



Fort Myers Beach Town Council

Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931

Agenda

Monday, March 1, 2021

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. PROCLAMATIONS
 - A. Believing in Girls
Lee County Pace Center for Girls be recognized March 2021 as *Believing in Girls!* month in the Town of Fort Myers Beach.
 - B. Problem Gambling Awareness Month
The Florida Council on Compulsive Gambling to be recognized March 2021 *Problem Gambling Awareness Month* in Fort Myers Beach
- VII. LOCAL ACHIEVEMENTS AND RECOGNITIONS
- VIII. ADVISORY COMMITTEES ITEMS AND REPORTS - NONE SUBMITTED
- IX. APPROVAL OF MINUTES
 - A. Town Council - February 16, 2021
- X. CONSENT AGENDA
 - A. CrowderGulf Contract Renewal
Approve and authorization the Town Manager to execute Renewal #2 (of 3) to the CrowderGulf Agreement for Disaster Recovery Services.
 - B. Disaster Debris Monitoring Services
Approve a contract with Thompson Consulting for Disaster Debris Monitoring Services in response to RFP-18-26-PW and authorize the Town Manager to execute the contract documents and expend

budgeted funds on behalf of the Town.

- C. Resolution 21-15: Expansion of Beach Renourishment Scope
Adopt Resolution 21-15 Ratifying action of the Town Council taken at their February 16, 2021 meeting to expand the scope for the beach renourishment project to include Central and South Beach Segments designated as Critically Eroded by the FDEP and request \$50,000 in additional TDC Grant funds to allow for concurrent design and permitting of the extension providing for time and cost efficiencies.

XI. PUBLIC HEARINGS

- A. VAR20200091 5730 Estero Blvd
Recommend approval of a variance from Land Development Code Chapter 34 Article IV Division 2 Sec. 34-1174(b) to allow the construction of two (2) accessory structures - a garage and pool - in front of the principal structure located at 5730 Estero Blvd.

Staff recommends approval with original conditions.
- B. First reading and Public Hearing: Ordinance 21-02: Myerside CPD Rezoning DCI 2020-0009 Myerside CPD Rezoning Ordinance First Reading
Open the public hearing and if approved, set the second reading and final hearing for April 5, 2021 at 9:00 AM
- C. First reading and Public Hearing: Ordinance 21-01 amending Chapter 6 of Land Development Code
The Florida Building Code has been modified. Changes to the Towns regulations are required for consistency and other licensing and regulatory issues. Chapter 6 Maintenance Codes, Building Codes, and Coastal Regulations of the Land Development Code Amendments
Open the public hearing and set the second reading and final hearing for March 16, 2021 at 9:00 AM

XII. ADMINISTRATIVE AGENDA

- A. Thiel Lien Reduction Request: 464 Washington Court
Lien Reduction Request for CE19-0214
- B. Vehicle Replacement - Isuzu Truck
Approve the trade in and purchase of the replacement vehicle from Nextran Isuzu Truck Center of Fort Myers in the amount of \$33,331.64 after trade-in credit, as budgeted in FY21 budget, piggybacking Florida Sheriff Association Contract FSA20-VEH18.0, and authorizing trade in of Isuzu Truck.

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 TELEVISED LIVE ON COMCAST CHANNEL 98.

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



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the Town Clerk's Office.

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

1. **Requested Motion:**

Meeting Date: March 1, 2021

Lee County Pace Center for Girls be recognized March 2021 as *Believing in Girls!* month in the Town of Fort Myers Beach.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

PROCLAMATIONS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Rexann Hosafros, Vice Mayor

5. **Background:**

Pace began in 1985 with one Center in Jacksonville, Florida serving 10 girls. Today Pace includes 21 Centers throughout Florida that serve over 3,000 girls each year and Pace has changed the life trajectory of over 40,000 girls since its inception. Pace began as a community response to the realization that girls involved with the justice system were either being placed in programs designed for boys or placed further into the system for their own protection. There were no effective alternatives. Started by Vicki Burke and guided by the research-based recommendations which called for gender responsive programming, Pace created a new alternative to institutionalization or incarceration for girls. Pace is now recognized as a national model for reducing recidivism and improving school success, employment and self-sufficiency amongst girls by the Annie E. Casey Foundation, Children's Defense Fund, National Mental Health Association, National Council on Crime and Delinquency, and the Office of Juvenile Justice and Delinquency Prevention.

Attachments:

1. Believing in Girls Month Proclamation FMB 03-1-2021

Financial Impact:

None

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk
John R Herin Jr, Town Attorney
Roger Hernstadt, Town Manager

Created/Initiated - 2/11/2021
Approved - 2/15/2021
Final Approval - 2/23/2021

Town of Fort Myers Beach Proclamation

Whereas, March is Women's History Month in the United States, a time when our nation reflects on the valuable contribution women make to our society; and

Whereas, the Pace Center for Girls is instrumental in helping promote a better future through education, counseling, training, and advocacy, in collaboration with Florida's Department of Children and Families, Department of Education, and Department of Juvenile Justice; and

Whereas, Pace Center for Girls, Lee County reports a 96% success rate of keeping girls out of the criminal justice system and improving the academic success of 88% of students; and

Whereas, the young women in Florida are tomorrow's leaders and dynamic invaluable contributors to society; and

Whereas, February 6, 2021, marked the fourteenth anniversary of Pace Center for Girls providing services in Lee County; and

Whereas, March 11th is the thirteenth anniversary of the Grande Dames Tea. PACE Center for Girls of Lee County will be honoring three local women for their lifelong impact in business, philanthropy and community engagement, and promoting awareness of the services provided by Pace Center for Girls of Lee County.

Now, Therefore, be it proclaimed the Town Council of the Town of Fort Myers Beach does hereby proclaim March 2021 in Fort Myers Beach as

Believing in Girls Month

and urges all residents and visitors to honor the female spirit and promote the potential of all girls and women.

Given under my hand and the seal of the office of the Mayor this 1st day of March 2021.

Raymond P. Murphy, Mayor

1. **Requested Motion:**

Meeting Date: March 1, 2021

The Florida Council on Compulsive Gambling to be recognized March 2021 *Problem Gambling Awareness Month* in Fort Myers Beach

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

PROCLAMATIONS

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

5. **Background:**

The Florida Council on Compulsive Gambling, Inc. (FCCG) is a not-for-profit corporation under contract with Florida State government, serving as the designated state affiliate of the National Council on Problem Gambling (NCPG). In addition to operating the 24-hour Problem Gambling HelpLine (888- ADMIT-IT), the FCCG increases awareness of problem gambling through education and outreach efforts throughout the state of Florida, advocates on behalf of the public regarding issues relating to problem gambling, and provides programs, resources, and other population specific supports to those in need of assistance. For more information, please visit <https://gamblinghelp.org/>

March is Problem Gambling Awareness Month (PGAM), a grassroots effort to raise awareness about gambling disorder, classified by the American Psychiatric Association as a behavioral addiction, that impacts millions of Floridians who struggle directly with gambling related difficulties or are adversely affected by a loved one's gambling problem.

During this past year, the world has been forced to grapple with crippling impacts caused by the COVID-19 Pandemic. Many Florida residents, like many Americans, are struggling given the unforeseen consequences resulting from the pandemic. For disordered gamblers and their families, the effects of the virus can exacerbate already serious financial, psychological, legal, and other problems caused by gambling. 888-ADMIT-IT HelpLine data has revealed significant impacts on those suffering from gambling addiction as a result of pandemic, including shifts in gambling behaviors resulting from land-based gambling operation closures and sporting event cancellations during this past year, coupled with a general increase in life stressors for the population at large.

