



Fort Myers Beach Town Council

**Town Hall Council Chambers
6231 Estero Boulevard
Fort Myers Beach, FL 33931
Monday, December 1, 2025**

Agenda

9:00 AM

ORDER OF BUSINESS

- I. CALL TO ORDER**
- II. INVOCATION**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF FINAL AGENDA**
- V. PUBLIC COMMENT**
- VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS**
- VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS**

A. Anchorage Advisory Committee (AAC)

VIII. APPROVAL OF MINUTES

A. Town Council - November 17, 2025

IX. CONSENT AGENDA

A. Resolutions 25-337 through 25-341; Extension of Local Emergency - Tropical Storm Debby

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

B. Resolutions 25-342 through 25-346; 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.

- C. Resolutions 25-347 through 25-351; 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.

X. ITEMS REMOVED FROM CONSENT AGENDA

XI. PUBLIC HEARINGS

- A. Ordinance 25-27; Certified Recovery Residences

This legislative agenda item is a Second Reading and Public Hearing on proposed Ordinance 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 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.

B. Ordinance 24-10: Comprehensive Plan

This legislative agenda item is a Second Reading and Public Hearing on proposed Ordinance 24-10 (Continued from November 17, 2025)

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.

C. Resolution 25-352; Live Local Act Property Tax Exemption

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLA. STAT., ELECTING TO NOT EXEMPT PROPERTY FROM AD VALOREM PROPERTY TAX UNDER SECTION 196.1978(3)(d)1.a., FLA. STAT., COMMONLY KNOWN AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION"; PROVIDING FOR INCORPORATION OF RECITALS, REQUIRED FINDINGS, DIRECTION TO THE MAYOR, DIRECTION TO THE TOWN MANAGER, APPLICABILITY, SEVERABILITY, AND A CONDITIONAL EFFECTIVE DATE.

XII. ADMINISTRATIVE AGENDA

A. Resolution 25-332, Updated Banking Signatory Authorities

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA UPDATING AND AUTHORIZING TOWN OFFICIALS' ACCESS AND AUTHORITY ON CERTAIN TOWN BANK ACCOUNTS WITH FIRST FOUNDATION BANK AND INVESTMENTS WITH THE FLORIDA MUNICIPAL INVESTMENT TRUST; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Resolution 25-330; South Water Tower Appropriation Grant

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER TO EXECUTE AND ADMINISTER A GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION THROUGH THE

FY25-26 STATE APPROPRIATIONS FOR THE SOUTH WATER TOWER RENOVATIONS AND MITIGATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE RELATED DOCUMENTS NEEDED TO IMPLEMENT AND ADMINISTER THE GRANT AND PROGRAMS; PROVIDING AN EFFECTIVE DATE.

- C. Resolution 25-329, Tyler Technologies First Amendment to Implement Tyler Munis

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE EXISTING THREE-YEAR CONTRACT WITH TYLER TECHNOLOGIES, AS AMENDED BY ADDENDUM ON DECEMBER 23, 2024, TO PROVIDE SOFTWARE AS A SERVICE (SAAS) AND ANNUAL SUPPORT AND IMPLEMENTATION SERVICES TO REPLACE THE TOWN'S FINANCIAL AND ACCOUNTING SOFTWARE WITH TYLER MUNIS INSTEAD OF TYLER ERP PRO, REPRESENTING AN INITIAL STARTUP FEE INCREASE OF \$17,100 AND ANNUAL RECURRING FEE INCREASE OF \$1,613; AUTHORIZING THE NEEDED BUDGET AMENDMENT TO REFLECT THIS CHANGE; INCLUDING ADDITIONAL CONTRACT LANGUAGE REQUIRED BY FLORIDA STATUTES CONCERNING BREACH OF CONTRACT DURING A STATE OF EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

- D. Resolution 25-331, RFP-26-01-PW; Fort Myers Beach Landscaping and Irrigation

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AWARDING RFP-26-01-PW TO TIDEWATER LANDSCAPE, AS THE MOST RESPONSIVE AND RESPONSIBLE BIDDER TO COMPLETE LANDSCAPING AND IRRIGATION REPAIRS TO RESIDENTIAL AND/OR COMMUNITY YARDS DAMAGED BY UTILITY WORK AS RECOMMENDED BY THE SELECTION ADVISORY COMMITTEE; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND PREPARE AN AGREEMENT FOR THE RECOMMENDED SERVICES SUBJECT TO LEGAL REVIEW; AUTHORIZING THE TOWN MANAGER TO SIGN THE AGREEMENT; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE

XIII. FINAL PUBLIC COMMENT

XIV. TOWN MANAGER'S ITEMS

XV. TOWN ATTORNEY'S ITEMS

XVI. COUNCILMEMBERS ITEMS AND REPORTS

XVII. ADJOURNMENT

NOTE: THIS MEETING IS STREAMED LIVE ON [YOUTUBE](#).

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



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

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

FMB Anchorage Advisory Committee

Proposed Roles and Responsibilities

(For addition/update to existing Town Ordinance)

AAC Purpose

- The Anchorage Advisory Committee shall advise the Town Council concerning all matters relevant to the management and use of the waters of the town for mooring, anchoring and navigation.

AAC Limitations

- The AAC is an ADVISORY Committee to the Town Council. Neither the AAC nor any individual member of the committee shall give orders to any officer or employee of the town or interfere with staff members' performance of duties. Recommendations for improvement in the town government operations shall come through the town manager.

Maritime Operations Overview

- Maritime Operations is a division of the Town's Department of Community Development.
- Maritime Operations encompasses management and operations of the Matanzas Mooring Field, maritime (canals, markers, channels, docking, boat ramps), beaches (renourishment, beach access, lagoons), and environmental (wildlife, vegetation, trees, wetlands, water quality).
- "Waters of Fort Myers Beach" encompass all waters within 1000 feet of the Island.

Documents pertaining to the Anchorage Advisory Committee:

1. *Submerged Land Lease Agreement*– 11/26/2022 through November 26,2032
2. *Code of Ordinances*– Sec. 2-93 – August 25, 2025
 - Ord. No 00-14, S9, 6-29-2000; Ord. No -02-05, S9, 6-24-2002
3. *Town of Fort Myers Beach Matanzas Mooring Field Management Plan*– Adopted February 2018; Amended February 2021
 - No AAC duties are included.

Appendix I includes duties and responsibilities for the Harbormaster or Designee

4. *Matanzas Harbor Municipal Mooring Field Strategic Action Plan* – October 21, 2020;
Amended February 16, 2022

AAC Responsibilities

Review and analyze plans, reports and proposals.

- Ensure the Matanzas Harbor Management Plan is up to date and reflects community needs.
- Evaluate conditions/proposals pertaining to the waters of Fort Myers Beach.
- Review proposals related to changes to the field and facilities.
- Review monthly reports on occupancy and financials.

Provide feedback and recommendations based on community needs, priorities and opportunities.

- Participate in planning sessions to develop marketing plans, facility enhancement plans, investigations into alternate facility locations.
- Assess the performance of the Harbormaster annually -- provide feedback.
- Provide advice and direction regarding Mooring Field operations and challenges.

Monitor progress and outcomes of projects.

- Report derelict vessels and other water hazards to the Harbormaster.
- Monitor Mooring Field operations and advise Council on state of operations of the field and facilities.
- Monitor pump out facility use in the Mooring Field and throughout the canals and waters of FMB.

Advocate for resources, support and promotion.

- Make sure the Mooring Field is adequately resourced to deliver benefits to the community supporting Tourism, providing Safe Harbor of vessels, protecting our Marine Environment and ensuring Public Safety.
- Organize and/or participate in events and promotional activities in support of Mooring Field operations.

Perform any other duties which lawfully may be assigned to it by resolution of the Town Council, such as, but not limited to, the review, holding of public hearings and making recommendations to the Town, on regulations, codes and other documents, as may be necessary to promote public safety.



Fort Myers Beach Town Council

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

Minutes

Monday, November 17,
2025

9:00 AM

DRAFT

ORDER OF BUSINESS

I. CALL TO ORDER

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

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. ACCEPTANCE OF CERTIFIED ELECTION RESULTS

Public comment:

Terry Shubert, resident, was pleased that people represented the community and spoke up. He hoped the two new people would represent the town as the rest did. Steve Antonucci, resident, was part of the recall committee and the people were very sincere in their feelings that the two did not represent the community. He said the people knew what they voted for when they signed the petitions.

Steve Johnson, resident, described the recall process and noted that the electorate has spoken. He did not think it was fair that Council Member King continued to sit in his seat because of a technicality. He discussed the issue with PAC money.

Public comment closed.

- 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.

Mayor Allers read the title of the resolution.

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

The motion carried 4-0, with Council Member Woodson abstaining.

- 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.

Mayor Allers read the title of the resolution.

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

The motion carried 4-0, with Council Member Woodson abstaining.

Council Member Woodson read a letter before stepping aside.

V. INAUGURATION

- A. Oath of Office

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

Town Clerk Amy Baker swore in Rebecca Link.

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

Council Member Safford nominated Dan Allers as Mayor. He accepted the nomination.

The motion carried unanimously.

Mayor Allers nominated Scott Safford as Vice Mayor. He accepted the nomination.

The motion carried unanimously.

VII. APPROVAL OF FINAL AGENDA

Add a resolution for FPL to the Administrative Agenda as item H. Jennifer Rusk from the Marine and Environmental Resources Task Force (MERTF) advisory committee will speak under XI. Advisory Committees. Continue Item F. to December 1, 2025.

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

The motion carried unanimously.

VIII. PUBLIC COMMENT

Terri Cain, resident, congratulated Rebecca Link and Tom Brady for being a part

of the recall effort. She noted the job of council members was to listen to people and compromise for the greater good of the community. The recall came about because they failed to listen to the community and to follow the comprehensive plan. She begged them to follow the plan.

Terry Shubert, resident, asked how they could attract businesses back to the island.

IX. PRESENTATIONS

A. Strategic Planning

An update on the Strategic Plan

Angela Crist, Director of the Florida Institute of Government, utilized PowerPoint for her presentation. She noted that Tina Fischer was appearing virtually. Slides included Strategic Partners, Today's Agenda, Methodology, Project Plan and Timeline, Town Council Kick-Off Highlights, Resident Feedback Survey, Community Forum I - May 28, 2025, Community Forum II - June 12, 2025, Employee Survey, Employee Focus Group, Call to Action & Next Steps and Closing Thoughts.

Ms. Crist noted that the comp plan was one piece of the strategic plan.

X. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member King recognized The Whale on their grand opening and the Illumination Parade.

Council Member Atterholt thanked Town Clerk Baker for the beautiful prayer and Karen Woodson for her service and welcomed Rebecca Link. He congratulated his son and daughter-in-law on the birth of his first grandson.

Council Member Link thanked those who took the time to get her up to speed. Vice Mayor Safford welcomed Council Member Link and thanked Council Member Atterholt for being a true leader and it was his honor to serve as Vice Mayor. He recognized the pickleball tournament for the Beach Kids Foundation and noted it was well attended.

Mayor Allers welcomed Rebecca and thanked Karen for her service. He thanked Council Member Atterholt for working alongside him and congratulated him on his new grandson. He congratulated The Whale and noted the Illumination Parade was fun.

XI. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

MERTF Member Jennifer Rusk reported that MERTF voted to print 20,000 more children's books. She thanked those involved in the book and the donors. She asked the town council for their approval to order the books and thanked the Library for storing the boxes. She received consensus. She will be at the sand sculpting event on December 22, 2025, from 10:00 a.m. to 5:00 p.m.

A. Public Safety Committee (PSC)

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

No discussion.

B. Anchorage Advisory Committee (AAC)

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

No discussion.

XII. APPROVAL OF MINUTES

A. Town Council - October 20, 2025

Change Chair and Vice Chair on page 1 to Mayor and Vice Mayor.

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

The motion carried unanimously.

B. Town Council - November 3, 2025

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

The motion carried unanimously.

XIII. CONSENT AGENDA

XIV. ITEMS REMOVED FROM CONSENT AGENDA

XV. 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 25-21: 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.

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

Renee Oij with Sign Permits Plus described her experience in her field. Mayor Allers moved to accept Ms. Oij as an expert in her field.

The motion carried unanimously.

The property owner confirmed receipt of the agenda materials.

Community Development Planner Jason Green reviewed the background of the request as stated on the blue sheet. Staff recommended approval with conditions.

Ms. Oij stated that the property owner wished to add a small logo on the side and rear of the building due to the building's location. The signs will not be illuminated. She described visibility issues at the front of the building and the setback from Estero Blvd. The design of the signs was compatible with the building and consistent with the neighborhood.

No public comment.

Council Member Atterholt moved to approve the ordinance, seconded by Vice Mayor Safford.

The motion carried unanimously by roll call vote.

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/PROVING 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.

Mayor Allers read the title of the ordinance.

Planner Green reviewed the background of the request as stated on the blue sheet. Staff recommended approval with conditions, and the LPA (Local Planning Agency) unanimously recommended approval.

Keith Long, attorney, represented the Cottages at Myerside LLC. He requested an outdoor amendment to include the schedule of uses for the outdoor COP (Consumption on Premises) component of the approved restaurant. Details are included in the agenda packet. The rooftop area will be limited to hotel guests. The restaurant would be situated away from the school and it was more than 500 feet away.

Mayor Allers asked whether the applicant agreed to changing the hours of the amplified music. Mr. Long replied that they were open to a discussion. Mayor Allers suggested 11:00 a.m. for the amplification and consumption. Mr. Long clarified that the music was not live; it was piped in and they were amenable to no live music during normal school hours. Mr. Long described the challenges of enforcing COP outdoors at 11:00 a.m., while allowing it indoors at 8:00 a.m.

Public comment:

Bill Veach, resident, was concerned about the property being close to the school and serving alcohol. He mentioned noise and the intent of not having live music. He suggested clarifying no live music in the ordinance.

Public comment closed.

Mr. Long did not think the request would be an indictment of the school's future prospects.

Mayor Allers suggested changing the COP hours to 11:00 a.m. to 10 p.m. and adding that no outside live music be allowed during normal school business hours. Vice Mayor Safford felt that limiting alcohol to 11:00 a.m. was too much, but did not have a problem limiting live music. Council Member Atterholt suggested no live music while the school was open and allow the hotel to serve alcohol at 8:00 a.m. Council Member Link supported no music during school and COP from 11:00 a.m. to 10 p.m. Council Member King agreed with Council Member Atterholt's compromise.

Vice Mayor Safford moved to move the ordinance to a second hearing with Council Member Atterholt's condition that the project would not be allowed to have live music while the school was open, seconded by Council Member Atterholt.

Mayor Allers clarified that they could have live music when school was not in session. Mr. Long stated there would be no live music, so that was not an issue.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the ordinance. Ex parte communications: Council Member Link received an email from Mr. Vanasse and Council Members Atterholt and King and Mayor Allers received an email from the Neighborhood Company, but no communication.

The property owner confirmed receipt of the agenda materials.

Planner Green reviewed the background of the request as stated on the blue sheet. The LPA unanimously recommended approval and staff found it consistent with the comp plan and LDC.

Mayor Allers moved to recognize Patrick Vanasse and his team as experts in their fields, seconded by Council Member Atterholt.

The motion carried unanimously.

Mr. Vanasse utilized PowerPoint for his presentation. Slides included Background & Request, Background, Request, Property Location, Renderings, Ground Floor Layout, Second & Third Floor Layout, Site Plan, Floor Area Ratio, Height and Findings. Mr. Vanasse distributed the revised Development Agreement.

Richard Aiken, attorney, reviewed the redline changes in the agreement.

Mr. Vanasse noted that conversations regarding construction staging have not yet occurred. Albert Dambrose commented that staging details would have to be worked out collaboratively.

No public comment.

Mayor Allers moved to approve the ordinance and move it to a second reading on December 15, 2025, at 9:00 a.m., seconded by Vice Mayor Safford.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Ex parte communications: Vice Mayor Safford had conversations with the owner and several favorable emails and Council Members Atterholt and King and Mayor Allers received favorable emails. No disclosure from Council Member Link.

Planner Green reviewed the background of the request as stated on the blue sheet. The LPA and staff recommended approval with conditions.

Kara Stewart represented the owner and noted they would like to allow beer and wine on the outside patio. She described the family entertainment center.

No public comment.

Mayor Allers moved to approve the resolution with the conditions stated, seconded by Council Member Atterholt.

The motion carried unanimously by roll call vote.

- 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.

Mayor Allers read the title of the ordinance.

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

Council Member Link asked about refunding fees at a 6% interest rate. Planner Green replied that the interest rate could be amended to interest-earned or a percentage to reflect the cost of doing business.

No public comment.

Mayor Allers moved to approve the ordinance with the proposed amendment, seconded by Council Member Link.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the ordinance.

Public comment:

Terri Cain, resident, thanked the town council for reviewing the item again, especially the conservation element. She noted that environmentally critical zones were removed from the plan and she was very upset. She hoped they could have a community meeting.

Ray Murphy, resident, echoed Terri Cain's comments. He described the charrettes they used to have at Bay Oaks to discuss the plan. He discussed transparency and public involvement.

Public comment closed.

Vice Mayor Safford moved to continue this to December 1, 2025, seconded by Mayor Allers.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the ordinance.

Planner Green reviewed the background of the request as stated on the blue sheet. He noted that it followed a streamlined process adopted for similar variances.

No public comment.

Mayor Allers moved to approve the ordinance and move it to a second reading on December 15, 2025, at 9:00 a.m., seconded by Council Member Atterholt.

The motion carried unanimously by roll call vote.

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.

Mayor Allers read the title of the resolution. Vice Mayor Safford indicated that it codified how unexcused absences were handled. Town Attorney Stuparich added that this resolution included the information from the prior resolution, with the different language underlined.

Vice Mayor Safford moved to approve the resolution, seconded by Council Member Atterholt.

The motion carried unanimously by roll call vote.

- 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.

Mayor Allers read the title of the resolution. Town Manager McKannay commented that 23 of 32 contracts had been approved and commended staff for negotiating them. He will provide Council Member Link with the method and scoresheets used.

Council Member Atterholt moved to approve the resolution, seconded by Council Member Link.

The motion carried unanimously by roll call vote.

- 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

Mayor Allers read the title of the resolution. Finance Director Joe Onzick reviewed the background of the request as stated on the blue sheet.

Vice Mayor Safford moved to approve the resolution, seconded by Council Member Link.

The motion carried unanimously by roll call vote.

- 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.

Mayor Allers read the title of the resolution. President of the Fort Myers Beach Chamber of Commerce, Jackie Liszak, stated that they have secured the 123-day alcohol permits for the event. She reviewed the event details and noted that admission on Thursday, November 20, 2025, was free.

Tickets for the remainder of the event can be purchased online. She encouraged everyone to attend and noted they could use additional volunteers.

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

The motion carried unanimously by roll call vote.

E. Resolution 25-326; Amendment #1 to FPL

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE STATEMENT OF WORK WITH FPL ENERGY SERVICES, INC. AMENDING SECTION 1; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution.

Community Services Director Jeff Hauge reviewed the background of the request as stated on the blue sheet. He noted that the new pole locations had to be approved.

Mayor Allers moved to approve the resolution, seconded by Vice Mayor Safford.

The motion carried unanimously by roll call vote.

XVII. FINAL PUBLIC COMMENT

No public comment.

XVIII. TOWN MANAGER'S ITEMS

Town Manager McKannay proposed scheduling a joint meeting with the LPA to discuss the comp plan on November 25, 2025, at 9:00 a.m. at Town Hall. Town Council members agreed.

He reported that Senator Scott's staff will hold office hours at the town hall on November 24, 2025, from 11:00 a.m. to 1:00 p.m.

The town will officially come off FEMA probation tomorrow and the CAV will be closed. He thanked Deputy Town Manager Traci Kohler and staff for their hard

work and the community for addressing all the concerns and getting properties into compliance. He thanked FEMA for working with them. He cautioned everyone that it was an ongoing process and properties still needed to come into compliance. Manager Kohler stated they were 81% compliant and continuing the work. She did not know what the CRS (Community Rating System) discount would be yet. Council members congratulated Manager Kohler and everyone involved.

A. Fort Myers Beach Elementary

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

Town Manager McKanny noted that late Friday, he received a response from the Lee County school district regarding the first proposal at the conflict assessment meeting. They were prepared to convey the historic building to the town rather than a long-term lease and they would like to discuss subdividing the property. They offered to assist in operating a charter school, but a portion of the FEMA relief funding would not be possible, as it had already been allocated to pay their LAP loan. Town Manager McKannay requested access to the building as soon as possible to conduct an assessment of the condition.

Council Member Atterholt was stunned by their response: giving them the old school building, but not any money to build a new one. He noted it was unacceptable and they did not appear to be dealing in good faith because they had already promised to build a \$6 million cafeteria and it was in their budget.

Mayor Allers thought it was a slap in the face, insulting and not an offer of negotiation. He thought they had ulterior motives with the land. He suggested that they give the town \$6 million to build back something and give them the land. He asked the board to do what they said they would do.

Council Member King agreed that the town negotiated in good faith and it was sad on the part of the school district. He was very disappointed.

Mayor Allers suggested directing staff to tell their staff to take it to the school board to make a decision.

Town Manager McKannay will have discussions with staff and speak with legal counsel. He will request that they bring it to their board for a vote. He added that the letter was available to the public.

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.

Mayor Allers read the title of the resolution.

Council Member Atterholt moved to approve the resolution, seconded by Vice Mayor Safford.

The motion carried unanimously by roll call vote.

XX. COUNCILMEMBERS ITEMS AND REPORTS

Council Member King reported that the Metropolitan Planning Organization (MPO) sent out a survey and asked council members to respond. The topic was combining the Lee County MPO with the Collier County MPO. He had a feeling that Lee County would be dropped. He reported that the Coastal and Heartland National Estuary Partnership (CHNEP) has federal funding to potentially assist the town's natural resource projects. Funds could range from \$100,000 to \$500,000. Town Manager McKannay commented that Environmental Projects Manager Chadd Chustz was looking into it and would provide recommendations. Council Member King was appointed to the Florida League of Cities 2025 legislative committee that will meet on December 5 and 6, 2025. He will try to use that opportunity to change the state's recall statute.

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

AAC - Council Member Atterholt

Audit Committee - Vice Mayor Safford

BORCAB - Council Member Link

CELCAB - Vice Mayor Atterholt

MERTF - Council Member King

PSC - Mayor Allers

Charter Review Committee - Vice Mayor Safford

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

Coastal and Heartland National Estuary Partnership Policy Committee -

Council Member King

Coastal Advisory Committee - Manager Chustz

Fort Myers Beach Elementary School Youth Council - Mayor Allers

Horizon Council - Mayor Allers

MPO - Council Member King

Southwest Florida Regional Planning Council - staff

Southwest Florida Resilient Coalition - Director Hauge

TDC - Vice Mayor Safford

XXI. ADJOURNMENT

Council Member King moved to adjourn. Mayor Allers adjourned the meeting at 1:11 p.m.

1. **Request:**

Meeting Date: December 1, 2025

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

Why the action is necessary:

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

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Lizzette Roman, Town Clerk
Administrative Coordinator

5. **Background:**

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

Attachments:

1. 25-337, Extension of Local Emergency - Debby 12.02.25 - 12.08.25
2. 25-338, Extension of Local Emergency - Debby 12.09.25 - 12.15.25
3. 25-339, Extension of Local Emergency - Debby 12.16.25 - 12.22.25
4. 25-340, Extension of Local Emergency - Debby 12.23.25 - 12.29.25
5. 25-341, Extension of Local Emergency - Debby 12.30.25 - 01.05.26

Financial Impact:

6. **Alternative Action**

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

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Lizzette Roman, Town Clerk Administrative Coordinator
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 11/21/2025
Approved - 11/24/2025
Approved - 11/24/2025
Final Approval - 11/24/2025

RESOLUTION NUMBER 25-337

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 25-338

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 25-339

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 25-340

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 25-341

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

1. **Request:**

Meeting Date: December 1, 2025

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

Why the action is necessary:

Keeps the Local State of Emergency in effect for Hurricane Helene

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Lizzette Roman, Town Clerk
Administrative Coordinator

5. **Background:**

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

Attachments:

1. 25-342, Extension of Local Emergency - Helene 12.02.25 - 12.08.25
2. 25-343, Extension of Local Emergency - Helene 12.09.25 - 12.15.25
3. 25-344, Extension of Local Emergency - Helene 12.16.25 - 12.22.25
4. 25-345, Extension of Local Emergency - Helene 12.23.25 - 12.29.25
5. 25-346, Extension of Local Emergency - Helene 12.30.25 - 01.05.26

Financial Impact:

6. **Alternative Action**

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

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Lizzette Roman, Town Clerk Administrative Coordinator
Amy Baker, Town Clerk
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 11/21/2025
Approved - 11/21/2025
Approved - 11/24/2025
Approved - 11/24/2025
Final Approval - 11/24/2025

RESOLUTION NUMBER 25-342

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

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

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

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

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

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.
3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.
4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:
 - Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
 - Entering into contracts;
 - Incurring obligations;
 - Employment of permanent and temporary workers;
 - Utilization of volunteer workers;
 - Rental of equipment;
 - Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
 - Appropriation and expenditure of public funds
5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements” for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.
6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:
 - (a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

- (b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.
 - (c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.
 - (d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.
 - (e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.
 - (f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.
 - (g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.
 - (h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.
 - (i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
 - (j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.
7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:
- (a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.
 - (b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 25-343

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

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

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

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

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

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.
3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.
4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:
 - Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
 - Entering into contracts;
 - Incurring obligations;
 - Employment of permanent and temporary workers;
 - Utilization of volunteer workers;
 - Rental of equipment;
 - Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
 - Appropriation and expenditure of public funds
5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements” for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.
6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:
 - (a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

- (b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.
 - (c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.
 - (d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.
 - (e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.
 - (f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.
 - (g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.
 - (h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.
 - (i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
 - (j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.
7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:
- (a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.
 - (b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 25-344

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

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

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

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

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.
3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.
4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:
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 - Rental of equipment;
 - Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
 - Appropriation and expenditure of public funds
5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements” for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.
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 - (a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

- (b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.
 - (c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.
 - (d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.
 - (e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.
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7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:
- (a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.
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8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 25-345

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

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

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

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

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

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 - Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
 - Appropriation and expenditure of public funds
5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements” for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.
6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:
 - (a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

- (b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.
 - (c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.
 - (d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.
 - (e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.
 - (f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.
 - (g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.
 - (h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.
 - (i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
 - (j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.
7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:
- (a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.
 - (b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 25-346

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

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

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

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

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

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.
3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.
4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:
 - Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
 - Entering into contracts;
 - Incurring obligations;
 - Employment of permanent and temporary workers;
 - Utilization of volunteer workers;
 - Rental of equipment;
 - Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and
 - Appropriation and expenditure of public funds
5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements” for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.
6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:
 - (a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.

