
Witness Signature

_____
Printed name of person signing

_____
Printed name of Witness

_____
Title (printed)

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

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

109. Structural Systems
Requires engineering expertise in planning and designing with an emphasis on hurricane-resistant design, permitting, bidding and construction administration services in connection with structural design, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry. 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 Structural Systems.

118. Marine Engineering
Requires expertise in planning, design, permitting, bidding and construction administration services in connection with waterfront facilities and marine systems and infrastructure, including docks, seawalls, dredging activities, mooring systems. Expertise should include permitting and public assistance grants as well as knowledge of current rules and regulations of local, state and federal agencies, including the Florida Department of Environmental Protection and the United States Army Corps of Engineers. Expertise in document creation and progress reporting. Experience of reading blueprints and site plans and being able to communicate with applicants regarding requirements if so needed. Knowledge of water quality issues, including common plants and plankton and familiarity with testing procedures and laboratory analysis of water quality is required. 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 marine design.

QUALIFICATION FOR TYPE OF WORK

QUALIFICATION FOR TYPE OF WORK

Name of Firm: Blot Engineering, Inc. **Date:** 8/19/24

Code: 109 **Type of Work:** Structural Systems

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Edward Blot	Cape Coral, FL	PE72816	30	Structural Engineering
David Hawes	Overland Park, KS	KS & MO	34	Structural Engineering

QUALIFICATION FOR TYPE OF WORK

Name of Firm: Blot Engineering, Inc. **Date:** 8/19/24

Code: 118 **Type of Work:** Marine Engineering

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Edward Blot	Cape Coral, FL	PE72816	30	Marine Engineering
David Hawes	Overland Park, KS	KS & MO	34	Marine Engineering

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

TOWN will compensate Consultant for services under each Task Authorization. The fee due to the Consultant shall be set forth in each Task Authorization and shall be in accordance with Consultant's personnel hourly rate schedule formalized in contained in ATTACHMENT NO. 1 to this Agreement. Consultant's personnel hourly rate schedule formalized in ATTACHMENT NO. 1 shall include all services, material, supplies and any other items or requirements necessary to complete the work as described herein, including but not limited to out-of-pocket expenses, such as, identifiable communication expenses, reproduction costs, postage, printing, copying, and long distance telephone, etc.

CONSULTANT shall submit an invoice to the TOWN upon completion of the Scope of Service as defined by the Task Authorization. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Task Authorization, date worked and all ancillary expenses incurred and by whom.

Payments shall be made in accordance with the Florida Local Government Prompt Payment Act. Payment for services rendered is due within thirty days of receipt and approval of invoice by Town.

blot engineering, inc.

2025 SCHEDULE OF HOURLY CHARGES

PRINCIPAL:	**$210.00**
SENIOR PROJECT MANAGER:	**$190.00**
PROJECT MANAGER:	**$170.00**
SENIOR ENGINEER:	**$180.00**
PROJECT ENGINEER:	**$160.00**
STAFF ENGINEER:	**$120.00**
SENIOR CADD DESIGNER:	**$115.00**
CADD TECHNICIAN:	**$ 95.00**
SENIOR CLERICAL SUPPORT:	**$ 105.00**

REIMBURSABLE EXPENSES:

- **Postage and courier service fees at cost + 20%**
- **Local vehicle mileage at standard Federal Rate**
- **Out of town travel (air fare, meals, lodging, rental car, etc.) at cost + 20%**
- **Photocopy costs (8 ½" x 11" to 11" x 17") at $0.30/page**
- **Reproduction costs such as large-scale printing, blueprints, and binding at cost + 20%**
- **Subconsultant services at cost + 20%**

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE

Date: _____

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)

Date: _____

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

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA

Date: _____

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

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:

_____

_____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, by means of ( ) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or ( ) who has produced _____, as identification.

My Commission Expires:

_____
Signature of Notary Public

Notary Public, State of
_____

_____

_____
Printed, Typed or Stamped Name

Commission/Serial No. _____

EXHIBIT "G": INSURANCE

FOR THE PROJECT ENTITLED: Ongoing Professional Services

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 Professional Services

Date: _____

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: N/A

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

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 Fort Myers Beach
(print name of public entity)

by Edward M. Blot, President
(print individual's name and title)

for Blot Engineering, Inc.
(print name of entity submitting sworn statement)

whose business address is 2804 S. Del Prado Blvd., Suite 101

Cape Coral, FL 33904

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-4984505
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement:_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(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)

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 9th day of August, 20 24, by Edward Blot, by means of (X) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or (X) who has produced Florida Driver's License as identification.

My Commission Expires:

PEDRO TOVAR
Notary Public - State of Florida
Commission # HH 514239
My Comm. Expires Apr 10, 2028

_____
Signature of Notary Public

Notary Public, State of Florida

Pedro Tovar
Printed, Typed or Stamped Name

Commission/Serial No. HH 514239

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: August 9, 2024

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: Blot Engineering, Inc.

(Signature) President (Title) 8/9/24 (Date)

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 9th day of August, 2024, by Edward Blot, by means of (X) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or (X) who has produced Florida Driver's License as identification.

My Commission Expires:

PEDRO TOVAR
Notary Public - State of Florida
Commission # HH 514239
My Comm. Expires Apr 10, 2028

Signature of Notary Public

Notary Public, State of Florida

Pedro Tovar
Printed, Typed or Stamped Name

Commission/Serial No. HH 514239

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-24-06-AD

I, the undersigned, Edward M. Blot, am an employee of Blot Engineering, Inc., the Town's provider of professional services, and serve as a member of the Professional Service team for the Town of Fort Myer Beach.

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.

Signature

8/9/24
Date

EXHIBIT L

TOWN OF FORT MYERS BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM 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 Blot Engineering, Inc., hereinafter referred to as "Contractor", concerning that certain agreement dated the ____ day of _____, 2025 ("Agreement").

RECITALS:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Section 287.0582, Fla. Stat., requires that public agency contracts include a non-appropriation term and remain contingent upon an appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6), Fla. Stat., related to data management, and Section 287.05701, Fla. Stat., related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Fla. Stat., contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a $5,000 penalty and damages.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum 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, THE CONTRACTOR MAY 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.

8. Disclosure Requirements for "Foreign Countries of Concern." Contractor shall comply with the disclosure requirements set forth is Section 286.101(3)(a), Florida Statutes, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), Florida Statutes: "In addition to any fine assessed under [section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fees and costs.

11. 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.

12. 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.

13. 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.

14. 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.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The Town reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the Town of Fort Myers Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the Town of Fort Myers Beach for review or approval.

18. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

_____

Print Name: _____

Title: _____

Company: _____

ATTEST:

_____
Amy Baker, Town Clerk

Town of Fort Myers Beach

_____
Dan Allers, Mayor

APPROVED AS TO FORM

_____
Town Attorney

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____ by and between the Town of Fort Myers Beach, Florida, a municipality of the State of Florida, whose address is 6231 Estero Blvd, Fort Myers Beach, Florida 33931 ("Town"), and **Forefront Architecture and Engineering, LLC** ("Consultant"), whose address is **1230 OAKLEY SEAVER DRIVE, SUITE 100, CLERMONT, FL 34711.**

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. The 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 related 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 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 a 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 the 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 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 in the 20th Judicial Circuit in and for Lee County, Florida. Each party shall be responsible for the payment of any attorney fees and costs incurred by the party due to litigation arising out of this agreement.

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.

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
6231 ESTERO BLVD
FORT MYERS BEACH, FL. 33931
(239)765-0202
FMBPUBLICRECORDS@FMBGOV.COM

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.

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 – MISCELLANEOUS

Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

ARTICLE 19.00 - 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"

(2) EXHIBIT "B" entitled "Compensation and Method of Payment"

(3) EXHIBIT "C" entitled "Time and Schedule of Performance"

(4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)"

(5) EXHIBIT "E" entitled "Project Guidelines and Criteria"

(6) EXHIBIT "F" entitled "Truth in Negotiation Certificate"

(7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

(8) EXHIBIT "H" entitled "Amendment to Articles"

(9) EXHIBIT "I" entitled "Public Entity Crime Affidavit"

(10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws"

(11) EXHIBIT "K" entitled "Affidavit of Confidentiality"

(12) EXHIBIT "L" entitled "Town of Fort Myers Beach, Florida Standard contract Addendum"

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 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, 6231 Estero Blvd, Fort Myers Beach, Florida 33931

20.02 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:

_____

(Consultant's Business Name)

_____

(Street/ P.O. Box)

_____

(City) (State) (Zip Code)

Telephone Number: _____ _____

Fax Number: _____

ATTENTION: _____

Project Director

20.03 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 21.00 - 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: _____
William B. McKannay, Town Manager

ATTEST:

By:_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Town Attorney

CONSULTANT: _____
Printed name of organization

BY: _____
Signature

_____
Witness Signature

_____
Printed name of person signing

_____
Printed name of Witness

_____
Title (printed)

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

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

109. Structural Systems
Requires engineering expertise in planning and designing with an emphasis on hurricane-resistant design, permitting, bidding and construction administration services in connection with structural design, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the industry. 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 Structural Systems.

QUALIFICATION FOR TYPE OF WORK

QUALIFICATION FOR TYPE OF WORK

Name of Firm: Forefront Architecture and Engineering, LLC **Date:** 08/19/2024

Code: 102 & 109 **Type of Work:** Architectural Design, Structural Systems

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Lennard Davis, RA	Apopka	AR102538	28	Architectural Design Services
Khine Pwint, RA	Windermere	AR95482	22	Architectural Design Services
Mike Vitale	Clermont	BU1939 PX2900 BN5181	38	Quality Control/Building Official
Chris Smith, PE	Winter Garden	PE62605	25	Structural Engineering
James Bourez, PE	Remote (California)	PE67835	25	Structural Engineering
Patricia Mugnol	Clermont	N/A	15	Architectural Design Services
Nunzie Burzo	Fort Myers	N/A	41	Architectural Design Services, Project Manager
Bill Spencer	North Port	N/A	32	Architectural Design Services, Project Manager
Robert Godin	The Villages	BN4791 PX2367 CGC034863	15	Building/Code Official, Inspector
Roberto Bonet	Orlando	N/A	22	CADD Production Manager, Project Manager
Todd Drennan, RA	Remote (Utah)	AR98800	25	Architectural Design Services

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

TOWN will compensate Consultant for services under each Task Authorization. The fee due to the Consultant shall be set forth in each Task Authorization and shall be in accordance with Consultant's personnel hourly rate schedule formalized in contained in ATTACHMENT NO. 1 to this Agreement. Consultant's personnel hourly rate schedule formalized in ATTACHMENT NO. 1 shall include all services, material, supplies and any other items or requirements necessary to complete the work as described herein, including but not limited to out-of-pocket expenses, such as, identifiable communication expenses, reproduction costs, postage, printing, copying, and long distance telephone, etc.

CONSULTANT shall submit an invoice to the TOWN upon completion of the Scope of Service as defined by the Task Authorization. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Task Authorization, date worked and all ancillary expenses incurred and by whom.

Payments shall be made in accordance with the Florida Local Government Prompt Payment Act. Payment for services rendered is due within thirty days of receipt and approval of invoice by Town.

ATTACHMENT NO. 1 TO EXHIBIT B

City of Fort Myers Beach
Contracts & Procurement Specialist, Finance
RFQ-24-06-AD
Category- Structural Systems
Fee Schedule 2025

Fee schedule completed for Forefront Architecture and Engineering, LLC
Submitted October 2025

SERVICES	RATE
Principle Architect	$ 285.00
Principle Engineer/ Sr. Project Engineer hourly (Level 4)	$ 285.00
Project Engineer (PE)/ Project Administrator hourly (Level 3)	$ 220.00
Project Architect	$ 220.00
Project Manager	$ 180.00
Assistant Project Manager	$ 140.00
Senior Engineer	$ 240.00
Engineering Technician (Level 1, unlicensed)	$ 180.00
Field Representative	$ 120.00
Office Manager	$ 120.00
Support Staff	$ 120.00
ADDITIONAL SUPPORT STAFF	**RATE**
BIM Manager	$ 180.00
BIM Manager	$ 150.00
Engineering Technician (Level 3, licensed PE)	$ 220.00
Engineering Technician (Level 2, unlicensed)	$ 200.00
Designer or Specialist (Level 4)	$ 170.00
Senior Designer	$ 185.00
Principals / Executives	$ 315.00
Holiday/Overtime (OT):	1.5 times rate

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE

Date: _____

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)

Date: _____

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
None.	None.					

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA

Date: _____

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

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:

_____

_____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, by means of ( ) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or ( ) who has produced _____, as identification.

My Commission Expires:

_____
Signature of Notary Public

Notary Public, State of
_____

_____

_____
Printed, Typed or Stamped Name

Commission/Serial No. _____

EXHIBIT “G”: INSURANCE

FOR THE PROJECT ENTITLED: Ongoing Professional Services

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 Professional Services

Date: _____

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: N/A

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 Fort Myers Beach
(print name of public entity)

by Lennard Davis, RA, VP of Architecture
(print individual's name and title)

for Forefront Architecture and Engineering
(print name of entity submitting sworn statement)

whose business address is 1230 Oakley Seaver Drive, Unit 100

Clermont, FL 34711

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-5333007
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: N/A.)

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.)

   ✓ 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.

N/A 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.

N/A 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 I (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)

STATE OF FLORIDA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 19th day of August, 2024, by Lennard Davis, by means of (X) physical presence or ( ) online notarization, personally appeared before me and (X) is personally known to me or ( ) who has produced N/A, as identification.

My Commission Expires: 4/1/2028

MELINDA GARCIA
Notary Public-State of Florida
Commission # HH 510935
My Commission Expires
April 01, 2028

Signature of Notary Public

Notary Public, State of Florida

Melinda Garcia
Printed, Typed or Stamped Name

Commission/Serial No. HH 510935

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: August 19, 2024

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: Forefront Architecture and Engineering

(Signature) Lennard Davis, RA — (Title) VP of Architecture — (Date) 08/19/2024

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me this 19th day of August, 2024, by Lennard Davis, by means of (X) physical presence or ( ) online notarization, personally appeared before me and (X) is personally known to me or ( ) who has produced N/A, as identification.

My Commission Expires: 4/1/2028

MELINDA GARCIA
Notary Public-State of Florida
Commission # HH 510935
My Commission Expires
April 01, 2028

Signature of Notary Public

Notary Public, State of Florida

Melinda Garcia
Printed, Typed or Stamped Name

Commission/Serial No. HH 510935

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 Professional Services

EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-24-06-AD

I, the undersigned, Lennard Davis, RA, VP of Architecture, am an employee of Forefront Architecture and Engineering the Town's provider of professional services, and serve as a member of the Professional Service team for the Town of Fort Myer Beach.

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.

Signature

08/19/2024
Date

EXHIBIT L

TOWN OF FORT MYERS BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM 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 Forefront Architecture and Engineering, LLC, hereinafter referred to as "Contractor", concerning that certain agreement dated the ____ day of _____, 2025 ("Agreement").

RECITALS:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Section 287.0582, Fla. Stat., requires that public agency contracts include a non-appropriation term and remain contingent upon an appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6), Fla. Stat., related to data management, and Section 287.05701, Fla. Stat., related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Fla. Stat., contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a $5,000 penalty and damages.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum 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, THE CONTRACTOR MAY 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.

8. Disclosure Requirements for "Foreign Countries of Concern." Contractor shall comply with the disclosure requirements set forth is Section 286.101(3)(a), Florida Statutes, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), Florida Statutes: "In addition to any fine assessed under [section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fees and costs.

11. 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.

12. 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.

13. 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.

14. 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.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The Town reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the Town of Fort Myers Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the Town of Fort Myers Beach for review or approval.

18. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

_____

Print Name: _____

Title: _____

Company: _____

ATTEST:

_____
Amy Baker, Town Clerk

Town of Fort Myers Beach

_____
Dan Allers, Mayor

APPROVED AS TO FORM

_____
Town Attorney

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____ by and between the Town of Fort Myers Beach, Florida, a municipality of the State of Florida, whose address is 6231 Estero Blvd, Fort Myers Beach, Florida 33931 ("Town"), and **PROFESSIONAL SERVICE INDUSTRIES, INC.** ("Consultant"), whose address is **545 E. Alogonquin Road, Arlington Heights, IL 60005.**

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. The 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 related 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 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 a 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 the 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 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 in the 20th Judicial Circuit in and for Lee County, Florida. Each party shall be responsible for the payment of any attorney fees and costs incurred by the party due to litigation arising out of this agreement.

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.

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
6231 ESTERO BLVD
FORT MYERS BEACH, FL. 33931
(239)765-0202
FMBPUBLICRECORDS@FMBGOV.COM

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.

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 – MISCELLANEOUS

Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

ARTICLE 19.00 - 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"

(2) EXHIBIT "B" entitled "Compensation and Method of Payment"

(3) EXHIBIT "C" entitled "Time and Schedule of Performance"

(4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)"

(5) EXHIBIT "E" entitled "Project Guidelines and Criteria"

(6) EXHIBIT "F" entitled "Truth in Negotiation Certificate"

(7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

(8) EXHIBIT "H" entitled "Amendment to Articles"

(9) EXHIBIT "I" entitled "Public Entity Crime Affidavit"

(10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws"

(11) EXHIBIT "K" entitled "Affidavit of Confidentiality"

(12) EXHIBIT "L" entitled "Town of Fort Myers Beach, Florida Standard contract Addendum"

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 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, 6231 Estero Blvd, Fort Myers Beach, Florida 33931

20.02 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:

_____

(Consultant's Business Name)

_____

(Street/ P.O. Box)

_____

(City) (State) (Zip Code)

Telephone Number: _____ _____

Fax Number: _____

ATTENTION: _____

Project Director

20.03 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 21.00 - 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: _____
William B. McKannay, Town Manager

ATTEST:

By:_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Town Attorney

CONSULTANT: _____
Printed name of organization

BY: _____
Signature

_____
Witness Signature

_____
Printed name of person signing

_____
Printed name of Witness

_____
Title (printed)

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

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

110. Geo-Technical Analysis
Requires engineering expertise in connection with Geo-Technical Analysis. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having demonstrated experience in the activities normally associated with this work. 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.

117. Environmental Assessments
Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Environmental Assessments, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all marine, land use regulations and expertise in local wildlife programs, including the Department of Environmental Protection, the South Florida Water Management District, the United States Environmental Protection Agency, the South Florida Building Code and the United States Corps of Engineers. Expertise in document creation and progress reporting. A degree in Environmental Biology or similar field is desirable from at least one staff member (experience may be substituted for degree) with experience reading blueprints, site plans and being able to communicate with applicants regarding requirements if so needed. Knowledge of water quality issues, including common plants and plankton and familiarity with testing procedures and laboratory analysis of water quality is required. 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 Environmental Assessments.*
* Contamination assessment and radiation projects are not included within this Scope of Work, and, if needed, will be bid separately at a later time.

QUALIFICATION FOR TYPE OF WORK

QUALIFICATION FOR TYPE OF WORK

Name of Firm: Professional Service Industries, Inc. **Date:** 8/19/2024

Code: 110 **Type of Work:** Geo-Technical Analysis

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Courtland Alvies, PE	Tampa	PE93388	7	Geotechnical Department Manager
Jose Gomez, PE, D.GE	Miami	PE78289	42	Chief Geotechnical Engineer
Lloyd Lasher, PE	Tampa	PE56794	26	Geotechnical Principal Consultant
Nayan Saha, PE	Tampa	PE81635	19	Senior Geotechnical Engineer

QUALIFICATION FOR TYPE OF WORK

Name of Firm: Professional Service Industries, Inc. **Date:** 8/19/2024

Code: 117 **Type of Work:** Environmental Assessments

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Evan John Emerson	Miami	LBP-R-128860-3, AX121, MRSA442,	23	Environmental Assessments
Mark Kalivoda, PE	Miami	PE#86684	10	Environmental Assessments
Nana Westmark, PG	Tampa	PG#1616	43	Environmental Assessments
Christopher Cummins, PG	Tampa	PG# 1984	30	Environmental Assessments
Jeremy Cottrell, LEP	Miami	LEP #343	25	Environmental Assessments
Sean Barnes	Tampa	MRSA3206	28	Environmental Assessments

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

TOWN will compensate Consultant for services under each Task Authorization. The fee due to the Consultant shall be set forth in each Task Authorization and shall be in accordance with Consultant's personnel hourly rate schedule formalized in contained in ATTACHMENT NO. 1 to this Agreement. Consultant's personnel hourly rate schedule formalized in ATTACHMENT NO. 1 shall include all services, material, supplies and any other items or requirements necessary to complete the work as described herein, including but not limited to out-of-pocket expenses, such as, identifiable communication expenses, reproduction costs, postage, printing, copying, and long distance telephone, etc.

CONSULTANT shall submit an invoice to the TOWN upon completion of the Scope of Service as defined by the Task Authorization. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Task Authorization, date worked and all ancillary expenses incurred and by whom.

Payments shall be made in accordance with the Florida Local Government Prompt Payment Act. Payment for services rendered is due within thirty days of receipt and approval of invoice by Town.

ATTACHMENT NO. 1 TO EXHIBIT B

PERSONNEL HOURLY RATES	
Position/Title	**Rate**
Project Manager	$ 125.00
Chief Engineer	$ 225.00
Senior Engineer	$ 175.00
Project Engineer	$ 140.00
Staff Engineer	$ 100.00
Designer	$ 115.00
CADD/Computer Technician	$ 85.00
Chief Scientist	$ 225.00
Senior Scientist/ Geologist/Engineer/Biologist	$ 175.00
Senior Industrial Hygienist	$ 140.00
Senior Environmental Technician	$ 90.00
Construction Supervisor	$ 120.00
Staff Scientist/Geologist/Engineer/Biologist	$ 110.00
Environmental Specialist/Industrial Hygienist	$ 100.00
Regional Geologist	$ 115.00
GIS Specialist	$ 145.00
Inspector/ Asset Management Technician	$ 104.00
Structural Steel Inspector	$ 85.00
Fireproofing Inspector	$ 85.00
Senior Engineering Technician	$ 70.00
Engineering Technician	$ 60.00
Environmental Technician	$ 80.00
Laboratory Technician	$ 60.00
CEI - Senior Project Engineer	$ 198.00
CEI - Project Administrator	$ 138.00
CEI - Senior Inspector	$ 95.00
CEI - Inspector	$ 80.00
Administrative/Clerical	$ 60.00
Subcontractor Work	Cost + 20%
Mileage (per mile)	$ 0.85

NOTES:

1. Additional tests will be in accordance with PSI regular rates and quoted upon request.

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2. Cancellation without notice will be invoiced at the Engineering Technician's hourly rate.
3. Work conducted before 7:30 a.m. or after 5:00 pm, holidays, and/or weekends, at your request, will be invoiced at 1.5 times the normal rates, unless other arrangements are made in advance.
4. Standby time during recompaction, due to the late arrival of concrete, etc. and concrete monitoring on a full-time basis, will be invoiced at the Engineering Technician's hourly rate.
5. Soil sample pick-up and concrete cylinder pick-up will be scheduled to coincide with other testing whenever
6. Minimum of 4 Engineering Technician hours per testing and inspection trip (excluding sample pickups).
7. Mileage will be charged at the rate of $.56 per mile for Visual Weld and Bolt Inspections and NDE Inspections
8. Holidays observed by PSI are New Year's Day, Presidents Day, Good Friday, Memorial Day, Independence Day,
9. All services designated as "to be negotiated" will be scoped and priced on an individual project basis.
10. If needed, all subcontracted services and/or costs will be assessed at a rate of "cost +20%" quoted on an individual project basis.

GEOTECHNICAL ENGINEERING FEES

Test Title/Specifications	Rate
MOBILIZATION AND DEMOBILIZATION	
Mobilization and demobilization charges for site accessible to conventional truck-mounted exploration drill rigs or cone penetrometer (lump sum)	$ 550.00
Mobilization and demobilization and hole-to-hole moving charges for specialized rack, swamp or barge equipment	Call for quote
LABORATORY ANALYSIS	
Visual Classification (hour)	$ 100.00
Grain Size Analysis (Sieve Only) ASTM D422) (each)	$ 90.00
Minus No. 200 Determination (ASTM D1140) (each)	$ 60.00
Hydrometer Analysis (only) (ASTM D422) (each)	$ 125.00
Grainsize Analysis (Sieve and Hydrometer (ASTM D422) (each)	$ 150.00
Atterberg Limit - Liquid and Plastic Limit (ASTM D423 and D424) (each)	$ 100.00
Moisture Content Determinations (ASTM D2216) (each)	$ 15.00
Density Determinations (Undisturbed Sample) (each)	$ 20.00
Organic Content (Ignition Method) (ASTM D2) (each)	$ 60.00
Specific Gravity (Soils) (ASTM D654) (each)	$ 60.00
Permeability (Falling Head) (each)	$ 350.00
Permeability (Constant Head) (ASTM D2434) (each)	$ 400.00
Back Pressure Permeability in Triaxial Cell (each)	$ 450.00
Relative Density (Maximum and Minimum) (ASTM D2049	$ 90.00
Moisture-Density Relationship (AASHTO T99 to T180) (each)	$ 90.00
Unconfined Compression Test	
Soils (ASTM D2166) (each)	$ 200.00
Rock (ASTM D2938) (each)	$ 250.00
Consolidation Tests (ASTM D2435) (each)	$ 1,000.00
Direct Shear (ASTM D3080) (each)	$ 400.00
Triaxial Compression Tests (Soils)	
Unconsolidated-Undrained (UU) (Specialty test)	$ 450.00
Additional multi-stage points for above (each)	$ 100.00
Consolidated-Undrained (CIU) (Specialty test)	$ 350.00
Additional multi-stage points for above (each)	$ 80.00

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Consolidated-Undrained with pore pressure measurements (CIO) (Specialty test)	$ 350.00
Additional multi-stage points for above (each)	$ 100.00
Consolidated-Drained (Sands) (Specialty test)	$ 350.00
Additional multi-stage points for above (each)	$ 70.00
Consolidated-Drained (Clay) (Specialty test)	$ 500.00
Additional multi-stage points for above (each)	$ 350.00
Stress Strain Curves for Unconfined and Triaxial Compression Test (per point) (each)	$ 40.00
Swell Tests (each)	$ 250.00
Pocket Penetrometer (each)	$ 5.00
Remolded Specimens(each)	$ 90.00
Limerock Analysis (Chemical Ca & Mg) (F.D.O.T.)	$ 200.00
Special Sample Preparation Time (per hour)	$ 55.00

GEOTECHNICAL ENGINEERING FEES (Continued)

Test Title/Specifications	Rate
SUBSURFACE EXPLORATION	
Standard Penetration Test Borings (ASTM D1586) (Truck Mounted rig)	
(0-50 feet) (Soil) (per l.f.)	$ 14.00
(50-75 feet) (per l.f.)	$ 16.00
(75-100 feet) (per l.f.)	$ 18.00
(100-125 feet) (per l.f.)	$ 20.00
(125-150 feet (per l.f.)	$ 22.00
(Over 150 feet) (per l.f.)	Call for quote
Note: The above prices include Standard Penetration Test samples at 2-foot intervals to a depth of 10 feet and at 5-foot intervals below. Extra samples taken for $40.00 each 0-50 feet, and $50.00 each 50-150 feet.	
Profile Auger Borings (per l.f.)	$ 11.00
Ground Penetrating Radar (GPR) (per day)	$ 2,200.00
Specialty Geophysical Exploration	Call for quote
Dynamic Load Testing	Call for quote
Pile Integrity Testing	Call for quote
Subsurface Utility Exploration	Call for quote
Subsurface Grouting/Ground Modification	Call for quote
Undisturbed Samples (Each)	
Shelby Tubes (ASTM D1587)	$ 150.00

Osterberg (Fixed-Piston)	$ 100.00
Hvorsley (Fixed-Piston)	$ 100.00
Temporary Casing	
0-50 feet (per L.F.)	$ 8.00
Over 50 feet (per L.F.)	$ 10.00
Rock Coring	
2 ¾ Inch diameter – carbide bits (per L.F.)	$ 50.00
Other Sizes or diamond bits (per L.F.)	Call for quote
Grouting or Boreholes (when Required)	
0-50 feet (per L.F.)	$ 8.00
Over 50 feet (per L.F.)	$ 10.00
Standby or clearing for Access (per hour)	$ 250.00
Rental of Specialized Equipment to Gain Access	Call for quote
Observation Wells (Rates Quoted dependent upon well size, materials and construction)	Call for quote
Maintenance of Traffic (MOT) (per day)	$ 3,000.00