Attachments:

1. Problem Gambling Awareness Month - March 2021

Financial Impact:

None

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk

John R Herin Jr, Town Attorney

Amy Baker, Town Clerk

Roger Hernstadt, Town Manager

Created/Initiated - 2/11/2021

Approved - 2/15/2021

Approved - 2/22/2021

Final Approval - 2/23/2021

Town of Fort Myers Beach PROCLAMATION

WHEREAS, problem gambling is a serious public health issue which impacts family, friends, and businesses with significant societal and economic costs, affecting more than one million Floridians of all ages, races and ethnic background in all communities; and

WHEREAS, it is estimated that more than six million people of every age, race, ethnicity and socio-economic status suffer from problem gambling and need treatment; and

WHEREAS, problem gambling is a community issue, as 8-10 people are affected for every problem gambler, and conservative estimated social costs are \$7 billion annually; and

WHEREAS, educating the public about how problem gambling affects everyone in the community, including parents, youth, older adults, and families is essential if we are to be proactive about this problem; and

WHEREAS, the Florida Council on Compulsive Gambling's 2021 PGAM Awareness Campaign, "**Shine the Light on Problem gambling: Changing the Game**" provides an opportunity for public, policymakers, educators, businesses, mental health providers, criminal justice professionals, the gaming industry, and others to make know the adverse effects of problem gambling, as well as available treatment; and

WHEREAS, any individual, professional or organization dedicated to assisting those in need can participate in raising awareness and treating problem gambling by promoting the statewide 24/7, confidential, multilingual Problem Gambling Helpline, 888-ADMIT-IT.

NOW, therefore, be it proclaimed that the Town Council of the Town of Fort Myers Beach, Florida proclaims **March 2021** as

PROBLEM GAMBLING AWARENESS MONTH

Given under my hand and the seal of the office of the Mayor this 1st of March 2021.

Raymond P. Murphy, Mayor



Fort Myers Beach Town Council

**Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931**

Minutes

**Tuesday, February 16,
2021**

9:00 AM

ORDER OF BUSINESS

DRAFT

I. CALL TO ORDER

Members present: Mayor Murphy, Vice Mayor Hosafros, Council Member Allers, Council Member Atterholt and Council Member Veach.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Vice Mayor Hosafros moved to approve the final agenda; second by Council Member Allers.

Motion carried unanimously.

V. PUBLIC COMMENT

Phil Winter, resident, reviewed why Fort Myers Beach was not included in the TopTen list of beaches. Comments included traffic problems, pets on the beach, lack of restrooms, trash, lack of signage for sidewalks, poor communication, and the concrete media in Times Square.

Mark Ludvigson, builder, commented on changes in the building department. He noted the application process changed again and there was a lack of communication. He described pricing errors and the difficulty of contacting anyone in the department or receiving a response. Mayor Murphy advised him to leave his contact information with Town Clerk Baker.

Terry Persaud, owner of Sunset Beach Tropical Grill, distributed information to Council Members. He requested a sign-off for his liquor license to sell on-premises. He explained the Summary Judgement, the Final Judgement and reviewed past issues. He suggested that they reach an agreement.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Allers wished Betty Simpson a belated happy birthday and thanked her for her work.

Vice Mayor Hosafros thanked the Fort Myers Beach Community Foundation for their fundraising event.

Mayor Murphy also wished Betty Simpson a happy birthday. Council Member Veach echoed previous comments.

VII. ADVISORY COMMITTEES ITEMS AND REPORTS

Steve Johnson, Chair of the Marine Resources Task Force (MRTF), indicated they recommended changes to the model sea turtle ordinance. Mayor Murphy stated they received the changes and it would be added to a future M&P Session agenda.

VIII. APPROVAL OF MINUTES

A. Town Council - February 1, 2021

Town Council - February 1, 2021

Council Member Allers moved to approve the minutes; second by Vice Mayor Hosafros.

Motion carried unanimously.

B. Management & Planning Session - February 4, 2021

Management & Planning Session - February 4, 2021

Council Member Veach moved to approve the minutes; second by Council Member Allers.

Motion approved unanimously.

IX. PRESENTATION

A. Florida Power & Light (FPL)

Presentation by Florida Power & Light (FPL) regarding their roadway lighting plans to address the balance between safety and environmental wildlife protection.

Bob Horswood, Director of LED Lighting Solutions from FPL, utilized PowerPoint for his presentation. He reviewed how they addressed turtle sensitive lighting. Slides included: FPL is the largest energy company in Florida; FPL is committed to delivering America's best energy value; FPL is making Florida a clean energy and sustainability leader; FPL's Turtle Lighting Evolution; FPL's Partnership with FWC for Better Options; FPL's New Turtle Friendly Street Light Options; Requesting a Turtle Friendly Street Light and Requesting a Turtle Friendly Light - Customer Owned.

Council Member Atterholt questioned whether he had comments regarding Fort Myers Beach specifically. Director Horswood replied that FPL was not in the design business; they provided lights. He stated that FPL would put whatever lights they wanted wherever they wanted. He indicated that they would work directly with engineers or consultants. Council Member Atterholt

commented that the perception was that they were not responsive to the Town's needs. He questioned whether they could help find something unique for their specific situation. Director Horswood replied that they would have to work together and determine what the Town needed. He stated that they had 60 different lights to choose from. Council Member Atterholt hoped that they would present something helpful to Fort Myers Beach.

Vice Mayor Hosafros commented that two years ago, they were told turtle-friendly lights were not available under the tariff program. Director Horswood responded that three turtle-friendly lights were now available under the program.

Council Member Veach questioned how their biggest light performed compared to the current lights on the beach. Director Horswood replied that their RSW-XL was the largest turtle-friendly light they found on the market. Vice Mayor questioned whether they installed those lights in other areas of Florida. Director Horswood responded that he would forward a list of towns. Mayor Murphy questioned whether they could obtain a sample light. Director Horswood replied that a lighting agreement would have to be signed first. He described the light used in the Town of Palm Beach. Mayor Murphy noted he would call their Mayor.

Council Member Allers stated that they did not receive any new information. He questioned whether they were aware of the gravity of their situation. He questioned whether FPL would maintain lights on their poles provided by another company. Director Horswood replied negatively. He stated that the turtle lights they offered seemed to be acceptable in other coastal communities. He noted that the dual lights had a control issue and the manufacturer was working on a solution. Council Member Allers questioned public safety with the three turtle lights offered. Director Horswood replied that they did not work as well for pedestrian safety. He noted more fixtures would have to be installed, or the white lights would have to be shielded. Council Member Allers questioned why they took the stance of you can have this or this, but not both. Director Horswood responded that they had to request what they needed and FPL would try to meet their needs with the lights they had.

Council Member Veach questioned how the tariff program worked. Director Horswood replied that they could convert their high-pressure sodium lights right away with no out-of-pocket costs. Council Member Veach questioned whether additional lights would be covered. Director Horswood responded that poles and installation would come with the lights, but an additional payment was required in certain situations. Council Member Veach questioned whether FPL would maintain their existing lights if the Town purchased lights from a separate entity. Director Horswood replied affirmatively but stated that they do not allow another company to put lights on their poles. He described how the three lights performed in different situations.

Council Member Allers questioned whether any of the lights had a CRI (Color Rendering Index) on them. Director Horswood explained the CRI and

indicated the high-pressure sodium lights had a CRI of about 20, white LEDs were between 70 and 80 and he guessed turtle-friendly lights were around 10-20. Vice Mayor Hosafros verified that lights on Estero were on about every other pole. She stated that they could increase lights without adding poles and she questioned whether that would be sufficient. Senior Representative Eric Culling from FPL replied that they could add lights under the tariff, but it was up to them to determine sufficiency. He discussed foot candles, spacing and set-backs regarding current poles. He stated that they would comply with recommendations from a consultant.

Town Manager Hernstadt requested a list of coastal communities that used the three turtle lighting options. Director Horswood replied affirmatively.

Mayor Murphy indicated that they would have a mutual dialogue with Rob Phelan and Lee County officials.

He stated that there had to be a collaboration between the County and the Town. He thanked FPL for their presentation.

Town Manager Hernstadt explained that the County provided a basic level of services and the Town was responsible for lighting upgrades. He stated that the FPL option would be the cheapest because of the existing poles. Council Member Allers discussed existing lighting technology and stated a solution was out there, but it came with a cost. Mayor Murphy reiterated that they had to work with the County.