- (b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.
 - (c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.
 - (d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.
 - (e) To request state assistance or invoke emergency-related mutual-aid assistance pursuant to existing contracts and/or state or local law.
 - (f) To waive any procedures and formalities otherwise required of the town by law pertaining to performance of public work and/or the taking of whatever prudent action is necessary to ensure the health, safety, and welfare of the people of the town.
 - (g) To suspend or limit the sale, dispensing, or transportation of alcoholic beverages, firearms, explosives and/or combustibles.
 - (h) To utilize all available resources of the town government as reasonably necessary to cope with the emergency occasioned by the disaster.
 - (i) To make provisions for availability and use of temporary emergency housing and emergency warehousing of materials.
 - (j) Preceding or during the emergency, to call on the National Guard or the Army, Coast Guard or other law enforcement division or other agency as necessary to assist in the mitigation of the emergency or to help maintain law and order, rescue and traffic control.
7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:
- (a) It shall be unlawful and an offense against the town for any person to use the fresh water supplied by the county or local water company for any purpose other than cooking, drinking or bathing.
 - (b) It shall be unlawful for any person to be out and about on the public rights-of-way or other public areas of the town between the dusk and dawn, except for law enforcement officers, members of the town fire control district, emergency medical personnel, town councilmembers, other persons authorized by the town manager, and regular employees of local businesses while traveling to and from their jobs for their regular hours, providing such employees have in their possession personal identification and identification of the business by which they are employed.

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

1. **Request:**

Meeting Date: December 1, 2025

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

Why the action is necessary:

Keeps the Local State of Emergency in effect for Hurricane Milton

What the action accomplishes:

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Lizzette Roman, Town Clerk
Administrative Coordinator

5. **Background:**

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

Attachments:

1. 25-347, Extension of Local Emergency - Milton 12.02.25 - 12.08.25
2. 25-348, Extension of Local Emergency - Milton 12.09.25 - 12.15.25
3. 25-349, Extension of Local Emergency - Milton 12.16.25 - 12.22.25
4. 25-350, Extension of Local Emergency - Milton 12.23.25 - 12.29.25
5. 25-351, Extension of Local Emergency - Milton 12.30.25 - 01.05.26

Financial Impact:

6. **Alternative Action**

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

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

Lizzette Roman, Town Clerk Administrative Coordinator
Amy Baker, Town Clerk
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 11/21/2025
Approved - 11/21/2025
Approved - 11/24/2025
Approved - 11/24/2025
Final Approval - 11/24/2025

RESOLUTION NUMBER 25-347

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

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

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

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

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

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

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

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

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

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.
4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:
 - Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
 - Entering into contracts;
 - Incurring obligations;
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 - Utilization of volunteer workers;
 - Rental of equipment;
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 - Appropriation and expenditure of public funds
5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements” for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.
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SECTION 5. Direction to Implement. The Town Manager is directed to implement this Resolution.

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 25-348

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

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

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

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

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

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

1. The Town Manager, or designee, is authorized to take all actions necessary and appropriate to protect human life and property, including the promulgation of rules and orders as may be necessary subject to the limitations of Section 252.33, Florida Statutes. This resolution further authorizes the Town Manager, or designee, to utilize all lawful authority granted to the Town of Fort Myers Beach by Federal, State, County, or Town Emergency Management Laws, Rules, Regulations, Orders and, including, but not limited to, Section 252.46 and Section 252.38(3)(a)(1) through Section 252.38(3)(a)(5), Florida Statutes, inclusive.
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(d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.

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

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

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

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

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

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 25-349

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 25-350

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

RESOLUTION NUMBER 25-351

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

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

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

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

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

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

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

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

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

3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.
4. Pursuant to Section 252.38(3)(a)(5), Florida Statutes, the Town hereby exercises its authority and waives the procedures and formalities otherwise required of a political subdivision by law, pertaining to:
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 - Rental of equipment;
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5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements” for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.
6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:
 - (a) To appropriate and expend funds; make contracts; incur obligations; obtain and distribute equipment, materials, and supplies for emergency management purposes; provide for the health and safety of persons and property, including emergency assistance to victims of any emergency; and direct and coordinate the implementation of emergency management plans and programs in accordance with the requirements of state and federal law.
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(c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.

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

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8. Any person who refuses to comply with or violates any provision of this declaration of local emergency shall be guilty of a municipal violation. Each day of such violation shall constitute a separate offense. Nothing herein contained shall prevent the town from taking such other lawful action in any court of competent jurisdiction as is necessary to prevent or remedy any refusal to comply with, or violation of, this article or the emergency measures which may be made effective pursuant to this article. Such other lawful action shall include but shall not be limited to, an equitable action for injunctive relief or an action at law for damages. In addition, any person violating any rule or order issued pursuant to this Resolution or any person who willfully fails or refuses to comply with the order or orders of any duly authorized law enforcement officer or personnel charged with the responsibility for the enforcement of such orders shall, upon conviction therefore, be punished as provided by Section 252.50, Florida Statutes, and by such other laws as may be applicable to the offense.

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

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

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

ADOPTED this ____ day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

1. **Request:**

Meeting Date: December 1, 2025

This legislative agenda item is a Second Reading and Public Hearing on proposed Ordinance 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 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:**

Ordinance

4. **Submitter of Information:**

Jason Green, Community
Development Services

5. **Background:**

In 2025, the Florida Legislature created a 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. 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.). The Local Planning Agency found the proposed ordinance was consistent with the Comprehensive Plan. The Town Council approved the draft ordinance for second reading during its public hearing on November 17, 2025.

Attachments:

1. Final TC 2nd reading 25-27, Certified Recovery Residences (1)

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 11/17/2025
Approved - 11/17/2025
Approved - 11/18/2025
Approved - 11/21/2025
Final Approval - 11/24/2025

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 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.

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 a 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, 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 6 to 0 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 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, 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	_____
Scott Safford, Vice Mayor	_____
Jim Atterholt, Council Member	_____
John R. King, Council Member	_____
Rebecca Link, 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.

1. **Request:**

Meeting Date: December 1, 2025

This legislative agenda item is a Second Reading and Public Hearing on proposed Ordinance 24-10 (Continued from November 17, 2025)

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:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

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
Frankie Kropacek, Community Development Director
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 11/20/2025
Approved - 11/20/2025
Approved - 11/20/2025
Approved - 11/24/2025
Approved - 11/24/2025
Final Approval - 11/24/2025

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 hearings 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 MYERS BEACH, 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

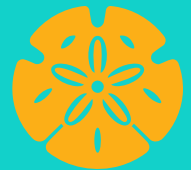
OCTOBER 2025



GOALS, OBJECTIVES, & POLICIES



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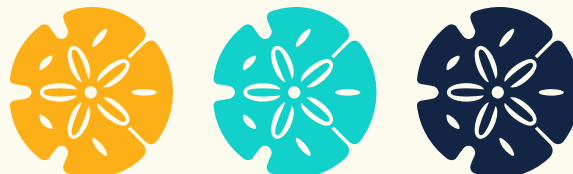
TOWN OF FORT MYERS BEACH

2045 COMPREHENSIVE PLAN

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 Town 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. ~~Resolves~~ Resolves inconsistencies between current zoning and land development regulations and this comprehensive plan using the guidelines found in Chapter 15;
- iv. ~~Eencourages~~ Encourages the conservation and re-use of historic buildings as described in the Historic Preservation Element;
- v. ~~lin~~ In existing subdivisions, controls the scale of new homes to avoid the replacement of existing homes with excessively large structures; and
- vi. ~~Eensures~~ Ensures 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” - Ddesigned 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” - Ddesigned 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 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 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 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” - Applied 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 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-G 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-G-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-G-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-G-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-G-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. ~~The type of commercial activities (such as traffic to be generated, hours of operation, and noise);~~

b. ~~its physical scale (such as the height, and bulk of proposed buildings); and~~

c. ~~The orientation of buildings and parking).~~ Commercial activities that will intrude into residential neighborhoods because of their type, scale, or orientation shall not be approved.

POLICY 4-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~~ 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~~ 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-G-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-G-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-G-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. ~~The~~ 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. ~~The~~ 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;
- iiiv. ~~The~~ transfer is approved through the planned development rezoning process; and
- iv. ~~Binding~~ 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. Any building code requirements for floodproofing;
 - c. Current building and life safety codes;
 - d. Coastal Construction Control Line requirements; and
 - e. Any 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. Ttraditional neighborhood design emphasizing porches on the front; primary entrances visible from the street; and cars to the rear (except for on-street parking);~~

~~b. Ddetached houses or cottages (with optional accessory apartments) abutting existing single-family homes;~~

~~c. Llow-rise townhouses or apartments allowed toward the center;~~

~~d. Wwalkable narrow streets with shade trees that double as view corridor to the Preserve and Gulf;~~

~~e. Ssubstantial open space with views to be maintained from Estero Boulevard to the Gulf;~~

~~f. Mmixed commercial and residential uses along the Bay side of Estero Boulevard;~~

~~g. Qquiet internal street connections to the north and south;~~

~~h. Ssignificantly 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. Pprovision 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.~~

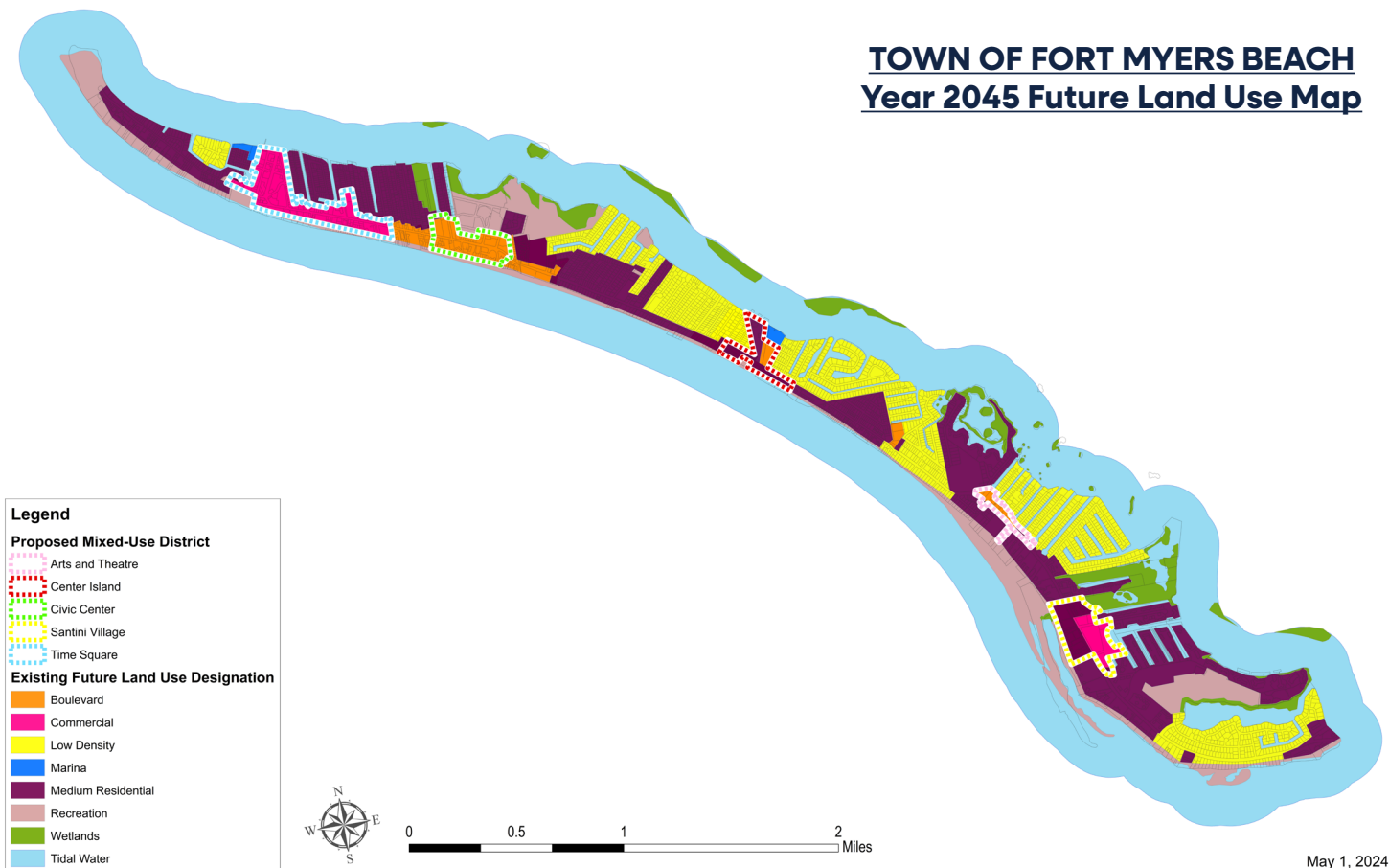
~~k. Residential density shall allow up to 15 dwelling units per acre for redevelopment in accordance with this section.~~



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





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-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.



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 pepper, 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 – neighborhoods 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 partnership, 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 program 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 inadequate 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 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 203020 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-G HOU-1-C: REVISE THE CURRENT REGULATORY SYSTEM - Complete a thorough revision of 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-G-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-G-2 HOU-1-C-2: ~~Implement~~ 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-G-3 HOU-1-C-3: ~~Adopt~~ Update/Revise the Standard Existing Buildings Code ~~by 1999 (see Historic Preservation Policy 13-B-6).~~

POLICY 12-G-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-G-5 HOU-1-C-5: Consider (and implement as feasible) various methods to reduce the cost of constructing or rehabilitating housing, such as:

- i. ~~Adjusting 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 eCongestion 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 p~~Practical 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 suitable 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-4 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-17-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 7T-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~~ 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-17-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 providing 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 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~~ecrease the thresholds for requiring traffic impact analyses;
- ii. ~~R~~equire them to study the cumulative impacts of potential development; and
- iii. ~~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 sustainability 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 sustainability 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 Design 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 Design 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 island 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 tourism 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 Management 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 neighborhoods. 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 responsible 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 under 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.
- 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.
- 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 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 Statute. 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 Wildlife 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 properly 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-15: 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-15-A-3: When state funding is required for the relocation or 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 tree shall be replaced with a Florida native-tree, following FPL best practices for Right Tree, Right pPlace, 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 Element 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-15-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 towards 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. Ffor potable water service:

(a) Aavailable 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. Ffor 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 equivalent connection (ERC).

iii. Ffor 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. Ddevelopment 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. Aat 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 agreements 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~~ 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 include 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 Are directed by a court order or otherwise by law.
- iii. Capital Improvements that 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 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) ~~I~~the 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 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 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 Section 163.320 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. Aavailable capacity (committed or uncommitted); and
- ii. Additional 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 concurrency 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-G-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,~~ The 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.

POLICY PR-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
<i>Community Design Element</i>				
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 <u>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.</u> <u>For the purposes of this policy, parking supply shall mean vehicular, bicycle, and any future micromobility options.</u>
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
<i>Future Land Use</i>	<i>Element</i>			
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
<i>Transportation Element</i>				

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: Consider 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-17-H-3 RESERVED-TRANSPORTATION & MOBILITY MASTER PLAN: The Town shall maintain and regularly update a <u>Transportation & Mobility Master Plan</u> or a <u>Transportation & Mobility Design Standard/Manual</u> , 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.
<i>Conservation Element</i>				
	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
<u>POLICY CON 4-B-1: Conservation Programs Generally</u> <u>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.</u>		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. <u>POLICY CON-5-A-4: Water and Wastewater Management</u> <u>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.</u>

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
<u>POLICY CON-5-A-2: Purchasing Bulk Water</u> <u>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.</u>		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”.	<u>POLICY CON-5-A-2: Purchasing Bulk Water</u> <u>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.</u>
<u>POLICY CON-5-A-4: Water and Wastewater Management</u> <u>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.</u>		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.	<u>POLICY CON-5-A-4: Water and Wastewater Management</u> <u>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.</u>
		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.	<u>GOAL CD-1</u>	<u>GROWTH AND DEVELOPMENT</u> <u>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.</u>
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.	<u>OBJECTIVE CD-1-A</u>	<u>NEIGHBORHOOD SERVING COMMERCIAL CORES</u> <u>Identify mixed-use commercial districts throughout the island that provide neighborhood serving commercial uses and lifestyle retail around clusters of residential uses.</u>
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.	<u>POLICY CD-1-A-1</u>	<u>MIX OF USES</u> <u>Provide a complementary mix of land uses with design characteristics that provide:</u> i. <u>Uses that meet the daily needs of residents</u> ii. <u>A variety of affordable housing types</u>
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”	<u>POLICY CD-1-A-2</u>	<u>CREATE THE TIMES SQUARE MIXED-USE DISTRICT.</u> <u>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.</u>

	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	<u>CREATE THE CIVIC CENTER MIXED-USE DISTRICT</u> <u>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.</u>
OBJECTIVE 1-B	OTHER PUBLIC SPACES — Beautify public spaces throughout the island.	POLICY CD-1-A-4	<u>CREATE THE CENTER ISLAND MIXED-USE DISTRICT</u> <u>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.</u>

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.	<u>POLICY CD-1-A-5</u>	<u>CREATE THE THEATRE & ARTS MIXED-USE DISTRICT</u> <u>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.</u>
POLICY 1-B-2	Improve the appearance of the town throughout by landscaping public property and rights-of-way with native vegetation.	<u>POLICY CD-1-A-6</u>	<u>CREATE THE SANTINI VILLAGE MIXED-USE DISTRICT</u> <u>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.</u>
POLICY 1-B-3	Identify potential mechanisms to implement and maintain special amenities such as entry features, monuments, or other special land- scape projects.	<u>OBJECTIVE CD-1-B</u>	<u>TRANSITION ZONES AND CONSERVATION DISTRICTS</u> <u>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.</u>
POLICY 1-B-4	Monitor the effectiveness of the county's pro- gram for removing trash and debris from the beachfront and Bay accesses.	<u>POLICY CD-1-B-1</u>	<u>TRANSITION ZONES</u> <u>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.</u>
POLICY 1-B-5	Develop a program for placing utilities underground that addresses both public and private sector development.	<u>POLICY CD-1-B-2</u>	<u>CREATE CONSERVATION DISTRICTS</u> <u>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.</u>
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.	<u>OBJECTIVE CD-1-C</u>	<u>Workforce Housing Through Density and Height Bonus</u>
GOAL 2	To upgrade residential neighbor- hoods throughout Estero Island.	<u>POLICY CD-1-C-1</u>	<u>Each of the mixed-use districts may provide for additional bonus height for developments that provide a workforce housing component.</u>
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.	<u>POLICY CD-1-C-2</u>	<u>The Town shall determine the minimum requirements for the workforce housing component as a policy in the land development regulations.</u>

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.	<u>OBJECTIVE CD-1-D</u>	<u>MASTER PLANNED DEVELOPMENT</u> <u>Provide mechanisms to incentivize master planning large parcels and land assemblies for mixed-use development.</u>
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.	<u>POLICY CD-1-D-1</u>	<u>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.</u>
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.	<u>POLICY CD-1-D-2</u>	<u>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.</u>
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.	<u>POLICY CD-1-D-3</u>	<u>Assembled parcels that exceed seven (7) acres must provide a master plan for approval by the Town at a public hearing.</u>
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 pepper, melaleuca, and Java plum.	<u>OBJECTIVE CD-1-E</u>	<u>PRESERVING BUILDING SCALE BY ADAPTIVE REUSE OF EXISTING BUILDING STOCK</u> <u>Encourage conversions from vacation rentals and motels to condominiums to provide affordable housing options for Fort Myers Beach’s workforce.</u>

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	<u>ADAPTIVE REUSE</u> <u>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.</u>
GOAL 3	To revitalize and improve specific transitional neighborhoods.	POLICY CD-1-E-2	<u>INCENTIVES FOR ADAPTIVE REUSE</u> <u>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.</u>
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	<u>STREET FRONTAGES AND PARKING LOTS</u> <u>Develop policies to limit parking lots fronting main streets in the Land Development Regulations.</u>
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	<u>RESTRICTING PARKING AS A PRIMARY USE ON ESTERO BOULEVARD</u> <u>Parking lots shall not be encouraged as a primary use on Estero Boulevard.</u>
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 CD-1-F-2	<u>RESTRICTING PARKING FRONTAGE LENGTH ON ESTERO BOULEVARD</u> <u>Parking lot frontages shall ideally be limited in size to one fourth the lot width on Estero Boulevard.</u>

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.	<u>POLICY CD-1-F-3</u>	<u>PARKING STANDARDS FOR NEW DEVELOPMENT IN MIXED-USE COMMERCIAL DISTRICTS</u> <u>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.</u>
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.	<u>POLICY CD-1-F-4</u>	<u>PARKING STANDARDS IN TIMES SQUARE</u> <u>Improve the current parking situation near Times Square through the means outlined in the Transportation Element of this plan.</u>
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 — neighborhoods 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.	<u>POLICY CD-1-F-5</u>	<u>PARKING SUPPLY</u> <u>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.</u> <u>For the purposes of this policy, parking supply shall mean vehicular, bicycle, and any future micromobility options.</u>
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:	<u>OBJECTIVE CD-1-G</u>	<u>DESIGN STANDARDS FOR PRESERVING BEACHFRONT CHARACTER</u> <u>Develop building design standards to preserve and enhance the existing beachfront character.</u>

	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.	<u>POLICY CD-1-G-1</u>	<u>NEIGHBORHOODS AND MIXED-USE DISTRICTS</u> 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.	<u>POLICY CD-1-G-2</u>	<u>ESTERO BOULEVARD</u> 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.	<u>POLICY CD-1-G-3</u>	<u>GUIDELINES FOR BUILDING COMPATIBILITY WITH FLOOD REGULATIONS</u> Encourage or require compatible means of meeting the mandatory flood elevation requirements (for example, using

			<u>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.</u>
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.	<u>GOAL CD-2</u>	<u>COMMUNITY CHARACTER OF PUBLIC SPACES</u> <u>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.</u>
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.	<u>OBJECTIVE CD-2-A</u>	<u>PUBLIC SPACES AND VIEWS TO THE WATER</u> <u>Use urban design standards to reinforce walkable streets, public and private spaces and a sense of community through the public realm.</u>
OBJECTIVE 3-D	TIMES SQUARE — Stimulate the revitalization of the downtown core area (near Times Square) as the nucleus of commercial and tourist activities.	<u>POLICY CD-2-A-2</u>	<u>OPEN SPACE AND LAND USE</u> <u>Beautify public spaces throughout the island and preserve and protect natural areas that serve and benefit the public.</u>
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.	<u>POLICY CD-2-A-3</u>	<u>VIEW CORRIDORS</u> <u>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</u>

			<u>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.</u>
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.	<u>POLICY CD-2-A-4</u>	<u>ENTRY GATEWAYS</u> <u>Create Estero Boulevard gateways or entry features at the south end near Big Carlos Pass and near the touchdown of the Matanzas Pass bridge.</u>
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.	<u>OBJECTIVE CD-2-B</u>	<u>STREETSCAPE</u> <u>Enhance the existing paths and sidewalks and streetscape to foster a more appealing environment for walking and biking.</u>
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	<u>POLICY CD-2-B-1</u>	<u>COMMERCIAL STREETSCAPE</u> <u>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.</u>

	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 inadequate and a parking garage must be built, appropriate locations would be to the rear of new storefronts facing Old San Carlos.	<u>POLICY CD-2-B-2</u>	<u>LANDSCAPE FEATURES</u> <u>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.</u>
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.	<u>POLICY CD-2-B-3</u>	<u>STREET CROSSINGS</u> <u>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.</u>
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.	<u>POLICY CD-2-B-4</u>	<u>RESIDENTIAL STREETScape</u> <u>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</u>

			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:	<u>RESIDENTIAL STREET PROGRAM</u> 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	<u>CONNECTIVITY AND MOBILITY TO REDUCE TRAFFIC IMPACTS</u> Plan for interconnected streets and pedestrian paths that connect to mixed-use commercial districts to enhance mobility options.
		OBJECTIVE CD-3-A	<u>COMPLETE STREETS AND BICYCLE INFRASTRUCTURE</u> 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	<u>INTERCONNECTED PATHS</u> 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	<u>STREET CONNECTIVITY</u> 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

			<u>Maintain the pedestrian circulation plan:</u> i. <u>Bayside sidewalk and streetscape improvements for Estero Boulevard within the Core area with underground utilities and improved sidewalks.</u> ii. <u>Sidewalks (5' wide minimum sidewalk) along all streets in the Core Area.</u> iii. <u>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.</u> iv. <u>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.</u> v. <u>A new public pedestrian plaza at the east of Old San Carlos.</u> vi. <u>New on-street parking and side- walk on the south side of Crescent Street.</u> vii. <u>Third and Fourth Streets with on-street parking and sidewalks on both sides of the street.</u> viii. <u>Proposed improvements with the pedestrian, parking, mass transit, and traffic circulation concepts in the Transportation Element of this plan.</u>
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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 under 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.
- 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.
- 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 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 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 properly 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-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).

POLICY T-17-A-1 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-17-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-17-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-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. 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-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.

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 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 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 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-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 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-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. 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-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~~ 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 TAXI 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.~~

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-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 suitable 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. 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-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-1-4 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-17-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-~~7T-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 providing 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~~The Town will encourage development of an overpasses throughout the Town that providing 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~~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 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.