MATERIAL TESTING & INSPECTION SERVICES

Test Title/Specifications	Rate
SOIL COMPACTION AND STABILITY	
Standard or Modified Proctor Maximum Density Test in accordance with applicable ASTM Standards (each)	$ 99.00
Maximum-Minimum Density Determinations (only) (ASTM 02049)	$ 99.00
Field In-Place Density Test (Compaction Test) in accordance with applicable ASTM Standards for calibrated drive sleeve, sand cone or nuclear methods (each)	$ 65.00
Compacted Lift Thickness Determinations with Density Test	$ 6.60
Limerock Bearing Ratio Tests in accordance with F.D.O.T. procedures including Modified Proctor Test (each)	$ 330.00
Limerock Gradation (F.D.O.T.)	$ 44.00
Limerock Analysis (Chemical Ca & Mg) (F.D.O.T.)	$ 159.50
Compacted Lift Thickness Determinations (only) (hr)	$ 52.80
Florida Bearing Value (F.D.O.T.) (Minimum of 4)	$ 52.80
CONCRETE TESTS	
Curing and Compressive Strength of Concrete (ASTM C39) (per set of 4)	$ 99.00
Compressive Strength of Cores (ASTM C42) (each)	$ 33.00
Compressive Strength CMU (ASTM C 140) (per set)	$ 253.00
Compressive Strength Testing of Hollow Masonry Prisms (ASTM E 447) (per prism; prism molded by contractor)	$ 99.00
Compressive Strength of Grout Prisms for Cell Fill (ASTM C 1019) (per set)	$ 99.00
Molding, Curing and Testing of 2" x 2" Masonry Mortar Cubes (set of 3 cubes) (per set)	$ 99.00
Epoxy Bond Compounds (1 set of 3) by 6” molds	$ 99.00
Epoxy Mortars (1 set of 3) 2” cubes	$ 99.00
Sawing Charge (per end sawed) (ASTM C39)	$ 22.00
Schmidt Hammer Testing (ASTM C805) per hour	$ 55.00
Windsor Probe Testing and Shots per hour	$ 55.00
Engineering Technician (Make & Pickup cylinders, includes slump (ASTM C31) per hour	$ 55.00
Concrete Coring (ASTM C42) per hour	$ 71.50
Additional Diamond Bit Charge (D x L) (D = core diameter in inches; L = core depth in linear inches) per inch	$ 2.20

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Concrete Pipe – Witness of Compression Test Pipe Inspection (ASTM C76) (hour)	$ 66.00
Concrete Plant Inspection and Testing (A.C.I.) Includes standard on-site concrete and aggregate tests and weight adjustments (per hour)	$ 66.00
ASPHALT TESTS	
Bitumen Extraction/Gradation (each) (F.D.O.T.)	$ 192.50
Marshall Molded Specimens with Stability Flow (each)	$ 192.50
Theoretical Maximum Specific Gravity of Bituminous Paving Mixtures (F.D.O.T.)	$ 88.00
Asphalt Coring (per hour)	$ 71.50
Mobilization of Pavement Core Rig (each one)	$ 220.00
Pavement Cores for Laboratory Density & Thickness Determinations (each core)	$ 38.50
Field In-Place Density Test (Compaction Test)	$ 33.00
Asphalt Plant or Field Lay-Down Inspection & Testing	$ 60.50

MATERIAL TESTING & INSPECTION SERVICES (Continued)

Test Title/Specifications	Rate
AGGREGATE ANALYSIS (F.O.B.) LABORATORY	
Fine Aggregate Gradation (ASTM C136)	$ 88.00
Coarse Aggregate Gradation (ASTM C136)	$ 88.00
Fine Aggregate Specific Gravity and Absorption (F.D.O.T) (each)	$ 77.00
Coarse Aggregate Specific Gravity and Absorption (F.D.O.T) (each)	$ 77.00
Los Angeles Abrasion Test (ASTM C131 and C535) (each)	$ 330.00
Fine Aggregate Specific Gravity and Absorption (F.D.O.T) (each)	$ 66.00
Soundness (AASHTO T104) (each)	$ 330.00
Friable Particles (AASHTO T112) (each)	$ 44.00
Dry Rodded Unit Weight (ASTM C29)	$ 44.00
Organic or Color Platen (ASTM C40)	$ 44.00
Percent Particles with Fractured Faces, Coarse Aggregate (U.S. Corps of Engineers) (each)	$ 49.50
Percent Flat or Elongated Particles, Coarse Aggregate (U.S. Corps of Engineers) (each)	$ 60.50
MISCELLANEOUS LABORATORY TESTS	
Organic Content (Ignition Method) (ASTM D2974) (each)	$ 66.00
Limerock Organic Content (F.D.O.T. (each)	$ 66.00
Atterberg Limits Liquid & Plastic (ASTM D423 and D424 (each)	$ 110.00
Minus 200 Sieve Determinations (ASTM C117) (each)	$ 66.00

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Grain Size Analysis (Soil) (each)	$ 99.00
Grain Size Analysis (Aggregate) (each)	$ 99.00
Testing Topsoil for pH value (ASTM E7C)	$ 44.00
Moisture Content Determinations (ASTM D2216) each	$ 16.50
SOIL CEMENT	
Soil Cement Design (Sand – Short-Cut Method) (PCA)	$ 495.00
Short-Cut Method Design with Limerock, Shell or Blend Materials (PCA) (each)	$ 528.00
Optimum Moisture-Density (Proctor) (Standard or Modified) (AASHTO T99 or T180) (each)	$ 99.00
Sieve Analysis (Washed) (ASTM C-136) (each)	$ 88.00
Atterberg Limit – Liquid or Plastic (ASTM D423 and D424) (each)	$ 104.50
Compression Test of Soil-Cement Specimen (PCA) (each)	$ 33.00
Trim End of Field Cores (if required) (each)	$ 22.00
Field Soil-Cement Inspector-Technician (PCA) Includes Tests (performed in field) Min. 4 hrs	$ 60.50
SPECIAL TESTING SERVICES	
Pile Load Tests and Analysis (hour)	$ 110.00
Plate Load Tests and Analysis (hour)	$ 110.00
Jack Calibration	
(0-100 Tons) (each)	$ 200.00
(101-200 Tons) (each)	$ 250.00
Jack Rental with Pump	
(30 Tons) per day	$ 100.00
(60 Tons) per day	$ 150.00
(100 Tons) per day	$ 200.00
(200 Tons) per day	$ 250.00
Instrumentation (Dial Gauges and Reference Beams) per day	$ 60.00

MATERIAL TESTING & INSPECTION SERVICES (Continued)

Test Title/Specifications	Rate
Tensile Test of Reinforcing Bars (each)	$ 60.00
Field Sampling and Preparation Time (per hour)	$ 48.00
Mix Design (3 asphalt contents) - (F.D.O.T.) (each)	$ 450.00
Additional Asphalt Contents for Design (each)	$ 180.00
Concrete Design – Standard mixes (A.C.I.) (Includes Specific Gravity, Absorption and Gradation of Aggregates) (ea)	$ 400.00

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Additional Cement Contents for Design (each)	$ 150.00
Polyethylene Geomembrane Seams Peel and Shear Strength (NSF54/ASTM D437) (each)	$ 250.00
METALS – NON-DESTRUCTIVE TESTING (NDT) DIVISION	
Visual Weld or Bolt Torque Testing (per hour)	$ 95.00
Welder Qualifications (Visual Observation of welder procedures) (per hour)	$ 95.00
(Coupon tests) (each)	$ 250.00
Dye Penetrant Testing (per hour)	$ 80.00
Magnetic Particle Testing (per hour)	$ 80.00
Ultrasonic Testing - NDE Inspection (per hour)	$ 135.00
Mobilization Personnel and Equipment (lump sum/per trip)	$ 150.00

PSI ENVIRONMENTAL FEE SCHEDULE - SECO 2025

A. Professional Services

Chief Engineer/Geologist (P.G./P.E.)	$	255.00	hour
Certified Industrial Hygienist (C.I.H.)	$	210.00	hour
Principal Consultant (P.G./P.E.)	$	235.00	hour
Sr. Project Manager/Sr. Engineer (P.E.)/Sr. Geologist (P.G.)	$	210.00	hour
Senior Geotechnical Engineer	$	150.00	hour
Senior Scientist/Geologist/Engineer/Biologist/Hygienist	$	135.00	hour
Project Scientist/Geologist/Engineer/Biologist/Hygienist	$	115.00	hour
Staff Scientist/Geologist/Engineer/Biologist/Hygienist	$	100.00	hour
Construction Supervisor	$	100.00	hour
GIS/GPS Specialist	$	85.00	hour
Environmental Specialist/Industrial Hygienist/Senior Geotechnical Technician	$	85.00	hour
Senior Environmental Technician	$	80.00	hour
Industrial Hygienist Technician	$	75.00	hour
Technician	$	55.00	hour

B. Equipment

Field Services Vehicle	$	150.00	day
Organic Vapor Analyzer (OVA)	$	200.00	day
Data Logger/pressure transducer	$	400.00	day
Generator (5 KW)	$	250.00	day
Generator (10KW)	$	250.00	day
Sediment Core	$	200.00	day
Vibracore sampler	$	325.00	day
Pump - Development/Centrifugal	$	65.00	day
Shallow Groundwater Sampling Kit	$	350.00	day
Soil sampling kit	$	350.00	day
Air Quality Sampling Kit	$	250.00	day
Surveying Equipment	$	85.00	day
Water Level Indicator/interface probe	$	35.00	day
Portable Remediation Unit (50 gpm w/ airstripping unit and 3 hp SVE blower)	$	350.00	day
Portable Remediation Unit (75 gpm w/ air stripping unit and SVE/AS)	$	450.00	day
Backhoe with operator	$	1,500.00	day
Geoprobe Drilling Rig	$	2,200.00	day
Combustible Gas Indicator	$	125.00	day
Handheld GPS unit (+/- three meter accuracy)	$	125.00	day
Barge/Boat Sampling Platform (8'X8')	$	195.00	day
Pontoon Boat 20'	$	650.00	day
Air Boat	$	2,100.00	day
Xray Fluorescence (XRF) (lead based paint survey)	$	250.00	day
Air monitoring (8-hour shift)	$	750.00	day
Air monitoring (10-hour shift)	$	900.00	day
In-Line Filters	$	57.00	ea
Ambient Air Samples (non-viable)	$	75.00	ea
Wall cavity samples (non-viable)	$	75.00	ea
Tape/Lift sample (non-viable)	$	75.00	ea
Ambient air sample (viable)	$	85.00	ea

PSI ENVIRONMENTAL FEE SCHEDULE - SECO 2025

Swab sample	$	75.00	ea
Transmission Electronic Microscopy (TEM), 24 hour	$	210.00	ea
TEM, 48 hour	$	135.00	ea
Phase Light Microscopy (PLM), 24-48 hours	$	25.00	ea
PLM, 72-96 hours	$	15.00	ea
Point count analysis	$	75.00	ea
Total Lead sample (Atomic Absorption Method)	$	25.00	ea
8 oz. Sample Jars with Lids, 24/case	$	40.00	per case
Sampling Supplies	$	50.00	per well
Granular Activated Carbon cells, 1800 lbs., each	$	900.00	week
Granular Activated Carbon cells, 600 lbs., each	$	600.00	week

C. Laboratory Analysis (All quotes are based on 7-10 business	**Cost +25%**

D. Subcontractors			
Various Subcontract Fees		Cost + 25%	
E. IDW Handling, Decontamination, Safety, Well Permits			
OSHA Safety Devices (Level C)	$	75.00	day/man
55-gal. Steel Drums	$	85.00	ea
Transporting of Drums On-site	$	200.00	hour
Well Development (Two-Man Crew)	$	150.00	hour
Permitting and Well Completion Report Processing	$	75.00	ea
Well Permits		Cost + 25%	

1. The above unit rates are based on an eight hour day, Monday through Friday. Hours in excess of 8-hours per day or work performed on weekends will be billed at 1.5 times the normal rate unless otherwise agreed in advance
2. The above hourly unit rates are billed in 0.1-hour increments, unless otherwise indicated
3. Actual items will be billed if requested or required during field exploration unless otherwise agreed in writing.

BUILDING SCIENCE SOLUTIONS

Test Title/Specifications	Rate
TESTING SERVICES	
Wind Uplift Testing for Roofs (FM Global 1-52, Bell Chamber Test) (per test) (min 3 per trip)	$ 1,100.00
Window Tests (ASTM E1105, ASTM E783, AAMA 501.2) (per day)	$ 4,000.00
Limited Visual Roof QA assessments during Construction (each) (min 3 per project)	$ 1,100.00
Infrared Roof Survey	
Roofs 35K sqft and under	$ 3,850.00
Roofs over 35K sqft up to 100K sqft	$ 4,900.00
Roofs over 100k sqft	Call for quote
Ground Penetrating Radar (per day)	$ 2,000.00
CONSULTING/FORENSIC/INVESTIGATIVE SERVICES	
Vice President (per hour)	$ 300.00
Senior Director/Director/Discipline Lead (per hour)	$ 260.00
Department Manager/Discipline Manager/Senior Consultant/Principal Consultant (per hour)	$ 245.00
Manager/Senior Project Engineer/Senior Project Architect/Senior Project Manager (per hour)	$ 230.00
Project Engineer/Project Architect/Project Manager (per hour)	$ 215.00
Engineer (per hour)	$ 200.00
Senior Technician/Senior Inspector/Project Lead/Technician Lead/Project Specialist (per hour)	$ 185.00
Level II Technician/Inspector/Acoustician (per hour)	$ 160.00
Level I Technician/Inspector/Project Coordinator/Senior Administrative (per hour)	$ 110.00
Administrative Assistant (per hour)	$ 75.00
Mileage (per mile)	$ 0.85
SUBCONTRACTED WORK	
Various subcontract costs (as applicable)	Cost +20%

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE

Date: _____

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)

Date: _____

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
None.	None.					

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA

Date: _____

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

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:

_____

_____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, by means of ( ) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or ( ) who has produced _____, as identification.

My Commission Expires:

_____
Signature of Notary Public

Notary Public, State of
_____

_____

_____
Printed, Typed or Stamped Name

Commission/Serial No. _____

EXHIBIT "G": INSURANCE

FOR THE PROJECT ENTITLED: Ongoing Professional Services

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 Professional Services

Date: _____

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: N/A

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 Fort Myers Beach
(print name of public entity)

by John Emerson, Environmental Department Manager
(print individual's name and title)

for Professional Service Industries, Inc.
(print name of entity submitting sworn statement)

whose business address is 545 E. Alogonquin Road
Arlington Heights, IL 60005

and (if applicable) its Federal Employer Identification Number (FEIN) is 37-0962090
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement:_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(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.)

☑ 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)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 19th day of August, 20 24, by John Emerson, by means of (✓) physical presence or ( ) online notarization, personally appeared before me and (✓) is personally known to me or ( ) who has produced _____, as identification.

My Commission Expires: 07/30/28

DIANA R PLACERES
Notary Public - State of Florida
Commission # HH 511798
My Comm. Expires Jul 30, 2028
Bonded through National Notary Assn.

_____
Signature of Notary Public

Notary Public, State of Florida

_____

Diana R. Placeres
Printed, Typed or Stamped Name

Commission/Serial No. HH511798

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: August 19, 2024

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: Professional Service Industries, Inc.

(Signature) Env. Dept Manager (Title) 8/19/2024 (Date)

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 19th day of August, 20 24, by John Emerson, by means of ( ) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or ( ) who has produced _____, as identification.

My Commission Expires: 07/30/28

DIANA R PLACERES
Notary Public - State of Florida
Commission # HH 511798
My Comm. Expires Jul 30, 2028
Bonded through National Notary Assn.

Signature of Notary Public

Notary Public, State of Florida

Diana R. Placeres

Printed, Typed or Stamped Name

Commission/Serial No. HH511798

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-24-06-AD

I, the undersigned, John Emerson, am an employee of Professional Service Industries, Inc., the Town's provider of professional services, and serve as a member of the Professional Service team for the Town of Fort Myer Beach.

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.

Signature

August 19, 2024
Date

EXHIBIT L

TOWN OF FORT MYERS BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM 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 PROFESSIONAL SERVICE INDUSTRIES, INC., hereinafter referred to as "Contractor", concerning that certain agreement dated the ____ day of _____, 2025 ("Agreement").

RECITALS:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Section 287.0582, Fla. Stat., requires that public agency contracts include a non-appropriation term and remain contingent upon an appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6), Fla. Stat., related to data management, and Section 287.05701, Fla. Stat., related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Fla. Stat., contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a $5,000 penalty and damages.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum 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, THE CONTRACTOR MAY 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.

8. Disclosure Requirements for "Foreign Countries of Concern." Contractor shall comply with the disclosure requirements set forth is Section 286.101(3)(a), Florida Statutes, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), Florida Statutes: "In addition to any fine assessed under [section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fees and costs.

11. 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.

12. 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.

13. 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.

14. 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.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The Town reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the Town of Fort Myers Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the Town of Fort Myers Beach for review or approval.

18. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

_____

Print Name: _____

Title: _____

Company: _____

ATTEST:

_____
Amy Baker, Town Clerk

Town of Fort Myers Beach

_____
Dan Allers, Mayor

APPROVED AS TO FORM

_____
Town Attorney

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____ by and between the Town of Fort Myers Beach, Florida, a municipality of the State of Florida, whose address is 6231 Estero Blvd, Fort Myers Beach, Florida 33931 ("Town"), and **RG Architects, P.A.** ("Consultant"), whose address is **2070 McGregor Blvd., No. 1, 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. The 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 related 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 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 a 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 the 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 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 in the 20th Judicial Circuit in and for Lee County, Florida. Each party shall be responsible for the payment of any attorney fees and costs incurred by the party due to litigation arising out of this agreement.

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.

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
6231 ESTERO BLVD
FORT MYERS BEACH, FL. 33931
(239)765-0202
FMBPUBLICRECORDS@FMBGOV.COM

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.

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 – MISCELLANEOUS

Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

ARTICLE 19.00 - 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"

(2) EXHIBIT "B" entitled "Compensation and Method of Payment"

(3) EXHIBIT "C" entitled "Time and Schedule of Performance"

(4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)"

(5) EXHIBIT "E" entitled "Project Guidelines and Criteria"

(6) EXHIBIT "F" entitled "Truth in Negotiation Certificate"

(7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

(8) EXHIBIT "H" entitled "Amendment to Articles"

(9) EXHIBIT "I" entitled "Public Entity Crime Affidavit"

(10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws"

(11) EXHIBIT "K" entitled "Affidavit of Confidentiality"

(12) EXHIBIT "L" entitled "Town of Fort Myers Beach, Florida Standard contract Addendum"

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 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, 6231 Estero Blvd, Fort Myers Beach, Florida 33931

20.02 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:

_____

(Consultant's Business Name)

_____

(Street/ P.O. Box)

_____

(City) (State) (Zip Code)

Telephone Number: _____ _____

Fax Number: _____

ATTENTION: _____

Project Director

20.03 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 21.00 - 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: _____
William B. McKannay, Town Manager

ATTEST:

By:_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Town Attorney

CONSULTANT: _____
Printed name of organization

BY: _____
Signature

_____
Witness Signature

_____
Printed name of person signing

_____
Printed name of Witness

_____
Title (printed)

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

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

102. Architectural Design
Requires architectural expertise in the planning, designing, permitting, bidding and construction administration phases of service in Architectural Design. The firm must employ at least one architect, registered with the Florida State Board of Architecture and Interior Design. Additionally, the firm must have knowledge of current rules and regulations of local, state and federal agencies as applicable.

QUALIFICATION FOR TYPE OF WORK

QUALIFICATION FOR TYPE OF WORK

Name of Firm: RG Architects P.A. **Date:** 08/19/2024

Code: 102 **Type of Work:** Architectural Design

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Ryan Richards	Fort Myers	AR94102	26	Higher Education, K-12 Educational, Commercial, Hospitality, Government.
Javier Salazar	Cape Coral	AR102579	19	Higher Education, K-12 Educational, Commercial, Hospitality, Government.
Trevor Wright	Lehigh Acres	AR101344	30	Higher Education, K-12 Educational, Commercial, Hospitality, Government.
Natali Garcia	Fort Myers	N/A	15	Higher Education, K-12 Educational, Commercial, Hospitality, Government.
Jennifer Buccieri	Alva	ID4627	30	Higher Education, K-12 Educational, Commercial, Hospitality, Government.
Henry Marroquin	Port Charlotte	N/A	12	Educational, Commercial, Hospitality, Government.
Laura Salazar	Fort Myers	N/A	15	Higher Education, K-12 Educational, Commercial, Hospitality, Government.
Austin Landrette	Fort Myers	N/A	5	Higher Education, K-12 Educational, Commercial, Hospitality, Government.
Emily Minkowitz	Bonita Springs	N/A	4	Higher Education, K-12 Educational, Commercial, Hospitality, Government.
Karolina Domagala	Fort Myers	N/A	4	Higher Education, K-12 Educational, Commercial, Hospitality, Government.
Carla Ortega	Fort Myers	N/A	3	Higher Education, K-12 Educational, Commercial

QUALIFICATION FOR TYPE OF WORK

Name of Firm: RG Architects P.A. **Date:** 08/19/2024

Code: 102 **Type of Work:** Architectural Design

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Stuart Barrantes	Fort Myers, FL	N/A	2	Higher Education, Commercial, Government.
Chase Wooley	Fort Myers, FL	N/A	5	Higher Education, Commercial, Government.
Andres Camacho	Fort Myers	N/A	7	Higher Education, Commercial, Government.
Pedro Andrade	Fort Myers	N/A	1	Higher Education, K-12 Educational, Government.

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

TOWN will compensate Consultant for services under each Task Authorization. The fee due to the Consultant shall be set forth in each Task Authorization and shall be in accordance with Consultant's personnel hourly rate schedule formalized in contained in ATTACHMENT NO. 1 to this Agreement. Consultant's personnel hourly rate schedule formalized in ATTACHMENT NO. 1 shall include all services, material, supplies and any other items or requirements necessary to complete the work as described herein, including but not limited to out-of-pocket expenses, such as, identifiable communication expenses, reproduction costs, postage, printing, copying, and long distance telephone, etc.

CONSULTANT shall submit an invoice to the TOWN upon completion of the Scope of Service as defined by the Task Authorization. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Task Authorization, date worked and all ancillary expenses incurred and by whom.

Payments shall be made in accordance with the Florida Local Government Prompt Payment Act. Payment for services rendered is due within thirty days of receipt and approval of invoice by Town.

COLLABORATE | CREATE | INNOVATE

RG ARCHITECTS, P.A.
ARCHITECTURE | PLANNING | PROGRAMING
2070 McGregor Blvd, Suite 1, Fort Myers, FL
o 239.332.2040 f 239.332.2049

RG Architects, P.A Hourly Rates

Personnel	*Billing Rate*
Principal	$270.00
Project Manager	$240.00
Senior Architect	$180.00
Architectural Project Coordinator	$150.00
Architectural Staff Support	$102.00
Senior Construction Observation	$180.00
Construction Observation	$150.00
Administrative Support	$96.00

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE

Date: _____

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)

Date: _____

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
None.	None.					

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA

Date: _____

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

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:

_____

_____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, by means of ( ) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or ( ) who has produced _____, as identification.

My Commission Expires:

_____
Signature of Notary Public

Notary Public, State of
_____

_____

_____
Printed, Typed or Stamped Name

Commission/Serial No. _____

EXHIBIT "G": INSURANCE

FOR THE PROJECT ENTITLED: Ongoing Professional Services

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 Professional Services

Date: _____

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: N/A

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 Fort Myers Beach
(print name of public entity)

by Ryan Richards, Principal
(print individual's name and title)

for RG Architects, P.A
(print name of entity submitting sworn statement)

whose business address is 2070 McGregor Blvd Suite 1 Fort Myers, FL 33901

and (if applicable) its Federal Employer Identification Number (FEIN) is 45-5295776
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement:__ _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(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)

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 19 day of August, 20 24, by Ryan Richards, by means of (x) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or (x) who has produced R263-737-75-469-0 as identification.

My Commission Expires:06-22-2028

ELIANNE C. ABIAD DE SALAZAR MY COMMISSION EXPIRES 06-22-2028 NOTARY PUBLIC COMM. # HH 497680 STATE OF FLORIDA

_____
Signature of Notary Public

Notary Public, State of Florida

_____
Elianne C. Abiad de Salazar
Printed, Typed or Stamped Name

Commission/Serial No. HH 497680

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: August 19, 2024

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: RG Architects, P.A

(Signature)	Principal (Title)	August 19, 2024 (Date)

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 19 day of August, 20 24, by Ryan Richards, by means of (x) physical presence or ( ) online notarization, personally appeared before me and (x) is personally known to me or ( ) who has produced R263-737-75-469-0, as identification.

My Commission Expires: 06-22-2028

ELIANNE C. ABIAD DE SALAZAR MY COMMISSION EXPIRES 06-22-2028 NOTARY PUBLIC COMM. # HH 497680 STATE OF FLORIDA

Signature of Notary Public

Notary Public, State of Florida

Elianne C. Abiad de Salazar
Printed, Typed or Stamped Name

Commission/Serial No. HH 497680

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 Engineering Services
RFQ-22-25-AD

I, the undersigned, Ryan Richards, am an employee of RG Architects, P.A, the Town's provider of professional services, and serve as a member of the Professional Service team for the Town of Fort Myer Beach.

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.

Signature

August 19, 2024

Date

EXHIBIT L

TOWN OF FORT MYERS BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM 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 RG Architects, P.A., hereinafter referred to as "Contractor", concerning that certain agreement dated the ____ day of _____, 2025 ("Agreement").

RECITALS:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Section 287.0582, Fla. Stat., requires that public agency contracts include a non-appropriation term and remain contingent upon an appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6), Fla. Stat., related to data management, and Section 287.05701, Fla. Stat., related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Fla. Stat., contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a $5,000 penalty and damages.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum 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, THE CONTRACTOR MAY 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.

8. Disclosure Requirements for "Foreign Countries of Concern." Contractor shall comply with the disclosure requirements set forth is Section 286.101(3)(a), Florida Statutes, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), Florida Statutes: "In addition to any fine assessed under [section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fees and costs.

11. 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.

12. 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.

13. 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.

14. 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.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The Town reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the Town of Fort Myers Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the Town of Fort Myers Beach for review or approval.

18. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

_____

Print Name: _____

Title: _____

Company: _____

ATTEST:

_____
Amy Baker, Town Clerk

Town of Fort Myers Beach

_____
Dan Allers, Mayor

APPROVED AS TO FORM

_____
Town Attorney

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____ by and between the Town of Fort Myers Beach, Florida, a municipality of the State of Florida, whose address is 6231 Estero Blvd, Fort Myers Beach, Florida 33931 ("Town"), and **RWA, Inc.** ("Consultant"), whose address is **4389 N. STATE ROAD 7, LAUDERDALE LAKES, FL 33319.**

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. The 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 related 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 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 a 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 the 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 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 in the 20th Judicial Circuit in and for Lee County, Florida. Each party shall be responsible for the payment of any attorney fees and costs incurred by the party due to litigation arising out of this agreement.

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.

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
6231 ESTERO BLVD
FORT MYERS BEACH, FL. 33931
(239)765-0202
FMBPUBLICRECORDS@FMBGOV.COM

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.