X. CONSENT AGENDA

Vice Mayor Hosafros moved to approve the consent agenda; second by Council Member Veach.

Motion carried unanimously.

A. Disposition of Surplus Items

Declare listed items as surplus and authorize staff to dispose of these items utilizing a municipal government auction service.

Vice Mayor Hosafros moved to approve authorization; second by Council Member Veach.

Motion carried unanimously.

B. RFP-18-20-PW; Miscellaneous Supplies Renewal #1

Authorize the Town Manager to exercise the first of two renewals in the Professional Services Agreement for On-going Uniform, Mats and Miscellaneous Janitorial Supplies with UniFirst for one year as allowed in the original contract. This is the first of two annual renewal options.

Vice Mayor Hosafros moved to approve authorization; second by Council Member Veach.

Motion carried unanimously.

XI. ADMINISTRATIVE AGENDA**A. RFQ-20-06-AD: Laguna Shores Channel Dredge Permitting & Design**

Approve STA #2 with Hans Wilson & Associates to initiate Permitting & Design for Laguna Shores Channel Dredge in response to RFQ-20-06-AD; allocate and appropriate \$10,000 from the \$18,000 budgeted from Town Council contingency funds and authorize the Town Manager to execute the documents.

Vice Mayor Hosafros questioned whether the neighborhood agreed to participate at the previous percentage split. Town Manager Hernstadt replied that it was hard for them to commit without knowing the final cost. He noted that the neighborhood approached the Town to get the work done.

Council Member Allers moved to approve STA #2; second by Council Member Veach.

Motion carried unanimously.

B. WCIND Grant Request

Authorize the Town Manager or his designee to submit a grant application to West Coast Inland Navigational District (WCIND) for Law Enforcement Grant Requests for marine patrol and enforcement.

Vice Mayor Hosafros moved to approve authorization; second by Mayor Murphy.

Motion carried unanimously.

C. Community Pool Water Slide Replacement

Authorize the Town Manager to waive the procurement policy and execute an agreement with A OK Playgrounds in the amount of \$98,433 to replace the water slide at the Fort Myers Beach Community Pool. Allocate and appropriate funds necessary for purchase from Capital Budget.

Vice Mayor Hosafros moved to authorize; second by Council Member Allers. Cultural Parks & Recreation Director Alison Giesen explained that the lowest bidder did not have a comparable product.

Motion carried unanimously.

D. Resolution 21-05, Mitchell & Stark Change Order 1

Authorize the Town Manager to execute the final balancing Change Orders with Mitchell and Stark for Estero Boulevard Water Main RFQ-13-02-PW.

Council Member Atterholt moved to authorize; second by Council Member Allers.

Motion carried unanimously.

- E. Resolution 21-06; Mitchell & Stark Change Order 2
Authorize the Town Manager to execute the final balancing Change Order with Mitchell and Stark for Estero Boulevard Water Main RFQ-13-02-PW.
Council Member Atterholt moved to authorize; second by Council Member Allers.
Town Manager Hernstadt pointed out an error in the amount of days.
Council Member Atterholt amended his motion to include the change; second by Council Member Allers.
Motion carried unanimously.
- F. Resolution 21-07; Mitchell & Stark Change Order 1
Authorize the Town Manager to execute the final balancing Change Order with Mitchell and Stark for Estero Boulevard Water Main RFQ-13-02-PW.
Council Member Veach moved to authorize; second by Council Member Allers.
Motion carried unanimously.
- G. Resolution 21-08; Mitchell & Stark Change Order 1
Authorize the Town Manager to execute the final balancing Change Order with Mitchell and Stark for Estero Boulevard Water Main RFQ-13-02-PW.
Council Member Atterholt moved to authorize; second by Council Member Allers.
Motion carried unanimously.
- H. Resolution 21-09: Phase 4 Joint Outfalls
Authorize the Town Manager to execute the final balancing Change Order with Mitchell and Stark for Phase 4 Joint Outfalls ITB-17-24-PW. Phase 4 Joint Outfalls with a decrease in contract amount of \$674,992.72.
Effective date of final Change Order: February 16th, 2021.
Council Member Veach moved to authorize; second by Council Member Allers.
Motion carried unanimously.
Utilities Director Cory Christy revealed a total savings of \$7.1 million.

I. Resolution 21-10; Angie Brewer & Associates, LC

Authorize the Town Manager to execute an agreement between The Town of Fort Myers Beach and Angie Brewer & Associates, LC, piggybacking the Collier County Agreement per the Town procurement ordinance. Angie Brewer & Associates, LC. will provide State Loan Funding and related grant management services to include Planning, Application, Administration, Compliance and Program Management Services for the SRF Program or other grant and/or loan funding sources.

Vice Mayor Hosafros moved to approve Resolution 21-10; second by Council Member Veach.

Motion carried unanimously.

J. Resolution 21-11; North Estero Phase 2, Part 2 SRF Loan Agreement

Authorize the Town Manager to execute loan agreement between SRF and The Town of Fort Myers Beach.

Vice Mayor Hosafros moved to approve Resolution 21-11; second by Council Member Atterholt.

Motion carried unanimously.

K. Resolution 21-12; North Estero Phase 2 Part 2 Change Order

Authorize the Town Manager to execute Change Order 1 for Phase 2 Part 2 Water-SW Technical Services During Construction, increasing the cost amount by \$42,144.00 on proposal 240-000-0111 with Angie Brewer & Associates, LC.

Council Member Allers moved to authorize; second by Vice Mayor Hosafros.

Motion carried unanimously.

L. Resolution 21-13: Phase 2 Part 1 Water-SW Technical Services

Authorize the Town Manager to execute an agreement for Phase 2 Part 1 Water-SW Technical Services During Construction in the amount of \$126,423.72 on proposal 240-000-0113 with Angie Brewer & Associates, LC.

Council Member Veach moved to authorize; second by Vice Mayor Hosafros. Motion carried unanimously.

M. RFP-21-03-PW; Lighting Consultant

Approve contract with REDD Inc, DBA Town Lighting Engineers for the design-bid-build process in response to RFP-21-03-PW-Lighting Consultant up to the amount of \$185,000; allocate and appropriate funds from Reserves and authorize the Town Manager to execute the contract documents with Town Council's consideration.

Council Member Allers moved to authorize; second by Vice Mayor Hosafros. Town Manager Hernstadt reviewed the contract. Public Works Director Chelsea O'Riley provided background on the firm. Town Manager Hernstadt explained why they needed to hire a lighting consultant. Vice Mayor Hosafros stated this was the first time the Town hired someone to conduct the study.

Motion carried unanimously.

XII. FINAL PUBLIC COMMENT

No public comment.

XIII. TOWN MANAGER'S ITEMS

A. Authorize the expansion of scope for the beach renourishment and request TDC grant funds

Authorize the expansion of scope for the beach renourishment project to include Central and South Beach Segments designated as Critically Eroded by the FDEP. Request \$50,000 in additional TDC Grant funds to allow for concurrent design and permitting of the extension providing for time and cost efficiencies.

Town Manager Hernstadt stated that with Council's approval, staff would bring back the item for consent at the next meeting. Consensus was reached to move forward.

XIV. TOWN ATTORNEY'S ITEMS

Town Attorney Herin, Jr. addressed the comments from Mr. Persaud and noted he would work with him regarding consumption on-premises. He emphasized that he did not have direct contact with Mr. Persaud. Town Manager Hernstadt added that Mr. Persaud copied numerous individuals in his communications.

A. COVID-19 Emergency Declarations

Town Attorney Herin, Jr. explained the proposed Emergency Declaration #8. He questioned whether they wanted to incorporate Emergency Declaration #7 regarding facial coverings and social distancing. He noted that special events could be added.

Mayor Murphy moved to eliminate prior Emergency Declarations that the governor superseded (1 through 6) and they retain their local ordinance requiring face coverings and social distancing, including in all businesses and special events would be left to the discretion of the Town Manager. No second.