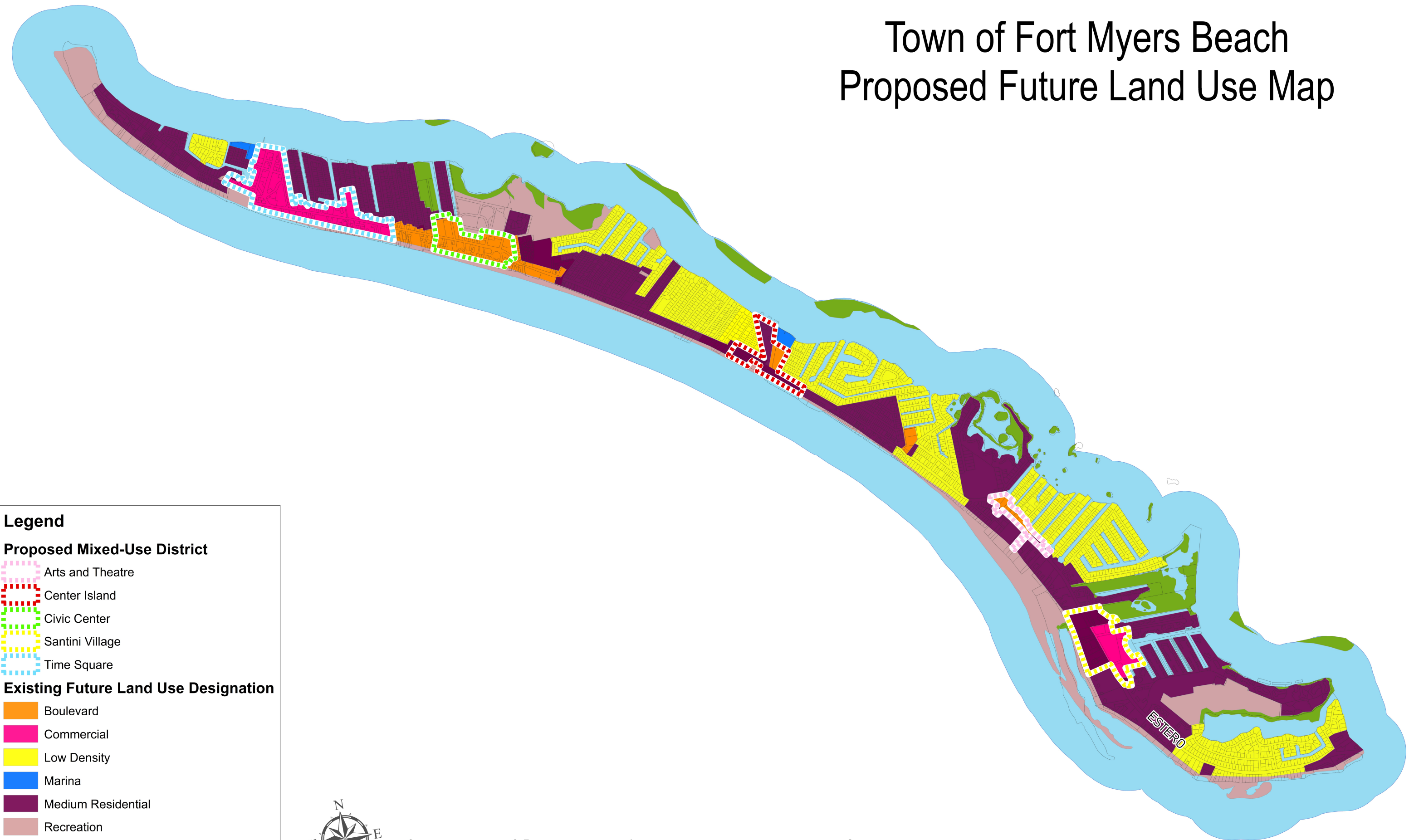
OBJECTIVE ~~T-17-J~~ PROTECTING PUBLIC ACCESS — Although no future right-of-way needs have been identified, some existing town and county rights-of-way are substandard and few are wider than needed. The town shall review requests to not vacate or acquiesce in the vacation of existing rights-of-way, and 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



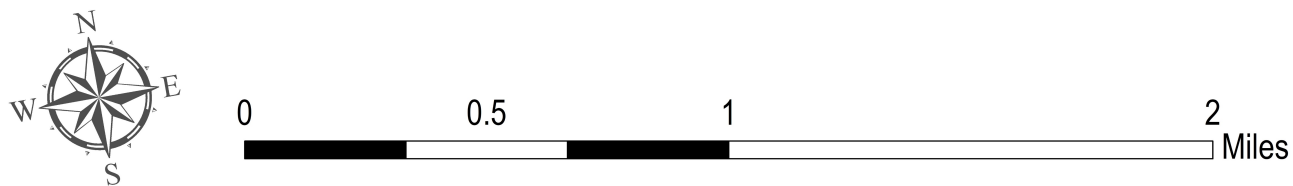
Legend

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



1. **Request:**

Meeting Date: December 1, 2025

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLA. STAT., ELECTING TO NOT EXEMPT PROPERTY FROM AD VALOREM PROPERTY TAX UNDER SECTION 196.1978(3)(d)1.a., FLA. STAT., COMMONLY KNOWN AS THE "LIVE LOCAL ACT PROPERTY TAX EXEMPTION"; PROVIDING FOR INCORPORATION OF RECITALS, REQUIRED FINDINGS, DIRECTION TO THE MAYOR, DIRECTION TO THE TOWN MANAGER, APPLICABILITY, SEVERABILITY, AND A CONDITIONAL EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

The State of Florida's Live Local Act created a new property tax exemption for apartment complexes that offer certain income-restricted rental units. Municipal governments are allowed to "opt-out" of providing this exemption, but only if a required annual housing report from the University of Florida (the Shimberg Report) shows that the area already has enough affordable units. This year, because of the Federal Government Shutdown, the 2025 Shimberg Report is delayed and will not be released until later in December—after the statutory deadline for municipalities to act. To avoid losing the ability to opt-out if the upcoming report shows the Town is eligible, it is recommended that the Town is adopt this Resolution conditionally. It will only take effect if the delayed Shimberg Report, once released, confirms that the Town qualifies under state law.

Attachments:

1. 25-352, NS edits FMB Live Local Opt Out Resolution Dec2025 (002)

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
nancy stuparich, Town Attorney
Joe Onzick, Finance Director
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 11/21/2025
Approved - 11/24/2025
Approved - 11/24/2025
Approved - 11/24/2025
Final Approval - 11/24/2025

RESOLUTION NO. 25-352

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, PURSUANT TO SECTION 196.1978(3)(o), FLA. STAT., ELECTING TO NOT EXEMPT PROPERTY FROM AD VALOREM PROPERTY TAX UNDER SECTION 196.1978(3)(d)1.a., FLA. STAT., COMMONLY KNOWN AS THE “LIVE LOCAL ACT PROPERTY TAX EXEMPTION”; PROVIDING FOR INCORPORATION OF RECITALS, REQUIRED FINDINGS, DIRECTION TO THE MAYOR, DIRECTION TO THE TOWN MANAGER, APPLICABILITY, SEVERABILITY, AND A CONDITIONAL EFFECTIVE DATE.

WHEREAS, Section 196.1978(3), Florida Statutes (the “Live Local Act Property Tax Exemption”) requires the Lee County Property Appraiser to exempt certain rental properties from ad valorem taxes if such properties meet the statutory criteria; and

WHEREAS, beginning with the 2025 tax roll, Section 196.1978(3)(o), Florida Statutes, allows taxing authorities to “opt-out” of providing the “Live Local Act Property Tax Exemption” for units in multifamily projects used to house natural persons or families whose annual household income is between 80% and 120% of the median annual adjusted gross income for households within the metropolitan statistical area (“MSA”), or, if not within an MSA, within the county in which the person or family resides (the “80 to 120 Tax Exemption”), if the taxing authority finds that the latest Shimberg Center for Housing Studies Annual Report, prepared pursuant to Section 420.6075, Florida Statutes (“Shimberg Annual Report”), identifies that the number of affordable and available units in the MSA or region is greater than the number of rental households in the MSA or region for natural persons or families who meet the income criteria; and

WHEREAS, the Town of Fort Myers Beach relies upon the annual Shimberg Annual Report to determine whether it is eligible to exercise the opt-out authority set forth in Section 196.1978(3)(o), Florida Statutes; and

WHEREAS, due to the Federal Government shutdown occurring in late 2025, the compilation, review, and release of the 2025 Shimberg Annual Report has been delayed and is not expected to be available until late December 2025; and

WHEREAS, because the Report is not yet available, the Town of Fort Myers Beach cannot presently determine whether it is eligible to opt-out of the “Live Local Act Property Tax Exemption”; and

WHEREAS, in order to ensure compliance with statutory deadlines and to preserve the Town of Fort Myers Beach’s ability to opt-out in the event the forthcoming Shimberg Annual Report shows that the Town of Fort Myers Beach is eligible, the Town Council desires to adopt this Resolution conditionally, to become effective only if the Report supports the statutory findings required by Section 196.1978(3)(o), Florida Statutes.

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

SECTION ONE. INCORPORATION OF RECITALS. The “WHEREAS” clauses set forth above are incorporated herein by reference and represent the legislative findings of the Town Council supporting the need for this Resolution.

SECTION TWO. OPT-OUT ELECTION; REQUIRED FINDINGS. The Town Council hereby states its intent to elect not to exempt properties eligible for the 80 to 120 Tax Exemption pursuant to Section 196.1978(3)(o), Florida Statutes, but only if and upon the condition that the 2025 Shimberg Annual Report, upon its release, demonstrates that the Town of Fort Myers Beach is eligible under Florida law to make such an election. If eligibility is confirmed by the findings of the Report, the Town of Fort Myers Beach hereby requests that the Lee County Property Appraiser not grant any such exemptions for the 2025 tax roll.

SECTION THREE. DIRECTION TO THE MAYOR. The Mayor, or in the Mayor’s absence, the Vice Mayor, is authorized to execute this Resolution only upon the publication or release of the 2025 Shimberg Annual Report confirming the Town of Fort Myers Beach’s eligibility to opt-out pursuant to Section Two of this Resolution.

SECTION FOUR. DIRECTION TO CITY MANAGER. Upon confirmation of eligibility, the Town Manager is directed to provide an executed copy of this Resolution to the Lee County Property Appraiser prior to the statutory deadline.

SECTION FIVE. APPLICABILITY. This Resolution applies solely to ad valorem property tax levies imposed by the Town of Fort Myers Beach.

SECTION SIX. SEVERABILITY. If any provision of this Resolution is held invalid by a court of competent jurisdiction, or if any portion becomes preempted by state law, the affected provision shall be deemed stricken and the remainder shall continue in full force and effect.

SECTION SEVEN. CONDITIONAL EFFECTIVE DATE. This Resolution shall only take effect if, and upon the date that, the 2025 Shimberg Annual Report establishes that the Town of Fort Myers Beach is eligible under Section 196.1978(3)(o), Florida Statutes, to elect not to provide the “Live Local Act Property Tax Exemption.” If the Report does not establish eligibility, this Resolution shall be null and void without further action of the Town Council.

The foregoing Resolution was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put to a roll call 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 ____ day of December 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 LEGAL SUFFICIENCY:

Vose Law Firm, Town Attorney

This Resolution was filed in the Office of the Town Clerk on _____.

1. **Request:**

Meeting Date: December 1, 2025

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA UPDATING AND AUTHORIZING TOWN OFFICIALS' ACCESS AND AUTHORITY ON CERTAIN TOWN BANK ACCOUNTS WITH FIRST FOUNDATION BANK AND INVESTMENTS WITH THE FLORIDA MUNICIPAL INVESTMENT TRUST; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Formal authorization by the Town Council of any changes to authorized signatories and administrators to the Town's bank accounts and investments is required and in the best interest of the town.

What the action accomplishes:

Formally authorizes William McKannay, Dan Allers and Scott Safford as signatories for the town bank accounts and investments. It also authorizes the town clerk and finance director to perform administrative functions, along with the town manager, mayor and vice mayor.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

William McKannay, Town
Manager

5. **Background:**

The Town Council hired William McKannay as Town Manager for the Town of Fort Myers Beach effective May 19, 2025 replacing Andrew Hyatt, and the Vice Mayor's position was changed on November 17, 2025 from Jim Atterholt to Scott Safford, necessitating an update to the list of signatories and those authorized officials to perform administrative functions for the town's bank accounts at First Foundation Bank and investments with the Florida Municipal Investment Trust.

Attachments:

1. 25-332 Updating Banking Signatory Authorities

Financial Impact:

Ensures that adequate controls are in place for accessing bank accounts and investments

6. **Alternative Action**

The Town Council may suggest alternative authorized representatives

7. **Management Recommendations:**

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 11/17/2025
Approved - 11/17/2025
Approved - 11/18/2025
Approved - 11/21/2025
Final Approval - 11/24/2025

RESOLUTION NUMBER 25-332

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA UPDATING AND AUTHORIZING TOWN OFFICIALS' ACCESS AND AUTHORITY ON CERTAIN TOWN BANK ACCOUNTS WITH FIRST FOUNDATION BANK AND INVESTMENTS WITH THE FLORIDA MUNICIPAL INVESTMENT TRUST; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town currently has bank accounts at First Foundation Bank and investments with the Florida Municipal Investment Trust; and

WHEREAS, First Foundation Bank and Florida Municipal Investment Trust require that any change in authorized account representatives be approved by the Town Council via duly adopted Resolution; and

WHEREAS, Council members and Town staff reorganized or are no longer representatives or hold positions at the Town necessitating a change in the account(s) referenced above; and

WHEREAS, the Town Council hired William McKannay as Town Manager for the Town of Fort Myers Beach effective May 19, 2025 replacing Andrew Hyatt, and the Vice Mayor position was changed on November 17, 2025 from Jim Atterholt to Scott Safford, necessitating a change in authorized account signatories and representatives for the account(s) referenced above.

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 following Town officials are hereby authorized as signatories for all accounts owned by the Town of Fort Myers Beach at First Foundation Bank and Florida Municipal Investment Trust, and such listed officials are the only Town officials so authorized:

William McKannay, Town Manager
Daniel Allers, Mayor

Scott Safford, Vice-Mayor

Section 3. The following Town officials are hereby authorized to perform normal administrative functions, including, but not limited to transfer of funds, for all accounts owned by the Town of Fort Myers Beach at First Foundation Bank and Florida Municipal Investment Trust, and such listed officials are the only Town officials so authorized:

William McKannay, Town Manager
Amy Baker, Town Clerk
Joseph Onzick, Finance Director
Daniel Allers, Mayor
Scott Safford, Vice Mayor

Section 4. The Town Manager, William McKannay, is hereby authorized to assign a new System Administrator for all Town of Fort Myers Beach accounts and investments.

Section 5. The previously authorized individuals (prior to this Resolution) to take any type of action as to First Foundation Bank and Florida Municipal Investment Trust, are specifically removed as authorized agents as to the Town of Fort Myers Beach accounts and investments.

Section 6. Continuity of Authorization. The person(s) set forth in Section 2 and Section 3 shall continue to have the indicated authority on behalf of the Town until such time as the Town passes a superseding Resolution.

Section 7. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

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

ADOPTED this 1st day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorneys

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____ 2025.

1. **Request:**

Meeting Date: December 1, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER TO EXECUTE AND ADMINISTER A GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION THROUGH THE FY25-26 STATE APPROPRIATIONS FOR THE SOUTH WATER TOWER RENOVATIONS AND MITIGATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE RELATED DOCUMENTS NEEDED TO IMPLEMENT AND ADMINISTER THE GRANT AND PROGRAMS; PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Authorizes the Town Manager to execute and administer a grant agreement to utilize State appropriated funds within the current year State budget.

What the action accomplishes:

Authorizes the Town Manager to execute and administer a grant agreement to utilize State appropriated funds within the current year State budget.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Jeff Hauge, Community
Services Director

5. **Background:**

The Town of Fort Myers Beach, Florida submitted a state appropriation request through the Florida legislature and the Town's local delegation for the FY25-26 budget for renovations and mitigation efforts to the Town's South Water Tower; and the Town's appropriation request was included in the State Budget for FY25-26.

As part of the process to utilize this funding, the State of Florida Department of Environmental Protection has created a grant agreement numbered L0194 ("the Grant") to administer these funds attached as Exhibit A.

Attachments:

1. TC NS edits 25-330, L0194 South WaterTower Grant Approval
2. Exhibit A FDEP Grant Agreement L0194

Financial Impact:

\$350,000 from FDEP through this grant awarded with a Town match of \$350,000.

6. **Alternative Action**

Do not approve of the grant agreement.

7. **Management Recommendations:**

Approve and authorize.

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison
Jeff Hauge, Community Services Director

Created/Initiated - 11/17/2025
Approved - 11/17/2025

Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Approved - 11/17/2025
Approved - 11/18/2025
Approved - 11/20/2025
Final Approval - 11/20/2025

RESOLUTION NUMBER 25-330

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER TO EXECUTE AND ADMINISTER A GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION THROUGH THE FY25-26 STATE APPROPRIATIONS FOR THE SOUTH WATER TOWER RENOVATIONS AND MITIGATION; AUTHORIZING THE TOWN MANAGER TO EXECUTE RELATED DOCUMENTS NEEDED TO IMPLEMENT AND ADMINISTER THE GRANT AND PROGRAMS; PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the Town of Fort Myers Beach, Florida (the “Town”) submitted a state appropriation request through the Florida legislature and the Town’s local delegation for the FY25-26 for renovations and mitigation efforts to the Town’s South Water Tower; and

WHEREAS, the Town’s appropriation request was included in the State Budget for FY25-26; and

WHEREAS, as part of the process to utilize this funding, the State of Florida Department of Environmental Protection has created a grant agreement numbered L0194 (“the Grant”) to administer these funds attached as Exhibit A; 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 the Grant and the administration thereof upon execution; and

WHEREAS, the Town desires to authorize the Town Manager to execute and administer the Grant for an on behalf of the Town; and

WHEREAS, the Town Council desires to authorize the Town Manager to execute and deliver all documents necessary to carry out the administration of the Grant.

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

Section 1. That above recitals are true and correct and are hereby incorporated by

reference as though fully set forth herein.

Section 2. That the Town Council hereby authorizes and instructs the Town Manager to execute and to administer the Grant on behalf of the Town attached as Exhibit A.

Section 3. That Town Manager William McKannay is hereby authorized to execute and deliver any documents necessary to receive and administer the Grant award on behalf of the Town.

Section 4. This Resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

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

ADOPTED this 1st day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of December 2025.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Fort Myers Beach South Water Tower Renovations and Mitigation** Agreement Number: **L0194**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Town of Fort Myers Beach** Entity Type: **Local Government**

Grantee Address: **6231 Estero Boulevard, Fort Myers Beach, FL 33931** FEID: **65-0632342**

(Grantee)

3. Agreement Begin Date: **July 1, 2025** Date of Expiration: **June 30, 2028**

4. Project Number: **(If different from Agreement Number)** Project Location(s): **Lat/Long: (26.4156, -81.8992)**

Project Description: **The Grantee will complete repairs and improvements to the south water tower facility. Work includes replacement of the roof, repairs to the building structure and pumps, fencing and security improvements, and elevating existing components.**

5. Total Amount of Funding: \$ 350,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1555, FY 25-26, WPSPTF	\$ 350,000.00
	☐ State ☐ Federal		\$
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 350,000.00

6. Department's Grant Manager Name: Sarah Stage or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd., MS 3602 Tallahassee, FL 32399-3000 Phone: 850-245-2842 Email: Sarah.Stage@FloridaDEP.gov	Grantee's Grant Manager Name: Joe Onzick or successor Address: Town of Fort Myers Beach 6231 Estero Boulevard Fort Myers Beach, FL 33931 Phone: 239-765-0202 Email: will.mckannay@fmbgov.com
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Town of Fort Myers Beach

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

William McKannay, Town Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Sarah Stage, DEP Grant Manager

Katie Verdesca, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement;
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
- (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

Attachment 1

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execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

Attachment 1

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- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

Attachment 1

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- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

Attachment 1

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- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
 - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
- iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
- iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
- v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
- vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

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- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or 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. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Attachment 1

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0194**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Fort Myers Beach South Water Tower Renovations and Mitigation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this

Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Fort Myers Beach South Water Tower Renovations and Mitigation

PROJECT LOCATION: The Project will be located in the Town of Fort Myers Beach within Lee County; Lat/Long (26.4156, -81.8992).

PROJECT BACKGROUND: The Town of Fort Myers Beach (Grantee) has been severely impacted by multiple natural disasters and flooding events over recent years, including Hurricane Ian. Storm surge caused significant damage to the Grantee's south water tower, and repairs are required to improve the structure and resiliency of the facility. This water tower is one of only two potable water storage facilities on the island servicing residents and businesses, as well as visitors to the area. This project will repair and elevate components of the existing facility for future flooding mitigation and reliable water distribution and storage.

PROJECT DESCRIPTION: The Grantee will complete repairs and improvements to the south water tower facility. Work includes replacement of the roof, repairs to the building structure and pumps, fencing and security devices (e.g. cameras and digital locks), and elevating existing components to enhance the reliability and resiliency of the facility.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the Fort Myers Beach South Water Tower Renovations and Mitigation Project in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$350,000	07/01/2025	12/31/2027
Total:			\$350,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

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PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

Attachment 5

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General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects - LI 1555	\$350,000	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$350,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.

1. **Request:**

Meeting Date: December 1, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE EXISTING THREE-YEAR CONTRACT WITH TYLER TECHNOLOGIES, AS AMENDED BY ADDENDUM ON DECEMBER 23, 2024, TO PROVIDE SOFTWARE AS A SERVICE (SAAS) AND ANNUAL SUPPORT AND IMPLEMENTATION SERVICES TO REPLACE THE TOWN'S FINANCIAL AND ACCOUNTING SOFTWARE WITH TYLER MUNIS INSTEAD OF TYLER ERP PRO, REPRESENTING AN INITIAL STARTUP FEE INCREASE OF \$17,100 AND ANNUAL RECURRING FEE INCREASE OF \$1,613; AUTHORIZING THE NEEDED BUDGET AMENDMENT TO REFLECT THIS CHANGE; INCLUDING ADDITIONAL CONTRACT LANGUAGE REQUIRED BY FLORIDA STATUTES CONCERNING BREACH OF CONTRACT DURING A STATE OF EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

This action is necessary to comply with our purchasing ordinance that requires Town Council to authorize expenditures over \$75,000.

What the action accomplishes:

This action authorizes the additional expenditure necessary to implement Tyler Munis rather than Tyler ERP Pro. It also authorizes the carryover of unspent implementation budget from FY25 to FY26 to help fund the additional expense of Tyler Munis.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Joe Onzick, Finance Director

5. **Background:**

After selecting Tyler ERP Pro to replace the town's existing accounting software, the Town became aware of a more robust version of Tyler accounting software with more efficient functionality called Tyler Munis. implementing Tyler Munis rather than Tyler ERP Pro will provide: 1) a more robust budget module that will facilitate more efficient management of budget development, including the ability to prepare multi-year budgets, 2) a more robust grant module that will enable the automatic generation of the Schedule of Expenditures for Federal Awards (SEFA) for audit purposes, 3) an extended general ledger account number string that will accommodate the capturing of all necessary data elements for tracking emergency and grant expenditures, 4) a more robust project accounting module that is integrated with the grant module to more easily accommodate the capturing and reporting of data for grant tracking and reporting purposes, and 5) inquiry functionality that provides visibility to the adopted budget, budget adjustments, budget transfers, pending requisitions, encumbrances and available budget by line item. We learned that these additional features are available for an additional annual fee of \$1,613, and an increase in the maximum implementation cost of \$17,100. It is believed that the implementation cost will be less since less training will probably be needed due to the familiarity and expertise of our newest finance department employees with the Tyler Munis system, having used it at their places of former employment (City of Cape Coral, City of Naples).

Funding for this additional expense is available by carrying forward the unspent implementation budget of \$35,684 from FY25 to FY26.

Attachments:

1. Res 25-329 Authorizing Tyler ERP Pro Saas Addendum #2
2. Attachment A to Res 25-329 Second Addendum Tyler Technologies Agreement As Amended with attached Exhibit A
3. Exhibit A to Second Addendum
4. First Addendum to the Agreement approved by Resolution 24-221 contained in Attachment A

Financial Impact:

The cost of implementation services will be a one-time fee of \$83,720 instead of \$66,620 (representing an increase of \$17,100) and the cost of Software as a Service (SaaS) will be an annual fee of \$62,534 instead of \$60,921 for three years (representing an increase of \$1,613 per year). This will be funded by the carryover of the unspent implementation budget of \$35,684 from FY25 to FY26.

6. Alternative Action

The Town Council may reject this proposal, in which case the Finance Department will proceed with implementation of the less robust version of accounting software: Tyler ERP Pro.

7. Management Recommendations:

Management recommends approval of this contract amendment and budget adjustment.

8. Recommended Approval:

Jason Freeman, Deputy Town Clerk / Legislative Liaison
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 11/14/2025
Approved - 11/17/2025
Approved - 11/24/2025
Approved - 11/24/2025
Final Approval - 11/24/2025

RESOLUTION NUMBER 25-329

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE EXISTING THREE-YEAR CONTRACT WITH TYLER TECHNOLOGIES, AS AMENDED BY ADDENDUM ON DECEMBER 23, 2024, TO PROVIDE SOFTWARE AS A SERVICE (SAAS) AND ANNUAL SUPPORT AND IMPLEMENTATION SERVICES TO REPLACE THE TOWN'S FINANCIAL AND ACCOUNTING SOFTWARE WITH TYLER MUNIS INSTEAD OF TYLER ERP PRO, REPRESENTING AN INITIAL STARTUP FEE INCREASE OF \$17,100 AND ANNUAL RECURRING FEE INCREASE OF \$1,613; AUTHORIZING THE NEEDED BUDGET AMENDMENT TO REFLECT THIS CHANGE; INCLUDING ADDITIONAL CONTRACT LANGUAGE REQUIRED BY FLORIDA STATUTES CONCERNING BREACH OF CONTRACT DURING A STATE OF EMERGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town Manager is requesting approval to amend a contract with Tyler Technologies to implement Tyler Munis instead of Tyler ERP Pro as the replacement for the Town's current financial and accounting software for an initial three-year term with an automatic one-year renewal at the then current rates unless terminated in writing at least sixty (60) days prior to the end of the then-current renewal term; and

WHEREAS, the cost of implementation services will be a one-time fee of \$83,720 instead of \$66,620 (representing an increase of \$17,100) and the cost of Software as a Service (SaaS) will be an annual fee of \$62,534 instead of \$60,921 for three years (representing an increase of \$1,613 per year), which cumulatively exceeds the Town Manager's spending authority and therefore requires the approval of Town Council; and

WHEREAS, implementing Tyler Munis rather than Tyler ERP Pro will provide: 1) a more robust budget module that will facilitate efficient management of budget development, including the ability to prepare multi-year budgets, 2) a more robust grant module that will enable the automatic generation of the Schedule of Expenditures for Federal Awards (SEFA) for audit purposes, 3) an extended general ledger account number string that will accommodate the capturing of all necessary data elements for tracking emergency and grant expenditures, 4) a more robust project accounting module that is integrated with the grant module to more easily

accommodate the capturing and reporting of data for grant tracking and reporting purposes, and 5) inquiry functionality that provides visibility to the adopted budget, budget adjustments, budget transfers, pending requisitions, encumbrances and available budget by line item; and

WHEREAS, the delay of implementing Tyler ERP Pro has resulted in \$35,684 of implementation cost savings in Fiscal Year 2025 that may be carried over to Fiscal Year 2026 with Town Council approval to help fund the additional expense of Tyler Munis; and

WHEREAS,

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

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

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

Section 2. The Town Council hereby authorizes the Town Manager to execute a Second Addendum to amend the existing three-year contract with Tyler Technologies, as amended, to 1) implement Tyler Munis as a replacement for the Town's financial and accounting software for a one-time implementation fee of \$83,720 and an annual fee of \$62,534 for three years; and 2) include required statutory contractual terms related to a breach of contract during a state of emergency. The Town Manager is also authorized to execute any other documentation needed to implement the Town Council's action as set forth in this Resolution.