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 – MISCELLANEOUS

Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

ARTICLE 19.00 - 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"

(2) EXHIBIT "B" entitled "Compensation and Method of Payment"

(3) EXHIBIT "C" entitled "Time and Schedule of Performance"

(4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)"

(5) EXHIBIT "E" entitled "Project Guidelines and Criteria"

(6) EXHIBIT "F" entitled "Truth in Negotiation Certificate"

(7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

(8) EXHIBIT "H" entitled "Amendment to Articles"

(9) EXHIBIT "I" entitled "Public Entity Crime Affidavit"

(10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws"

(11) EXHIBIT "K" entitled "Affidavit of Confidentiality"

(12) EXHIBIT "L" entitled "Town of Fort Myers Beach, Florida Standard contract Addendum"

ARTICLE 20.00 - NOTICES AND ADDRESS OF RECORD

20.01 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, 6231 Estero Blvd, Fort Myers Beach, Florida 33931

20.02 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:

_____

(Consultant's Business Name)

_____

(Street/ P.O. Box)

_____

(City) (State) (Zip Code)

Telephone Number: _____ _____

Fax Number: _____

ATTENTION: _____

Project Director

20.03 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 21.00 - 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: _____
William B. McKannay, Town Manager

ATTEST:

By:_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Town Attorney

CONSULTANT: _____
Printed name of organization

BY: _____
Signature

_____
Witness Signature

_____
Printed name of person signing

_____
Printed name of Witness

_____
Title (printed)

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

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, and have training and experience in the area of water resources.

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.

106. Landscape Architect
Requires expertise in the planning, designing, permitting, bidding and construction administration phases of service for Landscape Architecture, including the design of Community Parks and Streetscape. The firm must employ at least one landscape architect, registered with the Florida State Board of Landscape Architecture. Additionally, the firm must employ sufficient personnel to provide services normally associated with this type of work.

107. Community and Neighborhood Improvements
Requires engineering, architectural or landscape architectural expertise in the planning, designing, permitting, bidding and construction administration phases of service for various neighborhood improvements, as well as knowledge of current rules and regulations of local, state and federal agencies regulating the environment and all land use and building code provisions. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers or at least one professional architect, registered with the Florida State Board of Professional Architects and Interior Design, or at least one professional Landscape Architect, registered with the Florida State Board of Landscape Architecture, having training and experience in the area of Community Parks and Streetscape.

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.

QUALIFICATION FOR TYPE OF WORK

QUALIFICATION FOR TYPE OF WORK

Name of Firm: RWA, Inc. **Date:** 8/16/24

Code: 101 **Type of Work:** Water Resources

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Christopher O. Wright, P.E.	Naples	PE47059	34	Water Resources
Michael Pappas, P.E.	Cape Coral	PE60910	23	Water Resources
Laurie Swanson, P.E.	Fort Myers	PE40254	36	Water Resources
Timothy Roane, P.E.	Venice	PE63113	20	Water Resources

QUALIFICATION FOR TYPE OF WORK

Name of Firm: RWA, Inc. **Date:** 8/16/24

Code: 104 **Type of Work:** Water Distribution

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Christopher O. Wright, P.E.	Naples	PE47059	34	Water Distribution
Michael Pappas, P.E.	Cape Coral	PE60910	23	Water Distribution
Laurie Swanson, P.E.	Fort Myers	PE40254	36	Water Distribution
Tim Roane, P.E.	Venice	PE63113	20	Water Distribution

QUALIFICATION FOR TYPE OF WORK

Name of Firm: RWA, Inc. **Date:** 8/16/24

Code: 106 **Type of Work:** Landscape Architecture

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
James McCord, RLA	Fort Myers	LA6666882	40	Landscape Architecture

QUALIFICATION FOR TYPE OF WORK

Name of Firm: RWA, Inc. **Date:** 8/16/24

Code: 107 **Type of Work:** Community and Neighborhood Improvements

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Christopher O. Wright, P.E.	Naples	PE47059	34	Civil Engineering
Michael Pappas, P.E.	Cape Coral	PE60910	23	Civil Engineering
Laurie Swanson, P.E.	Fort Myers	PE40254	36	Civil Engineering
Timothy Roane, P.E.	Venice	PE63113	20	Civil Engineering
James McCord, RLA	Fort Myers	LA6666882	40	Landscape Architecture
Michael Ward, P.L.S	Fort Myers	LS5301	29	Surveying and Mapping
Wayne Agnoli, RSM	Naples	LS5335	25	Surveying and Mapping
Todd Short, P.L.S	Fort Myers	GA - LS003491 FL-in process	12	Surveying and Mapping

QUALIFICATION FOR TYPE OF WORK

Name of Firm: RWA, Inc. **Date:** 8/16/24

Code: 111 **Type of Work:** Civil Engineering

List the personnel permanently employed by your firm and indicate the work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability.

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Christopher O. Wright, P.E.	Naples	PE47059	34	Civil Engineering
Michael Pappas, P.E.	Cape Coral	PE60910	23	Civil Engineering
Laurie Swanson, P.E.	Fort Myers	PE40254	36	Civil Engineering
Timothy Roane, P.E.	Venice	PE63113	20	Civil Engineering

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

TOWN will compensate Consultant for services under each Task Authorization. The fee due to the Consultant shall be set forth in each Task Authorization and shall be in accordance with Consultant's personnel hourly rate schedule formalized in contained in ATTACHMENT NO. 1 to this Agreement. Consultant's personnel hourly rate schedule formalized in ATTACHMENT NO. 1 shall include all services, material, supplies and any other items or requirements necessary to complete the work as described herein, including but not limited to out-of-pocket expenses, such as, identifiable communication expenses, reproduction costs, postage, printing, copying, and long distance telephone, etc.

CONSULTANT shall submit an invoice to the TOWN upon completion of the Scope of Service as defined by the Task Authorization. Each invoice shall be detailed and include, but not be limited to, hours worked by each person assigned to the Task Authorization, date worked and all ancillary expenses incurred and by whom.

Payments shall be made in accordance with the Florida Local Government Prompt Payment Act. Payment for services rendered is due within thirty days of receipt and approval of invoice by Town.

ATTACHMENT NO. 1 TO EXHIBIT B

RWA ENGINEERING

Hourly Rate Code and Fee Schedule

Effective January 1, 2025

Compensation for staff time attributable directly to the performance of the contract shall be in accordance with the following Hourly Fees:

CIVIL ENGINEERING CONSULTANT	
Classification	**Hourly Rate**
Engineering Intern	$ 100
Engineer I	$ 125
Engineer II	$ 135
Engineer III	$ 150
Engineer IV	$ 160
Engineer V	$ 170
Engineer VI	$ 175
Project Manager	$ 195
Senior Project Manager	$ 215
Director of Engineering	$ 225
Engineering Principal	$ 235
Engineering Senior Principal	$ 250

SURVEYING AND MAPPING CONSULTANT	
Classification	**Hourly Rate**
Staff Surveyor	$ 100
Senior Staff Surveyor	$ 115
Surveyor SIT	$ 125
Senior Surveyor SIT	$ 135
Project Surveyor	$ 145
Senior Project Surveyor	$ 155
Project Manager	$ 165
Senior Project Manager	$ 185
Director of Surveying	$ 195
Surveying Principal	$ 205
Surveying Senior Principal	$ 220

PLANNING AND LAND USE CONSULTANT	
Classification	**Hourly Rate**
Staff Planner	$ 105
Senior Staff Planner	$ 120
Planner	$ 130
Senior Planner	$ 140
Project Planner	$ 150
Senior Project Planner	$ 155
Project Manager	$ 160
Senior Project Manager	$ 185
Director of Planning	$ 195
Planning Principal	$ 210
Senior Planning Principal	$ 230

LANDSCAPE ARCHITECTURE CONSULTANT	
Classification	**Hourly Rate**
Landscape Designer	$ 110
Senior Landscape Designer	$ 135
Landscape Architect	$ 155
Project Manager	$ 175
Senior Project Manager	$ 190
Director of Landscape Architecture	$ 205
Landscape Architecture Principal	$ 215

TECHNICAL SUPPORT	
Classification	**Hourly Rate**
Drafting	
CAD I	$ 90
CAD II	$ 95
CAD III	$ 110
CAD IV	$ 125
CAD V	$ 140
Design	
CAD Designer I	$ 115
CAD Designer II	$ 130
CAD Designer III	$ 150
CAD Designer IV	$ 160
Director of CAD	$ 175

CONSTRUCTION AND INSPECTION	
Classification	**Hourly Rate**
Construction Inspector	$ 110
Senior Construction Inspector	$ 130
Construction Manager	$ 150
Construction Administrator	$ 170
Director of Construction	$ 190

SURVEY FIELD CREWS	
Classification	**Hourly Rate**
Instrument Professional	$ 95
Party Chief	$ 115
Senior Party Chief	$ 125
Party Chief + Equipment	$ 145
Senior Party Chief + Equipment	$ 155
2 Man Crew + Equipment	$ 175
Senior 2 Man Crew + Equipment	$ 185

RWA ENGINEERING

Hourly Rate Code and Fee Schedule

Effective January 1, 2025

ADMINISTRATIVE SUPPORT

Project Administration

Classification	Hourly Rate
Project Administrator	$ 100
Project Coordinator	$ 115
Senior Project Coordinator	$ 130

General Administration

Classification	Hourly Rate
Administrative Assistant	$ 80
Senior Administrative	$ 90
Expert Witness	$ 275

Accounting and Finance

Classification	Hourly Rate
Accountant	$ 100
Senior Accountant	$ 125
Accounting Manager	$ 140
Controller	$ 165

Human Resources

Classification	Hourly Rate
Human Resources Manager	$ 125
Human Resources Director	$ 160

Marketing

Classification	Hourly Rate
Marketing Assistant	$ 80
Marketing Coordinator	$ 105
Marketing Manager	$ 160
Marketing Director	$ 195

Compensation for in-house items of expense and other charges incurred in connection with the performance of contract shall be in accordance with the following schedule:

IN-HOUSE REIMBURSABLES

Classification	Rate	Unit
Vehicle Travel	$ 0.70	per mile
Letter or Legal Copies (B&W)	$ 0.25	per copy
Letter or Legal Copies (Color)	$ 1.15	per copy
11" x 17" copies (B&W)	$ 0.55	per copy
11" x 17" copies (Color)	$ 2.25	per copy
Large Format Copies (24" x 36")	$ 2.25	per copy
Paper Plot (24" x 36")	$ 7.15	per plot
Color Graphic (Image Quality)	$ 15.00	per square foot
24" x 36" Vellum Plot	$ 10.50	per plot
24" x 36" Mylar Plot	$ 13.50	per plot
Peripheral Reimbursable Expenses	At Cost + 25%	per mile

INTEREST CHARGES

Type	% Interest	Number of Days
Unpaid Invoices	3.00%	30

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE

Date: _____

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)

Date: _____

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
None.	None.					

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA

Date: _____

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

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:

_____

_____

BY: _____

TITLE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____, by _____, by means of ( ) physical presence or ( ) online notarization, personally appeared before me and ( ) is personally known to me or ( ) who has produced _____, as identification.

My Commission Expires:

_____
Signature of Notary Public

Notary Public, State of
_____

_____

_____
Printed, Typed or Stamped Name

Commission/Serial No. _____

EXHIBIT “G”: INSURANCE

FOR THE PROJECT ENTITLED: Ongoing Professional Services

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 Professional Services

Date: _____

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: N/A

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 Fort Myers Beach
(print name of public entity)

by Christopher O. Wright, P.E., President
(print individual's name and title)

for RWA, Inc.
(print name of entity submitting sworn statement)

whose business address is 6610 Willow Park Drive, Suite 200
Naples, FL 34109

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0721059
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement:_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(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.

Christopher C. Wright
(Signature)

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 16th day of August, 20 24, by Christopher O. Wright, by means of (✓) physical presence or ( ) online notarization, personally appeared before me and (✓) is personally known to me or ( ) who has produced _____, as identification.

My Commission Expires:
4/14/25

Haven Cherie Setterlund
Signature of Notary Public

Notary Public, State of
Florida

Haven Cherie Setterlund
Printed, Typed or Stamped Name

Commission/Serial No. HH076791

HAVEN CHERIE SETTERLUND
Notary Public - State of Florida
Commission # HH 076791
My Comm. Expires Apr 14, 2025
Bonded through National Notary Assn.

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: August 16, 2024

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: RWA Inc.

(Signature)	President (Title)	08/16/24 (Date)

STATE OF Florida

COUNTY OF Collier

The foregoing instrument was acknowledged before me this 16th day of August, 20 24, by Christopher O. Wright, by means of (✓) physical presence or ( ) online notarization, personally appeared before me and (✓) is personally known to me or ( ) who has produced _____, as identification.

My Commission Expires:
4/14/25

Haven Cherie Setterlund
Signature of Notary Public

Notary Public, State of
Florida

Haven Cherie Setterlund
Printed, Typed or Stamped Name

Commission/Serial No. HH 076791

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-24-06-AD

I, the undersigned, Christopher O. Wright, P.E., am an employee of RWA, Inc., the Town's provider of professional services, and serve as a member of the Professional Service team for the Town of Fort Myer Beach.

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.

Signature

08/16/24
Date

EXHIBIT L

TOWN OF FORT MYERS BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM 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 RWA, Inc., hereinafter referred to as "Contractor", concerning that certain agreement dated the ____ day of _____, 2025 ("Agreement").

RECITALS:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Section 287.0582, Fla. Stat., requires that public agency contracts include a non-appropriation term and remain contingent upon an appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6), Fla. Stat., related to data management, and Section 287.05701, Fla. Stat., related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Fla. Stat., contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a $5,000 penalty and damages.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum 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, THE CONTRACTOR MAY 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.

8. Disclosure Requirements for "Foreign Countries of Concern." Contractor shall comply with the disclosure requirements set forth is Section 286.101(3)(a), Florida Statutes, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), Florida Statutes: "In addition to any fine assessed under [section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fees and costs.

11. 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.

12. 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.

13. 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.

14. 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.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The Town reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the Town of Fort Myers Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the Town of Fort Myers Beach for review or approval.

18. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

_____

Print Name: _____

Title: _____

Company: _____

ATTEST:

_____
Amy Baker, Town Clerk

Town of Fort Myers Beach

_____
Dan Allers, Mayor

APPROVED AS TO FORM

_____
Town Attorney

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-120**

1. **Request:**

Meeting Date: November 17, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, APPROVING A YEAR-END BUDGET ADJUSTMENT FOR FISCAL YEAR 2025; RATIFYING A $403.00 INCREASE IN THE NOT-TO-EXCEED AMOUNT FROM $120,778.00 to $121,181.00 FOR THE PURCHASE OF AN ALUMINUM BOAT FROM SCULLY'S ALUMINUM BOATS, INC; AND PROVIDING FOR AN EFFECTIVE DATE

Why the action is necessary:

Town Council must approve expenditures that exceed $75,000, and must approve budget adjustments, and must approve transfers. This budget adjustment involves a transfer of code enforcement lien revenue from the General Fund to the Capital Fund, where the purchase of the boat will also be recorded.

What the action accomplishes:

Ratifies the additional expenditure of $403 for the purchase of the boat, and acknowledges through a formal budget adjustment the source of funding for the boat. This will result in more appropriate accounting of the revenue and expenditures, as well as authorizing the full amount of the expenditure.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Frankie Kropacek, Community Development Director, Thomas Yozzo, Emergency Services Director

5. **Background:**

In November 2024, the Town collected an unbudgeted Code Enforcement Lien of $725,840.00. Later in the year it was determined that the purchase of a new aluminum boat in the amount of $121,181.00 to service the Mooring Field, Maritime and Code Enforcement operations was in the best interest of the town,and that it was to be funded out of the unbudgeted Code Enforcement Lien revenue. The purchase of the boat was authorized by the Town Council via Resolution 25-91 on June 16, 2025 for a not-to-exceed amount of $120,778.00, after which an additional expenditure of $403.00 was deemed necessary to fully equip the boat. Therefore, it is necessary to ratify this additional $403 expenditure by increasing the not-to-exceed amount from $120,778 to $121,181. It is also appropriate to amend the budget to reflect the funding of this purchase from unbudgeted revenues.

Attachments:

1. 25-325, FY25 Year End Budget Adj & Ratification of $403 NTE for Scully's Alum Boat
2. 25-91, Authorizing Purchase of Scullys Aluminum Boat Signed

Financial Impact:

There is no new financial impact. This will formally recognize the funding for the boat through a budget adjustment and provide authorization of the additional $403 amount of expenditure.

6. **Alternative Action**

7. **Management Recommendations:**

Staff recommends approval of this budget adjustment and ratification of the additional $403 expenditure

8. **Recommended Approval:**

Joe Onzick, Finance Director	Created/Initiated - 11/7/2025
Joe Onzick, Finance Director	Approved - 11/7/2025
nancy stuparich, Town Attorney	Approved - 11/8/2025
Amy Baker, Town Clerk	Approved - 11/10/2025
William McKannay, Town Manager	Final Approval - 11/10/2025

RESOLUTION NUMBER 25-325

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, APPROVING A YEAR-END BUDGET ADJUSTMENT FOR FISCAL YEAR 2025; RATIFYING A $403.00 INCREASE IN THE NOT-TO-EXCEED AMOUNT FROM $120,778.00 to $121,181.00 FOR THE PURCHASE OF AN ALUMINUM BOAT FROM SCULLY'S ALUMINUM BOATS, INC; 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, Florida Statutes s. 200.065 establishes the method for adoption of a budget for all taxing authorities in the State of Florida and Florida Statutes s. 166.241 requires the governing body of each municipality in Florida to adopt a budget via ordinance or resolution before the start of each fiscal year; and

WHEREAS, on September 23, 2024, the Town Council of the Town of Fort Myers Beach, following due public notice, adopted a final operating budget for fiscal year 2024-2025, as set forth with greater specificity in Town Resolution 24-185; and

WHEREAS, Section 11.05 (d) of Article XI of the Charter of the Town of Fort Myers Beach provides that at any time during the fiscal year, the town manager may transfer any unencumbered appropriations among programs within a department, office, agency or a program provided by inter local agreement and, upon written request by the town manager, the council may by resolution transfer between funds any unencumbered appropriations from one department, office, agency or a program provided by inter local agreement to another; and

WHEREAS, the Town collected an unbudgeted Code Enforcement Lien of $725,840.00 in November 2024; and

WHEREAS, it was determined that the purchase of a new aluminum boat in the amount of $121,181.00 to service the Mooring Field, Maritime and Code Enforcement operations was in the best interest of the town; and

WHEREAS, an adjustment to Fiscal Year 2025 budget to recognize the funding of the purchase of this boat is deemed appropriate; and

WHEREAS, the purchase of the boat was authorized by the Town Council via Resolution 25-91 on June 16, 2025, for a not-to-exceed amount of $120,778.00, after which an additional expenditure of $403.00 was deemed necessary to fully equip the boat.

.

IT IS HEREBY RESOLVED by the Town Council of Fort Myers Beach, Florida as follows.

Section 1. The above recitals as set forth in the various "Whereas" clauses are hereby adopted by reference and incorporated into the body of this Resolution.

Section 2. The Town Council further finds that the supplemental appropriation of funds is as provided in this Section consistent with the requirements of Section 11.05 (d) of Article XI of the Town Charter, and hereby approves, adopts, and accepts the following budget amendment:

Budget Adjustment

Account	Description	Amount
10.21.524.35410	General: Code Enforcement Fees	725,840.00
10.19.519.59112	General: Transfer Settlement to Capital Fund	121,181.00
10.19.519.80000	General: Add to Reserve	604,659.00
40.33.543.38111	Capital: Transfer Settlement from General Fund	121,181.00
40.33.546.64200	Capital: Aluminum Boat	121,181.00

Section 3. The Town Council hereby ratifies the $403.00 increase of the not-to-exceed amount from $120,778.00 to $121,181.00 for the purchase of the boat from Scully's Aluminum Boats.

Section 4. This resolution is effective immediately upon adoption.

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

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

ADOPTED this 17th day of November 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:

_____

Vose Law Firm, Town Attorneys

This Resolution was filed in the Office of the Town Clerk on this 17th day of November 2025.

RESOLUTION NUMBER 25-91

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE PURCHASE OF AN ALUMINUM BOAT FROM SCULLY'S ALUMINUM BOATS, INC AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A PURCHASE ORDER FOR THIS BOAT FOR A NOT-TO-EXCEED AMOUNT OF $120,778.00; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town wishes to purchase an aluminum boat model 2684LC2 with center console for a total not-to-exceed amount of $120,778.00; and

WHEREAS, Section 2-480(f) of the TOWN OF FORT MYERS BEACH Code of Ordinances provides that when it is in the best interest of the TOWN OF FORT MYERS BEACH, the TOWN OF FORT MYERS BEACH may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the TOWN OF FORT MYERS BEACH's competitive bid policy; and

WHEREAS, the Scully's Aluminum Boats, Inc. was awarded contract number GS-07F-0159W by the General Services Administration (GSA) Federal Acquisition Service as part of a multiple award schedule for the marine craft category #336612 as a result of satisfying rigorous federal procurement requirements; and

WHEREAS, an aluminum boat model 2684LC with center console is listed on the GSA catalogue associated with this contract and is a model that satisfies the town's requirements; and

WHEREAS, the Fort Myers Beach Town Council finds contracts awarded by the General Services Administration (GSA) Federal Acquisition Service to meet procurement standards equivalent to those of the Town of Fort Myers Beach; and

WHEREAS, pursuant to this finding, the Town has chosen to "piggyback" on the existing agreement between GSA Federal Acquisition Services and Scully's Aluminum Boats, Inc. ("Contractor"), whereby the Contractor has authorized the Town to "piggyback" on the competitive pricing provided to the federal government in Contract # GS-07F-0159W for the desired boat; and

WHEREAS, the Town collected a Code Enforcement Lien of $725,840.00 in November 2024, and it is available to fund this purchase.

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

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

Section 2. The Town Council hereby approves the purchase order with Contractor for one (1) aluminum boat model 2684LC with center console in the not-to-exceed amount of $120,778.00 and authorizes the Town Manager or his designee to execute any documentation related to the purchase order, which is attached hereto as "Attachment A." Also attached are Contract Award ("Attachment B") and Quote ("Attachment C").

Section 3. This resolution shall take effect immediately upon its adoption.

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

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

ADOPTED this 16th day of June, 2025, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers
Dan Allers (Jul 10, 2025 12:49 EDT)

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:

Nancy Stuparich
Nancy Stuparich (Jul 10, 2025 10:40 EDT)

Vose Law Firm., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this 11th day of July 2025.

Attachments:
(A) Purchase Order Documentation
(B) General Services Administration Multiple Award Schedule
(C) Scully's Aluminum Boats, Inc. Sales Order Quote

Operating Emergency

Town of Fort Myers Beach

Purchase Requisition

Requested By:	Patty Prevost
Department:	Maritime

PO No:	**PO FY25-2710**
Request Date:	5/22/2025

Vendor Name:	Scully's Aluminum Boats, Inc.
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
	Aluminum V- bottom Landing Craft			108,701.00
	Trailer			12,480.00
			Total:	121,181.00

Detailed Description:	

Account Coding:	10.33.543.62400

Payment Type: (circle one) (Invoice) Store Account Pcard Suntrust

Director's Signature: _____ Date: 5/22/2025

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

PO FY25-2710

Scully's Aluminum Boats, Inc.
1011 Stephensville Rd.
Morgan City, LA 70380

Sales Order

Customer No.: TOFMB
Order No.: 430

Bill To: **TOWN OF FORT MYRES BEACH**
2731 OAK STREET
FORT MYERS BEACH, FL 33931

Ship To: **TOWN OF FORT MYRES BEACH**
2731 OAK STREET
FORT MYERS BEACH, FL 33931

Date	Ship Via	F.O.B.	Terms
05/27/2025		Origin	

Purchase Order Number	Required Date	Sales Person	Our Order Number	Order Description
PO FY25-2710	05/27/2025		430	12616 DEPOSIT

Quantity Required	Shipped	B.O.	Item Number	Description	Unit Price	Amount
1				DEPOSIT SCULLY'S HULL 12616 SCULLY'S MODEL 2684LC QUOTE 5252 OUT OF STATE SALE NO TAXES COLLECTED LA RS47:305.10(B)(4) GSA Contract: GS07F0159W	60590.50	60590.50

Order subtotal	60590.50
Order total	60590.50

Resolution 25-91
Approved by TC
6/16.

Waiting on
Signed Resolution

(Yozzo, Thomas)

API 1981
$18,[illegible]

PLEASE PAY DIRECTLY FROM THIS SALES ORDER
Purchaser or his AGENT acknowledge receipt of the items covered by this sales order. ANY SIGNATURE WILL BE RECOGNIZED AS AN AGENT OF PURCHASER. Purchaser agrees to pay interest at a rate of 18% per annum on all accounts thirty (30) days from date hereof and agrees to pay reasonable cost and all other expenses incurred including attorney's fees on the aggregate balance then due and owing, on principal & interest. I have read the reverse side of this invoice for Maintenance, Warranty, and Agreements.

Accepted by _____ 6-11-2025
DATE

THANK YOU

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Authorized Federal Supply Schedule FSS Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*®, a menu-driven database system. The INTERNET address GSA *Advantage!*® is: GSAAdvantage.gov.

Multiple Award Schedule

FSC Group: 19

Contract number: GS-07F-0159W

Contract period: December 21, 2024 - December 21, 2029

Contractor:
Scully's Aluminum Boats, Inc.
1015 Stephensville Rd.,
Morgan City, LA 70380
(985) 385-1323
(985) 384-5146

shane@scullyfab.com

Contract administration source.
Shane M. Scully
Address: Same as above
Phone/Fax Number: Same as above
E-mail: Same as above

Business size: Small

For more information on ordering, go to the following website: https://www.gsa.gov/schedules

Price list current as of Modification #PS-0026 effective 05/31/2024
*This is the MOST RECENTLY awarded Contractor Initiated Modification and does NOT include any Mass Modifications

Prices Shown Herein are Net (discount deducted)

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs	SIN Title
336612	Marine Craft
OLM	Order-Level Materials

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

SINs	Model	Price
336612	3612BV	See Price List

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item. N/A

2. Maximum order: $250,000.00 PER SIN

3. Minimum order: $100.00

4. Geographic coverage (delivery area). Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS or consolidation point for orders received from overseas activities.

5. Point(s) of production (city, county, and State or foreign country). Morgan City, LA 70380

6. Discount from list prices or statement of net price.

SIN 336612 - 1% from the accepted pricelist. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded into GSA Advantage), the

contractor should deduct the appropriate basic discount from the list price and use the following calculation to include the IFF (currently .75%):
Negotiated price divided by (1 Minus .0075) which equates to Negotiated price divided by 0.9925

Example: ($100,000 / 0.9925) = $100,755.67

7. Quantity discounts. SIN 336612- Additional 1% - 5+

8. Prompt payment terms. Net 30 days. Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. Shipped 150 days after receipt of order.

10b. Expedited Delivery. On a case by case basis.

10c. Overnight and 2-day delivery. N/A

10d. Urgent Requirements. N/A

11. F.O.B. point(s). Origin-Prepay and Add

12a. Ordering address(es). Same as Contractor Address

12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es). Same as Contractor Address

14. Warranty provision. Standard Commercial Warranty Terms & Conditions. Customer should contact contractor for a copy of the warranty.

15. Export packing charges, if applicable. Not Applicable

16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable

17. Terms and conditions of installation (if applicable). Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable

18b. Terms and conditions for any other services (if applicable). Not Applicable

19. List of service and distribution points (if applicable). Not Applicable

20. List of participating dealers (if applicable). Not Applicable

21. Preventive maintenance (if applicable). Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services and show where full details can be found (e.g. contractor's website or other location.) ICT accessibility standards can be found at: https://www.Section508.gov/.
Not Applicable

23. Unique Entity Identifier (UEI) number. FM4LL3MBZFY6

24. Notification regarding registration in System for Award Management (SAM) database.

Quote: 5252
2684LC2

SCULLY'S ALUMINUM BOATS, INC.

1015 Stephensville Road
Morgan City, LA 70380
Phone: 985-385-1323 Fax: 985-384-5146
Website: http://www.scullyboats.com
Email: info@scullyboats.com

Wednesday, May 21, 2025

Town of Fort Myers Beach
2731 Oak Street

Fort Myers Beach, FL 33931

Attn: Curtis Ludwig

Picture may vary from items quoted below.