Vice Mayor Hosafros pointed out that they just received the proposal yesterday. She supported the policy to continue to allow the Town Manager to use his discretion for special events. Discussion was held regarding appealing denial of special events. Mayor Murphy amended his original motion to remove the language regarding special events. Town Attorney Herin, Jr. stated that Emergency Declaration #7 was still in effect.

Mayor Murphy moved to eliminate prior Emergency Declarations (1 through 6) that the governor superseded, and they retain their local ordinance requiring face coverings and social distancing, including all businesses; second by Vice Mayor Hosafros.

Council Member Allers did not support the Declaration due to the availability of vaccines and continued education. Mayor Murphy stated that they were in a unique situation due to the coronavirus variants in Florida. He indicated they were not out of the woods and they should continue to be vigilant to ensure the situation did not reverse. Council Member Atterholt supported CDC guidelines, but he did not support the Declaration because fines could not be collected. Council Member Veach described the variants and noted they had to get the numbers down regardless of the vaccines.

Town Manager Hernstadt noted they wanted to work cooperatively with everyone, but they had to do what was best for the residents. Mayor Murphy commented that several business owners supported a mask mandate.

Motion carried 3-2 with Council Members Allers and Atterholt dissenting.

B. Beach Access Bathroom Policy

Town Attorney Herin, Jr. reviewed the resolution. Vice Mayor Hosafros suggested adding in residential neighborhoods after the words, public beach access points. Mayor Murphy read the title of the resolution, including the addition.

Mayor Murphy moved to approve the resolution; second by Council Member Veach.

Motion carried unanimously.

XV. COUNCILMEMBERS ITEMS AND REPORTS

Council Member Atterholt shared an ad campaign encouraging people to support clean water by contacting their legislators. He thanked everyone involved. He received support to add a discussion regarding complaint-driven enforcement at a future M&P Session.

Council Member Allers received support to discuss the green bicycle lane marking and red crosswalk at on North Estero at Carlos Circle at a future M&P Session.

Town Manager Hernstadt encouraged members to visit the site. He noted they were looking at installing directional signs where the bicycle lane merged onto the sidewalk. Council Member Allers commented that the No Wake signs would be reinstalled. He requested that boaters and jet ski operators slow down.

Vice Mayor Hosafros reminded everyone to ride their bicycles with traffic. Mayor Murphy discussed dodging electric bicycles on sidewalks and reminded citizens that electric bikes were not allowed on sidewalks. He stated that the St. Patrick's Day parade was canceled again this year.

No items from other members.

XVI. ADJOURNMENT

Vice Mayor Hosafros moved to adjourn; second by Council Member Allers. Motion carried unanimously.

The meeting was adjourned at 11:49 a.m.

1. **Requested Motion:**

Meeting Date: March 1, 2021

Approve and authorization the Town Manager to execute Renewal #2 (of 3) to the CrowderGulf Agreement for Disaster Recovery Services.

Why the action is necessary:

To provide the Town with a contract for Disaster Recovery Services.

What the action accomplishes:

Extends the contract with CrowderGulf Inc. for one additional year.

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Chelsea O'Riley, Public Works
Director

5. **Background:**

The Town has an existing contract with CrowderGulf since April 24, 2018 for disaster recovery services via RFP-17-29-PW. The original contract was for a period of two years with up to three additional 12-month renewals available. This will be the second renewal out of three. There is a final renewal available for the next fiscal year.

Attachments:

1. Fort Myers Bch(Town), FL Unex CPI Renewal
2. CrowderGulf Renewal #2- TFMB Form PARTIALLY EXECUTED

Financial Impact:

6. **Alternative Action**

Do not approve one year extension.

7. **Management Recommendations:**

Renew agreement with vendor for an additional year of service.

8. **Recommended Approval:**

Chelsea O'Riley, Public Works Director
Chelsea O'Riley, Public Works Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/12/2021
Approved - 2/12/2021
Approved - 2/15/2021
Approved - 2/22/2021
Final Approval - 2/23/2021

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard E
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

January 26, 2021

Mr. Roger Hernstadt
Town Manager
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

via email: Roger@fmbgov.com

Re: Contract Renewal for Disaster Recovery Services

Dear Mr. Hernstadt:

CrowderGulf has been providing the Town of Fort Myers Beach Disaster Recovery Services per the agreement that was executed on April 24, 2018. The term of the agreement is through April 23, 2020 with up to three (3) additional terms of twelve (12) months each on the same terms and conditions.

According to the RFP, section 7, D, price adjustments will be made on an annual basis after the first 24 month term based on the consumer price index (CPI). At the renewal of the contract term and on each renewal date thereafter, the unit contract prices shall be adjusted to reflect the increase or decrease in the CPI for the immediately preceding twelve (12) month period. From December 2019 to December 2020, according to the U.S. Bureau of Labor Statistics, the Consumer Price Index rose 1.4 percent. At this time CrowderGulf is requesting a price increase of 1.4 percent.

If the Town of Fort Myers Beach is in agreement to renew the contract please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue with the updated pricing sheet (attached) until its new expiration date of April 23, 2022.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the Town of Fort Myers Beach requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at our Disaster Administration Office (DAO) 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – Town of Fort Myers Beach, FL

Signature

Name/Title

Date

CrowderGulf CPI Pricing (1.4%) 2021

**TOWN OF FORT MYERS BEACH PROPOSAL SCHEDULE
PROPOSAL NO. DEBRIS REMOVAL**

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Town (within Town limits). CY_____100,000		\$8.52	\$852,000.00
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Contractor outside of Town limits (<i>if viable space for TDSR is not available within Town limits</i>). CY _____		\$9.53	\$9.53
	Unit Price for Mixed Debris Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee Landfill directly to the Town. CY_____2,000		\$9.89	\$19,780.00
	Unit Price for Construction and Demolition (C&D) Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee County Landfill directly to the Town. CY_____2,000		\$9.89	\$19,780.00
	Unit Price for Mixed Debris Collection and Transportation to staging area for transport to Lee County Landfill CY_____2,000		\$8.52	\$17,040.00
	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to staging area for transport to Lee County Landfill. CY _____2,000		\$8.52	\$17,040.00
	Unit Price for Transport of Mixed Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____2,000		\$5.27	\$10,540.00
	Unit Price for Transport of Construction and Demolition (C&D) Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____2,000		\$5.27	\$10,540.00
	Unit Price for recovery and recycling of E-Waste such as televisions, computers, computer monitors, tablets, microwaves, etc. Items shall be disposed at a permitted E-Waste recycling facility.		\$40.56	\$40.56

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at Town's or Contractor's site(s).	CY	\$3.75	\$375,000.00 100,000
	Unit Price for Hauling Mulch from Town's or Contractor's site(s) to a State approved disposal site provided by Contractor. CY		\$4.26	\$106,500.00
	25,000 *NOTE 1			
	Unit Price for using mulch as a soil amendment and blending into the soil at the debris site in compliance with FDEP requirements if FDEP permit is obtained.	CY	\$2.79	\$2.79
	Unit Price for Providing Air Curtain and Burning Vegetative Debris at Town's or Contractor's site(s). Burning will not be allowed inside the Town limits.	CY	\$2.48	\$2.48
	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or larger in rights-of-way. Price per Tree	EA	\$91.26	\$9,126.00 100
15.	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground. See Stump Conversion Table.			\$13,942.00
a.	24" to 48" Diameter	EA	\$278.85	50
b.	48" Diameter and Larger	EA	\$405.60	25
				\$10,140.00
16.	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.			
a.	6" -11.99" diameter	EA	\$60.84	10 \$ 608.40
b.	12" - 23.99" diameter	EA	\$152.10	10 \$1,521.00
c.	24" - 47.99" diameter	EA	\$304.20	5 \$1,521.00
d.	48" diameter and greater	EA	\$354.90	5 \$1,774.50

*NOTE 1: This rate is for 0-30 Miles for mileage over 30 please add \$0.12 / Cubic Yard / Mile.