Section 3. The Town Council hereby authorizes the following adjustment to the Fiscal Year 2026 budget related to this action:

10.19.519.38100 Prior Year Carryover	\$35,684
10.19.519.54105 Information Technology Services	\$35,684

Section 4. This Resolution shall become effective immediately upon its adoption.

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	_____
Scott Safford, Vice-Mayor	_____
Jim Atterholt, Council Member	_____
John R. King, Council Member	_____
Rebecca Link, Council Member	_____

ADOPTED this 1st day of December 2025 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Dan Allers, Mayor

ATTEST:

Amy Baker, Town Clerk

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

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of December 2025.

ATTACHMENT A

SECOND ADDENDUM TO THE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR SAS SERVICES

THIS SECOND ADDENDUM is made and entered into this 1st day of December, 2025, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the “Town”, and TYLER TECHNOLOGIES, INC., hereinafter referred to as “Contractor”, to that certain existing Software as a Service Agreement, dated November 18, 2024 as amended by Addendum on December 23, 2024. (“Agreement”).

WITNESSETH:

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, as of July 1, 2025, the Florida Legislature amended Section 252.505, Florida Statutes to require a penalty and damages of \$5,000 for any breach of an agreement during an emergency recovery period (1-year period beginning upon Governor’s initial declaration of a natural emergency); and

WHEREAS, the parties further desire to amend existing Agreement to implement Tyler Munis instead of Tyler ERP Pro as the replacement for the Town’s current financial and accounting software for an initial three-year term with an automatic one-year renewal at the then current rates unless terminated in writing at least sixty (60) days prior to the end of the then-current renewal term; and

WHEREAS, the cost of implementation services will be a one-time fee of \$83,720 instead of \$66,620 (representing an increase of \$17,100) and the cost of Software as a Service (SaaS) will be an annual fee of \$62,534 instead of \$60,921 for three years (representing an increase of \$1,613 per year), which cumulatively exceeds the Town Manager’s spending authority and therefore requires the approval of Town Council of this Second Addendum, which was obtained on December 1, 2025; and

WHEREAS, implementing Tyler Munis rather than Tyler ERP Pro will provide: 1) a more robust budget module that will facilitate efficient management of budget development, including the ability to prepare multi-year budgets, 2) a more robust grant module that will enable the

automatic generation of the Schedule of Expenditures for Federal Awards (SEFA) for audit purposes, 3) an extended general ledger account number string that will accommodate the capturing of all necessary data elements for tracking emergency and grant expenditures, 4) a more robust project accounting module that is integrated with the grant module to more easily accommodate the capturing and reporting of data for grant tracking and reporting purposes, and 5) inquiry functionality that provides visibility to the adopted budget, budget adjustments, budget transfers, pending requisitions, encumbrances and available budget by line item; and

WHEREAS, the delay of implementing Tyler ERP Pro has resulted in \$35,684 of implementation cost savings in Fiscal Year 2025 that may be carried over to Fiscal Year 2026 with Town Council approval to help fund the additional expense of Tyler Munis; and

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this First Amendment as follows:

1. Amendment. This Second Addendum amends and supplements the existing Agreement between the parties. In the event of a conflict between the terms and conditions contained in the existing Agreement as amended and this Second Addendum, the terms of this Amendment shall prevail. Exhibit A to this Second Addendum provides for the modifications to the scope and pricing originally provided within the original Agreement to reflect the change from Tyler ERP Pro to Tyler Munis and its associated costs.

2. Available Funding. The Agreement is amended to provide that total payment for the Tyler Munis system shall not exceed a one-time implementation fee of \$83,720 and an annual fee of \$62,534 for three years, as provided in Exhibit A to this Second Addendum, and replaces the total costs originally provided in the original Agreement as amended on December 23, 2024.

3. Breach During Emergency Recovery Period. The Agreement as amended is further amended to add the following term:

Pursuant to Section 252.505, Florida Statutes, if the Contractor 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.

IN WITNESS WHEREOF, the parties have executed and delivered this instrument on the days and year indicated below to bind the parties.

Contractor:

Print Name: _____

Company: Tyler Technologies, Inc.

ATTEST:

Town of Fort Myers Beach

Amy Baker, Town Clerk

William McKanney, Town Manager

APPROVED AS TO FORM & SUFFICIENCY

Vose Law Firm, Town Attorney



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Town of Fort Myers Beach, Florida, with offices at 2523 Estero Boulevard, Fort Myers Beach, Florida 33931-3354 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated December 23, 2024 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the Amendment Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of January 1, 2026, subject to the attached Migration Terms Addendum attached hereto as Exhibit 2. Payment of fees and costs for such items shall conform to the following terms:
 - a. SaaS Services. SaaS Fees are invoiced on an annual basis, beginning on January 1, 2026. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
 - b. Conversions. Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option.
 - c. Implementation and Other Professional Services (including training). Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - d. Other Fixed Price Services. Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary.
2. The initial term is three (3) years, commencing on January 1, 2026, unless earlier terminated as set forth in the Agreement. Upon expiration of the initial term, the term will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of the Agreement.
3. The professional services set forth in Exhibit 1 will be provided in accordance with the

Statement of Work attached hereto as Exhibit 3.

4. The Third Party Terms set forth in Exhibit 4 are hereby added to the Agreement.
5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
6. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Town of Fort Myers Beach, Florida

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Amendment Investment Summary

The following Amendment Investment Summary details the additional software, products, and services to be delivered by us to you under the terms of the Agreement. This Amendment Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Quoted By: Phil Sharp
Quote Expiration: 03/07/26
Quote Name: FMB - ERP - Tyler ERP (Munis)
Quote Description: FMB - ERP - Tyler ERP (Munis)
Saas Term 3.00

Sales Quotation For:

Town of Fort Myers Beach
2731 Oak Street
Fort Myers Beach FL 33931-3354

Shipping Address:

Town of Fort Myers Beach
2731 Oak St.
Fort Myers Beach FL 33931-3354

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	88	\$ 14,860.00
Accounts Payable	1	24	\$ 4,371.00
Budgeting	1	32	\$ 4,371.00
Capital Assets	1	16	\$ 3,739.00
Cash Management	1	16	\$ 2,428.00
Contract Management	1	16	\$ 1,603.00
eProcurement (Vendor Access and Punch-Out)	1	16	\$ 2,900.00
Project & Grant Accounting	1	16	\$ 2,914.00
Purchasing	1	32	\$ 6,167.00
Revenue Management			
Accounts Receivable	1	32	\$ 3,205.00
General Billing	1	16	\$ 2,185.00
Content Management			
Content Manager Core	1	32	\$ 6,430.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	40	\$ 8,870.00
Additional			

Enterprise Forms Processing Software (including Common Form Set)	1	0	\$ 5,440.00
Subscription Fees			
Workforce Direct	1	0	\$ 0.00
Sub-Total:			\$ 69,483.00
<i>Less Discount:</i>			<i>\$ 6,949.00</i>
TOTAL		376	\$ 62,534.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Amazon Web Services Configuration Fee	1	\$ 1,863.00	\$ 1,863.00	\$ 0.00	\$ 0.00
Executive Insights Implementation	1	\$ 4,800.00	\$ 0.00	\$ 4,800.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 13,200.00	\$ 0.00
Project Management	48	\$ 155.00	\$ 0.00	\$ 7,440.00	\$ 0.00
Onsite Implementation	100	\$ 155.00	\$ 0.00	\$ 15,500.00	\$ 0.00
Remote Implementation	276	\$ 155.00	\$ 0.00	\$ 42,780.00	\$ 0.00
TOTAL				\$ 83,720.00	\$ 0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 62,534.00
Total Tyler Services	\$ 83,720.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 83,720.00	\$ 62,534.00
Contract Total	\$ 271,322.00	
Estimated Travel Expenses excl in Contract Total	\$ 5,480.00	

Client's purchase of the items listed above is subject to the Comments below
 Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
 For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Financials				
Accounting	1	\$ 4,000.00	\$ 0.00	\$ 4,000.00
Accounts Payable	1	\$ 6,200.00	\$ 0.00	\$ 6,200.00
Contracts	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
TOTAL				\$ 13,200.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Conversion – See Detailed Breakdown Below				\$ 10,600.00	\$ 0.00
TOTAL				\$ 10,600.00	\$ 0.00

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Financials				
Contracts	1	\$ 3,000.00	\$ 0.00	\$ 3,000.00
Project Accounting	1	\$ 4,000.00	\$ 0.00	\$ 4,000.00

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CONFIDENTIAL

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Purchase Orders	1	\$ 3,600.00	\$ 0.00	\$ 3,600.00
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TOTAL				\$ 10,600.00
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Tyler Annual Discount Detail (Excludes Optional Products)

Description	Annual Fee	Annual Fee Discount	Annual Fee Net
Financial Management			
Accounting	\$ 14,860.00	\$ 1,486.00	\$ 13,374.00
Accounts Payable	\$ 4,371.00	\$ 437.00	\$ 3,934.00
Budgeting	\$ 4,371.00	\$ 437.00	\$ 3,934.00
Capital Assets	\$ 3,739.00	\$ 374.00	\$ 3,365.00
Cash Management	\$ 2,428.00	\$ 243.00	\$ 2,185.00
Contract Management	\$ 1,603.00	\$ 160.00	\$ 1,443.00
eProcurement (Vendor Access and Punch-Out)	\$ 2,900.00	\$ 290.00	\$ 2,610.00
Project & Grant Accounting	\$ 2,914.00	\$ 291.00	\$ 2,623.00
Purchasing	\$ 6,167.00	\$ 617.00	\$ 5,550.00
Revenue Management			
Accounts Receivable	\$ 3,205.00	\$ 321.00	\$ 2,884.00
General Billing	\$ 2,185.00	\$ 219.00	\$ 1,966.00
Content Management			
Content Manager Core	\$ 6,430.00	\$ 643.00	\$ 5,787.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	\$ 8,870.00	\$ 887.00	\$ 7,983.00
Additional			
Enterprise Forms Processing Software (including Common Form Set)	\$ 5,440.00	\$ 544.00	\$ 4,896.00
Subscription Fees			
Workforce Direct	\$ 0.00	\$ 0.00	\$ 0.00

TOTAL	\$ 69,483.00	\$ 6,949.00	\$ 62,534.00
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Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

Amazon Web Services (AWS) has provided a credit in the amount of \$1,863 in sponsorship of your project.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Contracts conversion includes: Standard

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

The SaaS Setup Fee for your project has been discounted by 100% by credits sponsored and provided by Amazon Web Services (AWS).

The use of certain Tyler application(s) requires Client to engage and use an identity provider that meets Open ID Connect (OIDC) or Security Assertion Markup Language (SAML) standards (each, an "IdP"), such as Microsoft Entra ID, Okta, Google Cloud Identity or RapidIdentity. Client will permit these applications to directly federate with such IdP. Client is responsible for (a) keeping Client and its representatives' passwords secure and confidential, (b) any account activity or access that occurs pursuant to Client and its representatives' passwords, its account or IdPs, and (c) notifying Tyler of any unauthorized access to its account. If you already have an IdP in place, you must provide Tyler with the name of the IdP and IT provider contact to facilitate federation. Failure to provide Tyler with the ability to federate to a supported IdP may result in disrupted deployment and implementation schedules and additional costs. If you do not have an IdP in place, please contact us for additional information in a timely manner.



Exhibit 2

Migration Terms Addendum

1. **Scope.** The terms in this Migration Terms Addendum (“Addendum”) apply to the Agreement, and under which we will provide certain Tyler software solutions listed in the Amendment Investment Summary (hereafter, the “Replacement Modules”) to replace some or all of Tyler solutions previously provided to you (hereafter, the “Migration Modules”). Accordingly, any conflict between the terms in this Addendum and the Agreement will be resolved in favor of the term(s) in this Addendum. Any capitalized terms not otherwise defined herein will have the meaning assigned to those terms in the Agreement. The Migration Modules are as follows:

ERP Pro

Core Financials
Fixed Assets
Grants Management
Inventory Control
Project Accounting
ePurchasing
Purchasing
Accounts Receivable
Cashiering
Open Budget
Finance Insights
Content Manager Core

2. **Support & SaaS Services for Migration Modules.** Your payment of annual SaaS Fees for the Replacement Modules includes annual maintenance and support services in the scope described by the Agreement, and, *to the extent currently being provided*, annual SaaS Services, for the Migration Modules for the time period covered by your payment of annual SaaS Fees.
3. **License/Use Rights for Migration Modules.** Unless expressly stated otherwise in the Agreement, your license to use a Migration Module terminates when the applicable Replacement Module is used in live production.
4. **Credit for Prepaid Fees for Migration Modules.** In the event you prepaid annual maintenance or SaaS fees for Migration Modules for any time during your annual SaaS Term for your Replacement Modules, Tyler will credit that prepayment to your account. This credit may be applied towards any future purchases from Tyler under the Agreement.



Exhibit 3
Statement of Work

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Town of Fort Myers Beach

SOW from Tyler Technologies, Inc.

10/28/2025

Presented to:
Town of Fort Myers Beach
2731 Oak St
Fort Myers Beach, FL 33931-3354

Contact:
Becky Terry, PMP
Email: Becky.Terry@TylerTech.com
1 Tyler Drive
Yarmouth, Maine 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Town (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry
- Streamline business processes through automation, integration, and workflows

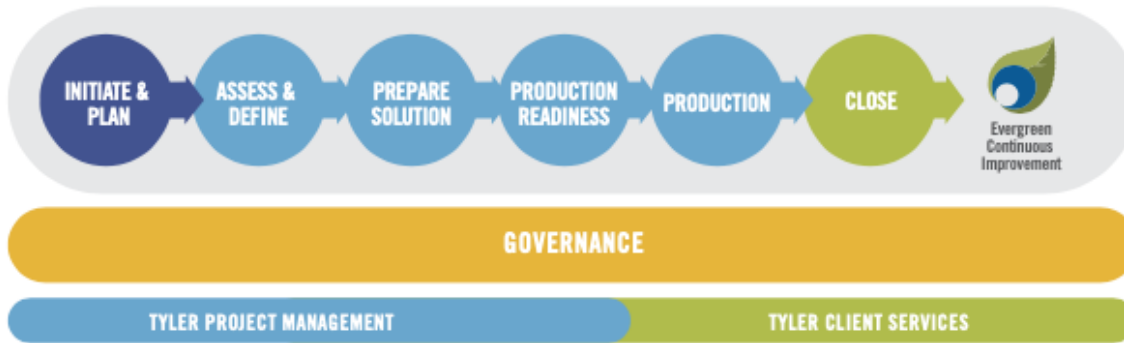
1.3 Methodology

This is accomplished by the Town and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases and is scaled to meet the Town’s complexity and organizational needs.



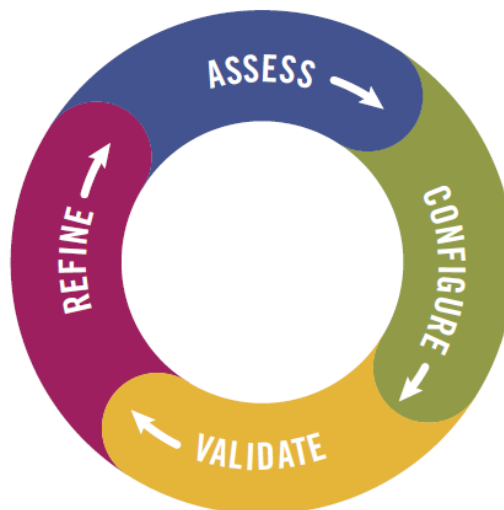
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Town and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Town and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Town's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

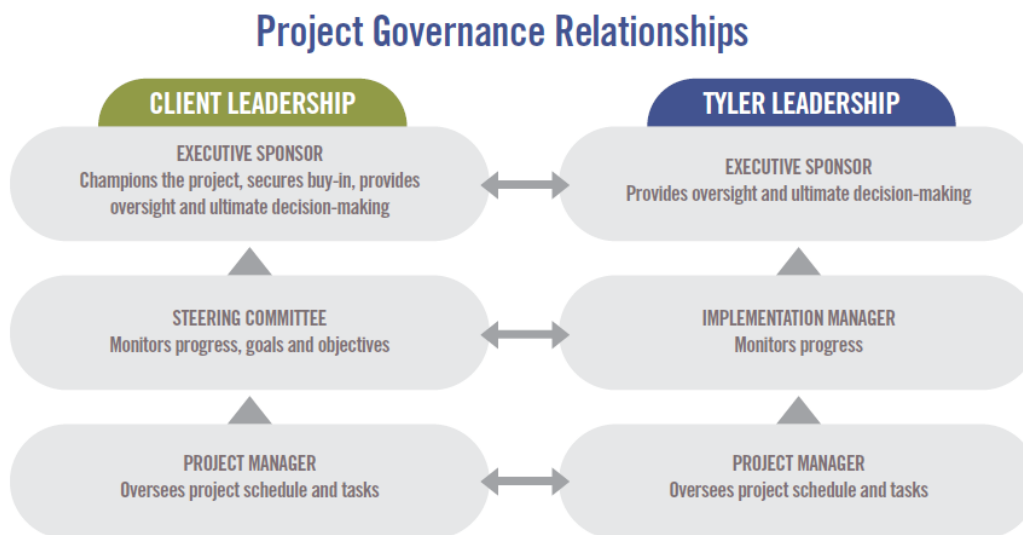
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occur during the Initiate & Plan Stage.

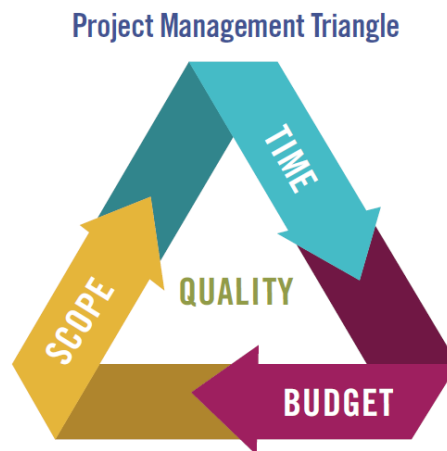
The chart below illustrates an overall team perspective where Tyler and the Town collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Town Steering Committee become the escalation points to triage responses prior to escalation to the Town and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Town and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

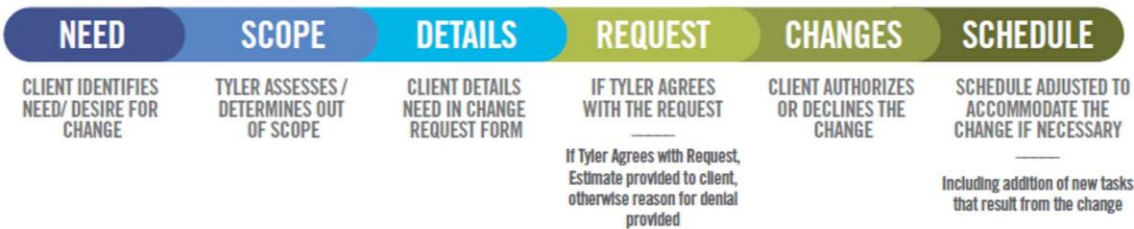
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee, and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Town; for example, the Town may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Town, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Town will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Town). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Town office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Town will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Town feedback and approval on Project deliverables will be critical to the success of the Project. The Town project manager will strive to gain deliverable and decision approvals from all authorized Town representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Town department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Town shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Town does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Town does not agree the Deliverable or Control Point meets requirements, the Town shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Town shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Town does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Town and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Town, but are roles defined within the Project. It is common for individual resources on both the Tyler and Town project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Town's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Town's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Town management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately, and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Town, the Tyler Project Manager provides regular updates to the Town Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone signoffs for acceptance by the Town project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the Town project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Town and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Town any items that may impact the outcomes of the Project.
- Collaborates with the Town 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Town 's project manager(s) to set a routine communication plan that will aid all Project team members, of both the Town and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Town through software validation process following configuration.
- Assists during Go-Live process and provides support until the Town transitions to Client Services.
- Facilitates training sessions and discussions with the Town and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



5.2 Town Roles & Responsibilities

Town resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Town Executive Sponsor

The Town executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Town steering committee, project manager(s), and functional leads to make critical business decisions for the Town.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Town Steering Committee

The Town steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Town project manager and Project through participation in regular internal meetings. The Town Steering Committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Town steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project is staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Town Policies
 - Needs of other client projects

5.2.3 Town Project Manager

The Town shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Town Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Town project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a



timely fashion to avoid Project delays. The Town project manager(s) are responsible for reporting to the Town steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Town project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Town and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Town staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Town resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Town technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Town Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Town project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Town resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Town Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Town business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Town staff during and after implementation.



- Participate in conversion review and validation.

5.2.6 Town End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Town Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Town third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the Town's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Town Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Town's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Town and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Town Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages”, and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Town.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Town with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The Town gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted, moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Town's team. During this step, Tyler will work with the Town to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Town project team.

STAGE 1	Initial Coordination																
	Tyler								Town								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Town project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Town		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Town to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Town Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the Town's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Town Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Town with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler								Town								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Town provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Town has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . The Town is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the Town's infrastructure meets Tyler's application requirements.
- Ensure the Town's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Town								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						



Inputs	Initial Infrastructure Requirements	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Town Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Town team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Town								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:



- None

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Town
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Town business processes. This information will be used to identify and define business processes utilized with Tyler software. The Town collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Town team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Town team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Town for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	Town



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Town and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Town will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Town's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	Town



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Town current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Town attendees possess sufficient knowledge and authority to make future state decisions.
- The Town is responsible for any documentation of current state business processes.
- The Town can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.



- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							Town									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Town Source data
	Town Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Town Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the Town representatives to identify business rules before writing the conversion.
- Town subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.

Assess & Define Stage Acceptance Criteria:



- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Town against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Town can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Town									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on Town Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Town Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The currently available version of the Tyler Licensed Software will be installed.
- The Town will provide network access for Tyler modules, printers, and Internet access to all applicable Town and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Town to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Town collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Town Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Town								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Town configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C



Updates to Solution Validation testing plan			C	C							A	R		C			C
--	--	--	---	---	--	--	--	--	--	--	---	---	--	---	--	--	---

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Town is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Town users on how to execute processes in the system to prepare them for the validation of the software. The Town collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Town understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Town								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Town Responsible)			I	C							A	R		C			



Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Town-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Town-specific process documentation (completed by Town)	

Work package assumptions:

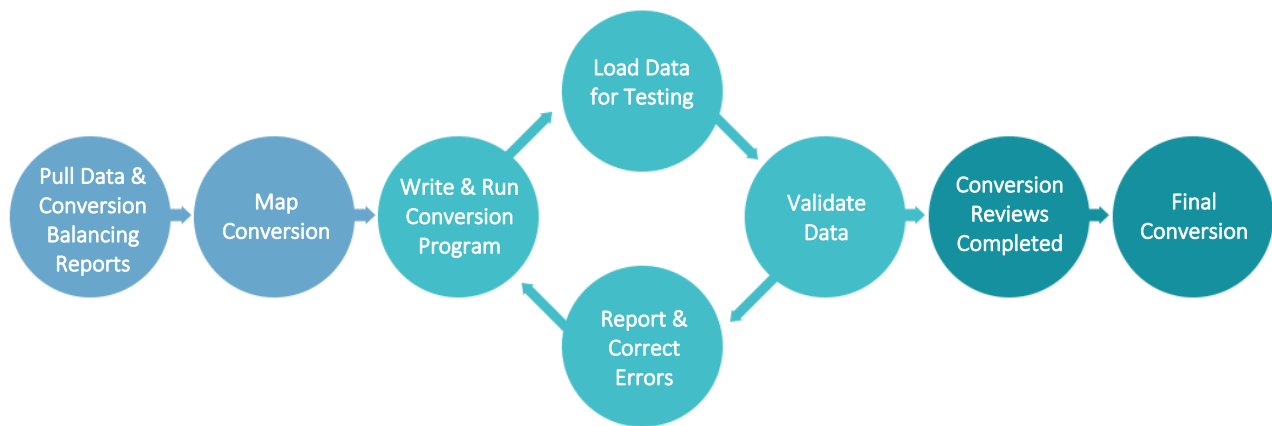
- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the Town's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Town will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Town to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.





Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								Town								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C



Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The Town will provide a single file layout per source system as identified in the investment summary.
- The Town subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The Town project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 This work package is not applicable.

6.3.6 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Town team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Town to review the status of the project and the organization's readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Town verifies all aspects of the Project (hardware, configuration, business processes, etc.) functioning properly and validates that all features and functions per the contract have been deployed for system use.



Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Town organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Town								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Town updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Town will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Town has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Town will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:



- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Town								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Town

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Town users who attended the Tyler sessions may train additional users. Additional Tyler-led sessions may be contracted at the applicable rates for training.



Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Town specific business process documentation. Town-led training labs using Town specific business process documentation if created by the Town can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Town is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Town								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Town-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Town sign off that training was delivered

Work package assumptions:

- The Town project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Town as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Town departments.
- The Town will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.



Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Town will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Town to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Town and Tyler will complete work assigned to prepare for Go-Live.

The Town provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the Town manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the Town during Go-Live activities. The Town transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Town data available in Production environment.

STAGE 5	Go-Live	
	Tyler	Town



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Town confirms data is available in production environment

Work package assumptions:

- The Town will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Town business processes required for Go-Live are fully documented and tested.
- The Town Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Town Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Town onto the Tyler Client Services team, who provides the Town with assistance following Go-Live, officially transitioning the Town to operations and maintenance.

Objectives:



- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Town teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Town								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Town to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
--------	-----------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities															
	Tyler								Town							



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support documents are provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Town transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Town for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Town teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Town								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Town
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Final action plan (for outstanding items)	
Reconciliation Report	
Post Phase Review	



Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Town may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Town teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Town								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Town and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Town acceptance: Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.



- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Town will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Town Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Town project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Town is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Town to make process changes.
- The Town is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Town is responsible for managing Organizational Change. Impacted Town resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Town resources understand the value of the change, and why they are being asked to change.