Customer Contact Info:
Phone: (239) 765-0202
Fax:
Cell: (239) 413-9626
Email: bsidorski@fmbgov.com

Subject: 2684LC Center Console

Dear Sir, Ma'am

Scully's proposes to furnish labor and materials to construct one Aluminum Work Boat as per the following:

1.	Hull & Deck		
1.1.	Model	2684LC2	$27,948.00
1.2.	Hull Type	Aluminum V-Bottom Landing Craft	
1.3.	Length	26' 6" (approx. 28' 9" LOA with motor bracket)	
1.4.	Beam	8' 6"	
1.5.	Deadrise	5°	
1.6.	Bottom	1/4" aluminum 5086 alloy, 7' wide.	
1.7.	Side	3/16" aluminum 5086 alloy, 36" height.	
1.8.	Longitudinal Frames	4" flat bar keel 3" t-bar hull bottom frames Two vertical girders from bottom to deck 2" square tubing deck supports Four lifting strakes welded solid	
1.9.	Transverse Frames	Flange plate frames spaced 36" centers	
1.10.	Transom	1/4" aluminum 5086 alloy, with reinforcements	
1.11.	Bulkhead	One watertight bulkhead that creates two water tight compartments.	
1.12.	Gunnel	3/16" aluminum tread plate, 6" wide.	
1.13.	Rubber Rubrail	3" D rubber bumper perimeter with aluminum coned ends.	$3,000.00
1.14.	Double Bottom	3/16" aluminum tread plate, self bailing, tested at 2 psi.	$6,933.00

1.15.	Ramp/Door	68" clear opening bow ramp door, double plated with port and starboard bow lockers framing the door opening, gaskets, stainless toggle clamp to secure door closed. A 3,000 lb capacity 12V DC brake winch and synthetic rope with pulleys on each side providing equal tension, with a switch installed at the bow.	$7,919.00
2.	Floor Plan		
2.1.	Center Console	36" wide constructed of 3/16" aluminum, with removable face plate, and an aluminum tread plate cover above deck for rigging.	$1,403.00
2.2.	Windshield	36" wide constructed of 3/16" aluminum with 1/4" safety glass.	$1,047.00
2.3.	T-Top	83" long x 48" wide, 1/8" aluminum hard-top.	$3,420.00
2.4.	Instrument Box	36" wide instrument box at top of windshield under T-top.	$417.00
2.5.	Leaning Post	36" wide aluminum leaning post with bottom cushion and dry storage.	$1,912.00
3.	Hatches, Storage		
3.1.	Hatch Bolted Inspection	Two machined bolted hatches, 6-1/2" opening, to access the hull compartment.	$589.00
4.	Propulsion, Performance		
4.1.	Motor Bracket Single	Single outboard bracket, extends out 30" fitted for a 25" shaft outboard, with a tread plate platform across transom, and an aluminum bolted inspection hatch.	$2,459.00
4.2.	Motor Guard	2" sch 80 pipe with a 10" wide tread plate perimeter, and removable rear section.	$1,758.00
4.3.	Outboard	Single Suzuki 150 HP, 4 stroke outboard, 25" shaft, mechanical controls, cables, Suzuki multi-functional LCD tachometer, and three blade stainless propeller.	$15,566.00
4.4.	Steering	Seastar hydraulic steering for a single outboard, with a HH5271 helm, HC5345 cylinder, and stainless steering wheel.	$1,582.00
4.5.	Trim Tabs	Lectro Marine aluminum trim tabs, 12V actuators, with rocker switch.	$1,648.00
5.	Fuel System		
5.1.	Note:	FUEL TANK MEETS OR EXCEED REQUIREMENTS OF EPA, USCG REGULATIONS AND ABYC STANDARDS	
5.2.	Gas Fuel Tank	50 gallon aluminum fuel tank mounted thru console, vent and fill at side of console.	$2,245.00
5.3.	Gas Fuel System	One fuel valve One water separator One Teleflex fuel gauge One Wema fuel sending unit Shields 3/8" fuel hose (EPA ethonal approved)	$623.00

6. Mooring, Towing, Lifting			
6.1.	Cleats	Four 14" wide x 1-1/2" round rod cleat for mooring, with an 1-1/4" x 6" flat bar thru gunnel and welded to side of hull for lifting.	$849.00
6.2.	Push Knees	4" solid rubber bumper push knees.	$1,811.00
6.3.	Davit	One Aluminum pipe davit, 450 lb capacity, with 12V winch, stainless wire rope and hook, with two socket capable of moving davit to port or stbd side.	$4,081.00
7. 12V DC Distribution			
7.1.	Battery	Two 12V marine battery 1,000 ca (840 cca), with an ABS box.	$467.00
7.2.	Battery Switch	One Perko 8501, battery switch (1, 2, All, Off selections)	$338.00
7.3.	Switch Panel	One Bluesea 4308, 8 switch fused switch panel Bluesea 5026, 12 circuit fuse panel with negative buss Main fuse at battery	$528.00
7.4.	12V Receptacle	One SeaDog 426115, 12V receptacle installed on console	$100.00
7.5.	Battery Meter	One SeaDog 426517, in dash DC voltmeter with USB.	$113.00
8. Lights			
8.1.	Navigation Lights	LED side mount running lights LED 36" all around stern light	$600.00
8.2.	Flood Lights	Four Optronic UCL20CB, 12V LED Spot/Flood light bar 22", 4521 lumens.	$861.00
8.3.	Light Bar	Aviator Linear LED light bar, Amber colored linear LEDs, 12V DC, 15 Selectable Flash Patterns, aluminum housing, Fully Weatherproof, 24" wide, 12" long.	$1,420.00
9. Navigation Equipment			
9.1.	GPS	One Garmin 74SV UHD2, 7" screen, GPS chartplotter/sonar, preloaded Garmin Navionics+ U.S. Coastal & Great Lakes Mapping, with 24XD external heading sensor antenna and NMEA 2000.	$1,569.00
9.2.	VHF Radio	One Uniden VHF Radio, with 8' antenna and ratchet mount.	$663.00
10. Cathodic Protection			
10.1.	Anodes	Three 5 Lb zinc anode for use in brackish to saltwater.	$354.00
11. Water, Pumps, Sanitation			
11.1.	Wash Down	One Jabsco HotShot HD6, 6.0 GPM self-priming wash down pump, hose, and nozzle.	$1,231.00
11.2.	Water Tank	One 45 gallon Moeller (41245) fresh water plastic tank at transom.	$1,260.00

12. Coatings, Flooring

12.1. Paint Waterline	Blast and paint waterline down 10 mils of epoxy primer and 5 mils of anti-fouling paint color black.	$4,368.00

13. Safety Equipment

13.1. Side Door	One side door on port side, 24" clear opening, hinges into water with steps and telescopic ladder.	$2,980.00
13.2. Ladder	One Marine 4 step telescoping lader, 316 stainless, fold out and over, with Non skid plastic tread, length 45" long, 12" wide mounted on front gate	$516.00
13.3. Windshield Wiper	One SeaDog 412228W, 12V heavy duty windshield wiper, self parking.	$450.00
13.4. Horn	One SeaDog 431510, 12V single trumpet horn, stainless.	$337.00
13.5. Bilge Pump	Two Rule RM2000, 12V automatic bilge pump, under selfbailing deck, with bolted hatch plate to access pump, with stainless thru hull.	$2,807.00
13.6. Fire Extinguisher	Two 10B:C USCG approved with bracket.	$199.00

14. Documentation

14.1. Notary	Documents	$330.00

HULL SUBTOTAL: $108,701.00

Plus 0% Sales Tax: $0.00

TOTAL HULL: $108,701.00

15. Trailer

* NOTE: No Tax is collected on Trailer. Tax is to be paid at your local Department of Motor Vehicles.

15.1. Trailer	Magic Tilt: TCA2886-10000 Aluminum frame Tandem Axle, 16" Tires 10,000 Lb Net Capacity Vertical guide post, Buddy Bearings, Jack Winch post with steps Surge disc brakes on all axles Spare tire & mounting bracket	$12,480.00

TOTAL PACKAGE: $121,181.00

NOTE: Scully's will not be held responsible for delays in the event of unforeseen circumstances due to the pandemic of Covid-19, or backorder parts.

NOTE: ALL BOLTS, SREWS, CLAMPS, ETC., IS STAINLESS STEEL. ALL WIRING TO BE DOUBLE INSULATED MULT-STRAND COPPER WIRING AND ALL ELECTRICAL WIRE PENETRATIONS THRU BULHEADS HAVE RUBBER GROMMETS TO PREVENT STRAY CURRENT CORROSION, AND ELECTRICAL SHORT CIRCUITS, IN ACCORDANCE WITH ABYC AND USCG 46 CRF

NOTE: All parts as mentioned in specification to be installed may be substituted for parts of equal value.

ANODES: Magnesium anodes are for use in freshwater only, and zinc anodes are for use in brackish to saltwater. Purchaser must notify Scully's in writing if the proposed boat is intended to be use in a water type other than the proposed anodes are intended for.

HULL WARRANTY: Twenty Four (24) month limited hull warranty against any manufacture or workmanship defects.

ACCESSORY WARRANTY: All vendor furnish parts are warrant by those manufactures time, ways and means of repair.

TRAILER WARRANTY: Magic Tilt trailers has a twenty four (24) month warranty.

* This Hull is built for Commercial Use Only and meets all requirements dated by the USCG safety standards at the time of construction.

Stability analysis is offered for an additional cost, and can be performed to assure the required loading conditions to comply with USCG standards 46 CFR 170.173. If the stability analysis is not performed, it is the discretion of the Captain to assess the loading condition to determine safe stability of the vessel.

TERMS AND CONDITIONS

1. This quote is valid for 2 week, and is subject to escalating cost of material and labor.
2. Additional charges for fuel and notary due on delivery.
3. Deposits are non-refundable.
4. Final payment is due upon delivery.
5. To begin construction, a 'purchase agreement' is required which will consist of the following receipts to SCULLY'S:
   - 5.1 Acceptance of Scully's proposed specification.
   - 5.2 Acceptance of Scully's contract.
   - 5.3 Acceptance of Scully's anode declaration.
   - 5.4 Deposit of 40% of the total project cost.
6. Time frame of construction starts upon the receipt of the purchase agreement.
7. Acceptance of vessel to be completed at Scully's 1015 Stephensville Rd. Morgan City, LA 70380
8. Delivery of vessel can not take place after 3:00 pm

Customer's Acceptance: _____ Date: _____

If I can be of further assistance, please call.
Best Regards,
Shane Scully

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-122**

1. **Request**:

Meeting Date: November 17, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING DURING THE AMERICAN SAND SCULPTING CHAMPIONSHIPS FROM 10:00 AM THURSDAY, NOVEMBER 20, 2025 TO 5 PM MONDAY, NOVEMBER 24, 2025: 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) DIRECTING NON-ENFORCEMENT OF THE NOISE ORDINANCE; 4) WAIVING PARKING FEES AT PALM AVENUE BEACH ACCESS PARKING LOT FOR A STAGING AREA (APPROXIMATELY 15 SPACES) PENDING ALL REQUIRED SAFETY APPROVALS; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Ordinance 16-03 Sec 22-(G)

What the action accomplishes:

If approved, waives the fees, open container, and noise ordinance regulations requested by the event applicant.

2. **Agenda**:

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose**:

Other

4. **Submitter of Information**:

Tracie Raski, Magistrate Coordinator, Thomas Yozzo, Emergency Services Director

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5. **Background**:

From the special event permit application:

A partnership between the Ft. Myers Beach Chamber of Commerce, the Diamond Head Beach Resort and The Sand Lovers, LLC are producing the 35th annual American Sand Sculpting Championship. This is a tremendous opportunity for the Town of Ft Myers Beach to once again host a major national competition that has over three decades of history steeped in tradition. This event draws top Master and Advanced Amateur Sculptors from around the World to compete at the highest level.

The event is scheduled to open to the public on Thursday, November 20th at 10am through Monday, November 24th at 5pm. The main event location for this 5-day event will take place mid island, on the sandy beach behind the DiamondHead Beach Resort at 2000 Estero Blvd. This will be a fun filled event, that will include World Master Sand Sculptors, Advanced Amateur Sand Sculptors, opportunity for Amateur sculptors to learn the craft, live music, and various arts and crafts vendors and a kids play area. We are also planning to have Sandsculpting demonstrations, sculpting lessons, quick sand showcases and other educational presentations.

The competition will run throughout the weekend as master works of sand art are crafted from piles of plain sand. Attendees will be able to get in on the fun by stopping by participating in "People's Choice'' voting on Saturday and Sunday and submitting their vote for People's Choice. The amateur competition wiil be held on Saturday morning and the final competition awards will be judged and given out on Sunday, November 24'" at approximately 4pm. Monday will be an open day for visitors to mingle with artists and vendors. all sculptures completed.
Set up for the event will begin with the fence delivery to the DiamondHead location on or about November 14".

We will be partnering with various local charities including the Friends of Lover's Key, Keep Lee County Beautiful, Captains for Clean Water, Restore the Arches, and others.

Most of the parking will be located on Estero Island in numerous public and private parking lots. There are approximately 900 parking spots in the downtown Ft. Myers Beach area, all within easy walking distance and access to the Lee Tran Trams and trolleys. Additional spaces and lots may be available through the Town's special event parking permit process (see attached). Many participating Stay and Pay partners will be providing their guests with shuttle service to and from the event. Many of the private lots will also be providing their guests with shuttle service to and from the Diamondhead event location. Lee Tran will be operating both the Lee Tran Trolley and the Lee Tram (hop on, hop off free tram service). Several commercial golf cart transportation companies will be available to shuttle event goers. The lmmokalee Seminole Casino is providing a free party bus shuttle to and from parking areas to the event. Parking will also be located off island on San Carlos Island at the Salty Sams marina with boat shuttle service being provided by boat across the bay.

We will be requesting approval of open containers of alcohol in public areas, as provided in Ordinance 16-03 Sec 22-(6)d and understand that we may need to go before Town Council for approval. We are requesting to have the standard vehicle permit fee for the vehicles on the sand to be waived as it has for all past American Sand Sculpting Championships.

Organizer: FMB Chamber of Commerce, Diamond Head Beach Resort, The Sand Lovers, LLC

Attachments:
1. 25-327, Special Event 35th Annual Sandsculpting Event Final
2. 35th Annual Sandsculpting Special Event Application
3. Application (continued)
4. Application (continued)
5. COI

Financial Impact:
Request to have the standard vehicle permit fee for the vehicles on the sand to be waived as it has for all past American Sand Sculpting Championships, to have the parking fees for the usage of the Palm Avenue Beach Access Parking Staging Area waived.

6. **Alternative Action**
Deny some or all of the requests from the applicant.

7. **Management Recommendations:**

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 11/10/2025
nancy stuparich, Town Attorney	Approved - 11/10/2025
Amy Baker, Town Clerk	Approved - 11/10/2025
William McKannay, Town Manager	Final Approval - 11/10/2025

RESOLUTION NO. 25-327

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING DURING THE AMERICAN SAND SCULPTING CHAMPIONSHIPS FROM 10:00 AM THURSDAY, NOVEMBER 20, 2025 TO 5 PM MONDAY, NOVEMBER 24, 2025: 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) DIRECTING NON-ENFORCEMENT OF THE NOISE ORDINANCE; 4) WAIVING PARKING FEES AT PALM AVENUE BEACH ACCESS PARKING LOT FOR A STAGING AREA (APPROXIMATELY 15 SPACES) PENDING ALL REQUIRED SAFETY APPROVALS; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town received a special event application from a partnership of the Fort Myers Beach Chamber of Commerce, the DiamondHead Beach Resort and The Sand Lovers, LLC ("Applicant") for producing the 35th Annual American Sand Sculpting Championship from 10:00 AM Thursday, November 20, 2025 to 5:00 PM Monday, November 24, 2025; and

WHEREAS, Chapter 22 entitled "Special Events" of the Town of Fort Myers Beach Code of Ordinances requires certain types of special events and waivers of open container, fees, and enforcement of the Town's noise ordinance to be approved by the Fort Myers Beach Town Council prior to the event; and

WHEREAS, the Applicant has requested within their special event application the following requests:

1. Open containers of alcohol in public areas as provide in Ordinance 16-03 Section 22-(G)
2. Waiving the standard vehicle permit fee for vehicles on the sand
3. Directing non-enforcement of the noise ordinance
4. Waiving parking fees at Palm Avenue Beach Access for a staging area (approximately 15 spaces); and

WHEREAS, adoption of this Resolution is in the best interest of the Town of Fort Myers Beach.

DRAFT

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

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

Section 2. The Town Council of the Town of Fort Myers Beach hereby approves the requests included within the special event application submitted to the Town by the Applicant. A copy of the Special Event Application is attached to this Resolution as Exhibit 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	___
Rebecca Link, Council Member	___
Scott Safford, Council Member	___

ADOPTED this 17th day of November 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, Town Attorneys

This Resolution was filed in the Office of the Town Clerk on the ___ day of _____ 2025.

DRAFT

Town of Fort Myers Beach
Special Event Application Checklist

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

☐ A **completed** application is to be turned in 45 days **prior** to the event or a $5.00 per day cost will be added to the permit cost. You need to submit application to FMB Fire and LSCO.

☐ All necessary department approvals – an application is not considered completed until all approvals have been turned in to Town Hall.

☐ If Town Council action is required the **completed** application must be turned in 60 days prior to the event in order to get put on the Council agenda to be brought forth to Council, also any application turned in after the 60 days a 10% additional charge to the permit will be added.

☑ Detailed description of entire event including set up and breakdown

☑ Letters of permission if using someone else's property for event. EIBC.

☑ Site plan – marked off with placement of objects (chairs, tables, tents, etc.)

N/A Parking Plan – if applicable Parking available on commercial lots partnering w non-profits. Paid permitted commercial lots.

☑ Liability Insurance ($1 million each occurrence and $2 million general aggregate) naming the Town of Fort Myers Beach as certificate holder

☑ A copy of the 500 foot notification letter for any amplification along with the mailing list

You must initial & sign you have read and understand all requirements above.

Jacki Lisak

Town of Fort Myers Beach

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

Name of event 35th Annual American Sand Sculpting Championship
Attach separate sheet of paper with detailed description of event

Date(s) and times of event Nov. 20-24, 2025 10am-5pm

Address of event 2000 ESTERO BLVD. FMB 33931

Expected # of participants/attendees 15,000 over 5 days

Sponsoring Organization FMB Chamber, Diamond Head & The Sand Lovers

Organization address 100 Lovers Ln. #3e, FMB, FL 33931

Contact Person/Phone# Jacki Liszak 954.915.2233

E-mail jacki@fmbchamber.com

Amplified Music Y [X] N [ ] 500 Ft Notifications ✓ Copy of Letter ✓ on Diamond head premesis

Renting Town Property Y [ ] N [X] Renting Parking Spaces Y [ ] N [✓]

How many Spaces? N/A How many hours

Extension of Premises? Y [ ] N [X] ABT Form ✓ How many days? 3 (Over 3 days needs to go to Council)

Letters of Permission to use Property ATTACHED

Letters of Permission to use Parking N/A Parking Plan

Site Plan ✓ Insurance ✓ (Naming Town of FMB as Certificate Holder)

Requesting Water Y [ ] N [X] Electric Y [ ] N [X]

Requires Council Approval:
Waiver of open container Y [ ] N [✓] Waiver of Town parking fees Y [ ] N [✓]

Waiver of Noise Ordinance Y [ ] N [✓] Recurring Event Y [✓] N [ ]

Applicant Signature

Printed Name JACKI LISZAK

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

Fort Myers Beach Fire Control District

Life Safety Branch

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

Special Events Application and Guidebook

Event Type:

	Small Outdoor/Indoor Event	X	Large Outdoor/Indoor Event		Firework Display

Date of Application: 9.1.2025	Date of Event: NOV. 20-24, 2025
Location: 2000 ESTERO BLVD., FMB FL 33931	
Event Start Date/Time: 10AM	Event End Date/Time: 5PM DAILY

Setup Date: TENTATIVE 11/10/25	Setup Time: 8AM	Inspection Time: TBD.
Event Sponsor: FMB CHAMBER. THE SAND LOVERS. DIAMONDHEAD BEACH RESORT		
Sponsor Contact: JACKI LISZAK	Sponsor Phone #: 954.415.2233	Sponsor Email: jacki@fmbchamber.com

Anticipated Number of Attendees: 15,000	Anticipated Number of Event Workers: 25-30 depends on the day.
Will there be carnival or mechanical rides: NO	Number of Stages: 1
Total Number of Vendors: 50	Total Number of Hot Food Vendors: 6
Number of Tents larger than 20 x 20: 3 20x20 tents. 1, 60x80 tent	Number of 10 x 10 Tents: TBD. -VENDORS-

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

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

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

Applications shall include the following:

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

Jacki Liszak
Submitting Party Name (Print)

Submitting Party Name (Sign)

Date: 9.1.2025

FORT MYERS BEACH FIRE DEPT
100 Voorhis Street · Fort Myers Beach, Florida 33931 **Tel (239) 590-4210**

Fire Guards: (how many?) _____

Fee: _____

Flammable Vegetation: _____

First Aid Equipment: _____

Fire Extinguishing Equipment: _____

Special Arrangements: _____

_____

_____ _____ _____
Print Name **Approval Signature** **Date**

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

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

Parking: _____

Deputies (how many?) _____

Traffic Control: _____

_____

_____

Fees: _____

Special Arrangements: _____

_____

_____

_____ _____ _____
Print Name **Approval Signature** **Date**

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

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

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

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer **Tel (239)770-7502 Fax(850)412-0590**
Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

_____

_____

Check list: Application _____ **Site Plan** _____ **Description** _____

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

Turtle Time Inc.: Eve Haverfield **Tel (239)481-5566 eve@turtletime.org**

Turtle Season is May 1 through October 31

Turtle Time remarks: _____

_____

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

Applicant to Complete:

Company managing trash removal: Diamond Head Beach Resort

No. of dumpsters: 1 **Type of dumpsters:** on site

Who is responsible for clean-up and payment: Diamondhead

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

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

Approval: _____ **Date:** _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

Approval: _____ **Date:** _____

TENTS, CANOPIES and TEMPORARY MEMBRANE STRUCTURES

Tents and canopies used for occupancy and/or cooking operations are subject to a fire inspection.

Sources of Ignition: Smoking is prohibited in or around tents, canopies, and temporary membrane structures. "No Smoking" signs shall be clearly posted. Fireworks, open flames, and any other device that is capable of igniting combustible materials shall not be used in any area in or around tents, canopies, and temporary membrane structures as well as around any combustible material. **Propane heaters are not permitted inside any enclosed area.**

Applications for any tent, canopy, or temporary membrane structure shall include the following:

1. A site plan with the proposed location of the tent including measurements showing distances to surrounding buildings, and/or property lines. A minimum 20-foot separation and fire access is required.
2. Proposed floor plan of the tent, showing the location and number of exits, fire extinguishers, stages, seating arrangements, tables and, any other items.
3. Certificates of flame retardant shall be submitted with the application and should be the manufacturers' documentation attesting to the certification.
4. Any cooking and/or open flames.
5. Heaters and ventilation.
6. Items specific to the event should be included for review.

FMBFD MAY REQUEST APPLICANTS TO SUBMIT A LIFE SAFETY EVALUATION ALONG WITH A SPECIAL EVENT APPLICATION. Life Safety Evaluation:

1. Name of event, participants, and projected number of attendees.
2. Access and egress movement, including crowd density problems.
3. Medical emergency mitigation plan.
4. Fire hazards.
5. Permanent and temporary structural systems.
6. Severe weather mitigation plan.
7. Civil or other disturbances mitigation plan.
8. Mitigation plan for a hazardous material incident within or near the facility.
9. Relationships among facility management, event participants, emergency response agencies, and others that have a role in the events taking place in the facility.
10.

Please ensure that all items are addressed, any missing and/or incomplete evaluations will result in a delay and/or denial of the submitted application.

TENT INSPECTION CHECKLIST

✓	Fire extinguishers shall be provided by each vendor with a current state inspection tag from a licensed contractor. (Minimum size permitted is 2A:10BC). Operations conducting deep-frying shall have a K Class fire extinguisher with a current state inspection tag. CALOOSA TENT
N/A	Propane tanks shall be installed not less than 5 feet from tents, properly secured, and identified.
✓	"No Smoking" signs shall be clearly posted.
✓	Tents larger than 10x10 shall have the manufacturer's flame retardant tag affixed and visible. CALOOSA
N/A	Cooking under tents will be permitted **ONLY** when a manufacturer's flame retardant tag is affixed to the tent, the tent is not enclosed (on any side), and only persons preparing food are permitted under the tent. Any size tent that fails to have the affixed flame retardant tag may not be used to cook under.
✓	Heavy duty grounded type only extension cords may be used. Wiring shall not be frayed, damaged, or spliced.
✓	Temporary lights or lamps may be used, but must be UL Listed. Wiring shall not be frayed, damaged, or spliced.
✓	Exit signs and/or emergency lights (if required) must be clearly visible.
✓	Occupant load sign (if required) must be clearly visible.
✓	Tents shall not obstruct any fire department access.

Please be advised that FMBFD inspects tents for the safety of all parties involved. These are minimum safety requirements and all parties must be in compliance.

Town of Ft. Myers Beach Special Event Application

35th Annual American Sand Sculpting Championships
November 20-24, 2025

Describe Event, Times, dates, activities and general overview:

A partnership between the Ft. Myers Beach Chamber of Commerce, the DiamondHead Beach Resort and The Sand Lovers, LLC are producing the 35th annual American Sand Sculpting Championship. This is a tremendous opportunity for the Town of Ft Myers Beach to once again host a major national competition that has over three decades of history steeped in tradition. This event draws top Master and Advanced Amateur Sculptors from around the World to compete at the highest level.

The event is scheduled to open to the public on Thursday, November 20th at 10am through Monday, November 24th at 5pm. The main event location for this 5-day event will take place mid island, on the sandy beach behind the DiamondHead Beach Resort at 2000 Estero Blvd. This will be a fun filled event that will include World Master Sand Sculptors, Advanced Amateur Sand Sculptors, opportunity for Amateur sculptors to learn the craft, live music, and various arts and crafts vendors and a kids play area. We are also planning to have Sandsculpting demonstrations, sculpting lessons, quick sand showcases and other educational presentations

The competition will run throughout the weekend as master works of sand art are crafted from piles of plain sand. Attendees will be able to get in on the fun by stopping by participating in "People's Choice" voting on Saturday and Sunday and submitting their vote for People's Choice. The amateur competition will be held on Saturday morning and the final competition awards will be judged and given out on Sunday, November 24th at approximately 4pm. Monday will be an open day for visitors to mingle with artists and vendors. all sculptures completed.

Set up for the event will begin with the fence delivery to the DiamondHead location on or about November 14th.

We will be partnering with various local charities including the Friends of Lover's Key, Keep Lee County Beautiful, Captains for Clean Water, Restore the Arches, and others.

Most of the parking will be located on Estero Island in numerous public and private parking lots. There are approximately 900 parking spots in the downtown Ft. Myers Beach area, all within easy walking distance and access to the LeeTran Trams and trolleys. Additional spaces and lots may be available through the Town's special event parking permit process (see attached). Many participating Stay and Play partners will be providing their guests with shuttle service to and from the event. Many of the private lots will also be providing their guests with shuttle service to and from the Diamondhead event location. Lee Tran will be operating both the Lee Tran Trolley and the Lee Tram (hop on, hop off free tram service). Several commercial golf cart transportation companies will be available to shuttle event goers. The Immokalee Seminole Casino is providing a free party bus shuttle to and from parking areas to the event. Parking will also be located off island on San Carlos Island at the Salty Sams marina with boat shuttle service being provided by boat across the bay.

We will be requesting approval of open containers of alcohol in public areas, as provided in Ordinance 16-03 Sec 22-(6)d and understand that we may need to go before Town Council for approval. We are requesting to have the standard vehicle permit fee for the vehicles on the sand to be waived as it has for all past American Sand Sculpting Championships.