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
17.	Hazardous Waste Removal, Transport and Disposal	LB	<u>\$4.06</u>	\$812.00 200
18.	Bio-Hazardous Waste Removal, Transport and Disposal	LB	<u>\$5.07</u>	\$1,014.00 200
19.	Dead Animal Collection, Transport and Disposal	LB	<u>\$0.51</u>	\$102.00 200
20.	White Goods Collection, Transport and Disposal	EA	<u>\$50.70</u>	\$500.70 10
a.	Freon management and Disposal	UNIT	<u>\$40.56</u>	5 \$202.80
See Equipment Emergency Road Clearance (50 hours per FEMA regulations)				
22.	Demolition of Structures (Debris will be hauled and disposed under item 1-8) including termination/capping of all utilities, removal of white goods, household hazardous waste, small gas line equipment, etc.	SF	<u>\$2.54</u>	\$50,800.00 20,000
a.	Regulated Asbestos-Containing Materials abatement if required.	LB	<u>\$5.07</u>	\$2,535.00 500
23.	Per the contract specifications, collect and remove beach sand from public land and rights-of-ways. Haul to temporary storage site and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed under item 1-8)			
a.	Deliver the clean sand to the beach. Place and grade to restore the beach to its historical profile as directed by the Town.	CY	<u>\$13.69</u>	\$68,450.00 5,000
b.	Restoration of sodded/landscape right-of-way areas as a result of beach sand removal per the contract specifications.	CY	<u>\$4.06</u>	\$16,240.00 4,000
		SY	<u>\$1.98</u>	2,500 \$4,950.00
24.	Remove medium to large debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	<u>\$18.25</u>	500 \$9,125.00
25.	Remove and sift small debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	<u>\$22.31</u>	250 \$5,577.50

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
26.	Boat Removal - Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements.	EA	<u>\$2,535.00</u>	\$2,535.00
27.	Vehicle Removal - Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.	EA	<u>\$243.36</u>	\$243.36

Mixed Debris is primarily vegetation with building debris such as roofing, siding, insulation, drywall, signage and other light construction debris.

Construction and Demolition (C&D) Debris includes but is not limited to building debris such as roofing, siding, insulation, drywall, signage, plywood, lumber fencing and other miscellaneous construction debris.

Biohazardous Waste means any solid or liquid waste which may present a threat of infection to humans. Items such as may be found as a result of damage to a veterinary or medical office. The term includes but is not limited to:

- Non-liquid human tissue and body parts; autopsy waste;
- Laboratory and veterinary waste which contains human disease-causing agents;
- Used disposable sharps and contaminated equipment;
- Human blood, human blood products and body fluids;
- Human Pathogens;
- Animal Cell Cultures;
- Infected or potentially infected animals and/or excised tissue;
- Infected or potentially infected human tissue, secretions or blood.

Hazardous Waste is waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Also includes material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency (EPA):

1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

Household Hazardous Waste (HHW) includes used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

EXHIBIT A

STUMP CONVERSION TABLE DIAMETER TO VOLUME CAPACITY

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$[\text{Stump Diameter}^2 \times 0.7854] \times \text{Stump Length} + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root ball Height}] 46656$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

CrowderGulf CPI Pricing (1.4%) 2021

EXHIBIT B - FEE SCHEDULE

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$133.85
JD 644 Wheel Loader with debris grapple	Hour	\$146.02
Extend boom Forklift with debris grapple	Hour	\$115.60
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 73.01
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 60.84
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 73.01
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 54.76
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$109.51
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$133.85
JD 648E Log Skidder or equivalent	Hour	\$121.68
CAT D4 Dozer	Hour	\$ 85.18
CAT D6 Dozer	Hour	\$152.10
CAT D8 Dozer	Hour	\$206.86
CAT 125 – 140 HP Motor Grader	Hour	\$115.60
JD 690 Trackhoe with debris grapple	Hour	\$146.02
JD 690 Trackhoe with bucket & thumb	Hour	\$127.76
Rubber Tired Trackhoe with debris grapple	Hour	\$146.02
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 79.10
Rubber Tired Excavator with debris grapple	Hour	\$146.02
210 Prentiss Knuckleboom with debris grapple	Hour	\$133.85
Self-Loader Scraper Cat 623 or equivalent	Hour	\$237.28
Hand Fed Debris Chipper	Hour	\$ 42.59
300 – 400 Tub Grinder	Hour	\$425.88
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$608.40
30 Ton Crane	Hour	\$182.52
50 Tone Crane	Hour	\$206.86
100 Ton Crane (8 hour minimum)	Hour	\$304.20
40-60' Bucket Truck	Hour	\$152.10
Service Truck	Hour	\$ 73.01
Water Truck	Hour	\$ 85.18
Portable Light Plant	Hour	\$ 23.32
Equipment Transports	Hour	\$109.51
Pickup Truck, Unmanned	Hour	\$ 17.24
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$160.21
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$ 54.76
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$ 77.06
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$ 87.20
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$109.51
Power Screen	Hour	\$133.85
Stacking Conveyor	Hour	\$ 42.59
Off Road Trucks	Hour	\$182.52

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 73.01
Superintendent with truck, phone & radio	Hour	\$ 65.91
Foreman with truck, phone & radio	Hour	\$ 58.81
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 60.84
Inspector with vehicle, phone & radio	Hour	\$ 38.53
Climber with gear	Hour	\$121.68
Saw Hand with chainsaw	Hour	\$ 38.53
Laborers & Flagmen	Hour	\$ 33.46
Public Assistance Manager	Hour	\$152.10
Documentation Clerk	Hour	\$ 40.56
Timekeeper	Hour	\$ 42.59
HazMat Professional	Hour	\$219.02
Household HazMat Inspection & Removal Crew	Hour	\$131.82
Generators from 10 KW to 300 KW 10 KW		\$ 30.42
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$46.64

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the **Town/County/Town** which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance.
3. The listed equipment should cover all possible equipment needs following disaster.

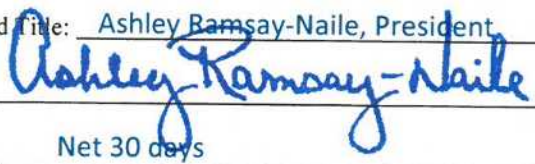
PROPOSER INFORMATION:

Proposer Name: CrowderGulf Joint Venture, Inc.

Address: 5629 Commerce Boulevard East

Town, State, and Zip Code: Mobile, AL 36619

Printed Name and Title: Ashley Ramsay-Naile, President

Signed: 

Payment Terms: Net 30 days

Phone: 800.992.6207

FAX: 251.459.7433

E-Mail: jramsay@crowdergulf.com

Furnish all equipment, labor, supervision, materials, transportation and services for Debris Removal per the specifications provided.

Six Thousand Eight Hundred Thirty Dollars and Thirty-Five Cents

Written Amount

\$6,830.35

Numeric Amount

TIME OF COMPLETION

Total number of calendar days from and including Commencement Date through Completion. Date required to complete the Work in accordance with the Contract Documents. Number of days TBD. The Time of Completion, however, shall not exceed TBD calendar days.

Firm Name CrowderGulf Joint Venture, Inc.

Address: 5629 Commerce Boulevard East Town

& State Mobile, AL 36619 Telephone: 800.992.6207 Fax: 251.459.7483

Mail: jramsay@crowdergulf.com Terms: Net 30 days

Name, Typed or Printed: Ashley Ramsay-Naile, President Signature:

Title:

Ashley Ramsay-Naile

SERVICE PROVIDER AGREEMENT RENEWAL

The undersigned parties to that certain Service Provider Agreement entered into between the TOWN OF FORT MYERS BEACH and **CrowderGulf Joint Venture, Inc.** dated April 24, 2018 hereby agree to renew the Agreement on the same terms and conditions for a period of one year, commencing on April 24th, 2021 and expiring on April 23, 2022, with the addition of a 1.4 percent price increase (adjusted pricing attached as Exhibit B) to reflect the current consumer price index (CPI) as stated in Section 7, D. of the original RFP-17-29-AD solicitation document. Those terms and conditions are reflected in the prior agreement that is attached hereto and incorporated herein by reference as Exhibit A. There is one additional 12-month renewal remaining.