7.3 Resources and Scheduling

- Town resources will participate in scheduled activities as assigned in the Project Schedule.
- The Town team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Town will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Town will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Town makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Town will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Town will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The Town is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the Town representatives to identify business rules before writing the conversion. The Town must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The Town will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Town Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The Town is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)



7.5 Facilities

- The Town will provide dedicated space for Tyler staff to work with Town resources for both on-site and remote sessions. If Phases overlap, Town will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Town will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up to date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1 Enterprise ERP Conversion Summary

9.1.1 Accounting

9.1.1.1 Accounting - Actuals

- Summary account balances
- Up to 5 years

9.1.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 5 years

9.1.2 Accounts Payable

9.1.2.1 Vendors

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.2.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.2.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.3 Contracts

- Contract header detail with many fields available to convert including fiscal year and period, vendor number, department code, description, enforcement method code, dates for award, approval, entry and expiration, retention information, user-defined type and review codes, status code, user id for entry and approver. Additional fields are also available. A balance forward contract amount is converted, if original amount is required there will be an additional charge and contracts, po's and invoices must be converted together.



10. Additional Appendices

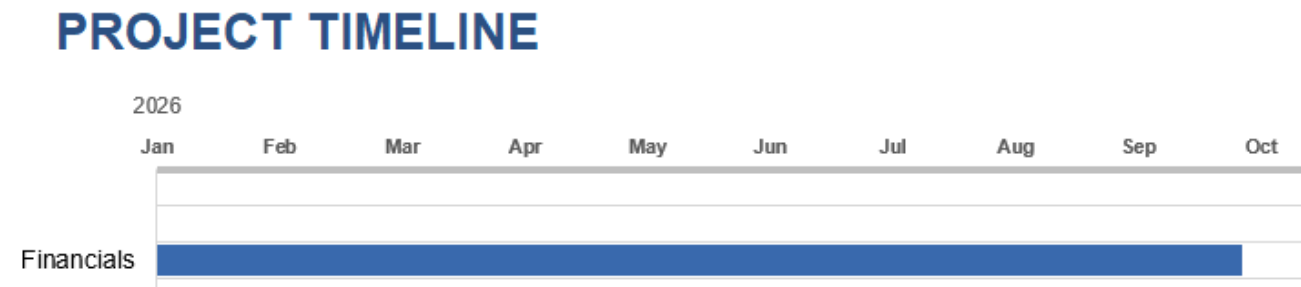


11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.



Phase	Functional Area(s)	Modules	Start Date	Go-Live Date	
1	Financials	- Accounting - Accounts Payable - Budgeting - Capital Assets - Cash Management - Contract Management - Purchasing w/ eProcurement - Project & Grant Accounting - Accounts Receivable - General Billing	Jan 2026 or as defined in the Project Plan and mutually agreed upon	Oct 2026 or as defined in the Project Plan and mutually agreed upon	Phase Months: 9 Average Days/Month: 5.9
	System Wide	- Analytics & Reporting w Executive Insights - Enterprise Forms - Content Manager Core - Enterprise ERP Admin & Security			





Exhibit 4

Third-Party Terms

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

**FIRST ADDENDUM TO SERVICE AGREEMENT BETWEEN THE TOWN
OF FORT MYERS BEACH AND TYLER TECHNOLOGIES, INC.**

THIS FIRST ADDENDUM (the “Addendum”) is entered into by and between the TOWN OF FORT MYERS BEACH, a Florida municipal corporation (the “Town”), and TYLER TECHNOLOGIES, INC., a foreign profit corporation (the “Contractor”), concerning the Service Agreement between the Town and Contractor for access to Contractor’s proprietary software products and services (the “Agreement”), which was approved at the November 18, 2024, Town Council meeting. The Town and the Contractor may collectively hereinafter be referred to as the “Parties.”

WITNESSETH:

WHEREAS, in the Fall of 2024, the Town selected the Contractor to provide certain products and services; and

WHEREAS, the Town is a member of Sourcewell (formerly known as National Joint Powers Alliance), under member number #136730; and

WHEREAS, the Contractor participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (the “Sourcewell Contract”); and

WHEREAS, the Town used Sourcewell Contract to procure certain software functionality from the Contractor; and

WHEREAS, on November 18, 2024, the Town Council of Fort Myers Beach approved the Agreement between the Town and the Contractor, as permitted under Section 2-480 of the Town Code of Ordinances; and

WHEREAS, the Agreement authorizes the Town Manager to execute any and all documents pertaining to the Agreement; and

WHEREAS, Section 119.0701, Florida Statutes, requires that certain public agency contracts must include certain statutorily required provisions concerning the Contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern.” Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this Addendum as follows:

- 1. Amendment.** This First Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and the terms of the Addendum, the terms of this Addendum shall prevail.
- 2. Public Records Compliance.** The Town is a public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida’s Public Records Law. Specifically, if and to the extent Chapter 119 is applicable to Contractor’s performance pursuant to this Agreement, Contractor 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 Agreement term and following completion of the Agreement if the contractor does not transfer the records to the public agency.
 - (d) Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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. 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 under the Agreement in derogation hereof shall be void and of no force or effect.

4. E-Verify Compliance. By executing this Addendum, 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 the Agreement. Failure to knowingly comply with this paragraph will result in the termination of the Agreement as provided in Section 448.095, Florida Statutes, as amended. To the extent required under Section 448.095, Florida Statutes, in the case of an applicable termination (a) Contractor will not be awarded a public contract in Florida for at least one (1) year after the date on which the Agreement was terminated and (b) Contractor will be liable to the Town for any additional costs to the Town as a result of the termination of the Agreement in accordance with such law. . 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.

5. 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.

6. Disclosure Requirements for “Foreign Countries of Concern.” Contractor shall comply with the disclosure requirements set forth in Section 286.101(3)(a), Florida Statutes, which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable “foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 268.101(7), Florida Statutes: “In addition to any fine assessed under [section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

7. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, the Agreement, this Addendum, and the parties’ actions under the same 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 the parties’ 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 the Agreement or this Addendum.

8. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding the Agreement or this Addendum, each party hereto shall bear its own attorneys’ fees 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.

9. Data Management; Notice of Breach. Contractor shall cooperate with the Town according with applicable law including, as prescribed by applicable law, to: provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, As of the Effective Date, Contractor acknowledges that the Town must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

10. 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.

11. 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.

12. 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.

13. Other. Notwithstanding any other provisions herein to the contrary, the Parties agree that the terms of services set forth in the Agreement shall govern.

(This Space Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the month and day last signed 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.

ATTEST:



Print Name: Chris Sadler

Print Title: Corporate Attorney

CONTRACTOR: TYLER TECHNOLOGIES, INC



Print Name: Kate M. Gray

Print Title: Senior Corporate Attorney

ATTEST:



Amy Baker, Town Clerk

TOWN OF FORT MYERS BEACH


Andrew Hyatt (Dec 12, 2024 16:40 EST)

Andrew Hyatt, Town Manager

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


Nancy Stuparich (Dec 13, 2024 16:35 EST)

Vose Law Firm, Town Attorney



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 136730.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://www.sourcewell-mn.gov/cooperative-purchasing/090320-tti>; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure certain software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the Town of Fort Myers Beach, Florida.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A

contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.

- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as [Exhibit A](#).
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as [Exhibit B](#).
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as [Exhibit C](#).
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as [Exhibit E](#).
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as [Schedule 1](#) to [Exhibit C](#).
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.

- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. **Ownership.**
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. **Restrictions.** You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
 - 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
 - 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
 - 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
 - 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will

provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot

resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your

receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. **Term.** The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes,

including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

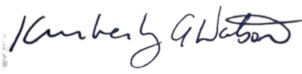
24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Town of Fort Myers Beach, Florida

By: 

By:  Andrew Hyatt (Nov 22, 2024 15:36 EST)

Name: Kim Watson

Name: Andrew Hyatt

Title: Senior Corporate Attorney

Title: Town Manager

Date: 12/23/24

Date: December 23, 2024

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Town of Fort Myers Beach
2523 Estero Boulevard
Fort Myers Beach, FL 33931-3354
Attention: Joe Onzick, MBA, CPA, Director of Finance



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

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Sales Quotation For:
Town of Fort Myers Beach
2523 Estero Blvd
Fort Myers Beach FL 33931-3354

Quoted BY Jacob Kendell
Quote Expiration 2/18/25
Quote Name Town of Fort Myers Beach
 ERP Pro SaaS Sourcewell
 #136730

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
Invoice Approvals	\$ 0	\$ 0	\$ 0
Core Financials	\$ 18,001	\$ 1,800	\$ 16,201
Contracts Management	\$ 0	\$ 0	\$ 0
Fixed Assets	\$ 3,151	\$ 315	\$ 2,836
Grants Management	\$ 1,800	\$ 180	\$ 1,620
Inventory Control	\$ 4,244	\$ 424	\$ 3,820
Project Accounting	\$ 4,202	\$ 420	\$ 3,782
ePurchasing	\$ 2,000	\$ 0	\$ 2,000
Purchasing	\$ 5,602	\$ 560	\$ 5,042
Accounts Receivable	\$ 4,598	\$ 460	\$ 4,138
ERP Pro 10 Customer Relationship Management Suite			
Cashiering	\$ 1,415	\$ 142	\$ 1,273

Tyler Annual Software – SaaS			
Description	List Price	Discount	Annual
Tyler One			
Identity			
Workforce Direct	\$ 0	\$ 0	\$ 0
Data & Insights			
Open Budget	\$ 3,500	\$ 0	\$ 3,500
Finance Insights	\$ 9,000	\$ 0	\$ 9,000
Content Manager Suite			
Content Manager Core	\$ 6,430	\$ 643	\$ 5,787
TOTAL:			
Term # of Years:		3	
		\$ 63,943	\$ 4,944
			\$ 58,999

Tyler Annual Services		Annual
Description		
ERP Pro		
Other Services		
Tyler University		\$ 1,922
TOTAL:		\$ 1,922

Tyler Fees per Transaction		Net Unit Price
Description		
ERP Pro		
ERP Pro 10 Financial Management Suite		
AP Automation		\$ 0.00

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	304	\$ 44,080
Project Management	1	\$ 2,000
Data Conversion Services		\$ 4,500
ERP Pro 10 Customer Relationship Management Suite		
Professional Services	20	\$ 2,900
Project Management	1	\$ 1,250
Data & Insights		
Professional Services	42	\$ 6,090
Content Manager Suite		
Professional Services	40	\$ 5,800
TOTAL:		\$ 66,620

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 58,999
Total Tyler Services	\$ 66,620	\$ 1,922
Summary Total	\$ 66,620	\$ 60,921
Contract Total	\$ 127,541	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.
SaaS is considered a term of one year unless otherwise indicated.

Workforce Direct	The use of certain Tyler application(s) requires Client to engage and use an identity provider that meets Open ID Connect (OIDC) or Security Assertion Markup Language (SAML) standards (each, an “IdP”), such as Microsoft Entra ID, Okta, Google Cloud Identity or RapidIdentity. Client will permit these applications to directly federate with such IdP. Client is responsible for (a) keeping Client and its representatives’ passwords secure and confidential, (b) any account activity or access that occurs pursuant to Client and its representatives’ passwords, its account or IdPs, and (c) notifying Tyler of any unauthorized access to its account. Failure to provide Tyler with the ability to federate to a supported IdP may result in disrupted deployment and implementation schedules and additional costs. If you do not have an IdP in place, please contact us for additional information.
Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Core Financials	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
Invoice Approvals	Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval.
Financial Management Data Conversion	Financial Management conversion includes Chart of Accounts, General Ledger, and Accounts Payable. Prior fiscal year balances, current fiscal year balanced transactions, and unlimited unbalanced transaction history are also included.
Content Manager Core	Core includes Onboarding
AP Automation	AP Automation pricing quoted reflects processing via check or Virtual Card. Processing checks will incur a fee and an invoice will be provided annually based on actual usage. Please refer to the Terms of Use for Fee Structure and to agree to terms: https://www.tylertech.com/client-terms/ap-automation-payment-terms-of-use



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 *Web Services:* Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the

Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. **Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Statement of Work

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Town of Fort Myers Beach

SOW from Tyler Technologies, Inc.

10/25/2024

Presented to:
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2731 Oak St.
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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Fort Myers Beach (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

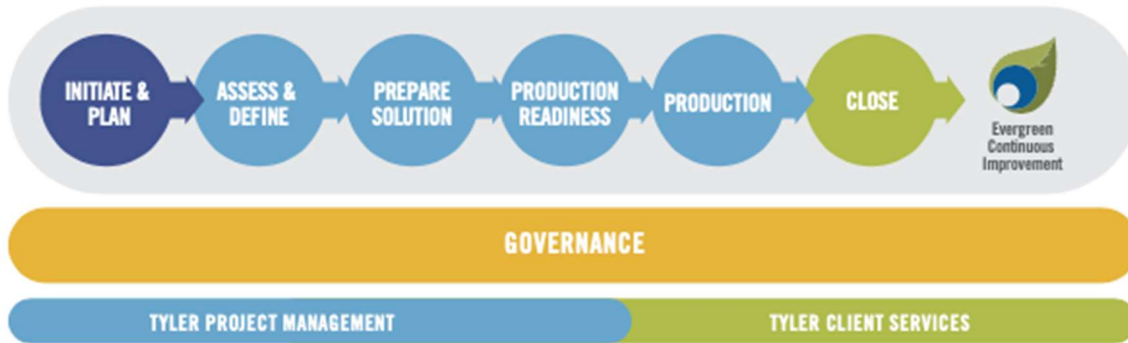
1.3 Methodology

This is accomplished by the Fort Myers Beach and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Fort Myers Beach’s complexity and organizational needs.



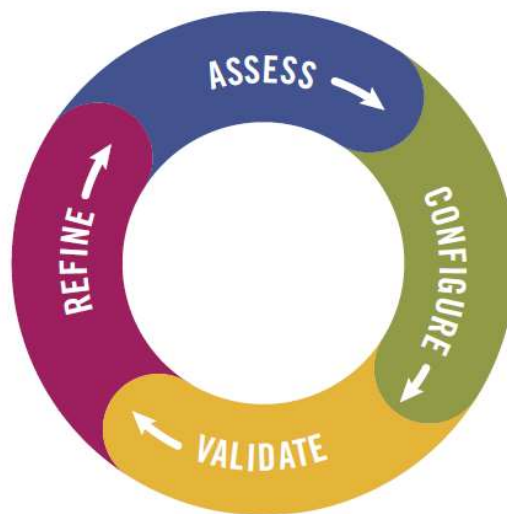
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Fort Myers Beach and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Fort Myers Beach and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Fort Myers Beach's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

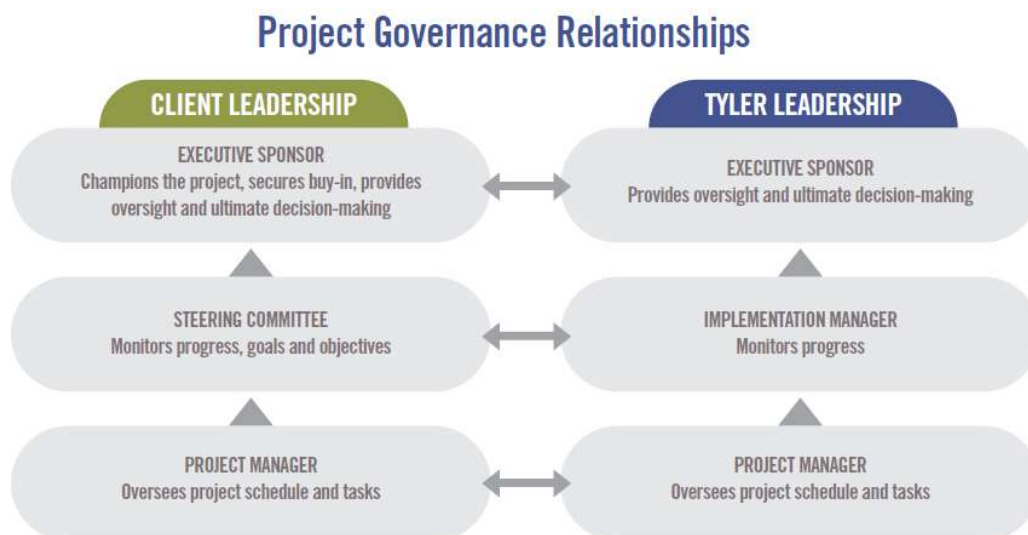
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Fort Myers Beach collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Fort Myers Beach Steering Committee become the escalation points to triage responses prior to escalation to the Fort Myers Beach and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Fort Myers Beach and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

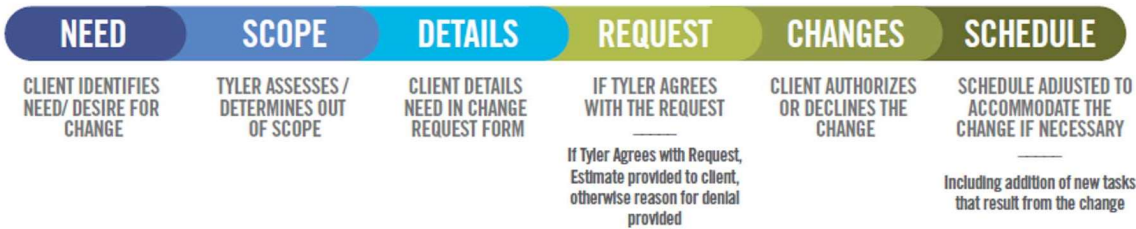
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Fort Myers Beach; for example, the Fort Myers Beach may decide it no longer

needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Fort Myers Beach, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Fort Myers Beach will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Fort Myers Beach). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Fort Myers Beach office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Fort Myers Beach will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Fort Myers Beach feedback and approval on Project deliverables will be critical to the success of the Project. The Fort Myers Beach project manager will strive to gain deliverable and decision approvals from all authorized Fort Myers Beach representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Fort Myers Beach department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Fort Myers Beach shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Fort Myers Beach does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Fort Myers Beach does not agree the Deliverable or Control Point meets requirements, the Fort Myers Beach shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Fort Myers Beach shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Fort Myers Beach does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Fort Myers Beach and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Fort Myers Beach, but are roles defined within the Project. It is common for individual resources on both the Tyler and Fort Myers Beach project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Fort Myers Beach 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Fort Myers Beach 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Fort Myers Beach management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Fort Myers Beach, the Tyler Project Manager provides regular updates to the Fort Myers Beach Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Fort Myers Beach project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with the Fort Myers Beach project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Fort Myers Beach and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Fort Myers Beach any items that may impact the outcomes of the Project.
- Collaborates with the Fort Myers Beach 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Fort Myers Beach 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Fort Myers Beach and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Fort Myers Beach through software validation process following configuration.
- Assists during Go-Live process and provides support until the Fort Myers Beach transitions to Client Services.
- Facilitates training sessions and discussions with the Fort Myers Beach and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.



- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Fort Myers Beach Roles & Responsibilities

Fort Myers Beach resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Fort Myers Beach Executive Sponsor

The Fort Myers Beach executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Fort Myers Beach steering committee, project manager(s), and functional leads to make critical business decisions for the Fort Myers Beach.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Fort Myers Beach Steering Committee

The Fort Myers Beach steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Fort Myers Beach project manager and Project through participation in regular internal meetings. The Fort Myers Beach steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Fort Myers Beach steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Fort Myers Beach Policies
 - Needs of other client projects

5.2.3 Fort Myers Beach Project Manager

The Fort Myers Beach shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Fort Myers Beach Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Fort Myers Beach project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Fort Myers Beach project manager(s) are responsible for reporting to the Fort Myers Beach steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Fort Myers Beach project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Fort Myers Beach and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Fort Myers Beach staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Fort Myers Beach resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.

- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Fort Myers Beach technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Fort Myers Beach Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Fort Myers Beach project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Fort Myers Beach resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Fort Myers Beach Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the Fort Myers Beach business processes and requirements.



- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Fort Myers Beach staff during and after implementation.

5.2.6 Fort Myers Beach End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Fort Myers Beach Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Fort Myers Beach third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.

5.2.7.1 Fort Myers Beach Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Fort Myers Beach's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Fort Myers Beach and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Fort Myers Beach Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.



- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the Fort Myers Beach.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “This work package is not applicable” in Section 6 of the Statement of Work.*

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Fort Myers Beach with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Fort Myers Beach gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Fort Myers Beach's team. During this step, Tyler will work with the Fort Myers Beach to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Fort Myers Beach project team.

STAGE 1	Initial Coordination																
	Tyler								Fort Myers Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Fort Myers Beach project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the Fort Myers Beach		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables	
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	Fort Myers Beach provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Fort Myers Beach has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The Fort Myers Beach is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the Fort Myers Beach's infrastructure meets Tyler's application requirements.
- Ensure the Fort Myers Beach's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning	
	Tyler	Fort Myers Beach

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C
Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Fort Myers Beach Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Fort Myers Beach team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Fort Myers Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				

Perform Stakeholder Meeting Presentation	I	A	R	I	I					I	I	C	I	I	I	I	I
--	---	---	---	---	---	--	--	--	--	---	---	---	---	---	---	---	---

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Fort Myers Beach
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Fort Myers Beach business processes. This information will be used to identify and define business processes utilized with Tyler software. The Fort Myers Beach collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Fort Myers Beach team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Fort Myers Beach team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Fort Myers Beach for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Fort Myers Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Fort Myers Beach and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Fort Myers Beach will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Fort Myers Beach's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis																
	Tyler							Fort Myers Beach									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Fort Myers Beach current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Fort Myers Beach attendees possess sufficient knowledge and authority to make future state decisions.
- The Fort Myers Beach is responsible for any documentation of current state business processes.
- The Fort Myers Beach can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 This work package is not applicable.

6.2.5 This work package is not applicable.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Fort Myers Beach against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Fort Myers Beach can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	Fort Myers Beach

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on Fort Myers Beach Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Fort Myers Beach Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Fort Myers Beach will provide network access for Tyler modules, printers, and Internet access to all applicable Fort Myers Beach and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Fort Myers Beach to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Fort Myers Beach collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.

- Educate the Fort Myers Beach Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler							Fort Myers Beach									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Fort Myers Beach configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Fort Myers Beach is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Fort Myers Beach users on how to execute processes in the system to prepare them for the validation of the software. The Fort Myers Beach collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Fort Myers Beach understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Fort Myers Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Fort Myers Beach Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Fort Myers Beach-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	

	Completed Fort Myers Beach-specific process documentation (completed by Fort Myers Beach)	
--	---	--

Work package assumptions:

- None

6.3.4 This work package is not applicable.

6.3.5 This work package is not applicable.

6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Updated solution design document (Data & Insights only).
- Prioritized data sets for review in Tyler system (Data & Insights only).

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Fort Myers Beach team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Fort Myers Beach to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Fort Myers Beach verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.

- Ensure the Fort Myers Beach organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Fort Myers Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Fort Myers Beach updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Fort Myers Beach will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Fort Myers Beach has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Fort Myers Beach will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Fort Myers Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Fort Myers Beach

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Fort Myers Beach specific business process documentation. Fort Myers Beach-led



training labs using Fort Myers Beach specific business process documentation if created by the Fort Myers Beach can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Fort Myers Beach is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Fort Myers Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Fort Myers Beach-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Fort Myers Beach signoff that training was delivered

Work package assumptions:

- The Fort Myers Beach project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Fort Myers Beach as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Fort Myers Beach departments.
- The Fort Myers Beach will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Fort Myers Beach will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Fort Myers Beach to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Fort Myers Beach and Tyler will complete work assigned to prepare for Go-Live.

Tyler staff collaborates with the Fort Myers Beach during Go-Live activities. The Fort Myers Beach transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Fort Myers Beach data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Fort Myers Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Fort Myers Beach confirms data is available in production environment

Work package assumptions:

- The Fort Myers Beach will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Fort Myers Beach business processes required for Go-Live are fully documented and tested.
- The Fort Myers Beach Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Fort Myers Beach Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Fort Myers Beach onto the Tyler Client Services team, who provides the Fort Myers Beach with assistance following Go-Live, officially transitioning the Fort Myers Beach to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Fort Myers Beach teams for key processes and subject areas.

STAGE 5	Transition to Client Services	
	Tyler	Fort Myers Beach



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Transfer Fort Myers Beach to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	Fort Myers Beach

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Fort Myers Beach transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Fort Myers Beach for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Fort Myers Beach teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Fort Myers Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Fort Myers Beach
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Fort Myers Beach may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Fort Myers Beach teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Fort Myers Beach								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Fort Myers Beach and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Fort Myers Beach acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the Fort Myers Beach will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Fort Myers Beach Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Fort Myers Beach project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the Fort Myers Beach is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the Fort Myers Beach to make process changes.
- The Fort Myers Beach is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Fort Myers Beach is responsible for managing Organizational Change. Impacted Fort Myers Beach resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of

change is ensuring that impacted Fort Myers Beach resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Fort Myers Beach resources will participate in scheduled activities as assigned in the Project Schedule.
- The Fort Myers Beach team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the Fort Myers Beach will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The Fort Myers Beach will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The Fort Myers Beach makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The Fort Myers Beach will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The Fort Myers Beach will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 This work package is not applicable.

7.5 Facilities

- The Fort Myers Beach will provide dedicated space for Tyler staff to work with Fort Myers Beach resources for both on-site and remote sessions. If Phases overlap, Fort Myers Beach will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The Fort Myers Beach will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. No Conversion - This work package is not applicable.