Organizer: FMB Chamber of Commerce, DiamondHead Beach Resort, The Sand Lovers, LLC

Contact person: Jacki Liszak
Contact Phone: 239-454-7500 Mobile: 954-415-2233
Contact email: jacki@fmbchamber.com

Tentative Schedule of Events

Thursday, November 20, 2024 -- Event open 10am to 5pm

- Sand Sculpting 9am – 5pm
- Background music 10am – 5pm
- Quick Sand 12:00pm and 2pm
- Demos/Lessons: 11am and 1pm

Friday, November 21, 2024 – Event open 10am to 5pm

- Sand Sculpting 9am – 5pm
- Background music 10am – 5pm
- Quick Sand 12:00pm and 2pm
- Demos/Lessons: 11am and 1pm

Saturday, November 23, 2024 -- Event open 10am to 5pm

- Sand Sculpting 9am – 5pm
- Background music 10am – 5pm
- Amateur contest – 10am to 2pm
- Quick Sand 12:00pm and 2pm
- Demos/Lessons: 11am and 1pm

Sunday, November 23, 2024 -- Event open 10am to 5pm

- Sand Sculpting 9am – 5pm
- Background music 10am – 5pm
- Quick Sand 12:00pm and 2pm
- Demos/Lessons: 11am and 1pm
- Awards Ceremony – 3:30pm

Monday, November 24, 2024 -- Event open 10am to 5pm

- Sand Sculpture viewing 9am – 5pm
- Background music 10am – 5pm
- Quick Sand 12:00pm and 2pm
- Demos/Lessons: 11am and 1pm
- Meet and Greet with Sculptors: 10am – 5pm

35th Annual American Sand Sculpting Championship
Life Safety Evaluation

Name of Event Participants and projected number of attendees

Event Producers / Management: Jacki Liszak, FMB Chamber of Commerce, Neil Hopgood, GM, Diamondhead Beach Resort, Bill & Marianne Knight, The Sand Lovers, LLC
There will be a staff of 10 reporting directly to the event producers/managers. In addition, the Diamondhead will be fully staffed with all departments being represented and employees of DHBR will report directly to their immediate supervisors at DHBR. All staff members are certified in Crowd Control, human trafficking and event protocols. All staff will be trained what to do and who to contact in the case of any type of emergency. DHBR will have trained security staff on site 24x7, and the event producers will have private security staff at Diamond Head. DiamondHead will have on site emergency first

responders including the FMB Fire District and the Lee County Sheriff's office (number and nature of assets will be determined by each department).

Set up and break down of event:
Event location at Diamondhead Beach Resort will begin setup on or about Monday, November 17th with event fencing being dropped off. Event equipment will be staged into place each day until opening day, Thursday, November 20th. Breakdown at the Diamondhead location will commence on Monday, November 24th at 5pm. Vendors will break down on Monday November 24th after 5pm. The Bayside Park Concert Series at Bayside Park will continue to operate, as scheduled, on November 23rd.

Projected number of attendees:
It is expected that the event will draw between 2,000 to 3, 000 attendees each day or up to 15,00 over the five-day period.

Access and Egress movement, including crowd density problems
Based on previous history of this event or similar sand sculpting events, there has never been more than 800 people inside the fenced in area at any one time. The event area has been expanded this year to include area behind the Estero Island Beach Club (which will be utilized as parking this year by the FMB Women's Club). The open-fenced area with one main entrance is approximately 20 feet wide and will be clearly marked. There will be three main exits, clearly marked with "EXIT" in red letters on a white background. There will be one staff exit at the north side of the venue into the parking area under Diamondhead. This exit will be clearly marked with EXIT in red letters on a white background (staff only). There will be an additional exit open to the underside of the DiamondHead Beach Resort building on the north side of the event which will lead into the Cabanas pool bar area. Gates consist of swing gates that can be opened quickly in case of emergency; swing gates are 6 feet wide each (two at each gate location for a total of 12" of emergency exit space). The exit widths are 12 feet.

Questions on public access:
Event staff and volunteers encountering the general public demanding access to the event site without paying are instructed to explain the event is fully permitted by the town, county and state, which provides us the ability to block off, secure and charge and admission fee. Event staff and volunteers are instructed to "NOT" be confrontational and immediately contact event management are available by cell phone or two-way radio.

Medical Emergency mitigation plan:
The FMB Fire District is scheduled to be on site during the peak hours of the event. DiamondHead Beach Resort will have in house security on site 24 hours a day for the duration of the event. Event staff is trained to immediately notify security staff or dial 911 in case of emergency. Access for emergency vehicles will be on the north side of the Diamondhead Beach Resort along the Palm Avenue access (Access #30). This area will remain open at all times. There will be an additional emergency access point at the northwest side of the event venue, on the sand, just off of Miramar Street. If necessary, there will be an additional access point (through the event staff gate) along the south side of the DiamondHead Beach Resort on the Gulf side of the parking lot. Access to the actual event site will require the use of a 4x4 vehicle as it is on sand.

Fire Hazards
All food concessions will be run by DiamondHead Beach Resort and must meet all applicable fire safety standards.

Permanent and Temporary Structures
There will be no permanent structures. There will be temporary tents placed at the event location. One main tent will be used for attendees seating or gatherings and will remain open, have fire extinguishers

and no smoking signs. Additional event tents may be placed to provide shade for event attendees (tbd). Vendors attending the event will be required to bring their own 10x10 tent with tie/weigh downs and fire extinguishers.

Mitigation plan for Severe Weather

Severe weather in Ft. Myers Beach includes tropical storms, hurricanes, and thunder storms. The event is being held during the tail end of hurricane season, lessening the threat of tropical weather/storms/hurricanes. Due to the nature of the event "sand sculpting" (an outdoor activity) the event management is continually monitoring weather conditions. In the event of approaching severe weather, the event producers/management will advise attendees they should seek shelter and /or close the event.

Mitigation plan for civil or other disturbances

The Following strategy is suggested to minimize the effects of American Sand Sculpting Championship during a civil disturbance; Contact and rely solely on the guidance of first responders, Fire and Police personnel. Direct communication with the Town of Ft. Myers Beach Town Manager and staff will be maintained at all times during the event. Lee County Sheriff and FMB Fire District representatives will be on site and available throughout the event. All local governmental channels will be monitored in the event of any emergency.

Relationship among facility management, event participants, emergency response agencies and others having a role in the events accommodated in the facility.

There is no facility management for this event. The event is being held outdoors, in an essentially open area. On-site during the event, there will be Diamondhead Beach Resort security staff, Private company security staff, FMB Fire District personnel, Lee County Sheriff's officers. Event staff, management and volunteers are instructed to immediately contact first responders in any emergency situation.

A site plan(s) is attached

Sand Harvest Plan – ASSC – Diamond Head Resort, 2025.

NOTE: This is on a beach and the timelines are not flexible.

The natural beach sand is some of the best in the world for sand sculpting. This plan will allow the use of beach sand for the sand sculpting competition and the imported sand as backfill.

November 17, 18 and 19. - Scrape and move sand into piles.
November 25 – Return beach to natural state.

Equipment Recommendation:
Tracked Skid Steer
2.5 Yard loader

Harvest Details:
Our goal is to not create holes or large trenches on the beach and allow for easy replacement of sand to put the beach back the way we found it.

We will need to harvest approximately 300 tons of sand from the beach and put it into piles. Specific location and amount of sand will be determined and directed by The Sand Lovers.

The sand will be accumulated on November 16 and 27 by mechanically grading the existing beach sand in the event site area. The sand harvest area is 400' x 60' x 4 inches deep. Sand will be harvested to a depth not to exceed four inches, per FDEP standards.

Along with harvesting sand. We will import 400 tons of sand. From an approved mine.

Note: None of the illustrations below are to scale, none of the piles of sand are in their specific locations, and are for reference only.

Step one: Harvest Sand from the harvest area – 300' x 60' x 4" deep and place into large piles. (Figure #1)

Step Two: Receive imported sand and place into staging piles. (Figure #2)

Step Three: Use Imported sand to backfill harvest area and create the start of the welcome sculpture. (Figure #3)

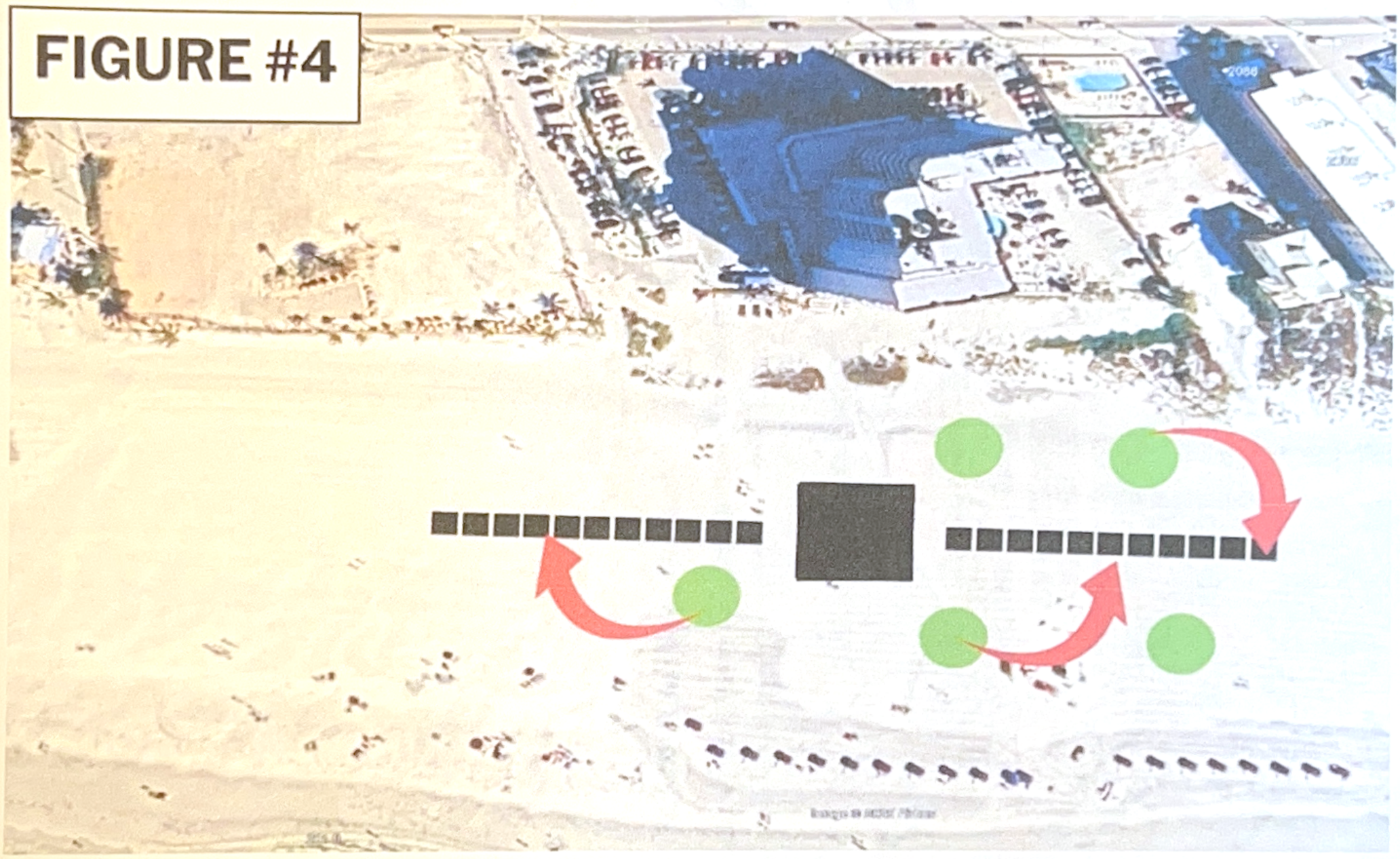
Step Four: Upon completion of the event sand will be placed approximately 200 feet behind the surf zone berm and evenly distributed and graded backwards from the shoreline towards the buildings.

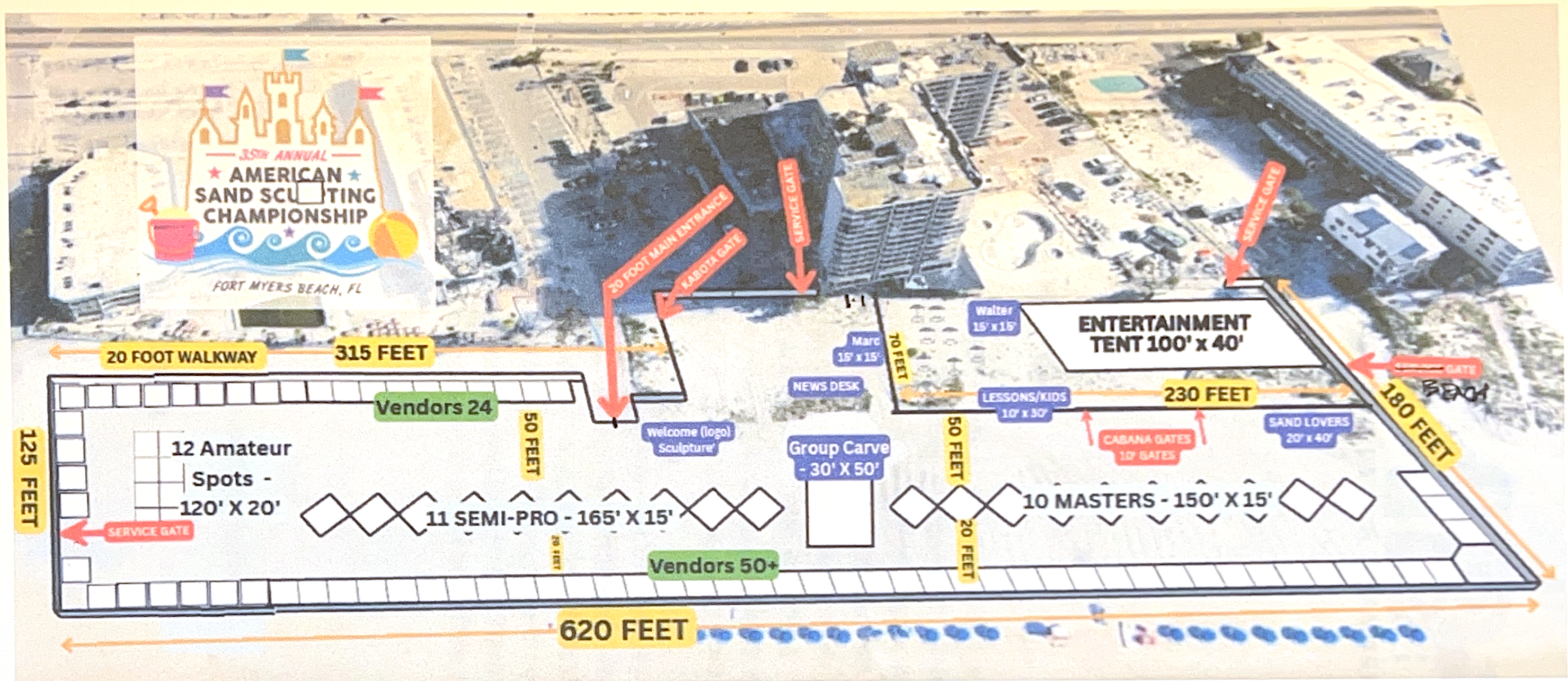
FIGURE #1

FIGURE #2

FIGURE #3

FIGURE #4




35TH ANNUAL
AMERICAN SAND SCULPTING CHAMPIONSHIP
FORT MYERS BEACH, FL
20 FOOT MAIN ENTRANCE
KABOTA GATE
SERVICE GATE
SERVICE GATE
20 FOOT WALKWAY
315 FEET
Vendors 24
50 FEET
125 FEET
12 Amateur Spots - 120' X 20'
SERVICE GATE
Welcome (logo) Sculpture
NEWS DESK
Marc 15' x 15'
70 FEET
Walter 15' x 15'
ENTERTAINMENT TENT 100' x 40'
LESSONS/KIDS 10' x 30'
230 FEET
CABANA GATES 10' GATES
SAND LOVERS 20' x 40'
180 FEET
Group Carve - 30' X 50'
50 FEET
11 SEMI-PRO - 165' X 15'
10 MASTERS - 150' X 15'
20 FEET
20 FEET
Vendors 50+
620 FEET

FORT MYERS BEACH CHAMBER OF COMMERCE

August 25, 2025

CASEY KATHLEEN M +
32917 PEACH TREE LN
LEWES, DE 19958

Dear CASEY KATHLEEN M +:

Pursuant to the requirements of the Town of Fort Myers Beach Ordinance #16-03, the Fort Myers Beach Chamber of Commerce would like to notify you that the Chamber has applied for a Town of Fort Myers Beach Special Event Permit for the 35th Annual American Sand Sculpting Championship to be held from Thursday, November 20st, 2024, until Monday, November 24th, 2024 at the DiamondHead Beach Resort, 2000 Estero Blvd, FMB, FL 33931. Vendors will be located on the DiamondHead Beach Resort property and live performances will be held on the temporary stage behind the resort building from 5pm until 9pm each day.

You are receiving this notice because the event application includes amplified sound from a stage located at DiamondHead Beach Resort, which are within a 500-foot radius of the edge your property. Please be advised that, as a residential property within this radius, should you have an objection to the amplified sound, you may submit a letter of objection to the Town Manager at Town Hall within ten business days, or no later than on or before close of business on September 10, 2025.

Sincerely,

Jacki Liszak, President
Fort Myers Beach Chamber of Commerce
100 Lovers Lane, #3E
Fort Myers Beach, FL 33931
(239) 454-7500

FMB
FORT MYERS BEACH CHAMBER OF COMMERCE

FMB Event Director <events@fmbchamber.com>

Sand Sculpting Inquiry

Jim Murley <jmurley@att.net> Wed, Mar 26, 2025 at 9:45 AM
To: "events@fmbchamber.com" <events@fmbchamber.com>
Cc: John Shaw <john@ralresorts.com>, EIBC <eibc@ralresorts.com>

As president of the EIBC board, I am pleased to inform you that our board has approved the use of the sand space behind the EIBC property as requested below. This approval is granted for the Sand Sculpting Festival being held on November 20-24, 2025.

Please address any questions or concerns directly with either John Shaw or Ramona Kaiser at the RAL offices. John will also be able to provide you with information requested for the insurance coverage documents.

Jim Murley
Estero Island Beach Club Board President

Contact: John Shaw
john@ralresorts.com

Ramona Keiser
EIBC@ralresorts.com

From: FMB Event Director <events@fmbchamber.com>
Sent: Monday, March 3, 2025 1:41 PM
To: EIBC <EIBC@ralresorts.com>
Subject: Thank you letter! and SS Inquiry

Hi John!

We just received the thank you letter we sent out in December (omg!) back to our office from the post office from Sand Sculpting. What is a good mailing address for you?!

I also had another question/ask for you. We got many comments from Sand Sculpting guests that they wanted it to be bigger! Us and our partners would love to be able to do that but Diamondhead just does not have anymore sand space behind them to be able to expand just in their area. We want to ask if you would be willing to entertain the idea of using the area behind EIBC as part of the event! We would love to offer you a sponsorship spot in exchange if you would like to do so!

Thanks for your consideration!
Dayla Rumpf
Events Director
FMB Chamber of Commerce
Island Life: It's our Business!
Office: (239) 454-7500 | Cell: (727) 743-4932

www.fortmyersbeach.org

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

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

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

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer Tel (239)770-7502 Fax(850)412-0590
Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

_____

_____

Check list: Application _____ **Site Plan** _____ **Description** _____

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

Nov 20-24

Turtle Time Inc.: Eve Haverfield Tel (239)481-5566 eve@turtletime.org

Turtle Season is May 1 through October 31

Turtle Time remarks: Outside of sea turtle nesting season. No balloon or sky lantern releases.

Turtle Time approval: Eve Haverfield **Date:** 10/08/25

FORT MYERS BEACH FIRE DEPT
100 Voorhis Street · Fort Myers Beach, Florida 33931 **Tel (239) 590-4210**

Fire Guards: (how many?) _____

Fee: _____

Flammable Vegetation: _____

First Aid Equipment: _____

Fire Extinguishing Equipment: _____

Special Arrangements: _____

_____

Print Name **Approval Signature** **Date**

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

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

Parking: Participants will be encouraged to use paid & public parking lots & to use shuttle/tram services being offered.

Deputies (how many?) 4 deputies will be required on Thursday, Friday & Monday and 1 supervisor with 5 deputies will be required on Saturday and Sunday while event is open to the public.

Traffic Control: Event coordinator will be responsible for securing & placing signage

Fees: Contact LCSO Details Unit for further information.

Special Arrangements: Security deputies will be onsite just before the event starts until just after the event is over and will remain onsite until all participants have cleared the area. Event coordinator will be responsible for securing & placing signage to advise particiants of parking and shuttle/tram services. All amplified sounds must adhere to the Town of Ft Myers Beach noise ordinance.

P Cummins — **Print Name**

Approval Signature

10 30 25 — **Date**

Town of Fort Myers Beach

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

Name of event 35th Annual American Sand Sculpting Championship
Attach separate sheet of paper with detailed description of event

Date(s) and times of event Nov. 20-24, 2025 10am-5pm

Address of event 2000 ESTERO BLVD. FMB 33931

Expected # of participants/attendees 15,000 over 5 days

Sponsoring Organization FMB Chamber, Diamond Head & The Sand Lovers

Organization address 100 Lovers Ln. #3e, FMB, FL 33931

Contact Person/Phone# Jacki Liszak 954.915.2233

E-mail jacki@fmbchamber.com

Amplified Music Y [X] N [ ] 500 Ft Notifications [✓] Copy of Letter [✓] on Diamond head Premesis

Renting Town Property Y [ ] N [X] Renting Parking Spaces Y [ ] N [X]

How many Spaces? N/A How many hours

Extension of Premises? Y [ ] N [X] ABT Form [✓] How many days? 3 (Over 3 days needs to go to Council)

Letters of Permission to use Property ATTACHED

Letters of Permission to use Parking N/A Parking Plan

Site Plan [✓] Insurance [✓] (Naming Town of FMB as Certificate Holder)

Requesting Water Y [ ] N [X] Electric Y [ ] N [X]

Requires Council Approval:
Waiver of open container Y [ ] N [✓] Waiver of Town parking fees Y [ ] N [✓]

Waiver of Noise Ordinance Y [ ] N [✓] Recurring Event Y [✓] N [ ]

Applicant Signature

Printed Name Jacki Liszak

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

Fort Myers Beach Fire Control District

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

Special Events Application and Guidebook

Event Type:

☐ Small Outdoor/Indoor Event	☒ Large Outdoor/Indoor Event	☐ Firework Display

Date of Application: 9.1.2025	Date of Event: NOV. 20-24, 2025
Location: 2000 ESTERO BLVD, FMB FL 33931	
Event Start Date/Time: 10 AM	Event End Date/Time: 5PM DAILY

Setup Date: TENTATIVE 11/10/25	Setup Time: 8AM	Inspection Time: TBD.

Event Sponsor: FMB CHAMBER. THE SAND LOUNGE. DIAMONDHEAD BEACH RESORT

Sponsor Contact: JACKI LISZAK	Sponsor Phone #: 954-415-2233	Sponsor Email: jacki@fmbchamber.com

Anticipated Number of Attendees: 15,000	Anticipated Number of Event Workers: depends on the day. 25-30
Will there be carnival or mechanical rides: NO	Number of Stages: 1
Total Number of Vendors: 50	Total Number of Hot Food Vendors: 6
Number of Tents larger than 20 x 20: 3 20x20 tents. 1, 60x80 tent	Number of 10 x 10 Tents: TBD. -VENDORS

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

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

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

Applications shall include the following:

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

JACKI LISZAK
Submitting Party Name (Print)

Submitting Party Name (Sign)

Date: 9.1.2025

Applicant to Complete:

Company managing trash removal: Diamond Head Beach Resort

No. of dumpsters: 1 Type of dumpsters: on site

Who is responsible for clean-up and payment: Diamondhead

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

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

Approval: _____ Date: _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

Approval: _____ Date: _____

Town of Ft. Myers Beach Special Event Application

35th Annual American Sand Sculpting Championships
November 20-24, 2025

Describe Event, Times, dates, activities and general overview:

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The competition will run throughout the weekend as master works of sand art are crafted from piles of plain sand. Attendees will be able to get in on the fun by stopping by participating in "People's Choice" voting on Saturday and Sunday and submitting their vote for People's Choice. The amateur competition will be held on Saturday morning and the final competition awards will be judged and given out on Sunday, November 24th at approximately 4pm. Monday will be an open day for visitors to mingle with artists and vendors. all sculptures completed.

Set up for the event will begin with the fence delivery to the DiamondHead location on or about November 14th.

We will be partnering with various local charities including the Friends of Lover's Key, Keep Lee County Beautiful, Captains for Clean Water, Restore the Arches, and others.

Most of the parking will be located on Estero Island in numerous public and private parking lots. There are approximately 900 parking spots in the downtown Ft. Myers Beach area, all within easy walking distance and access to the LeeTran Trams and trolleys. Additional spaces and lots may be available through the Town's special event parking permit process (see attached). Many participating Stay and Play partners will be providing their guests with shuttle service to and from the event. Many of the private lots will also be providing their guests with shuttle service to and from the Diamondhead event location. Lee Tran will be operating both the Lee Tran Trolley and the Lee Tram (hop on, hop off free tram service). Several commercial golf cart transportation companies will be available to shuttle event goers. The Immokalee Seminole Casino is providing a free party bus shuttle to and from parking areas to the event. Parking will also be located off island on San Carlos Island at the Salty Sams marina with boat shuttle service being provided by boat across the bay.

We will be requesting approval of open containers of alcohol in public areas, as provided in Ordinance 16-03 Sec 22-(6)d and understand that we may need to go before Town Council for approval. We are requesting to have the standard vehicle permit fee for the vehicles on the sand to be waived as it has for all past American Sand Sculpting Championships.

Organizer: FMB Chamber of Commerce, DiamondHead Beach Resort, The Sand Lovers, LLC

Contact person: Jacki Liszak
Contact Phone: 239-454-7500 Mobile: 954-415-2233
Contact email: jacki@fmbchamber.com

Tentative Schedule of Events

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- Background music 10am – 5pm
- Quick Sand 12:00pm and 2pm
- Demos/Lessons: 11am and 1pm

Friday, November 21, 2024 – Event open 10am to 5pm
- Sand Sculpting 9am – 5pm
- Background music 10am – 5pm
- Quick Sand 12:00pm and 2pm
- Demos/Lessons: 11am and 1pm

Saturday, November 23, 2024 -- Event open 10am to 5pm
- Sand Sculpting 9am – 5pm
- Background music 10am – 5pm
- Amateur contest – 10am to 2pm
- Quick Sand 12:00pm and 2pm
- Demos/Lessons: 11am and 1pm

Sunday, November 23, 2024 -- Event open 10am to 5pm
- Sand Sculpting 9am – 5pm
- Background music 10am – 5pm
- Quick Sand 12:00pm and 2pm
- Demos/Lessons: 11am and 1pm
- Awards Ceremony – 3:30pm

Monday, November 24, 2024 -- Event open 10am to 5pm
- Sand Sculpture viewing 9am – 5pm
- Background music 10am – 5pm
- Quick Sand 12:00pm and 2pm
- Demos/Lessons: 11am and 1pm
- Meet and Greet with Sculptors: 10am – 5pm

35th Annual American Sand Sculpting Championship
Life Safety Evaluation

Name of Event Participants and projected number of attendees

Event Producers / Management: Jacki Liszak, FMB Chamber of Commerce, Neil Hopgood, GM, Diamondhead Beach Resort, Bill & Marianne Knight, The Sand Lovers, LLC
There will be a staff of 10 reporting directly to the event producers/managers. In addition, the Diamondhead will be fully staffed with all departments being represented and employees of DHBR will report directly to their immediate supervisors at DHBR. All staff members are certified in Crowd Control, human trafficking and event protocols. All staff will be trained what to do and who to contact in the case of any type of emergency. DHBR will have trained security staff on site 24x7, and the event producers will have private security staff at Diamond Head. DiamondHead will have on site emergency first

responders including the FMB Fire District and the Lee County Sheriff's office (number and nature of assets will be determined by each department).

Set up and break down of event:
Event location at Diamondhead Beach Resort will begin setup on or about Monday, November 17th with event fencing being dropped off. Event equipment will be staged into place each day until opening day, Thursday, November 20th. Breakdown at the Diamondhead location will commence on Monday, November 24th at 5pm. Vendors will break down on Monday November 24th after 5pm. The Bayside Park Concert Series at Bayside Park will continue to operate, as scheduled, on November 23rdth.

Projected number of attendees:
It is expected that the event will draw between 2,000 to 3, 000 attendees each day or up to 15,00 over the five-day period.