IN WITNESS WHEREOF, the parties have executed this Service Provider Agreement Renewal on the dates set forth below.

TOWN OF FORT MYERS BEACH

CROWDERGULF JOINT VENTURE, INC.

By: _____
Roger T. Hernstadt, Town Manager

By: Ashley Ramsay-Naile
Ashley Ramsay-Naile
Title: President

DATE: _____

DATE: 02/09/2021

ATTEST:

Amy Baker, Town Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Town Attorney

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this 24th day of April, 2018, by and between the Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and CrowderGulf Joint Venture, Inc. with an address of 5435 Business Parkway, Theodore, Alabama 36582 (hereafter "Provider").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained

1. Scope of Services. Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. Term. The term of this Agreement is 2 years commencing on April 24th, 2018 and terminating on April 23rd, 2020, with up to three (3) additional terms of twelve (12) months each on the same terms and conditions.
3. Payment Obligation. The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. Provider's Obligations. The Provider's obligations include, but are not limited to, the following:
 - a) Licensure. The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) Provision of Services. The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.

- c) Non-Waiver. Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.
 - d) Indemnity and Hold Harmless. The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing services under this Agreement.
 - e) Non-Public Information. The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
 - f) Statutory Duties. The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) Disclosure. The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. Commencement and Completion of Work. The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.
6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.

7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C";
8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.
11. Public Records. Contractor is required to comply with the provision of F.S. 119.0701. Specifically, the Contractor is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Contractor is required to provide the Town with a copy of the requested records, or the ability to inspect and copy records, within a reasonable time and at a cost to the Town that does not exceed the costs established under F.S. chapter 119. Upon completion of the contract the Contractor must transfer, at no cost to the Town, all public records in a format compatible with the Town's information technology system, or, in the alternative, the Contract may retain the records in a manner consistent with F.S. 119.0701(2)(b)4.

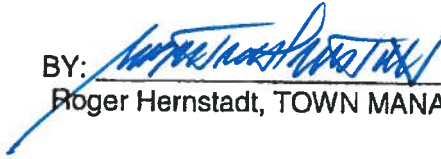
IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, MICHELLE@FORTMYERSBEACHFL.GOV , 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

12. References to Town. All references to “the Town” or “the Town of Fort Myers Beach” are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. Miscellaneous Provisions.
- a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
 - b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
 - d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
 - e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

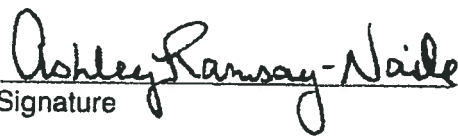
TOWN OF FORT MYERS BEACH

ATTEST:

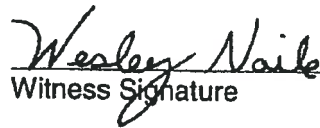
BY: 
Roger Hernstadt, TOWN MANAGER

BY: 
Michelle Mayher, TOWN CLERK

PROVIDER: _____

BY: 
Signature

Ashley Ramsay-Naile
Printed name of person signing


Witness Signature

Wesley Naile
Printed name of witness

Sr. Vice President/COO
Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 24th DAY OF April, 2018
BETWEEN THE TOWN AND CrowderGulf Joint Venture, Inc. PROVIDER.

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

(Description of Scope)

(Cost of Service)

CrowderGulf Joint Venture, Inc. shall provide any and all services to facilitate town recovery in the event of a federally declared disaster. Typical services shall include but are not limited to clearing and removing any and all "eligible" debris in accordance with FEMA and FHWA guidelines, primarily from public rights- of-way on Town streets and roads. Only eligible debris will be paid for under this contract. Work will include the following:

- Examine debris to determine whether or not debris is eligible, burnable or non-burnable;
- Load the debris;
- Haul the debris to approved staging area, dumpsite or landfill;
- Process debris including sorting, grinding, mulching or burning;
- Establish and operate temporary debris staging and processing sites;
- Provide project management services;
- Haul and dispose of reduced debris to permitted disposal site;
- Respond and repair damages resulting from Contractor's work;
- Keep accurate records and provide copies to Town if requested;
- Assist Town of Fort Myers Beach in FEMA and FHWA reporting and reimbursement efforts.

All work will be done in accordance with the latest FEMA and FHWA requirements.

Prices per attached fees.

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS 24th DAY OF April, 2018
BETWEEN THE TOWN AND CrowderGulf Joint Venture, Inc. PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":
2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:

EXHIBIT "C"

INSURANCE

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":
2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:
(none.)

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Town (within Town limits). CY _____ 100,000		\$8.40	\$840,000.00
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Contractor outside of Town limits (<i>if viable space for TDSR is not available within Town limits</i>). CY _____		\$9.40	\$9.40
	Unit Price for Mixed Debris Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee Landfill directly to the Town. CY _____ 2,000		\$9.75	\$19,500.00
	Unit Price for Construction and Demolition (C&D) Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee County Landfill directly to the Town. CY _____ 2,000		\$9.75	\$19,500.00
	Unit Price for Mixed Debris Collection and Transportation to staging area for transport to Lee County Landfill CY _____ 2,000		\$8.40	\$16,800.00
	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to staging area for transport to Lee County Landfill. CY _____ 2,000		\$8.40	\$16,800.00
	Unit Price for Transport of Mixed Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____ 2,000		\$5.20	\$10,400.00
	Unit Price for Transport of Construction and Demolition (C&D) Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____ 2,000		\$5.20	\$10,400.00
	Unit Price for recovery and recycling of E-Waste such as televisions, computers, computer monitors, tablets, microwaves, etc. Items shall be disposed at a permitted E-Waste recycling facility.		\$40.00	\$40.00

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at Town's or Contractor's site(s).			\$370,000.00
		CY	\$3.70	100,000
	Unit Price for Hauling Mulch from Town's or Contractor's site(s) to a State approved disposal site provided by Contractor. CY		\$4.20	\$105,000.00
	25,000 *NOTE 1			
	Unit Price for using mulch as a soil amendment and blending into the soil at the debris site in compliance with FDEP requirements if FDEP permit is obtained.			
		CY	\$2.75	\$2.75
	Unit Price for Providing Air Curtain and Burning Vegetative Debris at Town's or Contractor's site(s). Burning will not be allowed inside the Town limits.			
		CY	\$2.45	\$2.45
	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or larger in rights-of-way. Price per Tree			
		EA	\$90.00	\$9,000.00
				100
15.	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground. See Stump Conversion Table.			
a.	24" to 48" Diameter	EA	\$275.00	\$13,750.00
b.	48" Diameter and Larger	EA	\$400.00	50
				25
				\$10,000.00
16.	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.			
a.	6" -11.99" diameter	EA	\$60.00	10 \$ 600.00
b.	12" - 23.99" diameter	EA	\$150.00	10 \$1,500.00
c.	24" - 47.99" diameter	EA	\$300.00	5 \$1,500.00
d.	48" diameter and greater	EA	\$350.00	5 \$1,750.00

*NOTE 1: This rate is for 0-30 Miles for mileage over 30 please add \$0.12 / Cubic Yard / Mile.