10. Additional Appendices

10.1 This work package is not applicable.

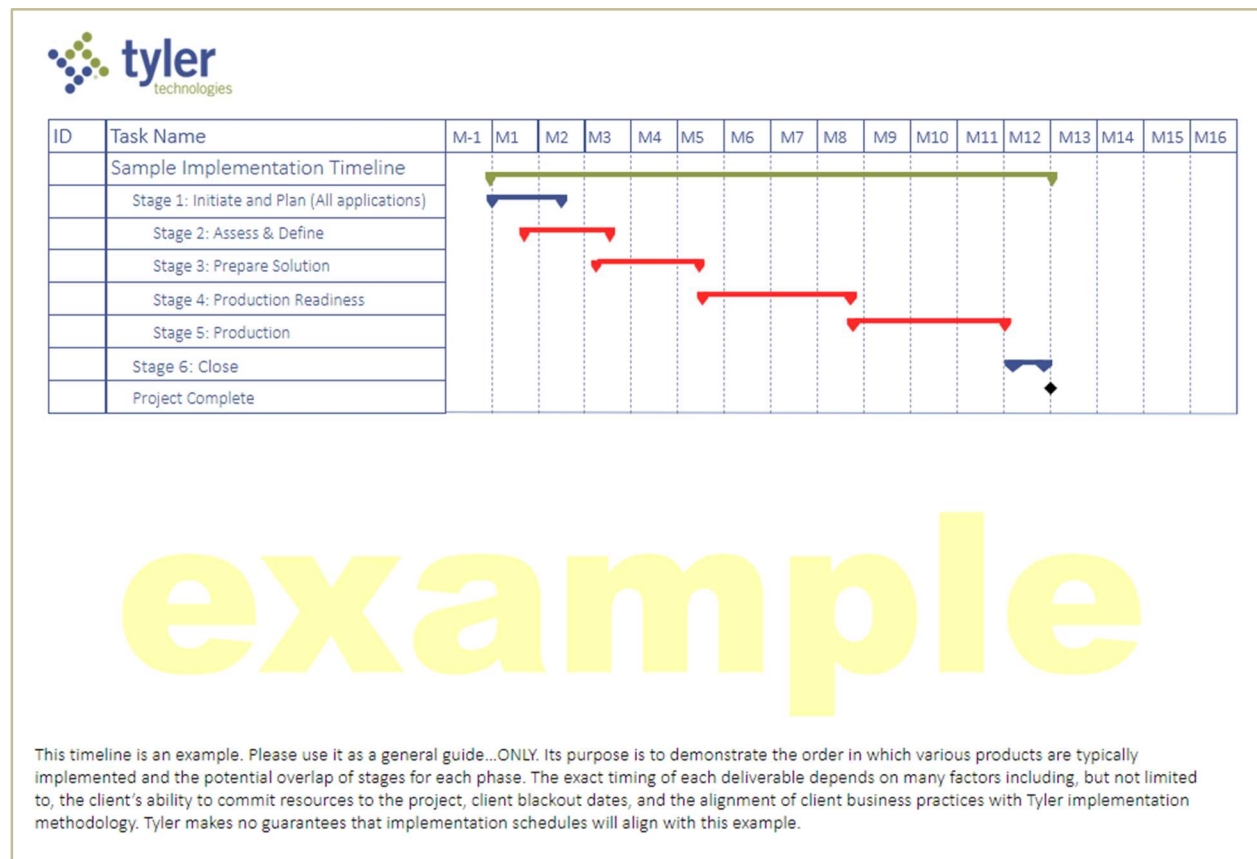


11. Project Timeline

11.1 Data & Insights Project Plan

Data & Insights Project Plan												
	Week											
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>	<u>12</u>
Initiate and Plan												
Assess and Define												
Prepare Solution												
Production Readiness												
Production												
Close												

11.2 ERP Pro Financial Management Timeline



11.3 This work package is not applicable.

Fort Myers Beach, FL SaaS completed PE AM 122324

Final Audit Report

2024-12-23

Created:	2024-12-23
By:	Albert Mendoza (albert.mendoza@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuGbr8r2pdDlsmoDoOJ0mEdinTz8Kqj6y

"Fort Myers Beach, FL SaaS completed PE AM 122324" History

-  Document created by Albert Mendoza (albert.mendoza@tylertech.com)
2024-12-23 - 7:08:37 PM GMT- IP address: 163.116.253.41
-  Document emailed to Kimberly Watson (kimberly.watson@tylertech.com) for signature
2024-12-23 - 7:09:34 PM GMT
-  Email viewed by Kimberly Watson (kimberly.watson@tylertech.com)
2024-12-23 - 7:11:45 PM GMT- IP address: 163.116.144.109
-  Document e-signed by Kimberly Watson (kimberly.watson@tylertech.com)
Signature Date: 2024-12-23 - 7:14:02 PM GMT - Time Source: server- IP address: 163.116.144.109
-  Agreement completed.
2024-12-23 - 7:14:02 PM GMT

1. **Request:**

Meeting Date: December 1, 2025

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AWARDING RFP-26-01-PW TO TIDEWATER LANDSCAPE, AS THE MOST RESPONSIVE AND RESPONSIBLE BIDDER TO COMPLETE LANDSCAPING AND IRRIGATION REPAIRS TO RESIDENTIAL AND/OR COMMUNITY YARDS DAMAGED BY UTILITY WORK AS RECOMMENDED BY THE SELECTION ADVISORY COMMITTEE; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND PREPARE AN AGREEMENT FOR THE RECOMMENDED SERVICES SUBJECT TO LEGAL REVIEW; AUTHORIZING THE TOWN MANAGER TO SIGN THE AGREEMENT; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

Pursuant to the Town's purchasing policies, the Town publicly solicited through a Request for Proposals (RFP) process for a landscaping contractor to provide all labor, equipment and material necessary to perform landscaping repairs to residential and/or community yards damaged from utility work.

The Town solicited RFP-26-01-PW on October 2, 2025 and proposals were due November 3, 2025 in which the Town received two responses from Green Construction Technologies and TideWater Landscape.

The Selection Advisory Committee met on Friday, November 14, 2025 to discuss, evaluate and rank the proposals submitted, unanimously recommending to the Town Manager TideWater Landscape.

After review by the Town Manager, this recommendation for award and contract negotiations pursuant to the Town's purchasing policies is before the Town Council for approval through this Resolution.

Attachments:

1. 25-331, Accepting rankings for RFP-26-01-PW Landscaping and Irrigation
2. RFP 25-16-PW Landscaping and Irrigation
3. Green Construction
4. Tidewater Landscape
5. Overall scores w/ individual rankings

Financial Impact:

6. **Alternative Action**

Do not accept the recommendations and potentially rebid the solicitation.

7. Management Recommendations:

Accept the recommendations and authorize the Town Manager to negotiate with the top ranking firms.

8. Recommended Approval:

Amy Baker, Town Clerk
Jeff Hauge, Community Services Director
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 11/20/2025
Approved - 11/20/2025
Approved - 11/20/2025
Approved - 11/24/2025
Approved - 11/24/2025
Final Approval - 11/24/2025

RESOLUTION NUMBER 25-331

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AWARDING RFP-26-01-PW TO TIDEWATER LANDSCAPE, AS THE MOST RESPONSIVE AND RESPONSIBLE BIDDER TO COMPLETE LANDSCAPING AND IRRIGATION REPAIRS TO RESIDENTIAL AND/OR COMMUNITY YARDS DAMAGED BY UTILITY WORK AS RECOMMENDED BY THE SELECTION ADVISORY COMMITTEE; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND PREPARE AN AGREEMENT FOR THE RECOMMENDED SERVICES SUBJECT TO LEGAL REVIEW; AUTHORIZING THE TOWN MANAGER TO SIGN THE AGREEMENT; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("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 of Fort Myers Beach is seeking to find a contractor to provide all labor, equipment and materials necessary to perform landscaping repairs to residential and/or community yards damaged from utility work; and

WHEREAS, the Town of Fort Myers Beach solicited an RFP in October 2025 to receive proposals for FMB Landscaping and Irrigation; and

WHEREAS, the Town received proposals from two firms, Green Construction Technologies and TideWater Landscape, and the Selection Advisory Committee met on November 14, 2025, and unanimously recommended to the Town Manager Tidewater Landscape for the award; and

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

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

Section 2. The Town Council hereby awards the bid as provided herein with TideWater Landscape, authorizes the Town Manager to negotiate and prepare an agreement for the services included within the proposal subject to legal review, and authorize the Town Manager to execute the agreement.

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

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

Dan Allers, Mayor	_____
Scott Safford, Vice Mayor	_____
Jim Atterholt, Council Member	_____
John R. King, Council Member	_____
Rebecca Link, 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 FOR THE USE
AND RELIANCE OF THE TOWN OF FORT MYERS BEACH SOLELY:

Vose Law Firm, Town Attorney

This Resolution was filed in the Office of the Town Clerk on: _____.

THE TOWN OF FORT MYERS BEACH



REQUEST FOR PROPOSAL RFP-26-01-PW

DATE ISSUED: Thursday, October 2, 2025

Electronic responses are to be submitted via Demandstar.com

Monday, November 3, 2025 by 3:15 PM

To:
TOWN OF FORT MYERS BEACH
VIA DEMANDSTAR.COM

PROPOSAL OPENING: Monday, November 3 at 3:30 PM

Fort Myers Beach Landscaping and Irrigation

Town of Fort Myers Beach
6231 Estero Blvd
Fort Myers Beach, FL 33931

TOWN OF FORT MYERS BEACH, FLORIDA

RFP-26-01-PW

The Town of Fort Myers Beach, Florida invites qualified firms to submit proposals to provide:

Fort Myers Beach Landscaping and Irrigation

The Town intends to award a contract to a firm(s) to provide services necessary for the project (the "Project") described herein.

The Town of Fort Myers Beach, Florida (the "Town") will receive sealed, electronic proposals until **3:15 pm, (local), Monday, November 3, 2025 electronically via Demandstar.com** only.

The contact for this RFP is:

Town Clerks Office

6231 Estero Blvd

Fort Myers Beach, Florida 33931

Email: bids@fmbgov.com

Phone: 239-765-0202

RFP documents may be obtained via the Internet at www.Demandstar.com. If you do not have internet access, you may obtain the documents by contacting the Contracts and Procurement Specialist (an additional charge will apply). See Part II, Section H of the RFP for information regarding submitting a proposal.

This solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part with or without cause.

LEGAL NOTICE TO PROPOSERS

NOTICE IS HEREBY given that **electronic proposals only** will be received by the TOWN OF FORT MYERS BEACH electronically through www.demandstar.com until 3:15 pm LOCAL TIME on Monday, November 3, 2025. Proposals will be opened at 3:30 pm November 3, 2025 in Town Hall Council Chambers, 6231 Estero Blvd., Fort Myers Beach, FL 33931.

Fort Myers Beach Landscaping and Irrigation RFP-26-01-PW

Any proposals received by the Town after the above date and time shall remain unopened.

BACKGROUND: The Town of Fort Myers Beach requires a landscaping contractor to provide all labor, equipment and material necessary to perform landscaping repairs to residential and/or community yards damaged from utility work.

During the contract period, the Town may identify additional projects relating to landscaping and irrigation on Fort Myers Beach. The Town will issue separate Supplemental Task Orders and Purchase Orders for each additional project.

The official proposal documents and project specifications shall be obtained from www.demandstar.com.

The Town of Fort Myers Beach reserves the right, in its sole judgment and in the best interest of the Town of Fort Myers Beach, to waive any informalities in any proposals; to make award(s) including multiple awards; to waive any non-substantive in Town's sole judgment, irregularity or technicality in proposals received, and/or to reject any or all proposals.

OBTAINING PROPOSAL DOCUMENTS

Ordering Instructions: The official proposal Documents (project specifications and drawings) shall be obtained from Demandstar.com at www.demandstar.com

PROPOSER must furnish the TOWN with a mailing address, e-mail address and phone number for contact purposes. It shall be the PROPOSER'S sole responsibility to keep all such information current with the TOWN until the execution of a contract by the TOWN for this project. If the official documents are not obtained directly from Demandstar.com, or are modified in any manner, the proposal **will not** be accepted for consideration by the TOWN.

Complete sets of Proposal Documents must be used in preparing the Proposal. The TOWN will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents.

SUBMITTAL OF PROPOSALS

PROPOSAL SUBMITTALS MUST COMPLY WITH THE FOLLOWING TO BE VALID:

Proposals must be **electronically** submitted via Demandstar.com and identified as

Fort Myers Beach Landscaping and Irrigation RFP-26-01-PW

Any questions regarding the use of Demandstar for submittal should be directed to Demandstar prior to the proposal's due date.

ALL REQUIRED FORMS MUST BE ELECTRONICALLY SUBMITTED THROUGH DEMANDSTAR.COM.
FAILURE TO COMPLY AND SUBMIT MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

The TOWN reserves the right to waive informalities in any proposals; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the TOWN.

The TOWN is not responsible for any cost incurred by any PROPOSER in preparing these Proposal Documents.

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RFP GENERAL INFORMATION

For the purposes of this Request for Proposals (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Town** shall mean the Town of Fort Myers Beach, Town Manager, as applicable, and any officials, employees, agents, and elected officials.

A. GENERAL INFORMATION

INVITATION TO PROPOSE; PURPOSE

The Town solicits proposals from responsible Proposers to perform work for or provide goods and/or services to the Town as specifically described in Part II, Statement of Work.

ACCOMODATION FOR DISABILITIES

Prospective Proposers with disabilities requiring an accommodation to attend the pre-Proposal meeting or to otherwise participate in this RFP process should contact the Town Clerk's Office as promptly as possible to allow the Town to examine the request and determine what if any accommodations are possible.

DEVIATION FROM SPECIFICATION

Any deviation from specifications must be clearly stated, explained in detail, and accepted by the Town in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

INFORMALITIES

The Town reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not, the informality is minor.

INFORMATION AND LITERATURE

Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

PRICING

As provided in Proposal C, which will be attached to the Contract.

RESPONSIBLE PROPOSER

A Proposer, business entity or individual which is fully capable to meet all of the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must be able to fully document the ability to provide good faith performance in accordance with Town Ordinance 24-11.

RESPONSIVE PROPOSER A

A Proposer, business entity or individual which has submitted a proposal that fully conforms in all material respects to the RFP and all of its requirements, including requirements as to form and substance in accordance with Town Ordinance 24-11.

CONTRACT AWARDS

The Town Council anticipates entering into a contract with the Proposer who submits the proposal judged by the Town to be most responsive and responsible. The Town anticipates the awarding of one contract but reserves the right to award more than one contract if it is in its best interest. If the Town selects a Proposal, the Town will provide a written notice of the award.

The Town reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract, or agreement has been approved as to be formed by the Town Attorney and has been executed by both the Town (with Council approval, if applicable) and the successful Proposer.

PROPOSED EXPENSES

The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal. No out-of-scope services shall be provided in the absence of prior written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Town will not pay a retainer or similar fee. The Town is not responsible for any expenses that the proposer may incur in preparing and submitting proposals called for in this request. The Town will not pay for any out-of-pocket expenses, such as word processing, photocopying, postage, per diem, travel expenses and the like, incurred by the proposer. The Town will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodation, etc.).

INQUIRIES

The Town will not respond to oral inquiries. Proposers may mail or email written inquiries to bids@fmbgov.com. Please mark the correspondence "RFP-26-01-PW QUESTION".

The Town will respond to written inquiries received no later than 7 working days prior, or Thursday, October 23, 2026 by 4:00 pm, from the date scheduled for submission of the proposals. The Town will record its responses to inquiries and any supplemental instructions in the form of a written addendum. It is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

DELAYS

The Town may postpone scheduled due dates at its sole discretion. The Town will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

COMMITTEE MEETINGS AND NOTIFICATIONS

Notice of the Evaluation Committee meetings will be posted with reasonable advanced notice in advance of such meetings. Proposers are responsible for checking the following locations for updates on this proposal's status: physical posting at Town Hall, a link to which may be found on the Town's web page www.fmbgov.com.

Pursuant to Florida Statutes § 286.0113, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements of Florida Statutes § 286.011 and Art. I, § 24(b) of the Florida Constitution.

TAX EXEMPTIONS

The Town of Fort Myers Beach is tax exempt.

PROPOSAL SUBMISSION

PROPOSALS MUST COMPLY WITH THE FOLLOWING TO BE VALID:

Proposals must be electronically submitted via Demandstar.com and identified as

Fort Myers Beach Landscaping and Irrigation Project RFP-26-01-PW

Any questions regarding the use of Demandstar for submittal should be directed to Demandstar prior to the proposal due date.

ALL REQUIRED FORMS MUST BE ELECTRONICALLY SUBMITTED THROUGH THE DEMANDSTAR.COM. **FAILURE TO COMPLY AND SUBMIT MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

The TOWN reserves the right to waive informalities in any proposals; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the TOWN.

The TOWN shall not be responsible for any cost incurred by any PROPOSER in the preparation of these Proposal Documents.

B PROPOSAL FORMAT

NO LOBBYING; REQUIRED AFFIDAVIT

After the issuance of any solicitation, or during renegotiation of an existing contract, no prospective offerors or their agents, representatives or persons acting at the request of such offerors shall contact, communicate with, or discuss, either in person, by phone, email or text message, any matter relating to the solicitation or the renegotiation with any Town officers, agents or employees (including the Town council and Town manager) other than the purchasing agent designated in the solicitation, unless otherwise provided for in the solicitation or otherwise directed by the designated purchasing agent or procurement official. This prohibition includes copying such persons on written communications with the purchasing agent but does not apply to presentations made to evaluation committees or at a council meeting where the council is considering approval of a proposed contract. The prohibition ends upon execution of the final contract or when the solicitation has been canceled, or the renegotiation efforts are terminated. Renegotiation will be deemed to have commenced upon vote of the council directing renegotiation or on issuance of a written notice from the procurement official to the existing contractor instituting a renegotiation process. **Failure of businesses seeking to conduct business with the Town to strictly adhere to this section will result in the offender's proposal, proposal or response being disqualified from further consideration, and may also result in the suspension**

or debarment of the offending business.

As part of its proposal submission, each Proposer must submit the attached Affidavit acknowledging the foregoing Code provision and attesting compliance therewith.

NON-COLLUSION AFFIDAVIT As part of its proposal submission, each Proposer must submit the attached Non-Collusion Affidavit.

CONFLICT OF INTEREST DISCLOSURE As part of its proposal submission, each Proposer must submit the attached certification confirming that the proposal was not influenced by or the result of collusion with any other actual or potential Proposer, and is not otherwise in violation of federal, state, associate, or agent which who is also an officer or employee of the Town or of its agencies. Offerors must disclose the name of any officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

ANTI-DISCRIMINATION/ EQUAL EMPLOYMENT OPPORTUNITY The successful Proposer will be required, during the term of its performance, to refrain from discrimination against any employee or applicant for employment because of race, color, religion, sex, disability, 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, disability, or national origin.

VENDOR LIST CERTIFICATIONS The Town requires a certification from Proposer that their firm is not on the following Vendor List maintained by the Florida Department of Management Services. The Florida Department of Management Services prohibits the use of vendors which appear on their Vendor Lists.

Florida Statute	287.1346	Forced Labor Vendor List (Awarded Firm required to provide Affidavit)
Florida Statute	287.133	Convicted Vendor List/Public Entity Crimes
Florida Statute	287.134	Discriminatory Vendor List
Florida Statute	287.1351	Suspended Vendor List
Florida Statute	287.137	Antitrust Violator List
Florida Statute	287.135	Scrutinized List of Prohibited Companies
Florida Statute	287.057(1-3)	Federal Excluded Parties List
Florida Statute	287.057(25)	Anti-Lobbying Clause (Cone of Silence)

FLORIDA CIVIL RIGHT ACT The Contractor or Consultant shall comply with Florida Statute 760, which states that the contractor shall comply with the Florida Civil Rights Act of 1992, which states that individuals in the state are free from discrimination because of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status.

BYRD ANTI-LOBBYING AMENDMENT

31 U.S.C. § 1352 (as amended). Contractors who submit a proposal for an award of \$100,000 or more shall file the required certification (Exhibit IV). 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 who in turn will forward the certification(s) to the awarding agency.

SUSPENSION AND DEBARMENT

1. This contract is a covered transaction for purposes of Chapter 2 Code of Federal Regulations. As such, a contract award (see 2 CFR § 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor is required to verify that none of the Contractor's 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 of Fort Myers Beach. 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 of Fort Myers Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The proposer 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 proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SUBCONTRACTS The CONTRACTOR or sub-CONTRACTOR must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

ACCESS TO RECORD The Contractor agrees to provide the Town of Fort Myers Beach, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the Town of Fort Myers Beach 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.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS This is an acknowledgement that ARPA and/or FEMA financial assistance/grants may be used to supplement all or a portion of the contract. If so, the proposer will comply with all 16 applicable Federal law, regulations, executive orders, FEMA and ARPA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT The Federal Government will not be a party to the 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.

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.

CHANGES Either party may request modification of the provisions of this Agreement including the not to exceed amount, duration, scope, and rate(s). Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

TERMINATION FOR CAUSE AND CONVENIENCE If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the Town of Fort Myers Beach, shall thereupon have the right to terminate this Contract for cause by giving written notice to Contractor of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Contractor under this Contract shall become the property of the Town of Fort Myers Beach, and Contractor shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the Town of Fort Myers Beach, in its sole discretion. Notwithstanding the above, Contractor shall not be relieved of liability to the Town of Fort Myers Beach for damages sustained by the Town of Fort Myers Beach by virtue of any intentional and/or negligent act or omission or any breach of the Contract by Contractor, and the Town of Fort Myers Beach may withhold any payment for the purpose of reasonable setoff until such time as the exact amount of damages due the Town of Fort Myers Beach from Contractor is determined. Contractor agrees that the Town of Fort Myers Beach shall have all rights and remedies afforded to it at law to recover any damages sustained by the Town of Fort Myers Beach in connection with the work performed by Contractor under the Contract. In the alternative, the Town of Fort Myers Beach shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice the enforcement of any other right or remedy allowed at law or in equity. The contractor or the Town of Fort Myers Beach may terminate this

contract for its convenience at any time by giving at least thirty (30) calendar days' notice in writing to the other party. If the Contract is terminated by the Town of Fort Myers Beach and/or Contractor as provided herein, Contractor will be paid for the time and work properly provided, and expenses incurred up to the termination date, if such final compensation is approved by the Town of Fort Myers Beach, in its sole discretion.

EQUAL EMPLOYMENT OPPORTUNITY The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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.

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 considerations for employment without regard to race, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided 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. 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.

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 its 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.

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 and 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 as 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.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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."

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Pursuant to Subsection (F) of Appendix II to 2 C.F.R. Part 200, if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

DAVIS-BACON ACT If this Contract is subject to a requirement by the Federal program legislation related to the funding award, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The Contractor acknowledges it is in possession of a copy of the current prevailing wage determination issued by the Department of Labor. The Contractor acknowledges that the decision of the Town to award the Agreement, and Contractor's agreement to enter a contract with any subcontractor, is conditioned upon the acceptance of the wage determination. The Town will report all suspected or reported violations to the Federal awarding agency.

The Contractor (and its subcontractors) shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Town will report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 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 where an additional contract provision is required:

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.

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 AND THE FEDERAL WATER POLLUTION CONTROL ACT 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.

The contractor agrees to report each violation to the Florida DEP and understands and agrees that the Florida DEP will, in turn, report each violation as required to assure notification to the Town of Fort Myers Beach, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT 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.

The contractor agrees to report each violation to the Florida DEP and understands and agrees that the Florida DEP will, in turn, report each violation as required to assure notification to the Town of Fort Myers Beach, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

LIQUIDATED DAMAGES For each deliverable due date agreed to by the State Project Manager and Contractor, a penalty of \$500 per day will be assessed for each business day that the delivery exceeds the agreed due date. The penalty will be assessed against accounts payable to the Contractor under this Contract. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES It shall be the responsibility of the Proposer to assure compliance with all other federal, state, local laws, or regulations/requirements as they may apply. Any involvement with the Town of Fort Myers Beach shall be in accordance with but not limited to:

LOCAL GOVERNMENT PROMPT PAYMENT ACT In addition to any other invoicing and payment terms the Parties may negotiate, invoice payments will be subject to the Florida Local Government Prompt Payment Act, Florida Statutes § 218.70, et seq.

PUBLIC PROPOSAL DISCLOSURE Per Florida Statute 218.80, there are no permit fees for this project, therefore permitting fees to be paid by contractor is zero dollars.

BACKGROUND SCREENING In accordance with Florida Statute 435, all employees required by law to be screened must undergo background screening as a condition of employment and continued employment which includes, but need not be limited to, employment history checks and statewide criminal correspondence checks through the Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, and may include local criminal records checks through local law enforcement agencies.

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED Pursuant to Florida Statute 607.1501(1), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

- a. The entity is owned by the government of a foreign country of concern;
- b. The government of a foreign country of concern has a controlling interest in the entity; or
- c. The entity is organized under the laws of or has its principal place of business in a foreign country of concern; or
- d. Foreign corporations are prohibited from transacting business in Florida until the corporation obtains a certificate to do business from the state department.

Beginning January 1, 2024, a governmental entity may not accept a proposal on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c).

Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in paragraphs (2)(a)-(c) if the contract would give such entity access to an individual's personal identifying information.

Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c). The Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates this section.

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING In accordance with Florida Statute 287.05701 the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

INSPECTOR GENERAL COOPERATION In accordance with Florida Statutes § 20.055(5), it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

BUSINESS RELATIONSHIP DISCLOSURE REQUIREMENT Sections 112.313(3), 112.313(7) and 112.317, F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by §

112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. It is the **Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

End of Part II

PART III – SCOPE OF SERVICES AND WORK

The Town of Fort Myers Beach requires a landscaping contractor to provide all labor, equipment and material necessary to perform landscaping repairs to residential and/or community yards damaged due utility work. The scope of service includes, but not limited to the following:

- 1) Site Preparation and Clean up
 - a. Remove debris, dead/damaged vegetation, and unsuitable soil.
 - b. Grade and prepare soil to ensure proper drainage and a level surface prior to installation.
- 2) Sod Installation
 - a. Supply and install high-quality sod.
 - b. Ensure sod is laid evenly, tightly fitted, and properly watered at installation.
 - c. Provide a short-term watering and maintenance schedule to ensure establishment.
- 3) Tree & Shrub Planting
 - a. Supply and install healthy, nursery grade trees and shrubs in designated area.
 - b. Plant in accordance with industry best practice, ensuring proper depth, spacing, and soil amendment.
 - c. Stake trees as necessary to ensure stability during establishment.
- 4) Bushes and Ground Cover
 - a. Supply and install selected bushes and/or ground cover to restore landscaping areas.
 - b. Mulch around plantings to conserve moisture and improve aesthetics.
- 5) Final Inspection & Warranty
 - a. Conduct a walkthrough with owner/representative upon completion.
 - b. Replace any plant material that fails to establish within the warranty period, 90 days.
- 6) **No Pesticides allowed on Fort Myers Beach. For weed killer, only vinegar is allowed.**

Type of required Plants, Bushes, Sod and Rock

Description	Unit of Measure	Description	Unit of Measure
Rock		Plants	
#57 Rock	per yard	Silver Buttonwood	25 Gallon
#67 Rock	Yard	Green Buttonwood	25 Gallon
White River Rock	Yard	Dark Pink Oleander	15 Gallon
Crimson Rock	Yard	Light Pink Oleander	7 Gallon
Brown River Rock	Yard	Variegated Ginder	7 Gallon
Black/White Granite	Yard	Calusa	25 Gallon
Crushed Shell	Yard	Variegated Arboricola	7 Gallon
Trees		Purple Lantana	1 Gallon
Chinese Fan Palm	Minimum 12'	Yellow Lantana	1 Gallon
Fishtail Palm	25 Gallon	Sod and Top Soil	
Areca Palm	25 Gallon	Floritam Grass	Sq Ft
Coconut Grey Wood	4' Tree	Top Soil	Yard
Maho Tree	25 Gallon	Weed Mat (Coconut Fiber)	Roll
Christmas Palm	10' Tree		
Miscellaneous Work			
Property Clean Up	Bid as Needed		
Irrigation Repair	Bid as Needed		
Concrete Replacement	Bid as Needed		
White Fencing 6' Tall	Bid as Needed		
Driveway Repairs	Bid as Needed		

END OF PART III

RFP FORM A

Proposer: _____

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

- a. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - i. The correct and full legal name of the Proposer is:
 - ii. The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:
- b. Please describe your company in detail.
- c. The address of the principal place of business is:
- d. Company telephone number and e-mail addresses:
- e. Number of employees:
- f. Name of employees to be assigned to this Project:
- g. Company identification numbers for the Internal Revenue Service:
- h. Provide Lee County business tax receipt number, if applicable, and expiration date:
- i. How many years has your organization been in business? Does your organization have a specialty?
- j. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed.
- k. Have you ever failed to complete any work awarded to you? If so, where, and why?