Access and Egress movement, including crowd density problems
Based on previous history of this event or similar sand sculpting events, there has never been more than 800 people inside the fenced in area at any one time. The event area has been expanded this year to include area behind the Estero Island Beach Club (which will be utilized as parking this year by the FMB Women's Club). The open-fenced area with one main entrance is approximately 20 feet wide and will be clearly marked. There will be three main exits, clearly marked with "EXIT" in red letters on a white background. There will be one staff exit at the north side of the venue into the parking area under Diamondhead. This exit will be clearly marked with EXIT in red letters on a white background (staff only). There will be an additional exit open to the underside of the DiamondHead Beach Resort building on the north side of the event which will lead into the Cabanas pool bar area. Gates consist of swing gates that can be opened quickly in case of emergency; swing gates are 6 feet wide each (two at each gate location for a total of 12" of emergency exit space). The exit widths are 12 feet.

Questions on public access:
Event staff and volunteers encountering the general public demanding access to the event site without paying are instructed to explain the event is fully permitted by the town, county and state, which provides us the ability to block off, secure and charge and admission fee. Event staff and volunteers are instructed to "NOT" be confrontational and immediately contact event management are available by cell phone or two-way radio.

Medical Emergency mitigation plan:
The FMB Fire District is scheduled to be on site during the peak hours of the event. DiamondHead Beach Resort will have in house security on site 24 hours a day for the duration of the event. Event staff is trained to immediately notify security staff or dial 911 in case of emergency. Access for emergency vehicles will be on the north side of the Diamondhead Beach Resort along the Palm Avenue access (Access #30). This area will remain open at all times. There will be an additional emergency access point at the northwest side of the event venue, on the sand, just off of Miramar Street. If necessary, there will be an additional access point (through the event staff gate) along the south side of the DiamondHead Beach Resort on the Gulf side of the parking lot. Access to the actual event site will require the use of a 4x4 vehicle as it is on sand.

Fire Hazards
All food concessions will be run by DiamondHead Beach Resort and must meet all applicable fire safety standards.

Permanent and Temporary Structures
There will be no permanent structures. There will be temporary tents placed at the event location. One main tent will be used for attendees seating or gatherings and will remain open, have fire extinguishers

and no smoking signs. Additional event tents may be placed to provide shade for event attendees (tbd). Vendors attending the event will be required to bring their own 10x10 tent with tie/weigh downs and fire extinguishers.

Mitigation plan for Severe Weather

Severe weather in Ft. Myers Beach includes tropical storms, hurricanes, and thunder storms. The event is being held during the tail end of hurricane season, lessening the threat of tropical weather/storms/hurricanes. Due to the nature of the event "sand sculpting" (an outdoor activity) the event management is continually monitoring weather conditions. In the event of approaching severe weather, the event producers/management will advise attendees they should seek shelter and /or close the event.

Mitigation plan for civil or other disturbances

The Following strategy is suggested to minimize the effects of American Sand Sculpting Championship during a civil disturbance; Contact and rely solely on the guidance of first responders, Fire and Police personnel. Direct communication with the Town of Ft. Myers Beach Town Manager and staff will be maintained at all times during the event. Lee County Sheriff and FMB Fire District representatives will be on site and available throughout the event. All local governmental channels will be monitored in the event of any emergency.

Relationship among facility management, event participants, emergency response agencies and others having a role in the events accommodated in the facility.

There is no facility management for this event. The event is being held outdoors, in an essentially open area. On-site during the event, there will be Diamondhead Beach Resort security staff, Private company security staff, FMB Fire District personnel, Lee County Sheriff's officers. Event staff, management and volunteers are instructed to immediately contact first responders in any emergency situation.

A site plan(s) is attached

Sand Harvest Plan – ASSC – Diamond Head Resort, 2025.

NOTE: This is on a beach and the timelines are not flexible.

The natural beach sand is some of the best in the world for sand sculpting. This plan will allow the use of beach sand for the sand sculpting competition and the imported sand as backfill.

November 17, 18 and 19. - Scrape and move sand into piles.
November 25 – Return beach to natural state.

Equipment Recommendation:
Tracked Skid Steer
2.5 Yard loader

Harvest Details:
Our goal is to not create holes or large trenches on the beach and allow for easy replacement of sand to put the beach back the way we found it.

We will need to harvest approximately 300 tons of sand from the beach and put it into piles. Specific location and amount of sand will be determined and directed by The Sand Lovers.

The sand will be accumulated on November 16 and 27 by mechanically grading the existing beach sand in the event site area. The sand harvest area is 400' x 60' x 4 inches deep. Sand will be harvested to a depth not to exceed four inches, per FDEP standards.

Along with harvesting sand. We will import 400 tons of sand. From an approved mine.

Note: None of the illustrations below are to scale, none of the piles of sand are in their specific locations, and are for reference only.

Step one: Harvest Sand from the harvest area – 300' x 60' x 4" deep and place into large piles. (Figure #1)

Step Two: Receive imported sand and place into staging piles.
(Figure #2)

Step Three: Use Imported sand to backfill harvest area and create the start of the welcome sculpture. (Figure #3)

Step Four: Upon completion of the event sand will be placed approximately 200 feet behind the surf zone berm and evenly distributed and graded backwards from the shoreline towards the buildings.

FIGURE #1

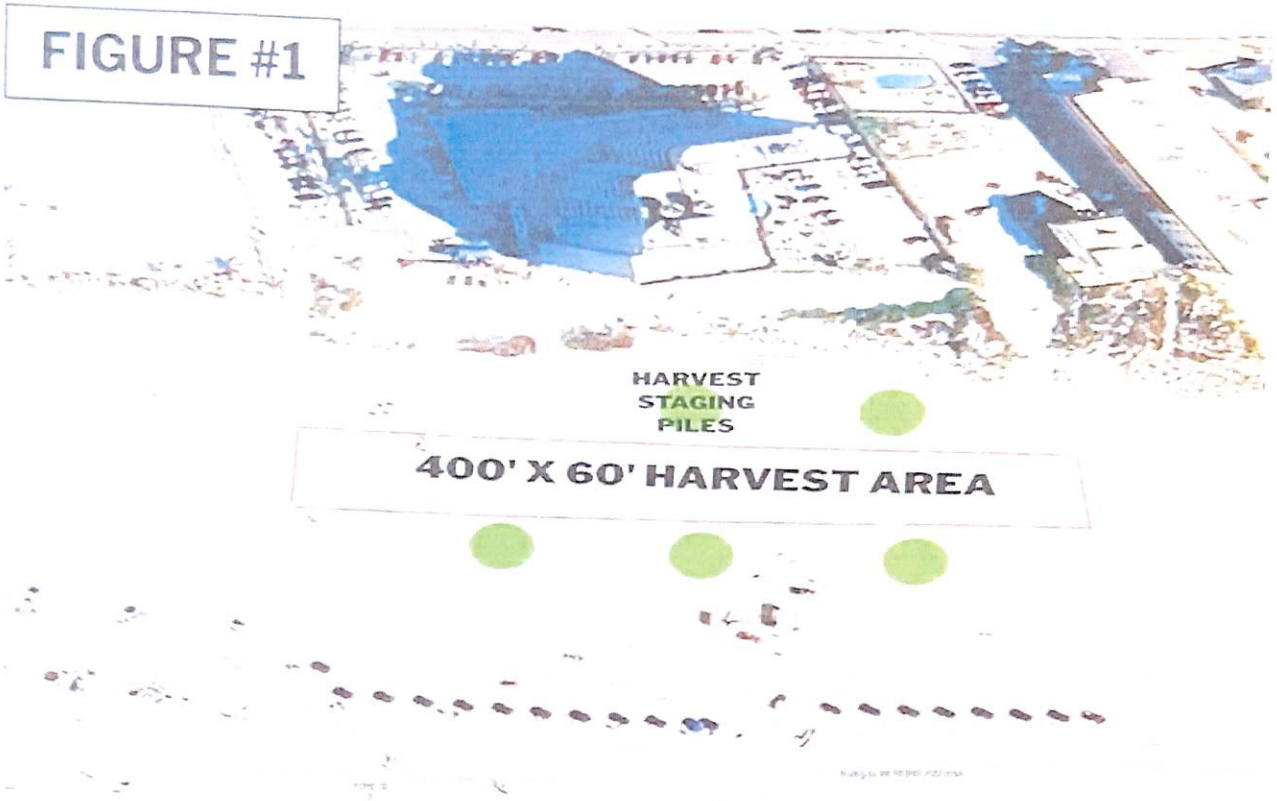


FIGURE #2

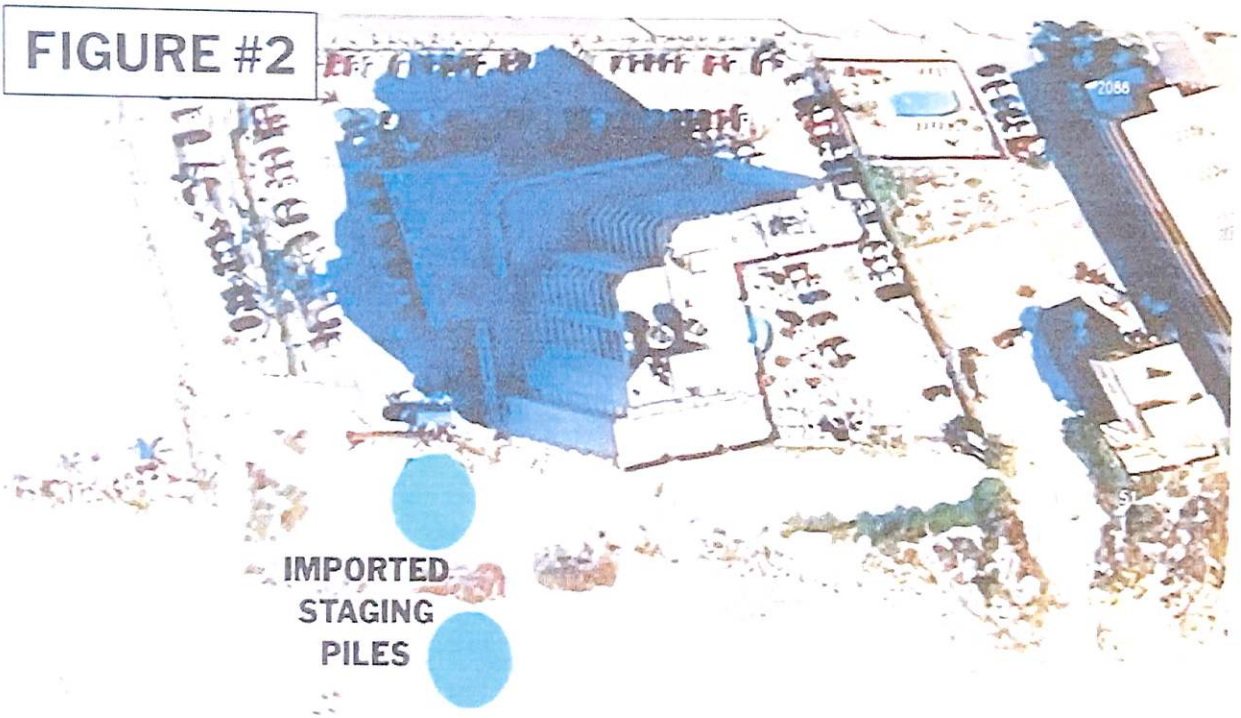


FIGURE #3

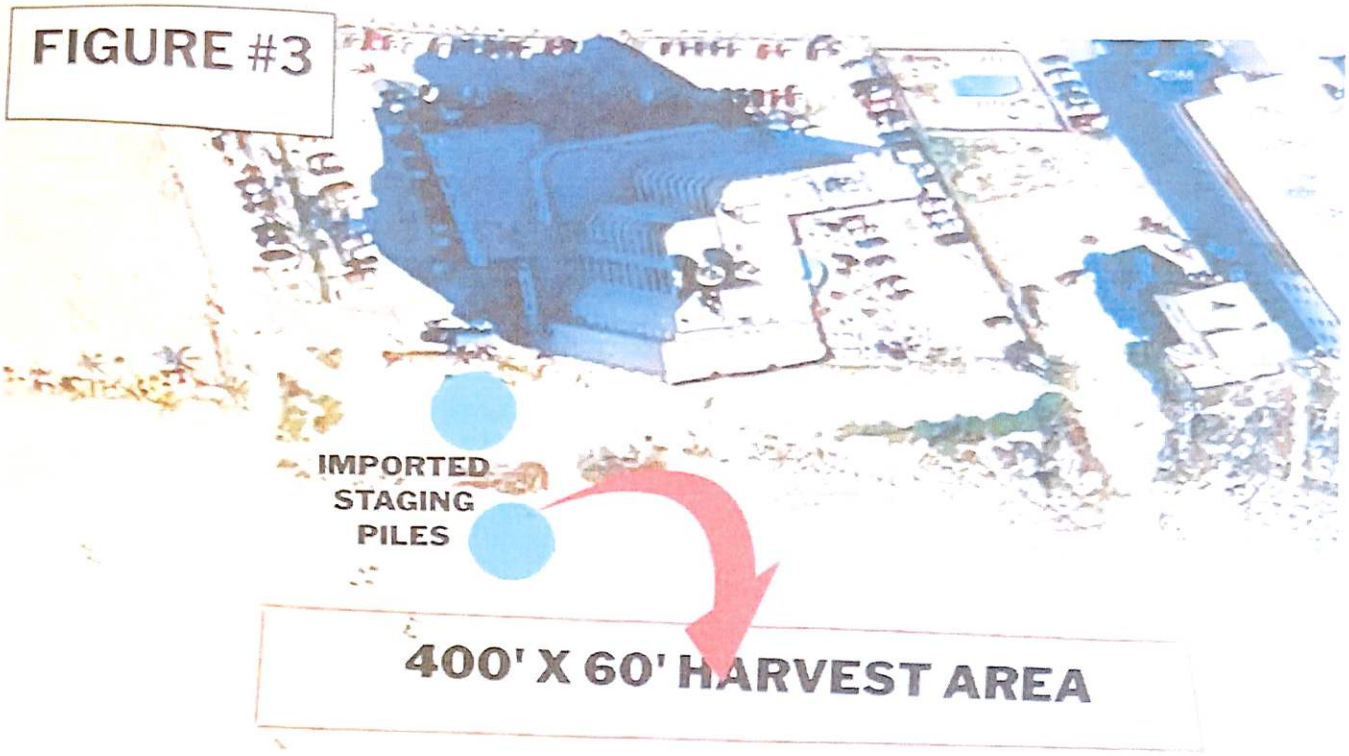
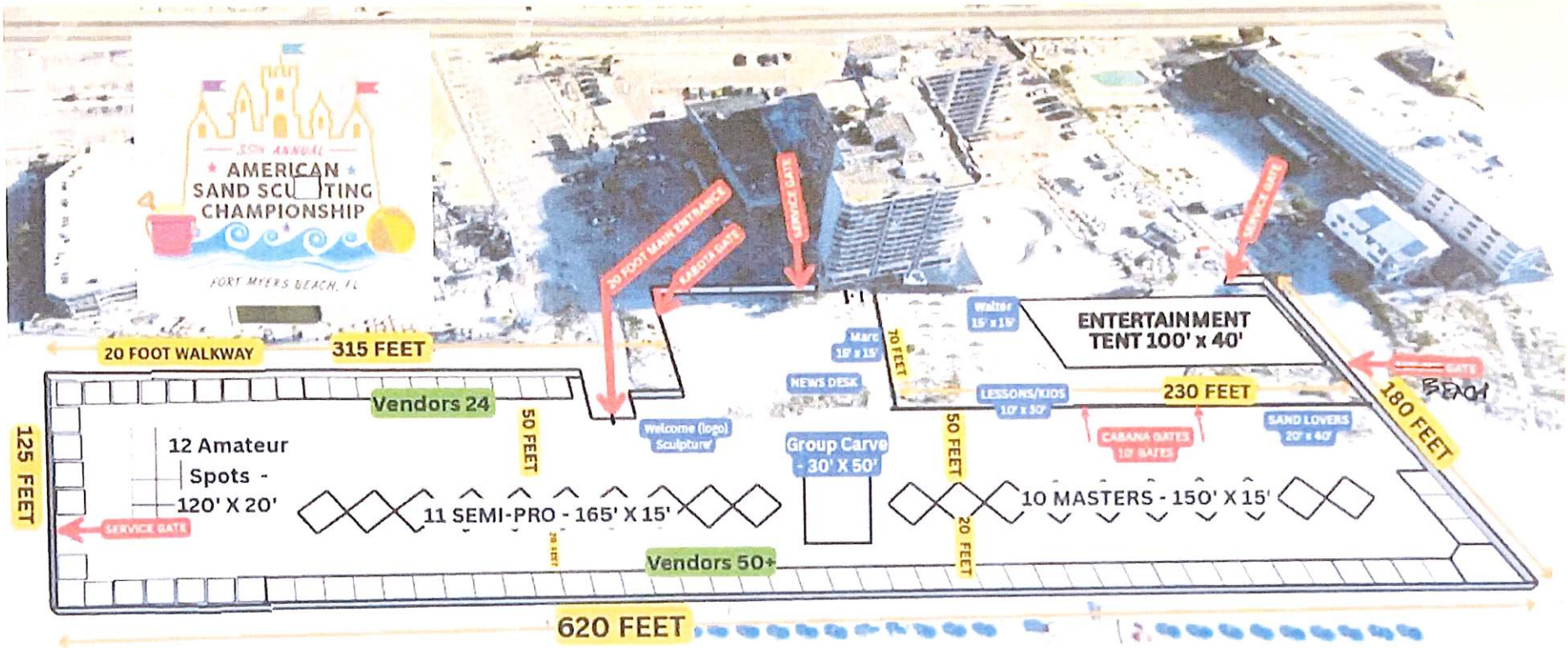


FIGURE #4


35th ANNUAL
AMERICAN SAND SCULPTING CHAMPIONSHIP
FORT MYERS BEACH, FL
20 FOOT WALKWAY
315 FEET
Vendors 24
125 FEET
12 Amateur Spots - 120' X 20'
SERVICE GATE
50 FEET
11 SEMI-PRO - 165' X 15'
Vendors 50+
620 FEET
Welcome (logo) Sculpture
Group Carve - 30' X 50'
50 FEET
10 MASTERS - 150' X 15'
20 FEET
NEWS DESK
Marc 15' x 15'
70 FEET
Waiter 15' x 15'
ENTERTAINMENT TENT 100' x 40'
LESSONS/KIDS 10' x 30'
230 FEET
CABANA GATES 10' GATES
SAND LOVERS 20' x 40'
180 FEET
BEACH

FORT MYERS BEACH CHAMBER OF COMMERCE

August 25, 2025

CASEY KATHLEEN M +
32917 PEACH TREE LN
LEWES, DE 19958

Dear CASEY KATHLEEN M +:

Pursuant to the requirements of the Town of Fort Myers Beach Ordinance #16-03, the Fort Myers Beach Chamber of Commerce would like to notify you that the Chamber has applied for a Town of Fort Myers Beach Special Event Permit for the 35th Annual American Sand Sculpting Championship to be held from Thursday, November 20st, 2024, until Monday, November 24th, 2024 at the DiamondHead Beach Resort, 2000 Estero Blvd, FMB, FL 33931. Vendors will be located on the DiamondHead Beach Resort property and live performances will be held on the temporary stage behind the resort building from 5pm until 9pm each day.

You are receiving this notice because the event application includes amplified sound from a stage located at DiamondHead Beach Resort, which are within a 500-foot radius of the edge your property. Please be advised that, as a residential property within this radius, should you have an objection to the amplified sound, you may submit a letter of objection to the Town Manager at Town Hall within ten business days, or no later than on or before close of business on September 10, 2025.

Sincerely,

Jacki Liszak, President
Fort Myers Beach Chamber of Commerce
100 Lovers Lane, #3E
Fort Myers Beach, FL 33931
(239) 454-7500

FMB Event Director <events@fmbchamber.com>

Sand Sculpting Inquiry

Jim Murley <jmurley@att.net> Wed, Mar 26, 2025 at 9:45 AM
To: "events@fmbchamber.com" <events@fmbchamber.com>
Cc: John Shaw <john@ralresorts.com>, EIBC <eibc@ralresorts.com>

As president of the EIBC board, I am pleased to inform you that our board has approved the use of the sand space behind the EIBC property as requested below. This approval is granted for the Sand Sculpting Festival being held on November 20-24, 2025.

Please address any questions or concerns directly with either John Shaw or Ramona Kaiser at the RAL offices. John will also be able to provide you with information requested for the insurance coverage documents.

Jim Murley
Estero Island Beach Club Board President

Contact: John Shaw
john@ralresorts.com
Ramona Kaiser
EIBC@ralresorts.com

From: FMB Event Director <events@fmbchamber.com>
Sent: Monday, March 3, 2025 1:41 PM
To: EIBC <EIBC@ralresorts.com>
Subject: Thank you letter! and SS Inquiry

Hi John!

We just received the thank you letter we sent out in December (omg!) back to our office from the post office from Sand Sculpting. What is a good mailing address for you?!

I also had another question/ask for you. We got many comments from Sand Sculpting guests that they wanted it to be bigger! Us and our partners would love to be able to do that but Diamondhead just does not have anymore sand space behind them to be able to expand just in their area. We want to ask if you would be willing to entertain the idea of using the area behind EIBC as part of the event! We would love to offer you a sponsorship spot in exchange if you would like to do so!

Thanks for your consideration!
Dayla Rumpf
Events Director
FMB Chamber of Commerce
Island Life: It's our Business!
Office: (239) 454-7500 | Cell: (727) 743-4932

www.fortmyersbeach.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/17/2025

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

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PRODUCER Heidrick & Company Insurance 1648 Periwinkle Way Sanibel FL 33957	CONTACT NAME: James Barreca PHONE (A/C, No, Ext): (239) 579-0660 FAX (A/C, No): (888) 767-1665 E-MAIL ADDRESS: james@sanibelinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Mount Vernon Fire Insurance Co	26522
INSURED Greater Fort Myers Beach Area Chamber of Commerce, Inc., DBA: 100 Lovers Lane Suite 2E Fort Myers Beach FL 33931	INSURER B : AmTrust North America	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL2571703599 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NBP2553825E	02/05/2025	02/05/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AWC1212010	12/11/2024	12/11/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

The Sand Lovers, LLC
10931 Russell Road
Bokeelia FL 33922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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INSURED Greater Fort Myers Beach Area Chamber of Commerce, Inc., DBA: 100 Lovers Lane Suite 2E Fort Myers Beach FL 33931	INSURER B : AmTrust North America	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2571703599 **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NBP2553825E	02/05/2025	02/05/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AWC1212010	12/11/2024	12/11/2025	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER	CANCELLATION
Sunstream - DiamondHead Beach Resort 2000 Estero Blvd Fort Myers Beach FL 33931	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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INSURED Greater Fort Myers Beach Area Chamber of Commerce, Inc., DBA: 100 Lovers Lane Suite 2E Fort Myers Beach FL 33931	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Mount Vernon Fire Insurance Co 26522 INSURER B : AmTrust North America INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2571703599 **REVISION NUMBER:**

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A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NBP2553825E	02/05/2025	02/05/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AWC1212010	12/11/2024	12/11/2025	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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CERTIFICATE HOLDER Town of Fort Myers Beach 2731 Oak Street Fort Myers Beach FL 33931	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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DATE (MM/DD/YYYY): 09/29/2025

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PRODUCER
Heidrick & Company Insurance
1648 Periwinkle Way
Sanibel FL 33957

CONTACT NAME: James Barreca
PHONE (A/C, No, Ext): (239) 579-0660 **FAX (A/C, No):** (888) 767-1665
E-MAIL ADDRESS: james@sanibelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mount Vernon Fire Insurance Co	26522
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Greater Fort Myers Beach Area Chamber of Commerce, Inc., DBA:
100 Lovers Lane
Suite 2E
Fort Myers Beach FL 33931

COVERAGES **CERTIFICATE NUMBER:** CL2592903678 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			NBP2553825E	02/05/2025	02/05/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER
Estero Island Beach Club Inc C/O RAL Resort Property Management
1838-1840 Estero Blvd
Fort Myers Beach FL 33931

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2025

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

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

PRODUCER AMJ INSURANCE INC/PHS 36212133 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED The Sand Lovers, LLC 2769 SHABBONA RD DECKERVILLE MI 48427	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Hartford Underwriters Insurance Company	30104
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		36 SBM AW5M31	03/01/2025	03/01/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			36 SBM AW5M31	03/01/2025	03/01/2026	EACH OCCURRENCE	$2,000,000
							AGGREGATE	$2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE -EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			36 SBM AW5M31	03/01/2025	03/01/2026	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

The Town of Fort Myers Beach
2731 OAK ST
FORT MYERS BEACH FL 33931-3517

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/29/2025

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PRODUCER AMJ INSURANCE INC/PHS 36212133 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): E-MAIL ADDRESS:
INSURED The Sand Lovers, LLC 2769 SHABBONA RD DECKERVILLE MI 48427	INSURER(S) AFFORDING COVERAGE — NAIC# INSURER A : Hartford Underwriters Insurance Company — 30104 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		36 SBM AW5M31	03/01/2025	03/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000	X		36 SBM AW5M31	03/01/2025	03/01/2026	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			36 SBM AW5M31	03/01/2025	03/01/2026	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Additional Insured - Designated Person Or Organization Form SL3042 and the Umbrella Liability Provisions SU0000, attached to this policy.