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
17.	Hazardous Waste Removal, Transport and Disposal	LB	\$4.00	\$800.00 200
18.	Bio-Hazardous Waste Removal, Transport and Disposal	LB	\$5.00	\$1,000.00 200
19.	Dead Animal Collection, Transport and Disposal	LB	\$0.50	\$100.00 200
20.	White Goods Collection, Transport and Disposal	EA	\$50.00	\$500.00 10
a.	Freon management and Disposal	UNIT	\$40.00	5 \$200.00
See Equipment and Labor Rate Schedule (70 hours per FEMA regulations)				
22.	Demolition of Structures (Debris will be hauled and disposed under item 1-8) including termination/capping of all utilities, removal of white goods, household hazardous waste, small gas, heat pumps, etc.	SF	\$2.50	\$50,000.00 20,000
a.	Regulated Asbestos-Containing Materials abatement if required.	LB	\$5.00	\$2,500.00 500
23.	Per the contract specifications, collect and remove beach sand from public land and rights-of-ways. Haul to temporary storage site and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed under item 1-8)			\$67,500.00
a.	Deliver the clean sand to the beach. Place and grade to restore the beach to its historical profile as directed by the Town.	CY	\$13.50	5,000
b.	Restoration of sodded/landscape right-of-way areas as a result of beach sand removal per the contract specifications.	CY	\$4.00	\$16,000.00 4,000
		SY	\$1.95	\$4,875.00 2,500
24.	Remove medium to large debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	\$18.00	\$9,000.00 500
25.	Remove and sift small debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	\$22.00	\$5,500.00 250

Item
No.

Description

***Units**

Unit Price

Est. Qty

26. Boat Removal - Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements.

EA \$2,500.00 \$2,500.00

27. Vehicle Removal - Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.

EA \$240.00 \$240.00

Mixed Debris is primarily vegetation with building debris such as roofing, siding, insulation, drywall, signage and other light construction debris.

Construction and Demolition (C&D) Debris includes but is not limited to building debris such as roofing, siding, insulation, drywall, signage, plywood, lumber fencing and other miscellaneous construction debris.

Biohazardous Waste means any solid or liquid waste which may present a threat of infection to humans. Items such as may be found as a result of damage to a veterinary or medical office. The term includes but is not limited to:

- Non-liquid human tissue and body parts; autopsy waste;
- Laboratory and veterinary waste which contains human disease-causing agents;
- Used disposable sharps and contaminated equipment;
- Human blood, human blood products and body fluids;
- Human Pathogens;
- Animal Cell Cultures;
- Infected or potentially infected animals and/or excised tissue;
- Infected or potentially infected human tissue, secretions or blood.

Hazardous Waste is waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Also includes material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency (EPA):

1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

Household Hazardous Waste (HHW) includes used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

STUMP CONVERSION TABLE DIAMETER TO VOLUME CAPACITY

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$[\text{Stump Diameter}^2 \times 0.7854] \times \text{Stump Length} + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root ball Height}] 46656$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$132.00
JD 644 Wheel Loader with debris grapple	Hour	\$144.00
Extend boom Forklift with debris grapple	Hour	\$114.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 72.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 60.00
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 72.00
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 54.00
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$108.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$132.00
JD 648E Log Skidder or equivalent	Hour	\$120.00
CAT D4 Dozer	Hour	\$ 84.00
CAT D6 Dozer	Hour	\$150.00
CAT D8 Dozer	Hour	\$204.00
CAT 125 – 140 HP Motor Grader	Hour	\$114.00
JD 690 Trackhoe with debris grapple	Hour	\$144.00
JD 690 Trackhoe with bucket & thumb	Hour	\$126.00
Rubber Tired Trackhoe with debris grapple	Hour	\$144.00
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 78.00
Rubber Tired Excavator with debris grapple	Hour	\$144.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$132.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$234.00
Hand Fed Debris Chipper	Hour	\$ 42.00
300 – 400 Tub Grinder	Hour	\$420.00
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$600.00
30 Ton Crane	Hour	\$180.00
50 Tone Crane	Hour	\$204.00
100 Ton Crane (8 hour minimum)	Hour	\$300.00
40-60' Bucket Truck	Hour	\$150.00
Service Truck	Hour	\$ 72.00
Water Truck	Hour	\$ 84.00
Portable Light Plant	Hour	\$ 23.00
Equipment Transports	Hour	\$108.00
Pickup Truck, Unmanned	Hour	\$ 17.00
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$158.00
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$ 54.00
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$ 76.00
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$ 86.00
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$108.00
Power Screen	Hour	\$132.00
Stacking Conveyor	Hour	\$ 42.00
Off Road Trucks	Hour	\$180.00

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 72.00
Superintendent with truck, phone & radio	Hour	\$ 65.00
Foreman with truck, phone & radio	Hour	\$ 58.00
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 60.00
Inspector with vehicle, phone & radio	Hour	\$ 38.00
Climber with gear	Hour	\$120.00
Saw Hand with chainsaw	Hour	\$ 38.00
Laborers & Flagmen	Hour	\$ 33.00
Public Assistance Manager	Hour	\$150.00
Documentation Clerk	Hour	\$ 40.00
Timekeeper	Hour	\$ 42.00
HazMat Professional	Hour	\$216.00
Household HazMat Inspection & Removal Crew	Hour	\$130.00
Generators from 10 KW to 300 KW 10 kW		\$ 30.00
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$46.00

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the **Town/County/Town** which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance.
3. The listed equipment should cover all possible equipment needs following disaster.

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard E
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

January 26, 2021

Mr. Roger Hemstadt
Town Manager
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

via email: Roger@fmbgov.com

Re: Contract Renewal for Disaster Recovery Services

Dear Mr. Hemstadt:

CrowderGulf has been providing the Town of Fort Myers Beach Disaster Recovery Services per the agreement that was executed on April 24, 2018. The term of the agreement is through April 23, 2020 with up to three (3) additional terms of twelve (12) months each on the same terms and conditions.

According to the RFP, section 7, D, price adjustments will be made on an annual basis after the first 24 month term based on the consumer price index (CPI). At the renewal of the contract term and on each renewal date thereafter, the unit contract prices shall be adjusted to reflect the increase or decrease in the CPI for the immediately preceding twelve (12) month period. From December 2019 to December 2020, according to the U.S. Bureau of Labor Statistics, the Consumer Price Index rose 1.4 percent. At this time CrowderGulf is requesting a price increase of 1.4 percent.

If the Town of Fort Myers Beach is in agreement to renew the contract please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue with the updated pricing sheet (attached) until its new expiration date of April 23, 2022.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the Town of Fort Myers Beach requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me at our Disaster Administration Office (DAO) 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,



Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – Town of Fort Myers Beach, FL

Signature

Name/Title

Date
Page 46 of 439

CrowderGulf CPI Pricing (1.4%) 2021

**TOWN OF FORT MYERS BEACH PROPOSAL SCHEDULE
PROPOSAL NO. DEBRIS REMOVAL**

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Town (within Town limits). CY _____ 100,000		\$8.52	\$852,000.00
	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Contractor outside of Town limits (<i>if viable space for TDSR is not available within Town limits</i>). CY _____		\$9.53	\$9.53
	Unit Price for Mixed Debris Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee Landfill directly to the Town. CY _____ 2,000		\$9.89	\$19,780.00
	Unit Price for Construction and Demolition (C&D) Collection and Transportation to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by Lee County Landfill directly to the Town. CY _____ 2,000		\$9.89	\$19,780.00
	Unit Price for Mixed Debris Collection and Transportation to staging area for transport to Lee County Landfill CY _____ 2,000		\$8.52	\$17,040.00
	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to staging area for transport to Lee County Landfill. CY _____ 2,000		\$8.52	\$17,040.00
	Unit Price for Transport of Mixed Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____ 2,000		\$5.27	\$10,540.00
	Unit Price for Transport of Construction and Demolition (C&D) Debris from staging area to Lee County Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the Town at actual cost without any additional fees. CY _____ 2,000		\$5.27	\$10,540.00
	Unit Price for recovery and recycling of E-Waste such as televisions, computers, computer monitors, tablets, microwaves, etc. Items shall be disposed at a permitted E-Waste recycling facility.		\$40.56	\$40.56