- l. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date

(Continue list as necessary)

- m. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

RFP Form B

Proposer: _____

REFERENCE FORM

Forms A, B & C are available in WORD format from the Contracts Manager upon request.

***THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.***

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

- | | | |
|----|-------------------|-------------|
| 1. | Name of Contact: | |
| | Title of Contact: | Email: |
| | Telephone Number: | Fax Number: |
| | Project: | |
| | | |
| 2. | Name of Contact: | |
| | Title of Contact: | Email: |
| | Telephone Number: | Fax Number: |
| | Project: | |
| | | |
| 3. | Name of Contact: | |
| | Title of Contact: | Email: |
| | Telephone Number: | Fax Number: |
| | Project: | |
| | | |
| 4. | Name of Contact: | |
| | Title of Contact: | Email: |
| | Telephone Number: | Fax Number: |
| | Project: | |

RFP Form C

Proposer: _____

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***

Name of Proposer: _____

Name of authorized representative of Proposer: _____

Project Cost – No Labor to be Included

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	\$
#67 Rock	Yard	\$
White River Rock	Yard	\$
Crimson Rock	Yard	\$
Brown River Rock	Yard	\$
Black/White Granite	Yard	\$
Crushed Shell	Yard	\$
Chinese Fan Palm	Minimum 12'	\$
Fishtail Palm	25 Gallon	\$
Areca Palm	25 Gallon	\$
Coconut Grey Wood	4' Tree	\$
Maho Tree	25 Gallon	\$
Christmas Palm	10' Tree	\$
Silver Buttonwood	25 Gallon	\$
Green Buttonwood	25 Gallon	\$
Dark Pink Oleander	15 Gallon	\$
Light Pink Oleander	7 Gallon	\$
Variegated Ginder	7 Gallon	\$
Calusa	25 Gallon	\$
Variegated Arboricola	7 Gallon	\$
Purple Lantana	1 Gallon	\$
Yellow Lantana	1 Gallon	\$
Floratum Grass	Sq Ft	\$
Top Soil	Yard	\$
Weed Mat (Coconut Fiber)	Roll	\$

Project Cost – Include Labor

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	\$
#67 Rock	Yard	\$
White River Rock	Yard	\$
Crimson Rock	Yard	\$
Brown River Rock	Yard	\$
Black/White Granite	Yard	\$
Crushed Shell	Yard	\$
Chinese Fan Palm	Minimum 12'	\$
Fishtail Palm	25 Gallon	\$
Areca Palm	25 Gallon	\$
Coconut Grey Wood	4' Tree	\$
Maho Tree	25 Gallon	\$
Christmas Palm	10' Tree	\$
Silver Buttonwood	25 Gallon	\$
Green Buttonwood	25 Gallon	\$
Dark Pink Oleander	15 Gallon	\$
Light Pink Oleander	7 Gallon	\$
Variegated Ginder	7 Gallon	\$
Calusa	25 Gallon	\$
Variegated Arboricola	7 Gallon	\$
Purple Lantana	1 Gallon	\$
Yellow Lantana	1 Gallon	\$
Floritam Grass	Sq Ft	\$
Top Soil	Yard	\$
Weed Mat (Coconut Fiber)	Roll	\$

Project Cost – Labor Rate (Not Limited To)

Labor - By Product	Labor Rate/Hour	Supervisor Rate/Hour
Labor - Sod Installment	\$	\$
Labor - Mulch Installment	\$	\$
Labor - Tree Planting	\$	\$
Labor - Bush Planting	\$	\$
Labor - Driveway Repair	\$	\$
Labor - Irrigation Repair	\$	\$
Labor - Concrete Replacement	\$	\$

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Fees should be detailed to the extent possible per deliverable.

The Price Per Unit cost shall include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, unit rate and staff position available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
<u>Title:</u>	<u>Hourly Rate/Per Unit Rate</u>

By: _____

Date: _____

Name: _____

Title: _____

RFP FORM D

Proposer: _____

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE
DEEMED RESPONSIVE.**

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business: _____

By: _____

Print Name & Title

Mailing Address:

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this ____ day of _____, 20__, by means of () physical presence or () online notarization, personally appeared _____ as _____ of the Town of Fort Myers Beach, () who is personally known to me or () who has produced _____ as identification.

NOTARY PUBLIC – State of Florida

My commission expires:

PART IV: SAMPLE PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

Fort Myers Beach Landscaping and Irrigation

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 _____ ("Consultant"), whose address is _____

WHEREAS the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Fort Myers Beach Mooring Field Inspection & Ground Tackle Maintenance, ("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

1.1 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."

1.2 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.

1.3 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.

2.2 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.

2.3 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.

2.4 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.

2.6 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.

2.7 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.

2.8 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.

2.9 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

3.1 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.

3.2 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

4.1 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.

4.2 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".

4.3 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 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).

4.4 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.

4.5 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

5.1 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.

5.2 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.

5.3 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.

5.4 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 119.071(2) Florida Statutes: Sealed proposals, proposals or replies received by the Town pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the Town provides notice of its intended decision or until 30 days after opening the proposals, proposals, or final replies, whichever is earlier.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2791 OAK STREET, FORT MYERS BEACH, FLORIDA 33931.

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

Compliance/Consistency with Section 768.28, Florida Statute. 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.

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. Both parties waive any right to file an action suit or proceeding in, or remove any action, suit or proceeding to, any Federal Court.

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. The 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 the Contractor's social, political or ideological interest. Contractors agree 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.

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.

Additional Terms. Notwithstanding any 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", 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

20.1 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

20.2 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

20.3 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

ATTEST:

By: _____
Town Manager

By: _____
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: _____
Printed name of organization

BY: _____
Signature

Printed name of person signing

Title (printed)

Witness Signature

Printed name of Witness

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

To be added at time of contract

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

Date: _____

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.			

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated _____, 2025, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated _____, 2025, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: _____

CONSULTANTS' 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.

CONSULTANT NAME:

[illegible]

Rev. 7/2024

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:
 Fort Myers Beach Comprehensive Recovery and Resilience Implementation Plan

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 _____

 Commission/Serial No. _____

 Printed, Typed or Stamped Name

EXHIBIT "G": INSURANCE**FOR THE PROJECT KNOWN AS:****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 coverage 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 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:

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:

4.6 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.

4.7 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.

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:

4.8 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.

- 4.9 Contractual coverage applicable to this specific Agreement including any hold harmless and/or such an indemnification agreement.
- 4.10 Such additional requirements as are set forth in the Agreement above.

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:

- 4.11 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.
- 4.12 Coverage shall include owned vehicles, hired, and leased, or non-owned vehicles.
- 4.13 Such additional requirements as are set forth in the Agreement above.

PROFESSIONAL LIABILITY

Coverage must include the following:

- 4.14 A minimum aggregate limit of \$1,000,000.00.
- 4.15 Such additional requirements as are set forth in the Agreement above.
- 4.16 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:**

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 indicate words or phrases in the text to be deleted by striking over (i.e., ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY
CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No. ____ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(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 proposal, 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 proposals or applies to proposal 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)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR Produced Identification _____ Notary Public – State of _____

(Type of Identification) My Commission expires _____

(Printed typed or stamped commissioned name of notary public)

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").

THE 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 guarantees, 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:**

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

RFP FORM A

Proposer: Green Construction Technologies Inc.

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

- a. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
- The correct and full legal name of the Proposer is: Green Construction Technologies Inc.
 - The business is a (Sole Proprietorship) (Partnership) (Corporation).
 - The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: Christina L. Erwin
Patrick J. Erwin
- b. Please describe your company in detail. Woman owned general contracting company that specializes in irrigation and landscaping. We work only for governmental entities in the state of Florida. Our company has been in business since 1979.
- c. The address of the principal place of business is: 2130 NE 15 Terrace
Wilton Manors, FL 33305
We have 2 offices - one in Wilton Manors, the other in Plant City.
- d. Company telephone number and e-mail addresses: 954-914-9588 GCTECHFL@gmail.com
- e. Number of employees: 5-10
- f. Name of employees to be assigned to this Project: Patrick Erwin, Christina Erwin, Wojciech Gorski, Ela Escobar, Chris McGee.
- g. Company identification numbers for the Internal Revenue Service: 65-0802133
- h. Provide Lee County business tax receipt number, if applicable, and expiration date: n/a
- i. How many years has your organization been in business? Does your organization have a specialty? Since 1979. - our specialty is irrigation repair + installation and landscape installation.
- j. List the last three projects of this nature that the firm has completed? Please provide project description, reference, and contact information and cost of work completed. Please see attached reference sheets.
- k. Have you ever failed to complete any work awarded to you? If so, where, and why? NO

- l. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
Tree Planting Services	Manatee County.	2 separate contracts. 1,097,874.60	Nov. 2025	99%

(Continue list as necessary)

- m. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
None		

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.



ADDENDUM TO CONTRACT DOCUMENTS

RFP-26-01-PW

Addendum No.: 1

CONTRACT/PROJECT NAME: Fort Myers Beach Landscaping and Irrigation

DATE OF ISSUE: October 17, 2025

ADDITION / REVISIONS TO BID DOCUMENTS

The attached forms are required with your submitted proposal, however, were not included with the bid documentation:

- Business Relationship Disclosure
- Non-Collusion Affidavit
- Conflict of Interest Disclosure

Please Print

Green Construction Technologies Inc

Company Name & Phone Number

[Signature]

Signature

Amy Baker, Town Clerk
bids@fmbgov.com
239-765-0202

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME - FIRST NAME - MIDDLE INITIAL N/A.			OFFICE / POSITION HELD
MAILING ADDRESS			AGENCY
CITY	ZIP	COUNTY	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by Section 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency:		
2. The person submitting the bid is:	NAME ▼	POSITION ▼
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business entity submitting the bid is as follows:		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: _____		
b. The realty, goods, and / or services will be supplied for the following period of time: _____		
c. Will the contract be subject to renewal without further competitive bidding? ☐ Yes ☐ No. If so, how often?		
6. Additional comments:		
7. SIGNATURE	DATE SIGNED	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building B, Suite 200, Tallahassee, FL 32303. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES SECTION 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



FMB:021 – NON-COLLUSION AFFIDAVIT

State of Florida

County of Polk

Christina L. Erwin being first duly sworn, deposes and says that:

- 1) He/she is the President (Owner, Partner, Officer, Representative or Agent) of Green Construction Technologies Inc. the BIDDER that has submitted the attached Bid;
- 2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm, or person to fix the price or prices in the attached Bid or of any other Responder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By:

Christina L. Erwin
(Printed Name)

ACKNOWLEDGEMENT

STATE OF Florida
COUNTY OF Polk

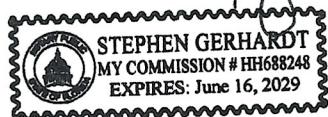
SWORN TO AND SUBSCRIBED BEFORE ME, on this 31st day of Oct., 2025, by means

of (☒) physical presence or () online notarization, personally appeared Christina L. Erwin as President of Green Construction Technologies Inc.

() who personally known to me of (☒) who has produced PL01 B345-074-06-000-0 as identification.

Notary Public Signature

My commission expires 6/16/29





FMB:102 Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict-of-Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the addition of the nominated condition to the newborn screening panel. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with conflict of interest should refrain from nominating a condition for screening.

Date:

Name:

Position:

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

☒ I have no conflict of interest to report.

☐ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date: _____

Our Award-Winning Team is Ready for your Project!

Green Construction Technologies was initiated in 1979 as a landscape and maintenance company. During our forty-six-year history, GCT has evolved into a woman owned small business construction company concentrating on the building and beautification of communities, parks, roadways, and residences.

Our certifications as a company are:

1. Florida Certified General Contractor
2. FNGLA Certified Landscape Contractor
3. Florida Certified Irrigation Contractor
4. Florida Water Well Contractor
5. Florida Advanced Traffic Control Certification
6. Florida NPDES Stormwater Inspector Certification
7. ROW and Aquatic Restricted Use Pesticide
8. Fertilizer Applicator Certification

Our specialties and passion are landscaping, irrigation, and hardscape. We have a long history of working with many municipalities all over the state of Florida. With our top-notch team, we can assist you with your projects, big or small. Green Construction Technologies' reputation is impeccable, and we realize how important it is for a project to run efficiently and to have a lasting positive end result. GCT prides itself in finishing projects on time and on (or under) budget.

We encourage you to check our references and look forward to performing a project with **you** in the future.

Green Construction Technologies Inc.

Contact Person: Christina L. Erwin/President

2130 N.E. 15th Terrace Wilton Manors Fl 33305

E-mail: GCTECHFL@gmail.com

Phone-954-914-9588

Green Construction Technologies

Project List

MANATEE COUNTY

Tree Planting Services Addendum

Work performed included clearing, grubbing, erosion control, MOT , irrigation and landscaping installation and maintenance in five different county parks.

Contract Amount: \$602,312.71

April 2024-Present

MANATEE COUNTY

Tree Planting Services

Work performed included directional boring, clearing, grubbing, erosion control, MOT , electric, irrigation and landscaping installation in five different county parks.

Contract Amount: \$495,561.91

June 2023- November 2024

CITY OF TAMARAC

University Drive Median Landscaping Improvements

Installed irrigation system, brick pavers and landscaping.

Work performed included directional boring, clearing, grubbing, erosion control, MOT , electric, irrigation and landscaping installation in the medians on University Drive.

Contract Amount: \$645,622.67

May, 2023- September 2023

CITY OF TREASURE ISLAND

Treasure Island East Causeway Landscaping

Installed irrigation system and landscaping.

Work performed included clearing, grubbing, erosion control, MOT , aluminum edging, irrigation and landscaping installation in the medians and swales of Treasure Island East Causeway .

Contract Amount: \$209,931.60

March 2023- May 2023

CITY OF MIAMI GARDENS

Vista Verde Median Irrigation Phase 1C & 1D

Installed irrigation system. Work performed included well and pump station, fencing, electric, directional boring, irrigation system, sod, and MOT for medians on NW 39th Avenue.

Contract Amount: \$335,841.90

July 2022- March 2023

CITY OF WILTON MANORS

Wilton Drive Landscape, Irrigation Installation Maintenance and Repair Services

Repaired irrigation system and installed a new irrigation system and landscaping.

Work performed included directional boring, clearing, grubbing, erosion control, MOT , electric, irrigation and

landscaping installation in the medians and swales of Wilton Drive.

Contract Amount: \$765,861.12

May 2, 2022- September 22, 2022

CITY OF SEMINOLE

Waterfront Park Landscape and Irrigation Project

Installed a new irrigation system and landscaping.

Work performed included directional boring, clearing, grubbing, erosion control, MOT , irrigation and landscaping installation.

Contract Amount: \$423,713.37

January 10 ,2022- April 21, 2022

CITY OF FROSTPROOF

Scenic Highway Beautification

Work performed included directional boring, clearing, grubbing, erosion control, MOT, paver removal replacement, installation of irrigation system and landscaping on Scenic Highway from 2nd Street to West B Street.

Contract Amount: \$161,333.00

December 13, 2021-January 27, 2022

FDOT POLK COUNTY

E1U32 Installation and Establishment of Landscaping on SR 542

Work performed included directional boring, electric , well drilling, MOT, grading, sodding, Installing irrigation and landscaping, installation of site furniture, irrigation and landscape maintenance on swales of SR 542 ..

Contract Amount: \$376,918.40

July 2021-December 2021

CHARLOTTE COUNTY

US Median 41 from Tuckers Grade to Oil Well Road

Work performed included directional boring, electric, well drilling, MOT, grading, sodding, Installing irrigation and landscaping on over 4 miles of roadway in the medians.

Contract Amount: \$397,386.75

January 2021-July 2021

CITY OF DAYTONA BEACH

Mary McLeod Bethune Blvd Streetscape

Work performed was to remove, repair and install pavers, retrofit of tree wells to accommodate new landscape, removal of several large trees from the sidewalks, pedestrian and traffic control and installation of new trees.

Contract Amount: \$222,587.05

November 16, 2020 –December 21, 2020

CITY OF MELBOURNE BEACH

SR 508/Nasa Blvd Landscape Improvements

We installed new irrigation system, directional bores, water meter, landscape and sod along the medians. Safely maintained traffic with lane closures.

Contract Amount: \$196,022.11

Green Construction Technologies

Project List

July 27, 2020- December 16, 2020

CITY OF PEMBROKE PINES

Ben Fiorendino Park Irrigation and Pump Station

Crew installed new pump station, controller and irrigation system to provide 100 percent coverage to park.

Contract Amount: \$91,293.00

June 1, 2020- July 21, 2020

TOWN OF HYPOLUXO

US1 Landscape Improvement

We installed new landscape along US1 in the Town's right of way to provide an aesthetic buffer along the rail way.

Contract Amount: \$134,691.00

April 30, 2020- May 26, 2020

CITY OF ST. CLOUD

City Hall Landscape and Irrigation Renovation

Installed new Weathermatic controller and new heads. Removed soil from parking lot islands and replaced with planting soil. Installed new trees, shrubs and sod.

Contract Amount: \$149,996.21

March 5, 2020-April 4, 2020

CITY OF OVIEDO

SR 434 Landscape Improvements

Removed and replaced pavers, paver grates and tree rings. Installed landscape and irrigation along swales.

Contract Amount: \$132,986.64

January 6, 2020-March 18, 2020

FDOT District 1

E1S37 SR 546 Memorial Blvd

Installed new irrigation meters, backflows, electric service, directional bores and landscape along SR 546 Memorial Blvd.

Contract Amount: \$238,449.00

October 29, 2019-January 3, 2020

CITY OF DELAND

West Indiana Avenue Streetscape

Removed and reinstalled pavers, excavated 1,000 CY of soil, installed Structural Soil, new trees and new irrigation with backflow.

Contract Amount: \$413,992.00

August 5, 2019-October 3, 2019

INDIAN RIVER COUNTY

US Highway 1 Landscape

Excavated 1,200 CY of median fill and replaced with planting soil. Installed new landscape trees, palms, shrubs and groundcovers. Maintained traffic and erosion controls for the duration.

Contract Amount: \$373,659.52

March 15, 2019-May 16, 2019

CITY OF TAMARAC

SR 870 Median Grant Landscape

Install new landscape along the median of SR 870 and make repairs and modifications to existing irrigation. Installed directional bores and new water meter for new irrigation to portions of the landscaped median.

Contract Amount: \$391,602.25

December 3, 2019-March 14, 2019

OKECHOBEE COUNTY

SR 700 and SR 78 Intersection Improvements

Installed new irrigation and landscape to the County right of ways and medians. Placed irrigation conduits under highway through directional boring and installed new solar powered controller.

Contract Amount: \$170,544.00

November 5, 2018- November 21, 2018

FDOT DISTRICT 7

I-75 Median Landscape

Installed small and large landscape to the hillside medians on I-75 for three miles.

Contract Amount: \$623,997.00

May 5, 2018- October 30, 2018

CITY OF PINELLAS PARK

SR 693 Median Landscape Improvements

Excavated and cleared 33,000 SF of median. Removed and replaced the soil prior to installing a Florida friendly groundcover of Perennial Peanut.

Contract amount: \$174,085.04

Feb. 21, 2018- July 13, 2018

PEMBROKE PINES FLORIDA

Recreation Fields 1&2 Irrigation Conversion

Installed golf course irrigation on athletic fields.

Contract Amount: \$93,170.00

April 24, 2018-May 8, 2018

CITY OF FELLSMERE

Meadows Field Irrigation and Sod

Installed a new irrigation system with controller and electric. Graded field and installed 180,000 SF of sod.

Contract Amount: Sod \$74,925.00

Contract amount: Irrigation \$57,239.44

Feb 19, 2018- May 31, 2018

CITY OF LEESBURG

US 441 Median Landscape Improvements

Installed 2 miles of landscape and irrigation along the swales and medians of Hwy US 441.

Contract Amount-\$712,958.98

April 2017-September 2017

Green Construction Technologies

Project List

CITY OF TAMPA

Dale Mabry Highway Living Memorial



FNGLA AWARD WINNING PROJECT

Installed landscape, insignia designs and irrigation in the medians of Dale Mabry Highway for two miles.

Contract Amount-\$1,410,206.75

August 2016-July 2017

PASCO COUNTY

Wesley Chapel District Park Phase I and II Irrigation System Repair and Replacement

Installed 2 miles of re-use C900 DIP, pressure regulating assembly, weather stations, clocks and valves for a County park.

Contract Amount- Phase I \$210,431.00

Phase II \$246,113.00

January 2016-August 2016

MIAMI DADE COLLEGE KENDALL CAMPUS

Landscape and Irrigation System Entrances and Swimming Pool Areas

Clearing, grubbing, demolition, tree removal/relocation, installation of trees, plants sod and installation of irrigation.

Contract Amount- \$808,680.57

June 2015-December 2015

CITY OF GAINESVILLE

Sixth Street Rail Trail Landscaping

Clearing, grubbing installation of trees, plants and sod, installation of railroad ties, pavers, curbing and irrigation.

Contract Amount- \$286,644.89

February 2015-June 2015

CITY OF ORANGE CITY

US 17-92 Medians Landscape Beautification

Clearing, grubbing, sod removal, installation of trees, plants and sod on US 17-92 medians

Contract Amount- \$223,477.39

June 2014-September 2014

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Gateway Boulevard Lakes 4&5

Landscaping, tree removal, MOT and maintenance

Contract Amount- \$47,929.01

June 2014

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Gateway Boulevard Medians

Excavation, irrigation, landscaping, MOT and maintenance in medians

Contract Amount- \$115,688.62

October 2013-April 2014

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Gateway Boulevard Island Accident Restoration

Irrigation repair, landscaping and MOT in medians

Contract Amount- \$4,950.00

April 2014

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Gateway Lake Bank Restoration

Prep and landscaping

Contract Amount- \$11,680.00

March 2014

CITY OF WEST PALM BEACH

19th, 20th, 21st STREET Landscape and Irrigation

Clearing, grubbing, MOT, landscaping and irrigation in median and swales

Contract Amount- \$ 118,554.82

December 2013-February 2014

CITY OF FORT LAUDERDALE

Hortt Community Center



1ST PLACE AWARD WINNING PROJECT

Construction of community center including shell, roof, electric, plumbing, air conditioning, formwork, concrete, flooring, tiling, painting, carpentry, drywall, pavers, storefronts, windows and doors, landscaping, irrigation, grading, and asphalt.

Contract Amount- \$814,654.54

June 2011-October 2012

CITY OF DANIA BEACH

US 1 Right of Way Improvements Phase II

Demolition, landscaping, tree removal, irrigation, directional boring, MOT, asphalt, concrete curb, concrete

Green Construction Technologies Inc.

Reference List

MANATEE COUNTY

Tree Planting Services

Contact Person: David Shurmur
Division Manager
1112 Manatee Avenue West
Bradenton, FL 34205
941-792-8784 x 8203
David.shurmur@mymanatee.org

CITY OF TAMARAC

University Drive Median Landscaping Improvements

Contact Person: Eric J. Woods
Engineering Review Technician/Inspector
6011 Nob Hill Road
Tamarac, FL 33321
954-597-3713
Eric.woods@Tamarac.org

CITY OF TREASURE ISLAND

Treasure Island East Causeway Landscaping

Contact Person: Stacy Boyles, LEED AP, ENV SPC
Public Works Director & Sustainability Coord.
120 108th Avenue
Treasure Island, FL 33706
727-547-4575 x 251
Stacy.boyles@mytreasureisland.org

CITY OF MIAMI GARDENS

Vista Verde Median Irrigation Phase IC & 1D

Contact Person: Guillermo Hidalgo
Engineering Inspector III
18605 NW 27th Avenue
Miami Gardens, FL 33056
305-622-8000
ghidalgo@miamigardens-fl.gov

CITY OF WILTON MANORS

Wilton Drive Landscape, Irrigation Installation Maintenance and Repair Services

Contact Person: Stefan Bortak
Senior Landscape Architect
500 S. Australian Avenue, Suite 850
West Palm Beach, FL 33401
561-746-6900 x 1083
sbortak@chenmoore.com

CITY OF SEMINOLE

Waterfront Park Landscape and Irrigation Project

Contact Person: Rodney Due
Director of Public Works
9199 113th Street North
Seminole, FL 33772
727-397-6383 x 2549
Rdue@myseminole.com

CITY OF FROSTPROOF

Scenic Highway Beautification

Contact Person: Jonathan Haigh

JPLA/RLA
Kimley Horn
1920 Wekiva Way
West Palm Beach, FL 33411
561-840-0233 jonathan.haigh@kimley-horn.com

FDOT-POLK COUNTY

Installation and Establishment of Landscaping along SR 542

Contact Person: Tracy Fluke
Project Administrator
FDOT Bartow Operations Center
2740 SR 60 West
Bartow, FL 33830
863-519-4111 Tracy.Fluke@dot.state.fl.us

CHARLOTTE COUNTY

US Median 41 from Tuckers Grade to Oil Well Road

Contact Person: Chuck Peters, Landscape Project Manager
7000 Florida Street
Punta Gorda, FL 33948
941-575-3658 Chuck.Peters@charlottecountyfl.gov

CITY OF DAYTONA BEACH

Mary McLeod Bethune Blvd Streetscape

Contact Person: Alan Kirkland, Project Manager
950 Bellevue Avenue
Daytona Beach, FL 32114
386-671-8607 kirklandalan@codb.us

CITY OF MELBOURNE BEACH

SR 508/Nasa Blvd Landscape Improvements

Contact Person: Tami Gillen, Project Manager
900 E. Strawbridge Avenue
Melbourne Beach, FL 32901
321-608-7311 tami.gillen@mlbfl.org

PEMBROKE PINES

Ben Fiorendino Park Pump Station

Contact Person: Glen Reid
601 City Center Way
Pembroke Pines, FL 33025
305-409-2594 Greid@ppines.com

TOWN OF HYPOLUXO

US1 Landscape Improvements

Contact Person: Dixie Gualtieri, City Manager
7580 S. Federal Hwy
Hypoluxo, FL 33462
561-582-0155
Dgualtieri@hypoluxo.org

CITY OF ST. CLOUD

City Hall Irrigation Renovation

Contact Person: Venestina Cuevas, Project Manager
1300 9th street

Green Construction Technologies Inc.