CERTIFICATE HOLDER

Estero Island Beach Club Inc.
C/O RAL Resort Property Management Inc
1838-1840 Estero Blvd.
FORT MYERS BEACH FL 33931

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2025

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PRODUCER Brown & Brown Insurance Services, Inc. 9617 Gulf Research Ln Suite 202 Ft. Myers FL 33912	CONTACT NAME: Stephanie Wilkinson PHONE (A/C, No, Ext): (239) 274-1430 FAX (A/C, No): (239) 261-8265 E-MAIL ADDRESS: Stephanie.Wilkinson@bbrown.com
INSURED Diamondhead Beach Resort, LLC 2000 Estero Blvd. Ft Myers Beach FL 33931	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Old Republic Union Insurance Company INSURER B : Security National Insurance Company INSURER C : Insurance Company of the West 27847 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 25-25 GL, WC, UMB **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		ORBGL24A2262300	12/09/2024	12/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			XSS179713801	12/09/2024	12/09/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WFL505884804	01/01/2025	01/01/2026	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

Regarding the General Liability and when required by a written contract or agreement, The Sand Lovers, LLC, Fort Myers Beach Chamber of Commerce, and Town of Fort Myers Beach are named as Additional Insureds for the American Sand Scultping Event November 2025

CERTIFICATE HOLDER

Fort Myers Beach Chamber of Commerce
100 Lover's Lane
Fort Myers Beach FL 33931

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2025

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PRODUCER Brown & Brown Insurance Services, Inc. 9617 Gulf Research Ln Suite 202 Ft. Myers FL 33912	CONTACT NAME: Stephanie Wilkinson PHONE (A/C, No, Ext): (239) 274-1430 FAX (A/C, No): (239) 261-8265 E-MAIL ADDRESS: Stephanie.Wilkinson@bbrown.com
INSURED Diamondhead Beach Resort, LLC 2000 Estero Blvd. Ft Myers Beach FL 33931	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Old Republic Union Insurance Company INSURER B : Security National Insurance Company INSURER C : Insurance Company of the West — 27847 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 25-25 GL, WC, UMB **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		ORBGL24A2262300	12/09/2024	12/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			XSS179713801	12/09/2024	12/09/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WFL505884804	01/01/2025	01/01/2026	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

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

Regarding the General Liability and when required by a written contract or agreement, The Sand Lovers, LLC, Fort Myers Beach Chamber of Commerce, and Town of Fort Myers Beach are named as Additional Insureds for the American Sand Scultping Event November 2025

CERTIFICATE HOLDER

The Sand Lovers, LLC
10931 Russell Road
Bokeelia FL 33922

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2025

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PRODUCER
Brown & Brown Insurance Services, Inc.
9617 Gulf Research Ln
Suite 202
Ft. Myers FL 33912

CONTACT NAME: Stephanie Wilkinson
PHONE (A/C, No, Ext): (239) 274-1430 FAX (A/C, No): (239) 261-8265
E-MAIL ADDRESS: Stephanie.Wilkinson@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Union Insurance Company	
INSURER B : Security National Insurance Company	
INSURER C : Insurance Company of the West	27847
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Diamondhead Beach Resort, LLC
2000 Estero Blvd.
Ft Myers Beach FL 33931

COVERAGES **CERTIFICATE NUMBER:** 25-25 GL, WC, UMB **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		ORBGL24A2262300	12/09/2024	12/09/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Employee Benefits	$ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						~~COMBINED~~ SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			XSS179713801	12/09/2024	12/09/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WFL505884804	01/01/2025	01/01/2026	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Regarding the General Liability and when required by a written contract or agreement, The Sand Lovers, LLC, Fort Myers Beach Chamber of Commerce, and Town of Fort Myers Beach are named as Additional Insureds for the American Sand Scultping Event November 2025

CERTIFICATE HOLDER
Town of Fort Myers Beach
2731 Oak Street
Fort Myers Beach FL 33931

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2025

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

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PRODUCER
Brown & Brown Insurance Services, Inc.
9617 Gulf Research Ln
Suite 202
Ft. Myers FL 33912

CONTACT NAME: Stephanie Wilkinson
PHONE (A/C, No, Ext): (239) 274-1430 FAX (A/C, No): (239) 261-8265
E-MAIL ADDRESS: Stephanie.Wilkinson@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	
INSURER B : Nautilus Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Estero Island Beach Club Association, Inc.
1838-1840 Estero VBlvd.
Ft. Myers Beach FL 33931

COVERAGES **CERTIFICATE NUMBER:** 25-26 COI **REVISION NUMBER:**

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

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A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			3AA893496	05/01/2025	05/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Exclude
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			AN1347152	05/01/2025	05/01/2026	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER
Fort Myers Beach Chamber of Commerce
100 Lover's Lane
Fort Myers Beach FL 33931

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

AUTHORIZED REPRESENTATIVE

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9617 Gulf Research Ln
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Ft. Myers FL 33912

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INSURED
Estero Island Beach Club Association, Inc.
1838-1840 Estero VBlvd.
Ft. Myers Beach FL 33931

COVERAGES **CERTIFICATE NUMBER:** 25-26 COI **REVISION NUMBER:**

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CERTIFICATE HOLDER
The Sand Loves, LLC
10931 Russell Rd.
Bokeelia FL 33922

CANCELLATION
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AUTHORIZED REPRESENTATIVE

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PRODUCER Brown & Brown Insurance Services, Inc. 9617 Gulf Research Ln Suite 202 Ft. Myers FL 33912	CONTACT NAME: Stephanie Wilkinson PHONE (A/C, No, Ext): (239) 274-1430 FAX (A/C, No): (239) 261-8265 E-MAIL ADDRESS: Stephanie.Wilkinson@bbrown.com
INSURED Estero Island Beach Club Association, Inc. 1838-1840 Estero VBlvd. Ft. Myers Beach FL 33931	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Evanston Insurance Company INSURER B : Nautilus Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 25-26 COI **REVISION NUMBER:**

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

CERTIFICATE HOLDER

Town of Fort Myers Beach
2731 Oak St.
Fort Myers Beach FL 33931

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-117**

1. **Request:**

Meeting Date: November 17, 2025

Update on Conflict Resolution Discussion with the Lee County School District on November 5, 2025

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**
TOWN MANAGER'S ITEMS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

---

5. **Background:**

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 11/7/2025
nancy stuparich, Town Attorney	Approved - 11/8/2025
Amy Baker, Town Clerk	Approved - 11/10/2025
William McKannay, Town Manager	Final Approval - 11/10/2025

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-118**

1. **Request:**

Meeting Date: November 17, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT DATED MAY 15, 2023 BY AND BETWEEN THE TOWN OF FORT MYERS BEACH AND THE SCHOOL BOARD OF LEE COUNTY, FLORIDA TO SUSPEND ACTIVITIES OF THE AD HOC COMMITTEE DURING CHAPTER 164 MEETINGS BETWEEN THE TOWN AND THE SCHOOL BOARD OF LEE COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**
TOWN ATTORNEY'S ITEMS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

---

5. **Background:**
The Town and The School Board of Lee County, Florida entered into an Interlocal Agreement dated May 15, 2023 ("Agreement") regarding the continued operation of Fort Myers Beach Elementary School. Section 2.7 of the Agreement provides for an Ad Hoc Committee to support collaboration between the Parties. The Parties are currently engaged in the governmental conflict resolution process under Chapter 164, Florida Statutes, and agree that suspension of Ad Hoc Committee activities during this process will promote good faith discussions and avoid duplicative or conflicting efforts.

Attachments:
1. Res. 25-XX Amendment to ILA
2. Exhibit A to Resolution 25-XXX - First Amendment to ILA
3. Beach Elementary ILA - Fully Executed (2)

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 11/7/2025
nancy stuparich, Town Attorney	Approved - 11/8/2025
Joe Onzick, Finance Director	Approved - 11/10/2025
Amy Baker, Town Clerk	Approved - 11/10/2025
William McKannay, Town Manager	Final Approval - 11/10/2025

RESOLUTION NUMBER 25-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT DATED MAY 15, 2023 BY AND BETWEEN THE TOWN OF FORT MYERS BEACH AND THE SCHOOL BOARD OF LEE COUNTY, FLORIDA TO SUSPEND ACTIVITIES OF THE AD HOC COMMITTEE DURING CHAPTER 164 MEETINGS BETWEEN THE TOWN AND THE SCHOOL BOARD OF LEE COUNTY, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town entered into an Interlocal Agreement with The School Board of Lee County, Florida (”School Board”) regarding the operation and repair of the Fort Myers Beach Elementary School following damage caused by Hurricane Ian; and

WHEREAS, the parties are currently engaged in the governmental conflict resolution process under Chapter 164, Florida Statutes, and agree that suspension of Ad Hoc Committee activities during this process will promote good faith discussions and avoid duplicative or conflicting efforts; and

WHEREAS, adoption of this Resolution is in the best interest of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF 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 if stated herein.

Section 2. The First Amendment to the referenced Interlocal Agreement as provided in Exhibit A is approved.

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

The foregoing Resolution was adopted by the Town Council upon 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	___
Rebecca Link, Council Member	___
Scott Safford, Council Member	___

ADOPTED this 17th day of November 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.

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN
THE TOWN OF FORT MYERS BEACH
AND
THE SCHOOL BOARD OF LEE COUNTY, FLORIDA
REGARDING THE FORT MYERS BEACH ELEMENTARY

This First Amendment is made this ___ day of November 2025 by and between The Town of Fort Myers Beach ("Town") and The School Board of Lee County, Florida ("School Board").

RECITALS

A. The Parties entered into an Interlocal Agreement dated May 15, 2023 ("Agreement") regarding the continued operation of Fort Myers Beach Elementary School.

B. Section 2.7 of the Agreement provides for an Ad Hoc Committee to support collaboration between the Parties.

C. The Parties are currently engaged in the governmental conflict resolution process under Chapter 164, Florida Statutes, and agree that suspension of Ad Hoc Committee activities during this process will promote good faith discussions and avoid duplicative or conflicting efforts.

AMENDMENT

1. Suspension of Ad Hoc Committee. All activities of the Ad Hoc Committee established under Section 2.7 of the Agreement are hereby suspended effective immediately. No meetings of the Ad Hoc Committee shall be held, including the meeting previously scheduled for November 20, 2025, until further written agreement of both Parties.

2. Effect of Suspension. During this suspension period, no failure of the School Board or Town to convene, attend, or act upon matters of the Ad Hoc Committee shall constitute a breach or default under the Agreement.

3. No Other Changes. Except as expressly modified herein, all other terms and conditions of the May 15, 2023, Interlocal Agreement remain in full force and effect.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the day and year first above written.

TOWN OF FORT MYERS BEACH

By: _____ Date: _____

Dan Allers, Mayor

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

By: _____ Date: _____

Gretchen R. H. Vose, Town Attorney

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA

By: _____ Date: _____

Denise M. Carlin, Ed.D., Superintendent

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF THE SCHOOL BOARD OF LEE COUNTY, FLORIDA ONLY:

By: _____ Date: _____

Kathy Dupuy-Bruno, Esq., B.C.S., School Board Attorney and General Counsel

INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF FORT MYERS BEACH
AND
THE SCHOOL BOARD OF LEE COUNTY, FLORIDA
REGARDING THE FORT MYERS BEACH ELEMENTARY SCHOOL

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 15th day of May, 2023, by and between THE TOWN OF FORT MYERS BEACH ("Town"), a Florida Municipal Corporation, acting by and through its Town Council, the governing body thereof, and THE SCHOOL BOARD OF LEE COUNTY, FLORIDA a public body corporate and political subdivision existing under the laws of the State of Florida, its successors and assigns ("School Board"); collectively or singularly also referred to herein as "Party" or the "Parties".

WITNESSETH:

WHEREAS, the School Board and the Town serve the residents of the Town of Fort Myers Beach;

WHEREAS, the School Board and the Town each constitute a "public agency" within the meaning of the Florida Interlocal Cooperation Act of 1969 (the "Interlocal Act"), and each is authorized under the Interlocal Act to enter into interlocal agreements providing for the joint exercise of any power, privilege, or authority that each of them could exercise separately;

WHEREAS, On September 28, 2022, Hurricane Ian made landfall as a Category 4 Hurricane in Southwest Florida, with sustained winds of approximately 150 miles per hour. The storm inflicted a catastrophic storm surge and wind damage in Lee County causing severe damage to Fort Myers Beach Elementary School ("FMBE");

WHEREAS, prior to Hurricane Ian, FMBE had experienced declining student enrollment;

WHEREAS, there is a mutual desire by the Board and the Town to continue the operations of FMBE in a sound and fiscally responsible way;

WHEREAS, the Town and School Board now intend to enter into this Agreement setting forth the terms and conditions of a new collaboration to assist the School Board in re-building, operating, and maintaining FMBE as set forth herein;

WHEREAS, the School Board and the Town previously entered into an Interlocal Agreement Relating to the Exchange of Real Property and Improvements, dated effective October 7, 2020, as amended by that certain First Amendment to Interlocal Agreement Relating to the Exchange of Real

Property and Improvements fully executed on December 21, 2020 (collectively, the "Exchange Agreement");

WHEREAS, the School Board and Town will revise the Exchange Agreement as may be necessary to serve best the needs of the Town's residents, the students of FMBE, and the users of Bay Oaks Recreational Facility;

WHEREAS, the School Board is the owner of certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("School Board Property"), upon which is located FMBE;

WHEREAS, the Town is the owner of that certain real property commonly known as Bay Oaks Recreational Facility, located adjacent to the School Board Property and more particular described in Exhibit "B" attached hereto and incorporated herein by reference (the "Bay Oaks Property");

WHEREAS, the School Board and Town have determined that it shall serve the public interest to enter into this Agreement to fully set forth mutually acceptable terms and conditions of this collaborative effort between the Parties; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the School Board and the Town do hereby agree as follows:

SECTION I: PURPOSE AND EFFECTIVE DATE

1.1 The purpose of the Agreement is to set forth terms and conditions acceptable to the Parties, to accomplish the initiatives enumerated herein, including the re-build and continuing operation of FMBE for students from grades K-5.

1.2 The Recitals set forth above are incorporated into the terms of this Agreement as if fully incorporated herein.

1.3 The "Effective Date" of this Agreement shall be the date on which the latter of the School Board or the Town executes this Agreement and delivers a copy to the other Party.

SECTION II: PHASED ENROLLMENT

School Board Responsibilities:

2.1 Both Parties desire to have students enrolled as of April 2023, return to FMBE as soon as possible utilizing the historic school building located on the School Board Property ("Historic Building"). The School Board shall be responsible for renovating the Historic Building to meet the needs of the current

enrollment, approximately fifty-two (52) students, to be completed during the fall semester of 2023. The Parties recognize that the use of the Historic Building is an integral part of the overall solution to provide an educational facility for students on the island. The School Board shall provide all necessary services to meet the needs of students as set forth herein. The services shall be provided at the sole discretion of the School Board in compliance with applicable law, regulation, and policy.

2.2 Over the next several years, the Parties have a joint goal to increase enrollment to a fiscally feasible level for FMBE in accordance with Section 3 of this Agreement. The School Board shall assist with increasing enrollment and shall attempt to solicit partnerships with other entities to provide attractors to the school to include special programs. In addition, beginning in fiscal year 2024-2025, the School Board shall expand the proximity zone boundaries of FMBE to Summerlin Road and San Carlos Boulevard to allow as many students as possible to attend FMBE.

2.3 Should enrollment increase, the School Board shall provide the necessary facilities and staff to accommodate the increased student enrollment in compliance with applicable law, regulation, and policy. The Town understands that the School Board will be fiscally responsible and legally compliant in doing so. The decision is left to the School Board's sole discretion to determine what is the necessary facility and staff ratios to accommodate the increased enrollment not to exceed 150 student stations.

2.4 For fiscal years 2023-2024, 2024-2025, 2025-2026, and 2026-2027 School Board shall bear the full costs of operating and maintaining FMBE.

2.5 No later than November of 2026, the School Board and Town, through their respective designees, shall review the enrollment numbers at FMBE and begin the discussion as to the future of FMBE with the following options:

a. If FMBE's student enrollment meets the threshold that FMBE can sustain itself at the same level as the other barrier island schools, namely Pine Island Elementary School and the Sanibel School (collectively, "Barrier Island Schools") the School Board shall maintain FMBE as a school operated by the School District of Lee County. The annual cost calculation shall be based on the annual cost per student report submitted to the Department of Education ("DOE") at the end of each fiscal year. ("Cost Per Student Report")

b. Beginning in fiscal year 2027-2028, the Town may provide a financial contribution towards the maintenance and operation of FMBE if it is unable to financially sustain itself at the same level as Barrier Island Schools as set forth in the Cost Per Student Report. The Town's contribution shall be reflective of the difference between FMBE's operational costs and that of other Barrier Island Schools.

c. If, at the end of fiscal year 2026-2027, FMBE is unable to financially sustain itself at the same level as Barrier Island Schools as set forth in the Cost Per Student Report, or if the Town is unable

to provide a financial contribution to cover the difference, the Town may assume the responsibility for the full operation of FMBE by turning it into a municipal charter school for fiscal year 2027-2028. The School Board will assist the Town in expediting the application process for the charter school. At the time the charter school is approved, the School Board will have no further obligation for FMBE. The charter school will be eligible for all funding that is available per federal and state law. Throughout the term of this Agreement, the Town may also collect funds for the startup operation of the charter school. Contemporaneously, the School Board and Town shall come to an agreement for either the sale or lease of the facilities for the operation of the charter school. This provision does not prohibit other charter options from being considered.

d. If, after fiscal year 2026-2027, the Town is unable to cover the cost per student difference as outlined in section b above or move forward with a charter school option as outlined in section b and c above the School Board, at its sole discretion, may close FMBE.

Town Responsibilities:

2.6 Town shall actively recruit students to FMBE to increase enrollment by engaging with their community and local businesses. Parents, PTO, community members, community leaders, and businesses will work on community outreach to inform them of FMBE.

2.7 During the term of this Agreement, the Town shall create an ad-hoc committee that shall meet, at minimum, twice a year to review the student enrollment numbers, DOE survey results, and other matters related to FMBE. There shall be one meeting in May and one in November. The ad-hoc committee shall consist of no more than 10 people and must include members of the community, to include at least one (1) parent with a student attending FMBE, one (1) representative from the Fort Myers Beach business community, one (1) Town Council representative, (5) representatives from the School Board representing operations and planning, academics, Principal of FMBE, budget and finance as well as other members of School Board leadership.

2.8 After fiscal year 2026-2027, the Town may provide a financial contribution towards the maintenance and operation of FMBE if it is unable to financially sustain itself at the same level as Barrier Island Schools as set forth in the Cost Per Student Report as further provided in section 2.5 above.

2.9 At the conclusion of fiscal year 2026-2027, if there are not enough students enrolled for FMBE to financially sustain itself, as determined by the School Board in its sole discretion and based on the Cost Per Student Report, the School Board may close FMBE.

2.10 The School Board and Town will work together to educate businesses and employees about FMBE school programs and encourage employers to provide work schedules that align with school hours and the Bay Oaks after-school program.

2.11 The Town shall provide access to aftercare programs at Bay Oaks Property. Remediation/remodeling of the Bay Oaks Property shall be completed by the fall semester of 2023. The Town agrees that Bay Oaks Property will not be used as a town hall facility, unless space permits, as determined by the Town in its sole discretion. The Bay Oaks Property and after school program will be ready to host children contemporaneously with the opening of FMBE in the fall semester of 2023.

2.12 The Town shall cooperate with the School Board to allow a portion of the Bay Oaks Property to be used as a staging area for FMBE renovation and construction projects. The Town and the School Board shall share the use of the facilities located on the Town Property and the School Board Property, respectively, subject to such terms, limitations and conditions set forth in the Exchange Agreement, which may be modified from time-to-time as mutually agreed to by the Parties.

SECTION III: PHASED TIMELINE FOR RENOVATION AND BUILD

3.1 The Parties agree to the following implementation schedule:

Phase I

a. The School Board shall be responsible for renovating the Historic Building to meet the temporary needs of the current enrollment, approximately fifty-two (52) students, by the fall semester of 2023.

b. Thereafter, by fiscal year 2024-2025, the School Board shall build additional FMBE facilities to accommodate a permanent kitchen/café.

c. Also, by fiscal year 2024-2025 and in compliance with applicable law, regulation, and policy, SREF, and building code the School Board shall improve the Historic Building with additional classroom space to accommodate the growth in student enrollment not to exceed 80 student stations.

Phase II

a. The School Board shall design and construct additional facilities in compliance with applicable law, regulation, and policy, SREF, and building code to accommodate the growth in student enrollment not to exceed 150 student stations. Said cost shall be borne by the School Board for fiscal years 2023-2024, 2024-2025, 2025-2026, 2026-2027.

b. If FMBE's student enrollment meets the threshold that FMBE can sustain itself at the same level as the other Barrier Island Schools based on the Cost Per Student Report, the School Board shall continue to operate FMBE in compliance with applicable law, regulation, and regulations policy.

3.2 The Parties agree that the School Board retains sole authority to make decisions as may be deemed necessary to adhere to the timelines and costs outlined herein, and to complete the Phase I and Phase II improvements within the time and in the manner specified herein.

3.3 The Parties agree that the School Board will procure all goods and services contemplated by this Agreement in accordance with the School Board's procurement policies and procedures.

SECTION IV: DEFAULT

If either Party fails to materially fulfill its obligations under this Agreement that Party will be in default. The other Party to the Agreement shall provide written notice of the default and an opportunity to cure the default within 60 days of receipt of said notice. If the defaulting Party fails to cure the default within said time, the other Party may terminate this Agreement for cause or breach by providing written notice of termination. Failure of either Party to exercise its rights in the event of any breach shall not constitute a waiver of such rights. Neither the Town nor the School Board is deemed to have waived any failure to perform by the other Party unless such waiver is in writing and signed by the waiving Party. Upon termination of this Agreement in accordance with this paragraph, the non-defaulting Party may exercise its reversionary interest as set forth in the Exchange Agreement.

SECTION V: NOTICE

All notices or demands permitted or required under this Agreement are deemed to have been given or made when delivered in person and signed for or delivered by certified or registered mail, return receipt requested, postage prepaid, United States mail, and addressed to the respective parties as follows:

If to the School Board:	The Superintendent of Schools Office of the Superintendent 2855 Colonial Blvd. Fort Myers, Florida 33966
With a Copy to:	School Board Attorney and General Counsel Office of Legal Services 2855 Colonial Blvd. Fort Myers, Florida 33966
If to the Town:	Town Manager Town of Fort Myers Beach 2525 Estero Blvd. Fort Myers Beach, Florida 33931

With a Copy to: Town Attorney
Town of Fort Myers Beach
2525 Estero Blvd.
Fort Myers Beach, Florida 33931

The address to which any notice or demand may be given to either Party may be changed by written notice.

SECTION VI: LIABILITY AND INDEMNIFICATION

6.1 Subject to the limitations as set out in Florida Statutes §768.28 and §252.51, the Town shall defend, hold harmless and indemnify the School Board from and against any and all claims, actions, damages, liability, cost and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the act or omission of the Town, its agents, invitees, licensees, employees, or contractors in connection with the exercise of the Town's rights or fulfillment of the Town's obligations under this Agreement. The provisions of this paragraph are not intended to abrogate the sovereign immunity of the Town beyond that set forth in Section 768.28, Florida Statutes.

6.2 Subject to the limitations as set forth in Florida Statutes, §768.28 and §252.51, the School Board shall defend, hold harmless and indemnify the Town from and against any and all claims, actions, damages, liability, cost, and expense, including those arising from bodily injury, death and/or property damage or any other lawful expense, including, but not limited to, attorney's fees and court costs, brought by third parties arising from the act or omission of the School Board, its agents, invitees, licensees, employees, and contractors in connection with the exercise of the School Board's rights or fulfillment of the School Board's obligations under this Agreement. The provisions of this paragraph are not intended to abrogate the sovereign immunity of the School Board beyond that set forth in Section 768.28, Florida Statutes.

6.3 The Parties shall, respectively, maintain or cause to be maintained in full force and effect commercial general liability insurance on their respective parcels with a combined single limit of liability of (i) not less than One Million and 00/100 Dollars ($1,000,000.00) for bodily injury to or personal injury or death to any one person and consequential damages arising therefrom, (ii) not less than Two Million and 00/100 Dollars ($2,000,000.00) for bodily injury to or personal injury or death of more than one person and consequential damages arising therefrom, and (iii) not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) for property damage arising out of any one occurrence, and the other Party shall be an additional insured under such policy. Each Party shall always maintain worker's compensation insurance in the minimum statutory limits required by the State of Florida. Such insurance shall be procured from a good and solvent insurance company or companies licensed to do business in the State of Florida. Upon reasonable request, each Party shall provide the other with a copy of the policy of such

insurance coverage. All insurance policies required to be carried by either Party covering their respective parcel shall, to the extent permitted by law, expressly waive any right on the part of the insurer against the other Party. The Parties agree that their policies will include such waiver clause or endorsement.

SECTION VII: MISCELLANEOUS

7.1 Term and Termination: The Parties agree that this Agreement, including all its terms, covenants, conditions, and restrictions, shall continue in force and effect for a term of four (4) years. The Parties may extend the terms of this Agreement by mutual written agreement.

7.2 Non-Discrimination: The Parties shall not unlawfully discriminate against any individual based on his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

7.3 Unavoidable Delay: In the event that either the School Board or the Town are unable to meet the deadline for their respective obligations under this Agreement due to any circumstance beyond the control of the School Board and/or Town, including without limitation, the occurrence of a force majeure event, then the time for such performance shall be extended as required by such circumstance or the occurrence of such event. Each party shall be responsible for any additional costs arising out of the delay and affecting their respective obligations under this Agreement. The term *"Force Majeure"* shall include without limitation labor strikes (whether lawful or not), fire, tropical cyclone, adverse weather conditions, unavoidable casualties, inability to obtain labor or materials, vandalism, terrorism, civil unrest, moratoriums, financial emergencies and the like.

7.4 Enforcement of Agreement: In the event that either Party is required to enforce this Agreement by court proceedings, then the Parties agree that each Party shall pay its own attorney's fees and costs.

7.5 Entire Agreement: This Agreement embodies the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior written and/or oral understandings or agreements with respect thereto.

7.6 Modifications and Amendments: Modifications and amendments to the provisions contained in this Agreement, including deadlines and schedules, may be made only by an instrument in writing which is executed by both Parties.

7.7 Joint Preparation: This Agreement has been negotiated fully between the Parties as an arms-length transaction. Both Parties participated fully in the preparation of the Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both

Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any Party.

7.8 Assignment: This Agreement may not be assigned, in whole or in part, by any Party without prior written consent of the other Party, which may be granted or withheld in its sole discretion. The School Board retains sole authority to select the design professionals, contractors, or other parties for the purpose of performing any of the School Board's obligations hereunder.

7.9 Third Party Beneficiaries: This Agreement is solely for the benefit of the School Board and the Town, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in the Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the School Board and the Town any right, remedy, or claims under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the School Board and the Town, and their respective representatives, successors, and assigns.

7.10 Joint Defense: In the event that a third party or parties challenge the validity of this Agreement unrelated to the Parties through legal proceedings or otherwise, the Parties hereto agree to cooperate with each other in defense of this Agreement, with each such Party to bear its own attorney's fees and costs associated with such defense.

7.11 Severability: The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

7.12 Time is of the Essence: The Parties acknowledge that time is of the essence in the performance of all obligations required hereunder, and all "days" referenced herein, including in any of the attachments, shall be deemed "calendar days" unless otherwise specifically set forth.

7.13 Controlling Laws: This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in Lee County, Florida.

7.14 Authorization: The execution of this Agreement has been duly authorized by the School Board and Town. The School Board and the Town have complied with all requirements of law in connection with the execution and delivery of this Agreement and the performance of their respective obligations hereunder. The School Board and the Town have full power and authority to comply with the terms and provisions of this Agreement.

7.15 Heading for Convenience Only: The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

7.16 Counterparts: This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgments pages, if any; may be detached from the counterparts and attached to a single copy of this document to physically form one document.

7.17 Jury Trial Waiver: The Parties waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other for any matter whatsoever arising out of or in any way connected with this Agreement.

SECTION VIII: DISPUTE RESOLUTION

As a condition precedent to a Party bringing any suit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both Parties. The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement. This remedy is supplemental to any other remedies available at law.

SECTION IX: PUBLIC RECORDS

The Parties recognize and agree that the School Board and Town are subject to the provisions of the Florida Records Law, under Chapter 119, Florida Statutes. The Parties shall comply with Florida's Public Records Laws and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further, the Parties will ensure records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Town and the School Board have executed this Agreement on the day, month, and year first written above.

THE SCHOOL BOARD OF LEE COUNTY, FLORIDA

By: _____ Date: 5/9/2023

Armor Persons, Chair of the Board

APPROVED
MAY 09 2023
SCHOOL BOARD OF
LEE COUNTY

ATTESTED:

By: _____ Date: 5/9/2023

Dr. Christopher S. Bernier, Superintendent of Schools

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE OF THE SCHOOL BOARD OF LEE COUNTY, FLORIDA ONLY:

By: _____

Kathy Dupuy-Bruno, Esq., School Board Attorney and General Counsel

TOWN OF FORT MYERS BEACH, A FLORIDA MUNICIPAL CORPORATION

By: Dan Allers (Nov 2, 2023 07:29 EDT) Date: May 15, 2023

Dan Allers, Mayor

ATTESTED:

By: AMY BAKER (Nov 2, 2023 08:57 EDT) Date: May 15, 2023

Amy Baker, Town Clerk

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

By: John R. Herin, Jr. (Nov 1, 2023 16:27 EDT)

John R. Herein, Jr., Town Attorney

EXHIBIT A

(Legal Description of School Board Property)

PARCEL "A" LEGAL DESCRIPTION (OWNED BY THE SCHOOL DISTRICT OF LEE COUNTY)
FROM PLAT OF WINKLER SUBDIVISION RECORDED IN PLAT BOOK 8, PAGE 45 OF THE PUBLIC RECORDS OF LEE COUNTY FLORIDA

ALL OF WINKLER SUBDIVISION BLOCK J, LOTS 3 THROUGH 45; AND BLOCK I, LOTS 1 THROUGH 26; AND BLOCK D, LOTS 10 THROUGH 12 AND LOTS 22 THROUGH 24, LESS PARCELS DESCRIBED IN INSTRUMENT 2021000335064.

PARCELS DESCRIBED IN INSTRUMENT 2021000335064 CONSTITUTE PARCELS "X" AND "Y" DESCRIBED BELOW

PARCEL "B" LEGAL DESCRIPTION (OWNED BY THE SCHOOL DISTRICT OF LEE COUNTY)
FROM RESOLUTION 20-39 INSTRUMENT 2021000335062 RECORDED 10/12/2021

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING A PORTION OF AN UN-NAMED STREET LYING BETWEEN BLOCK J AND BLOCK I, WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF LOT 48 OF SAID BLOCK J OF SAID WINKLER SUBDIVISION: THENCE S25° 17'00"W ALONG THE EASTERLY LINE OF LOTS 1 THROUGH 9 OF SAID BLOCK J FOR 225.00 FEET TO THE NORTHEAST

CORNER OF LOT 10 OF SAID BLOCK J; THENCE N64°43'00"W ALONG THE NORTHERLY LINE OF LOT 1 O OF SAID BLOCK J FOR 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, BLOCK J AND TO THE POINT OF BEGINNING: THENCE CONTINUE S25"17'00"W ALONG THE WESTERLY LINE OF SAID BLOCK J, ALSO BEING THE EASTERLY LINE OF AN UN-NAMED STREET AS SHOWN ON SAID PLAT OF WINKLER SUBDIVISION FOR 370.12 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET: THENCE CONTINUE SOUTHEASTERLY ALONG THE WESTERLY LINE OF SAID BLOCK J, BEING THE EASTERLY LINE OF SAID UN-NAMED STREET AND ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 94° 17'00" FOR AN ARC LENGTH OF 41.14 FEET TO A POINT OF TANGENCY ON THE NORTHERLY LINE OF OAK STREET (50 FEET WIDE), ALSO BEING A POINT OF CUSP; THENCE N69° 00'00"W ALONG THE NORTHERLY LINE OF SAID OAK STREET FOR 141.38 FEET TO A POINT OF CUSP WITH A CURVE LYING ON THE EASTERLY LINE OF BLOCK D OF SAID SUBDIVISION, HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S21 ° 00'00"W: THENCE CONTINUE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID BLOCK D AND SAID TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 85"43'00" FOR AN ARC LENGTH OF 37.40 FEET TO THE END OF SAID CURVE: THENCE N25° 17'00"E ALONG A TANGENT LINE BEING PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK J FOR 114.87 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF BLOCK I OF SAID SUBDIVISION, LYING ON A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S65° 02'1 0"W; THENCE CONTINUE EASTERLY AND NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID BLOCK I AND SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 129° 45'1 O" FOR AN ARC LENGTH OF 56.62 FEET TO A POINT OF TANGENCY: THENCE N25° 17'00"E ALONG A TANGENT LINE BEING THE EASTERLY LINE OF SAID BLOCK I, ALSO BEING THE WESTERLY LINE OF SAID UN-NAMED STREET AS SHOWN ON SAID PLAT OF WINKLER SUBDIVISION FOR 246.59 FEET TO THE NORTHEAST CORNER OF LOT 17, BLOCK I OF SAID SUBDIVISION: THENCE S64° 43'00"E FOR 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 25,740 SQUARE FEET (0.59 ACRES), MORE OR LESS.

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

PARCEL "C" LEGAL DESCRIPTION (OWNED BY THE SCHOOL DISTRICT OF LEE COUNTY)
FROM RESOLUTION 21-24 INSTRUMENT 2021000335063 RECORDED 10/12/2021

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING A PORTION OF AN UN-NAMED STREET LYING BETWEEN BLOCK J AND BLOCK I, WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF LOT 48 OF SAID BLOCK J OF SAID WINKLER SUBDIVISION; THENCE S25° 17'00"W ALONG THE EASTERLY LINE OF LOTS 1 THROUGH 9 OF SAID BLOCK J FOR 225.00 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID BLOCK J; THENCE N64° 43'00"W ALONG THE NORTHERLY LINE OF LOT 1 O OF SAID BLOCK J FOR 150.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10, BLOCK J AND TO THE POINT OF BEGINNING: THENCE CONTINUE N64° 43'00"W ALONG THE NORTHWESTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 10 OF SAID BLOCK J FOR SO.DO FEET TO THE NORTHEAST CORNER OF LOT 17, BLOCK I OF SAID SUBDIVISION; THENCE N25° 17'00"E ALONG THE EASTERLY LINE OF SAID BLOCK I FOR 75.00 FEET TO THE NORTHEAST CORNER OF LOT 20, OF SAID BLOCK I; THENCE S64° 43'00"E ALONG THE SOUTHEASTERLY EXTENSION OF THE NORTHERLY LINE OF LOT 20 OF SAID BLOCK I FOR 50.00 FEET TO THE NORTHWEST CORNER OF LOT 7, OF SAID BLOCK J; THENCE S25° 17'00"W ALONG THE WESTERLY LINE OF SAID BLOCK J FOR 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,750 SQUARE FEET (0. 09 ACRES), MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN) BEARINGS ARE BASED ON THE WESTERLY LINE OF BAY ROAD (THE EASTERLY LINE OF SAID BLOCK J) AS BEARING S25° 17'00"W

LESS PARCEL DESCRIBED IN INSTRUMENT 2021000335064 (NORTH PARCEL)

PLUS THE REMAINDER OF BLOCK I, PLAT OF WINKLER SUBDIVISION NOT SEPERATED OUT IN THE LEGAL DESCRIPTIONS OF PARCELS "Y" AND "Z" DESCRIBED BELOW

EXHIBIT B

(Legal Description of Town Property)

PARCEL "W" LEGAL DESCRIPTION (OWNED BY TOWN OF FORT MYERS BEACH)
FROM COUNTY DEED INSTRUMENT #2009000262584 RECORDED 9/28/2009

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING A PART OF SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

STARTING AT THE EASTERLY MOST CORNER OF LOT #1, BLOCK "E" OF WINKLER SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 8 AT PAGE 45 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID POINT ALSO BEING THE PRINCIPAL PLACE OF BEGINNING; THENCE S 25° 17' 00" W ALONG THE EASTERLY LINE OF SAID BLOCK "E" A DISTANCE OF 301.04 FEET; THENCE S 5° 07' 24"EADISTANCEOF 55.69 FEET TO THE NORTHEASTERLY CORNER OF LOT #9, BLOCK "D" OF SAID WINKLER SUBDIVISION; THENCE S 21 ° 00' 00" W ALONG THE SOUTHEASTERLY LINE OF LOTS #9 AND #25 OF SAID BLOCK "D" A DISTANCE OF 300.00 FEET; THENCE N 69° 00' 00" W ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF OAK STREET (50.00 FEET WIDE) AND THE SOUTHWESTERLY LINE OF SAID BLOCK "D" A DISTANCE OF 396.87 FEET TO THE WEST BOUNDARY OF LOT #1 OF SECTION 19 AS SHOWN ON THE PLAT OF SAID WINKLER SUBDIVISION; THENCE N 0° 18' 00" W ALONG THE SAID WEST BOUNDARY A DISTANCE OF 807.00 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF SAID WINKLER SUBDIVISION; THENCE S 64° 43' 00" E ALONG SAID NORTHEASTERLY BOUNDARY LINE A DISTANCE OF 693.65 TO A POINT THAT IS N 25° 17' 00"E FROM THE PRINCIPAL PLACE OF BEGINNING; THENCE S 25 ° 17' 00" W A DISTANCE OF 50.00 FEET TO THE PRINCIPAL PLACE OF BEGINNING.

SAID PARCEL IS SUBJECT TO ALL RIGHT-OF WAYS AND EASEMENTS OF RECORD.

PARCEL "X" LEGAL DESCRIPTION (OWNED BY TOWN OF FORT MYERS BEACH)
FROM SPECIAL WARRANTY DEED #2021000335064 RECORDED 10/21/21 (SOUTH PARCEL)

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING ALL OF LOTS 10 THROUGH 24, BLOCK D, WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 24, BLOCK D OF SAID WINKLER SUBDIVISION; THENCE N21 °28'12"E ALONG THE NORTHWESTERLY LINE OF LOT 24 AND LOT 10 OF SAID BLOCK D FOR 300.00 FEET TO THE NORTHWEST COMER OF SAID LOT 1 O; ALSO BEING THE SOUTHERLY LINE OF SAID UNNAMED STREET (50' WIDE) AS SHOWN ON SAID PLAT; THENCE S68° 3 L '48"E ALONG THE NORTHEASTERLY LINE OF SAID BLOCK D, ALSO BEING THE SOUTHWESTERLY LINE OF SAID UNNAMED STREET AS SHOWN ON SAID PLAT OF WINKLER SUBDIVISION, FOR 75.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET; THENCE CONTINUE SOUTHEASTERLY ALONG SAID CURVE AND SAID UNNAMED STREET AND ALONG THE NORTHEASTERLY LINE OF SAID BLOCK D THROUGH A CENTRAL ANGLE OF 65°47' 00" (CHORD BEARING S35° 38' 18"E) FOR AN ARC DISTANCE OF 114.81 FEET TO A POINT OF TANGENCY; THENCE S02° 44 '48"E, ALONG THE EASTERLY LINE OF SAID BLOCK D, ALSO BEING THE WESTERLY LINE OF SAID UNNAMED STREET AS SHOWN ON SAID PLAT FOR 225.62 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE CONTINUE SOUTHWESTERLY ALONG SAID CURVE AND ALONG THE WESTERLY LINE OF SAID UNNAMED STREET THROUGH A CENTRAL ANGLE OF 114° 13'00" (CHORD BEARING S54°21 '42"W) FOR AN ARC DISTANCE OF 49.84 FEET TO A POINT OF TANGENCY ON THE NORTHERLY RIGHT OF WAY LINE OF OAK STREET (50' WIDE) AS SHOWN ON SAID PLAT; THENCE N68° 3 L '48"W ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK D, AND ALONG THE NORTHERLY LINE OF SAID OAK STREET FOR 235.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 61,071 SQUARE FEET (1.40 ACRES), MORE OR LESS.

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

BEARINGS ARE STATE PLANE GRID FOR THE FLORIDA WEST ZONE (NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT) WITH THE WESTERLY .LINE OF BAY ROAD (THE EASTERLY LINE OF SAID BLOCK J) AS BEARING N25° 45'12"E.

PARCEL "Y" LEGAL DESCRIPTION (OWNED BY TOWN OF FORT MYERS BEACH)
FROM SPECIAL WARRANTY DEED #2021000335064 RECORDED 10/21/21 (NORTH PARCEL)

A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING A PORTION OF BLOCK I AND A PORTION OF AN UNNAMED STREET AS SHOWN ON THE PLAT OF WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY MOST CORNER OF LOT 48, BLOCK J OF SAID WINKLER SUBDIVISION; THENCE N64° 14'48"W ALONG THE NORTHEASTERLY LINE OF LOT 1, BLOCK J, ACROSS AN UNNAMED STREET AND ALONG THE NORTHEASTERLY LINE OF LOT 26, BLOCK I OF SAID SUBDIVISION FOR 350.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 1, BLOCK I OF SAID SUBDIVISION AND THE POINT OF BEGINNING; THENCE S45° 48'43"E ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 2599 AT PAGE 781 WITHIN SAID BLOCK I, FOR 158.11 FEET TO THE SOUTHEASTERLY CORNER OF LOT 25 OF SAID BLOCK I, ALSO BEING THE WESTERLY LINE OF AN UNNAMED STREET (50' WIDE) AS SHOWN ON SAID PLAT; THENCE S25° 45'12"W ALONG THE EASTERLY LINE OF SAID BLOCK I, ALSO BEING THE WESTERLY LINE OF SAID UNNAMED STREET AS SHOWN ON SAID PLAT OF WINKLER SUBDIVISION, FOR 100.00 FEET TO THE SOUTHEAST CORNER OF LOT 21 OF SAID BLOCK I; THENCE S64 ° 14' 48 "E ALONG THE SOUTHEASTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 21, ACROSS SAID UNNAMED STREET, FOR 50.00 FEET TO THE NORTHWEST CORNER OF LOT 7 OF BLOCK J OF SAID SUBDIVISION; THENCE S59°26'36"W, EXTENDING ACROSS SAID UNNAMED STREET AND ACROSS A PORTION OF SAID BLOCK I FOR 231.98 FEET; THENCE S 11 °26' 52"W ACROSS SAID BLOCK I, FOR 152.53 FEET TO AN INTERSECTION WITH A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 25.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S65° 30'22"W, ALSO BEING THE NORTHERLY LINE OF AN UNNAMED STREET AS SHOWN ON SAID PLAT; THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT AND ALONG THE SOUTHERLY LINE OF SAID BLOCK I THROUGH A CENTRAL ANGLE OF 21 °44' 50" (CHORD BEARING NL3° 37' 13"W) FOR AN ARC DISTANCE OF9.49 FEET TO A POINT OF TANGENCY; THENCE N02° 44'48"W, ALONG THE WESTERLY LINE OF BLOCK I, ALSO BEING THE EASTERLY LINE OF AN UNNAMED STREET (50' WIDE) AS SHOWN ON SAID PLAT, FOR 127.34 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID CURVE AND ALONG THE WESTERLY LINE OF SAID BLOCK I THROUGH A CENTRAL ANGLE OF 65°47' 00" (CHORD BEARING N35° 38' 18"W) FOR AN ARC DISTANCE OF 172.22 FEET TO A POINT OF TANGENCY; THENCE N68° 31 '48 "W ALONG THE WESTERLY LINE OF SAID BLOCK I AND THE EASTERLY LINE OF SAID UNNAMED STREET FOR 22.44 TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF25.00 FEET; THENCE CONTINUE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID BLOCK I AND SAID UNNAMED STREET THROUGH A CENTRAL ANGLE OF 94° 17'00" (CHORD BEARING N21 °23' L 8"W) FOR AN ARC DISTANCE OF 41.14 FEET TO A POINT OF TANGENCY; THENCE N25° 45' 12"E ALONG THE NORTHWESTERLY LINE OF SAID BLOCK I AND THE EASTERLY LINE OF SAID UNNAMED STREET FOR 95.36 FEET TO THE SOUTHWESTERLY MOST COMER OF LOT 7, BLOCK I OF SAID SUBDIVISION, BEING THE SOUTHWESTERLY MOST CORNER OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 2599 AT PAGE 781; THENCE N37° 42'07"E ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL FOR 102.22 FEET; THENCE N57° 33 '01 "E ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL FOR 29.41 FEET; THENCE S88 ° 03' 05"E ALONG THE SOUTHERLY LINE OF SAID PARCEL FOR 123.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 86,512 SQUARE FEET (1. 99 ACRES), MORE OR LESS.

PARCEL "Z" LEGAL DESCRIPTION (OWNED BY TOWN OF FORT MYERS BEACH)
FROM COUNTY DEED #2020000249474 RECORDED 10/16/2020
THIS "PARCEL" IS COMPRISED OF 3 SEPARATE LEGAL DESCRIPTIONS, EACH A PORTION OF THE OVERALL

PART 1:
A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AND BEING A PART OF BLOCK I OF WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1, BLOCK I OF SAID SUBDIVISION; THENCE N.88° 31'17"W. FOR 123.88 FEET; THENCE S.57° 04'49"W. FOR 29.41 FEET; THENCE S.37° 13'55"W. FOR 102.21 FEET TO THE SOUTHWESTERLY CORNER OF LOT 7 OF SAID BLOCK I; THENCE N.25° 17'00"E. ALONG THE WESTERLY LINE OF SAID BLOCK I FOR 150.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00'00" FOR 39.27 FEET TO THE NORTHERLY LINE OF SAID BLOCK I; THENCE S.64°43'00"E. ALONG THE NORTHERLY LINE OF SAID BLOCK I FOR 125.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD. BEARINGS ARE BASED ON THE NORTHERLY LINE OF BLOCK I AS BEARING S64°43'00"E. CONTAINING 6,313 SQUARE FEET (0.14 ACRES), MORE OR LESS.

PART 2:
A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AND BEING A PART OF BLOCK I OF WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1, BLOCK I OF SAID SUBDIVISION; THENCE S.64° 43'00"E. ALONG THE NORTH LINE OF SAID BLOCK I FOR 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00'00" FOR 39.27 FEET TO THE EASTERLY LINE OF SAID BLOCK I; THENCE S.25° 17'00"W. ALONG THE EASTERLY LINE OF SAID BLOCK I FOR 25.00 FEET TO THE SOUTHEASTERLY CORNER OF LOT 25 OF SAID BLOCK I; THENCE N.46° 16'54"W. FOR 158.11 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD. BEARINGS ARE BASED ON THE NORTHERLY LINE OF BLOCK I AS BEARING S64°43'00"E. CONTAINING 3,616 SQUARE FEET (0.08 ACRES), MORE OR LESS.

PART 3:
A PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE LYING IN SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST, AND BEING A PART OF BLOCK J OF WINKLER SUBDIVISION, AS RECORDED IN PLAT BOOK 8 AT PAGE 45, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 1, BLOCK J OF SAID SUBDIVISION; THENCE S.64° 43'00"E. ALONG THE NORTHERLY LINE OF SAID BLOCK FOR 40.00 FEET; THENCE S.25° 17'00"W. FOR 105.00 FEET; THENCE N.57° 35'30"W. FOR 40.31 FEET; THENCE N.49° 56'29"W. FOR 155.13 FEET TO THE WESTERLY LINE OF SAID BLOCK; THENCE N.25° 1 ?'00"E. ALONG THE WESTERLY LINE OF SAID BLOCK FOR 35.44 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00'00" FOR 39.27 FEET TO THE NORTHERLY LINE OF SAID BLOCK; THENCE S.64° 43'00"E. ALONG THE NORTHERLY LINE OF SAID BLOCK FOR 125.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY. BEARINGS ARE BASED ON THE NORTHERLY LINE OF BLOCK J AS BEARING S64°43'00"E. CONTAINING 16,000 SQUARE FEET (0.37 ACRES), MORE OR LESS.

EXHIBIT C

(Shared Use Schedule)

Facility: Gym

Reserve for Ft. Myers Beach Elementary students for basketball and other indoor activities during the following dates/times:

August, September, October,

November, and December — Every Wednesday from 8 am to 2 pm

May, June — Every Wednesday from 8 am to 2 pm

Facility: Soccer Field

Reserve for Ft. Myers Beach Elementary students for soccer and other activities on the field during the following dates/times:

January and February — Every Wednesday from 8 am to 2 pm

1st Friday in December (Field Day) — 8 am to 2 pm

Last Full Day of each School Year - date TBD

(End of Year "Family Day") — 7 am to 2 pm

Facility: Softball Field

Reserve for Ft. Myers Beach Elementary students for softball and other activities on the field during the following dates/times:

March — Every Wednesday from 8 am to 2 pm

Facility: Tennis Courts

Reserve for Ft. Myers Beach Elementary students for tennis and other activities on the courts during the following dates/times:

April — Every Wednesday from 8 am to 2 pm

Agenda Item Details

Meeting	May 09, 2023 - School Board Meeting Agenda 6:00 PM
Category	N. Unfinished Business/Tabled Items
Subject	1. Copy of L.10. - GOOD CAUSE - Approval for the Superintendent to Provide Total Project Cost Information for the Restoration of Fort Myers Beach Elementary School and the Interlocal Agreement with the Town of Fort Myers Beach
Type	Action
Fiscal Impact	Yes
Dollar Amount	5,800,000.00
Budgeted	Yes
Budget Source	Funding is to be covered from Hurricane Ian funds which are transferred from Capital funding sources until reimbursed by Insurance or FEMA
Recommended Action	Approval for the Superintendent to Provide Total Project Cost Information for the Restoration of Fort Myers Beach Elementary School and the Interlocal Agreement with the Town of Fort Myers Beach. The "Effective Date" of this Agreement shall be the date on which the latter of the School Board or the Town executes this Agreement and delivers a copy to the other Party. The Parties agree that this ILA, including all its terms, covenants, conditions, and restrictions, shall continue in force and effect for a term of four (4) years. The parties may extend the terms of this agreement by mutual written agreement. Approval authorizes the Superintendent to execute all related documents.

This item directs the Superintendent to move forward with providing the Board a total project cost for the restoration of the historical building and phase one of the elementary school campus for Fort Myers Beach Elementary School. Site improvements for the phased elementary campus are limited to a budget of $5.8 million dollars. On February 22, 2023 and March 28, 2023, the Board was presented with options regarding the Long Term Recovery considerations for the campus that includes restoration of the historic building, and phased building of additional facilities as student enrollment merits. A Interlocal Agreement (ILA) between the Town of Fort Myers Beach and the School Board of Lee County was negotiated and is attached below.

The purpose of the Agreement is to set forth terms and conditions acceptable to the Parties, to accomplish the initiatives enumerated herein, including the re-build and continuing operation of FMBE for students from grades K-5. The "Effective Date" of this Agreement shall be the date on which the latter of the School Board or the Town executes this Agreement and delivers a copy to the other Party. The Parties agree that this ILA, including all its terms, covenants, conditions, and restrictions, shall continue in force and effect for a term of four (4) years. The parties may extend the terms of this agreement by mutual written agreement.

The Parties agree to the following implementation schedule:

Phase I

a. The School Board shall be responsible for renovating the Historic Building to meet the temporary needs of the current enrollment, approximately fifty-two (52) students, by the fall semester of 2023.

b. Thereafter, by fiscal year 2024-2025, the School Board shall build additional FMBE facilities to accommodate a permanent kitchen/café.

c. Also, by fiscal year 2024-2025 and in compliance with applicable law, regulation, and policy, SREF, and building code the School Board shall improve the Historic Building with additional classroom space to accommodate the

growth in student enrollment not to exceed 80 student stations.

Phase II

a. The School Board shall design and construct additional facilities in compliance with applicable law, regulation, and policy, SREF, and building code to accommodate the growth in student enrollment not to exceed 150 student stations. Said cost shall be borne by the School Board for fiscal years 2023-2024, 2024-2025, 2025-2026, 2026-2027.

b. If FMBE's student enrollment meets the threshold that FMBE can sustain itself at the same level as the other Barrier Island Schools based on the Cost Per Student Report, the School Board shall continue to operate FMBE in compliance with applicable law, regulation, and regulations policy.

There are 3 PDF attachments.

5/5/2023 - Addition of item.
5/8/2023 - Revision of item to include additional verbiage.

[Contact Person: Jeff Wagner, Chief Operations Officer]

Board Meeting -FMB 2.22.23.pptx.pdf (1,535 KB)

FMB Options 3.28.2023.pdf (773 KB)

FMBE ILA - 2023-2027 - signed by BA.pdf (691 KB)

Motion & Voting

Approval for the Superintendent to Provide Total Project Cost Information for the Restoration of Fort Myers Beach Elementary School and the Interlocal Agreement with the Town of Fort Myers Beach. The "Effective Date" of this Agreement shall be the date on which the latter of the School Board or the Town executes this Agreement and delivers a copy to the other Party. The Parties agree that this ILA, including all its terms, covenants, conditions, and restrictions, shall continue in force and effect for a term of four (4) years. The parties may extend the terms of this agreement by mutual written agreement. Approval authorizes the Superintendent to execute all related documents.

Motion by Chris Patricca, second by Debbie Jordan.
Final Resolution: Motion Carried
Yea: Cathleen Morgan, Chris Patricca, Melisa Giovannelli, Debbie Jordan, Samuel Fisher, Jada Fleming, Armor Persons

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-116**

1. **Request:**

Meeting Date: November 17, 2025

Selection of Town Council Members to Serve as Representatives to the Town's six Advisory Boards/Committees

Why the action is necessary:

It is the policy of the Town Council to reorganize annually and designate a liaison to each of the Town's advisory boards or committees.

What the action accomplishes:

2. **Agenda:**
COUNCILMEMBERS ITEMS AND REPORTS

3. **Requirement/Purpose:**
Other

4. **Submitter of Information:**

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5. **Background:**

In accordance with Town Council Policies and Procedures, Council reorganization takes place at the first meeting after the second Tuesday in November. The reorganization may include designating a liaison to the Town's advisory committees. Whenever Town Council is called upon to make committee determinations, the Council should confirm its desire to continue its current committee structure.

The scope of each committee is listed as follows:

Anchorage Advisory Committee. Current liaison: Vice Mayor Atterholt
Advises Town Council and staff on all issues pertaining to the Town's public mooring field.

Audit Committee. Current liaison: Council Member Safford
To serve in an advisory capacity to the Town Council in the election of an auditor to conduct the Town's annual financial audit and for other purposes as directed by Town Council.

Bay Oaks Recreational Campus Advisory Board. Current liaison: Council Member Woodson
To serve the Town as a community center and recreational facility, providing individuals with social and community activities and events for both residents and visitors.

Cultural and Environmental Learning Center Advisory Board. Current liaison: Council Member Atterholt
Oversees the Mound House and Newton Park; the goals are to manage and promote the cultural, historical and environmental resources of Fort Myers Beach.

Marine & Environmental Resources Task Force. Current liaison: Council Member King
To promote stewardship of our marine resources, to stop further damage and to rehabilitate Estero Bay and its surrounding waters, wildlife, plant life and air/water quality.

Public Safety Committee. Current liaison: Mayor Allers
To address any safety and transportation issues specifically assigned to the committee by the Town Council for the purpose of the health, safety and welfare of the citizens and visitors to the Town.

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 11/7/2025
nancy stuparich, Town Attorney	Approved - 11/8/2025
Amy Baker, Town Clerk	Approved - 11/10/2025
William McKannay, Town Manager	Final Approval - 11/10/2025

Town of Fort Myers Beach
Agenda Item Summary Blue Sheet Number: **2026-115**

1. **Request:** **Meeting Date: November 17, 2025**

Designation of a Council representative and alternate to the seven outside committees on which Council members have previously served.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:** COUNCILMEMBERS ITEMS AND REPORTS

3. **Requirement/Purpose:**

4. **Submitter of Information:**

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5. **Background:**

Reorganization of the Council includes selecting regular and alternate committee representatives for committees that are influential in decision making that affects the interests of the Town. The committees include:

Coastal and Heartland National Estuary Partnership - Policy Committee:
https://www.chnep.org
A partnership of citizens and elected officials, and resource managers working together to protect and restore water and wildlife habitat in Central and Southwest Florida. The Policy Committee establishes the general policy for the CHNEP, has authority over program administration, appoints members to other committees and approves the CHNEP's budget. Meets January 26, 2023, May 25, 2023 and September 21, 2023. Current representation : Council Member King, alternate **TBD**.

Coastal Advisory Committee:
http://www.leegov.com/naturalresources/marine/beachmgmnt/CAC
A Lee County government committee that advises the BoCC, staff and various related advisory boards when proceeding with a project affecting beach and shoreline preservation regarding the proper methods of helping to conserve the beaches of Lee County. Meets periodically throughout the year, usually on the 4th Monday; current representation: Town Environmental Projects Manager Chadd Chustz, alternate **TBD**.

Fort Myers Beach Elementary School Youth Council:
Current representation: Mayor Allers

Horizon Council: http://www.leecountybusiness.com/horizon-council
A Lee County Economic Development Office committee that advises the BoCC on economic development issues; current representation: Council Member Woodson

Metropolitan Planning Organization: http://leempo.com
A Lee County BoCC committee that provides regional leadership addressing long term challenges and opportunities facing Southwest Florida. Meets monthly, 3rd Friday of the month; current representation: Council Member King, alternate Council Member **TBD**

Southwest Florida Regional Planning Council: http://www.swfrpc.org
A self-governed committee that provides regional leadership addressing long-term challenges

and opportunities facing Southwest Florida. Meets 3rd Thursday of the month; current representation: Planning & Zoning staff. The Town receives reports upon request.

Southwest Florida Resiliency Coalition: https://www.fgcu.edu/swflresiliencycoalition/
The Coalition unites county and municipal governments (within the counties of Charlotte, Lee, and Collier) with natural and cultural resource managers to analyze the region's vulnerability to the effects of climate change (e.g., sea-level rise, storminess, warming, extremes in precipitation), and to adaptively plan for or mitigate its consequences through the identification and implementation of best practices. The Coalition is further committed to engaging the public through education and participation in the decision-making process. Current representation: Community Services Director Hauge.

Tourist Development Council: https://www.leevcb.com/tourist-development-council
Membership on the Tourist Development Council includes one seat which rotates every two years between the City of Sanibel and the Town of Fort Myers Beach. Currently, the Town holds that seat, which will expire June 30, 2024. The TDC typically meets on the second Tuesday of each month. The Town Council shall appoint one elected official to serve as the Town's representative: Current representation: Mayor Allers, alternate **TBD**.

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 11/6/2025
nancy stuparich, Town Attorney	Approved - 11/6/2025
Joe Onzick, Finance Director	Approved - 11/7/2025
Amy Baker, Town Clerk	Approved - 11/7/2025
William McKannay, Town Manager	Final Approval - 11/10/2025