Reference List

St. Cloud, FL 34769
407-301-4385
Venestina.cuevas@stcloud.org

CITY OF OVIEDO

SR 434 Landscape Improvements
Contact Person: Brenda King, Project Administrator
400 Alexandria Blvd.
Oviedo, FL. 32765
407-971-5653
Bking@cityofoviedo.net

FDOT DISTRICT 1

E1S37 SR 546 Memorial Blvd
Contact Person: Jason Smith, Contract Coordinator
801 North Broadway Ave
Bartow, FL 33830
863-519-4109
Jason.smith@dot.state.fl.us

CITY OF DELAND

West Indiana Avenue Streetscape
Contact Person: Keith Riger, Public Services Director
1102 S. Garfield Ave
Deland FL. 32724
386-626-7197
Rigerk@deland.org

INDIAN RIVER COUNTY

US Highway 1 Landscape
Contact Person: Andrew Sobczak, Project Manager
1801 27th Street
Vero Beach, FL. 32960
772-453-3846
Asobczak@ircgov.com

CITY OF TAMARAC

SR 870 Median Grant Landscape
Contact Person: Tom Vreeland
Superintendent Public Services
10101 State Street
Tamarac, FL. 33321
(954)597-3731
Tom.vreeland@tamarac.org

OKEECHOBEE COUNTY

SR 700 and SR 78 Intersection Improvements
Contact Person: John Howle, County Engineer
804 NW 2nd Street
Okeechobee, FL 34972
(863) 559-1460
jhowle@civilsurv.com

FDOT DISTRICT 7

I-75 Median Landscape
Contact Person: Eric Rose, Project Administrator

16411 Springhill Drive
Brooksville, FL. 34604
941-914-6144
Eric.rose@dot.state.fl.us

CITY OF PINELLAS PARK

SR 693 Median Landscape Improvements
Contact Person: Kyle Arrison
Stormwater Supervisor
6250 82nd Ave.
Pinellas Park, FL. 33781
727-369-5621
Karrison@pinellas-park.com

PEMBROKE PINES

Pines Recreation Fields 1 & 2 Irrigation Conversion
Contact Person: Christina Sorensen
Director of Recreation and Cultural Arts
601 City Center Way
Pembroke Pines FL 33025
Phone: 954-392-2130
csorensen@ppines.com

CITY OF FELLSMERE

Meadows Field Sod and Irrigation
Contact Person: Mark Mathes
Community Development Director
22 S. Orange St.
Fellsmere FL. 32948
Phone: 772-646-6315
cdd@cityoffellsmere.org

CITY OF LEESBURG FLORIDA

US 441 Landscape Improvements
Contact Person: Mike Thornton, CPPO
Purchasing Manager
204 N. 5th Street
Leesburg FL 34748
Phone: 352-728-9880
Mike.Thornton@leesburgflorida.gov

CITY OF TAMPA

Dale Mabry Highway Living Memorial
Contact Person: James King
Contracts Administration Engineer
3808 E. 26th Avenue
Tampa, FL. 33605
813-635-3416
James.king@tampa.gov.net

PASCO COUNTY

*Wesley Chapel District Park Phase I and II
Irrigation System Repair/ Replacement*
Contact Person- Mike Smith
Parks and Recreation
4111 Land O' Lakes Blvd. Suite 202
Land O' Lakes, FL. 34639

Green Construction Technologies Inc.

Reference List

727-457-6125
msmith@pascocountyfl.net

MIAMI DADE COLLEGE KENDALL CAMPUS

Landscape and Irrigation System Entrances and Swimming Pool Areas

Contact Person: Ms. Neyda Otero
Interim Vice Provost
11011 SW 104th St Bldg L-114
Miami FL, 33176
Phone: 954-818-0246
Notero13@msn.com

CITY OF GAINESVILLE

Sixth Street Rail Trail Landscaping

Contact Person: Stephan Broadus
405 NW 39th Ave
Gainesville FL 32609
Phone: 352-393-8406
broadusm@cityofgainesville.org

CITY OF ORANGE CITY

US 17-92 Medians Landscape Beautification

Contact Person: Ben Bartlett
Public Works
205 E. Graves Ave
Orange City FL, 32763
Phone: 386-775-5450
bbartlett@ourorangecity.com

QUANTUM PARK OVERLAY DEPENDENT DISTRICT

Gateway Blvd. Medians

Contact Person: Eugene Gerlica
District Engineer
2500 Quantum Lakes Drive Suite 100
Boyton Beach, FL 33462
Phone: 561-740-2447 ext 16
gerlicape@comcast.net

CITY OF DANIA BEACH

US-1 Right of Way Improvements Phase I

Contact Person: Mr. Jed Hall
400 Columbia Drive, Suite 110
West Palm Beach, FL 33409
Phone: 561-537-4547
jhall@landdesignsouth.com

CITY OF DANIA BEACH

US-1 Right of Way Improvements Phase II

Contact Person: Mrs. Patrea St. John
2200 Park Central Blvd. North, Suite 100
Pompano Beach, FL 33064
Phone: 954-974-2200
pstjohn@ibigroup.com

WEST PALM BEACH

19th, 20th and 21st Street Landscape and Irrigation

Contact Person: Miranda Beadles
401 E. Clematis Street
West Palm Beach FL 33401
Phone: 561-494-1087
mbeadles@wpb.org

INFRASOURCE CONSTRUCTION SERVICES

SR 5 Irrigation and Landscape

Contact Person: Mr. Michael Simmons
4180 St. John's Parkway, Suite 1004
Sanford, FL 32771
Phone: 407-235-8003/ Fax 407-321-5931

CITY OF WEST PALM BEACH

Parker Avenue

Contact Person: Mrs. Miranda Beadles
Phone: 561-494-1087/Fax 561-494-1116

CITY OF FORT LAUDERDALE

Melrose Manors Elementary Sign Project/Dolphin Park/Harbordale Park

Contact Person: Mr. Herbert Stanley
Phone: 954-828-6801
HStanley@fortlauderdale.gov

BROWARD COUNTY BOARD OF COMMISSIONERS

Markham Park

Contact Person: Mr. Shobhan Smart
Phone: 954-577-4624/ Fax 954-577-2338
Ssmart@broward.org

CITY OF FORT LAUDERDALE

Hortt Park Community Center/Coral Ridge Park /Oswald Park/Mills Pond Park

Contact Person: Mrs. Irina Tocar
Registered Architect
100 N. Andrews Ave.
Ft. Lauderdale FL 33301
Phone: 954-828-6891/Fax 954-828-0745
itocar@fortlauderdale.gov

FLORIDA DEPARTMENT OF TRANSPORTATION

Fast Track Barrier Wall Repair

Contact Person: Mr. Don Frey
7900 Forest Hill Boulevard
West Palm Beach, FL 33413
Phone: 561-432-4966/Fax 561-432-4642
Don.frey@dot.state.fl.us

CITY OF PEMBROKE PINES

East and West Campus Charter School Athletic Fields Renovation

Contact Person: Mr. Shawn Denton
Director of Public Services
Phone: 954-435-6511/Fax 954-435-6755
Sdenton@ppines.com

RFP Form B

Proposer: Green Construction Technologies Inc.

REFERENCE FORM

Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: David Shurmur
Title of Contact: Division manager Email: David.Shurmur@mymanatee.org
Telephone Number: 941.792.8784 Fax Number:
X 8203
Project: Tree Planting Services
2. Name of Contact: Stefan Bortak
Title of Contact: Landscape Architect Email: stefan@bortak.design
Telephone Number: 407.304.9312 Fax Number:
Project: Wilton Drive Landscape Irrigation Installation Maintenance and Repair
3. Name of Contact: Eric J. Woods
Title of Contact: Engineering Review Technician/Inspector Email: Eric.Woods@Tamarac.org
Telephone Number: 954.597.3713 Fax Number: none
Project: University Drive Median Landscaping Improvements
4. Name of Contact: Stacy Boyles
Title of Contact: Public Works Director & Sustainability Coord. Email: Stacy.boyles@mytreasureisland.org
Telephone Number: 727.547.4575 X251 Fax Number: none
Project: Treasure Island East Causeway Landscaping.

RFP Form C

Proposer: Green Construction Technologies Inc.

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL
TO BE DEEMED RESPONSIVE.***

Name of Proposer: Green Construction Technologies Inc.

Name of authorized representative of Proposer: Christina L. Erwin

Project Cost – No Labor to be Included

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	\$ 99.00
#67 Rock	Yard	\$ 110.00
White River Rock	Yard	\$ 549.00
Crimson Rock	Yard	\$ 442.00
Brown River Rock	Yard	\$ 429.00
Black/White Granite	Yard	\$ 411.00
Crushed Shell	Yard	\$ 95.00
Chinese Fan Palm	Minimum 12'	\$ 60.00
Fishtail Palm	25 Gallon	\$ 412.00
Areca Palm	25 Gallon	\$ 337.00
Coconut Grey Wood	4' Tree	\$ 750.00
Maho Tree	25 Gallon	\$ 437.00
Christmas Palm	10' Tree	\$ 562.00
Silver Buttonwood	25 Gallon	\$ 487.00
Green Buttonwood	25 Gallon	\$ 475.00
Dark Pink Oleander	15 Gallon	\$ 212.00
Light Pink Oleander	7 Gallon	\$ 75.00
Variegated Ginder	7 Gallon	\$ 87.00
Calusa	25 Gallon	\$ 300.00
Variegated Arboricola	7 Gallon	\$ 55.00
Purple Lantana	1 Gallon	\$ 9.00
Yellow Lantana	1 Gallon	\$ 9.00
Floritam Grass	Sq Ft	\$ 2.25
Top Soil	Yard	\$ 100.00
Weed Mat (Coconut Fiber)	Roll	\$ 150.00

Project Cost – Include Labor

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	\$ 180.00
#67 Rock	Yard	\$ 220.00
White River Rock	Yard	\$ 649.00
Crimson Rock	Yard	\$ 562.00
Brown River Rock	Yard	\$ 545.00
Black/White Granite	Yard	\$ 532.00
Crushed Shell	Yard	\$ 165.00
Chinese Fan Palm	Minimum 12'	\$ 190.00
Fishtail Palm	25 Gallon	\$ 532.00
Areca Palm	25 Gallon	\$ 487.00
Coconut Grey Wood	4' Tree	\$ 1,000.00
Maho Tree	25 Gallon	\$ 537.00
Christmas Palm	10' Tree	\$ 692.00
Silver Buttonwood	25 Gallon	\$ 587.00
Green Buttonwood	25 Gallon	\$ 575.00
Dark Pink Oleander	15 Gallon	\$ 272.00
Light Pink Oleander	7 Gallon	\$ 105.00
Variegated Ginder	7 Gallon	\$ 117.00
Calusa	25 Gallon	\$ 420.00
Variegated Arboricola	7 Gallon	\$ 99.00
Purple Lantana	1 Gallon	\$ 14.00
Yellow Lantana	1 Gallon	\$ 14.00
Floritam Grass	Sq Ft	\$ 3.00
Top Soil	Yard	\$ 200.00
Weed Mat (Coconut Fiber)	Roll	\$ 850.00

Project Cost – Labor Rate (Not Limited To)

Labor - By Product	Labor Rate/Hour	Supervisor Rate/Hour
Labor - Sod Installment	\$ 69.00	\$ 99.00
Labor - Mulch Installment	\$ 69.00	\$ 99.00
Labor - Tree Planting	\$ 89.00	\$ 99.00
Labor - Bush Planting	\$ 89.00	\$ 99.00
Labor - Driveway Repair	\$ 125.00	\$ 135.00
Labor - Irrigation Repair	\$ 89.00	\$ 99.00
Labor - Concrete Replacement	\$ 125.00	\$ 135.00

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Fees should be detailed to the extent possible per deliverable.

The Price Per Unit cost shall include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, unit rate and staff position available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
<u>Title:</u>	<u>Hourly Rate/Per Unit Rate</u>
Irrigation Design	125.00
Landscape Design	125.00
MOT	125.00
General Contractor	150.00
ATSSA Advanced Personnel	150.00
Water Well	175.00

By: Green Construction Technologies Inc.

Date: Oct. 31, 2025

Name: Christina L. Erwin

Title: President.

Proposer: Green Construction Technologies Inc. **RFP FORM D**

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, nor to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business: Green Construction Technologies Inc.

By: [Signature]

Print Name & Title

Christina L. Erwin (President)

Mailing Address:

2130 NE 15 Terrace

Wilton Manors, FL 33305

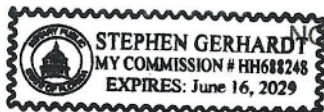
STATE OF FLORIDA)
COUNTY OF LEE POLK

SWORN TO AND SUBSCRIBED BEFORE ME, on this 31st day of October, 2025 by means of (X) physical presence or () online notarization, personally appeared Christina L. Erwin as President of the Town of Fort Myers Beach, () who is personally known to me or () who has produced FLDL E345-077-06-0025 identification.

Green Construction Technologies Inc.

My commission expires:

Rev. 5/2025



NOTARY PUBLIC - State of Florida

Stephen Gerhardt

RFP FORM A

Proposer: Tidewater Landscape of Florida LLC

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

- a. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)
 - i. The correct and full legal name of the Proposer is: **TideWater Landscape of Florida LLC**
 - ii. The business is a **(Corporation)**.
 - iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: **Owner Jeffrey S. Balyeat**
- b. Please describe your company in detail: **We are a full-service landscape installation company. Services offered are as follows: Landscape installation, Irrigation installation, Landscape demo, Storm Clean up, Concrete repair/replacement, Fence Installation/ repair, sod installation, In house landscape design, Paver installation/ repair.**
- c. The address of the principal place of business is: **1326 Kingswood Ct Fort Myers, FL 33919**
- d. Company telephone number and e-mail addresses: **239-770-5970
Jeff@tidewaterlandscapefl.com**
- e. Number of employees: **12 Full time employees**
- f. Name of employees to be assigned to this Project: **Jeff Balyeat, Lizandro Calderon, Jose Lopez, Agustin Sanchez Molina and Bernardo Arnoldo Gutierrez Ortega**
- g. Company identification numbers for the Internal Revenue Service: **85-1531117**
- h. Provide Lee County business tax receipt number, if applicable, and expiration date: **Number 1065276 Expiration date: 9-30-2026**
- i. How many years has your organization been in business? **5 years** Does your organization have a specialty? **Landscape Construction**

- j. List the last three projects of this nature that the firm has completed?

Please provide project description, reference, and contact information and cost of work completed.

1. **FMB North Water Plant 815 Lagoon Street. Replaced landscape, irrigation, sod and rock from Hurricane Ian. Contact Mark Aston 239-560-2081 \$67,200**
2. **FMB North Water Plant 815 Lagoon Street. Fence and 2 sliding gate from Hurricane Ian. Contact Mark Aston 239-560-2081 \$39,300**
3. **FMB 126 Gulf View Drive Repair pavers and added sod from, drainage issue with street getting repaved Contact Mark Aston 239-560-2081 \$3,365**
4. **FMB 24 Bayview. Landscape Repairs from storm drain installation. Contact Mark Aston 239-560-2081 \$2,500**
5. **FMB 315 Bayland Street. Replaced Trees removed from installation of new storm drain. Contact Mark Aston 239-560-2081 \$9,735**
6. **FMB 3597 Shell Mound Blvd. Replaced rock from new storm drain. Contact Mark Aston 239-560-2081 \$4,890**
7. **FMB North 235 Carolina Street. Repair concrete from broken water meter. Contact Mark Aston 239-560-2081 \$74,000**
8. **FMB Moss Marine parking area. Replace Concrete around town fresh. Contact Mark Aston 239-560-2081 \$74,000**
9. **CVS 7001 Estero Blvd Fort Myers Beach. Replaced landscape, irrigation and sod from Hurricane Ian. Contact Scott King GLR Construction 937-248-2955 \$32,000**
10. **Pointe South Estero Condo's 5000 Estero Blvd Fort Myers Beach Replaced landscape, irrigation and sod from Hurricane Ian Kristin Huffman 239-789-6177**

- k. Have you ever failed to complete any work awarded to you? **No**

- l. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
33 Fairview	FMB Mark Aston 2395602081	9,995	10-24-2025	50%
131 Lennel Road	FMB Mark Aston 2395602081	9,995	10-20-2025	90%
Seascapes Bonita Beach	Carbonsix Anthony 2392890804	418,000	2-10-2026	5%
Pointe South Estero	Kristin Huffman 2397896177	242,000	12-10-2025	95%

(Continue list as necessary)

- m. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
Living Gardens Irrigation	17413 Arizona Rd 33967	Irrigation Repairs
Stahlman England Irrigation	2063 Trade Center Way	Irrigation Installation
Coastal Maintenance and Restoration	1925 Trade Center Way	Door Installation
A&M Landscape Materials	17355 Pine Ridge Road	Rock, sand & shell delivery

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.



ADDENDUM TO CONTRACT DOCUMENTS

RFP-26-01-PW

Addendum No.: 1

CONTRACT/PROJECT NAME: Fort Myers Beach Landscaping and Irrigation

DATE OF ISSUE: October 17, 2025

ADDITION / REVISIONS TO BID DOCUMENTS

The attached forms are required with your submitted proposal, however, were not included with the bid documentation:

- Business Relationship Disclosure
- Non-Collusion Affidavit
- Conflict of Interest Disclosure

Please Print Tidewater Landscape of Florida LLC

Company Name & Phone Number

Jeff Balgect

Signature

Amy Baker, Town Clerk
bids@fmbgov.com
239-765-0202



FMB:102 Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict-of-Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the addition of the nominated condition to the newborn screening panel. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with conflict of interest should refrain from nominating a condition for screening.

Date: 10-23-2025
Name: Jeffrey S. Balgeat
Position: President / owner

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

☒ I have no conflict of interest to report.

☐ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: Jeff Balgeat
Date: 10-23-2025

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME - FIRST NAME - MIDDLE INITIAL <i>Balyeat Jeffrey S.</i>			OFFICE / POSITION HELD <i>owner / President</i>
MAILING ADDRESS <i>1326 Kingswood Ct</i>			AGENCY <i>Tide water Landscape of FL LLC</i>
CITY <i>Fort Myers</i>	ZIP <i>33919</i>	COUNTY <i>Lee</i>	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *if and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by Section 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency: <i>Town of Fort Myers Beach, FL</i>		
2. The person submitting the bid is:	NAME <i>Jeffrey Balyeat</i>	POSITION <i>president/owner</i>
3. The business entity with which the person submitting the bid is associated is: <i>N/A</i>		
4. My relationship to the person or business entity submitting the bid is as follows: <i>N/A</i>		
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:		
a. The realty, goods, and / or services to be supplied specifically include: <i>Landscape & Irrigation</i>		
b. The realty, goods, and / or services will be supplied for the following period of time: <i>3 years</i>		
c. Will the contract be subject to renewal without further competitive bidding? ☒ Yes ☐ No. If so, how often? <i>2 year terms</i>		
6. Additional comments:		
7. SIGNATURE <i>Jeff Balyeat</i>	DATE SIGNED <i>10-23-25</i>	DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES SECTION 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



FMB:021 – NON-COLLUSION AFFIDAVIT

State of Florida

County of Lee

Jeffrey S. Balgeat being first duly sworn, deposes and says that:

- 1) He/she is the Jeffrey S. Balgeat owner (Owner) Partner, Officer, Representative or Agent) of Tidewater Landscape of FL LLC, the BIDDER that has submitted the attached Bid;
- 2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or sham Bid;
- 4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm, or person to fix the price or prices in the attached Bid or of any other Responder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- 5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By:

Jeffrey S. Balgeat
Jeffrey S. Balgeat
 (Printed Name)

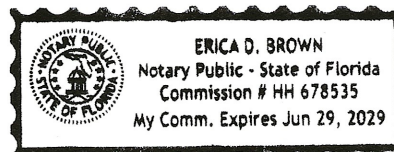
ACKNOWLEDGEMENT

STATE OF Florida
 COUNTY OF Lee

SWORN TO AND SUBSCRIBED BEFORE ME, on this 24th day of October, 2025, by means of ☒ physical presence or () online notarization, personally appeared Jeffrey S. Balgeat as owner of Tidewater Landscape of FL LLC () who personally known to me of ☒ who has produced FL Driver's License as identification.

Erica D. Brown
 Notary Public Signature

My commission expires June 29, 2029



Proposer: **TideWater Landscape of Florida LLC**

Forms A, B & C are available in WORD format from the Contracts Manager upon request.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

- Page 545 of 553

RFP Form C

Proposer: TideWater Landscape of Florida LLC

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

***THIS FORM MUST BE SIGNED AND SUBMITTED WITH
PROPOSAL TO BE DEEMED RESPONSIVE.***

Name of Proposer: TideWater Landscape of Florida LLC

Name of authorized representative of Proposer: Jeff Balgeat - Jeffrey S. Balgeat

Project Cost – No Labor to be Included

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	\$140.00
#67 Rock	Yard	\$140.00
White River Rock	Yard	\$620.00
Crimson Rock	Yard	\$538.00
Brown River Rock	Yard	\$420.00
Black/White Granite (AKA Fire Granite)	Yard	\$340.00
Crushed Shell	Yard	\$160.00
Chinese Fan Palm	Minimum 12'	\$1,000.00
Fishtail Palm	25 Gallon	\$210.00
Areca Palm	25 Gallon	\$270.00
Coconut Grey Wood	4' Tree	\$1,200.00
Maho Tree	25 Gallon	\$570.00
Christmas Palm	10' Tree	\$630.00
Silver Buttonwood	25 Gallon	\$190.00
Green Buttonwood	25 Gallon	\$190.00
Dark Pink Oleander	15 Gallon	\$120.00
Light Pink Oleander	7 Gallon	\$40.00
Variegated Ginder	7 Gallon	\$44.00
Calusa	25 Gallon	\$190.00
Variegated Arboricola	7 Gallon	\$40.00
Purple Lantana	1 Gallon	\$6.00
Yellow Lantana	1 Gallon	\$6.00
Floratam Grass	Sq Ft	\$1.00
Top Soil	Yard	\$110
Weed Mat (Coconut Fiber)	Roll	\$200

Project Cost – Include Labor

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	\$210.00
#67 Rock	Yard	\$210.00
White River Rock	Yard	\$930.00
Crimson Rock	Yard	\$807.00
Brown River Rock	Yard	\$630.00
Black/White Granite	Yard	\$510.00
Crushed Shell	Yard	\$240.00
Chinese Fan Palm	Minimum 12'	\$1,500.00
Fishtail Palm	25 Gallon	\$315.00
Areca Palm	25 Gallon	\$405.00
Coconut Grey Wood	4' Tree	\$1,800.00
Maho Tree	25 Gallon	\$855.00
Christmas Palm	10' Tree	\$945.00
Silver Buttonwood	25 Gallon	\$285.00
Green Buttonwood	25 Gallon	\$285.00
Dark Pink Oleander	15 Gallon	\$180.00
Light Pink Oleander	7 Gallon	\$60.00
Variegated Ginder	7 Gallon	\$65.00
Calusa	25 Gallon	\$285.00
Variegated Arboricola	7 Gallon	\$60.00
Purple Lantana	1 Gallon	\$9.00
Yellow Lantana	1 Gallon	\$9.00
Floritam Grass	Sq Ft	\$1.20
Top Soil	Yard	\$165.00
Weed Mat (Coconut Fiber)	Roll	\$300.00

Project Cost – Labor Rate (Not Limited To)

Labor - By Product	Labor Rate/Hour	Supervisor Rate/Hour
Labor - Sod Installment	\$ 60.00	\$ 68.00
Labor - Mulch Installment	\$ 60.00	\$ 68.00
Labor - Tree Planting	\$ 60.00	\$ 68.00
Labor - Bush Planting	\$ 60.00	\$ 68.00
Labor - Driveway Repair	\$ 60.00	\$ 68.00
Labor - Irrigation Repair	\$ 64.00	\$ 68.00
Labor - Concrete Replacement	\$ 75.00	\$ 85.00

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Fees should be detailed to the extent possible per deliverable.

The Price Per Unit cost shall include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, unit rate and staff position available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
<u>Title:</u>	<u>Hourly Rate/Per Unit Rate</u>
Supervisor	\$68.00
Irrigation Tech	\$64.00
Project Manager	\$78.00
Driver	\$68.00
Labor	\$60.00

By: TideWater Landscape of Florida LLC

Date:10-16-2025

Name: Jeffrey Balyeat

Title: President/ Owner

Proposer:

Tidewater Landscape of FL LLC**THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.**

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business:

Tidewater Landscape of FL LLC

By:

Jeffrey S. Balyeat president/owner

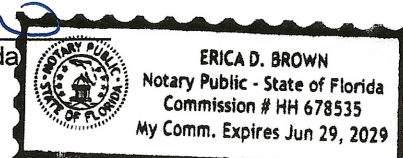
Print Name & Title

Mailing Address:

1326 Kingswood Ct.
Fort Myers, FL 33919STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 24th day of October, 2025 by means of (X) physical presence or () online notarization, personally appeared Jeffrey S. Balyeat as Owner of the Town of Fort Myers Beach, () who is personally known to me or () who has produced FL Driver's License as identification. Tidewater Landscape of FL LLC

NOTARY PUBLIC – State of Florida

My commission expires: June 29, 2029

November 14, 2025

RFP-26-01-PW FMB Landscaping & Irrigation

Chadd Chustz
Georgina Cid
Jeff Hauge

TOTALS:

Green Construction Technologies	TideWater Landscape
7	10
11	8
11	12
29	30

Score from 0 - 3, 3 being highest

	Green Construction Technologies	TideWater Lansdscape
Expierence with irrigation repairs	3	1
Experience with flat work	3	1
Expressed undersanding of the project and proposed method of handling of the project	2	3
Qualifications based on past experience	3	2
TOTALS:	11	7

Georgina

Score from 0 - 3, 3 being highest

	Green Construction Technologies	TideWater Landscape
Expierence with irrigation repairs	3	1
Experience with flat work	3	2
Expressed undersanding of the project and proposed method of handling of the project	2	3
Qualifications based on past experience	3	2
TOTALS:	11	7

Jeff

RFP-26-01-PW

FMB Landscaping & Irrigation

A3		
	Green Construction Technologies	TideWater Landscape
Score from 0 - 3, 3 being highest		
Experience with irrigation repairs	3	3
Experience with flat work	3	3
Expressed understanding of the project and proposed method of handling of the project	3	3
Qualifications based on past experience	2	3
TOTALS:	11	12