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at Town's or Contractor's site(s).	CY	\$3.75	\$375,000.00 100,000
	Unit Price for Hauling Mulch from Town's or Contractor's site(s) to a State approved disposal site provided by Contractor. CY 25,000 *NOTE 1		\$4.26	\$106,500.00
	Unit Price for using mulch as a soil amendment and blending into the soil at the debris site in compliance with FDEP requirements if FDEP permit is obtained.	CY	\$2.79	\$2.79
	Unit Price for Providing Air Curtain and Burning Vegetative Debris at Town's or Contractor's site(s). Burning will not be allowed inside the Town limits.	CY	\$2.48	\$2.48
	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or larger in rights-of-way. Price per Tree	EA	\$91.26	\$9,126.00 100
15.	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground. See Stump Conversion Table.			\$13,942.00
a.	24" to 48" Diameter	EA	\$278.85	50
b.	48" Diameter and Larger	EA	\$405.60	25
				\$10,140.00
16.	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.			
a.	6" -11.99" diameter	EA	\$60.84	10 \$ 608.40
b.	12" - 23.99" diameter	EA	\$152.10	10 \$1,521.00
c.	24" - 47.99" diameter	EA	\$304.20	5 \$1,521.00
d.	48" diameter and greater	EA	\$354.90	5 \$1,774.50

*NOTE 1: This rate is for 0-30 Miles for mileage over 30 please add \$0.12 / Cubic Yard / Mile.

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
17.	Hazardous Waste Removal, Transport and Disposal	LB	<u>\$4.06</u>	\$812.00 200
18.	Bio-Hazardous Waste Removal, Transport and Disposal	LB	<u>\$5.07</u>	\$1,014.00 200
19.	Dead Animal Collection, Transport and Disposal	LB	<u>\$0.51</u>	\$102.00 200
20.	White Goods Collection, Transport and Disposal	EA	<u>\$50.70</u>	\$500.70 10
a.	Freon management and Disposal	UNIT	<u>\$40.56</u>	5 \$202.80

See Equipment and Labor Rates Attachment (70 hours per FEMA regulations)

22.	Demolition of Structures (Debris will be hauled and disposed under item 1-8) including termination/capping of all utilities, removal of white goods, household hazardous waste, small gas line equipment, etc.	SF	<u>\$2.54</u>	\$50,800.00 20,000
a.	Regulated Asbestos-Containing Materials abatement if required.	LB	<u>\$5.07</u>	\$2,535.00 500
23.	Per the contract specifications, collect and remove beach sand from public land and rights-of-ways. Haul to temporary storage site and clean/sift all debris from the sand to provide a material acceptable to return to the beach. (Debris will be hauled and disposed under item 1-8)			\$68,450.00
a.	Deliver the clean sand to the beach. Place and grade to restore the beach to its historical profile as directed by the Town.	CY	<u>\$13.69</u>	5,000
b.	Restoration of sodded/landscape right-of-way areas as a result of beach sand removal per the contract specifications.	CY	<u>\$4.06</u>	\$16,240.00 4,000
		SY	<u>\$1.98</u>	2,500 \$4,950.00
24.	Remove medium to large debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	<u>\$18.25</u>	500 \$9,125.00
25.	Remove and sift small debris from the beach as described in the contract specifications. Cost of debris disposal will be included in the unit price per acre.	CY	<u>\$22.31</u>	250 \$5,577.50

<u>Item No.</u>	<u>Description</u>	<u>*Units</u>	<u>Unit Price</u>	<u>Est. Qty</u>
26.	Boat Removal - Contractor shall collect, transport, stage, and dispose of abandoned boats in accordance with state and federal requirements.	EA	<u>\$2,535.00</u>	\$2,535.00
27.	Vehicle Removal - Contractor shall collect, transport, stage, and dispose of abandoned vehicles in accordance with state and federal requirements.	EA	<u>\$243.36</u>	\$243.36

Mixed Debris is primarily vegetation with building debris such as roofing, siding, insulation, drywall, signage and other light construction debris.

Construction and Demolition (C&D) Debris includes but is not limited to building debris such as roofing, siding, insulation, drywall, signage, plywood, lumber fencing and other miscellaneous construction debris.

Biohazardous Waste means any solid or liquid waste which may present a threat of infection to humans. Items such as may be found as a result of damage to a veterinary or medical office. The term includes but is not limited to:

- Non-liquid human tissue and body parts; autopsy waste;
- Laboratory and veterinary waste which contains human disease-causing agents;
- Used disposable sharps and contaminated equipment;
- Human blood, human blood products and body fluids;
- Human Pathogens;
- Animal Cell Cultures;
- Infected or potentially infected animals and/or excised tissue;
- Infected or potentially infected human tissue, secretions or blood.

Hazardous Waste is waste or combination of wastes of a solid, liquid, contained gaseous or semisolid form which, because of its quantity, concentration, or physical, chemical, or infectious characteristics may:

- Cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness; or
- Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Also includes material and products from institutional, commercial, recreational, industrial and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency (EPA):

1) Toxic, 2) Flammable, 3) Corrosive; and/or 4) Reactive. Such wastes may include, but are not limited to, those that are persistent in nature, assimilated, or concentrated in tissue or which generate pressure through decomposition, heat, or other means. The term does not include solid or dissolved materials in domestic sewage or solid dissolved materials in irrigation return flows, or industrial discharges, which are point sources subject to state or federal permits.

Household Hazardous Waste (HHW) includes used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders.

EXHIBIT A

STUMP CONVERSION TABLE DIAMETER TO VOLUME CAPACITY

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout different states during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$[\text{Stump Diameter}^2 \times 0.7854] \times \text{Stump Length} + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root ball Height}] 46656$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

CrowderGulf CPI Pricing (1.4%) 2021

EXHIBIT B - FEE SCHEDULE

EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$133.85
JD 644 Wheel Loader with debris grapple	Hour	\$146.02
Extend boom Forklift with debris grapple	Hour	\$115.60
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$ 73.01
753 Bobcat Skid Steer Loader with bucket	Hour	\$ 60.84
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$ 73.01
30-50 HP Farm Tractor with box blade or rake	Hour	\$ 54.76
2-2 ½ Cu.Yd. Articulated Loader with bucket	Hour	\$109.51
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$133.85
JD 648E Log Skidder or equivalent	Hour	\$121.68
CAT D4 Dozer	Hour	\$ 85.18
CAT D6 Dozer	Hour	\$152.10
CAT D8 Dozer	Hour	\$206.86
CAT 125 – 140 HP Motor Grader	Hour	\$115.60
JD 690 Trackhoe with debris grapple	Hour	\$146.02
JD 690 Trackhoe with bucket & thumb	Hour	\$127.76
Rubber Tired Trackhoe with debris grapple	Hour	\$146.02
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$ 79.10
Rubber Tired Excavator with debris grapple	Hour	\$146.02
210 Prentiss Knuckleboom with debris grapple	Hour	\$133.85
Self-Loader Scraper Cat 623 or equivalent	Hour	\$237.28
Hand Fed Debris Chipper	Hour	\$ 42.59
300 – 400 Tub Grinder	Hour	\$425.88
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$608.40
30 Ton Crane	Hour	\$182.52
50 Tone Crane	Hour	\$206.86
100 Ton Crane (8 hour minimum)	Hour	\$304.20
40-60' Bucket Truck	Hour	\$152.10
Service Truck	Hour	\$ 73.01
Water Truck	Hour	\$ 85.18
Portable Light Plant	Hour	\$ 23.32
Equipment Transports	Hour	\$109.51
Pickup Truck, Unmanned	Hour	\$ 17.24
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$160.21
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$ 54.76
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$ 77.06
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$ 87.20
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$109.51
Power Screen	Hour	\$133.85
Stacking Conveyor	Hour	\$ 42.59
Off Road Trucks	Hour	\$182.52

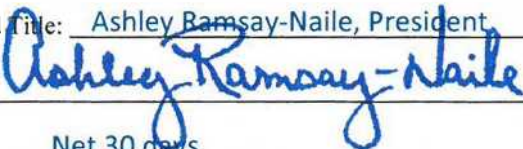
LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$ 73.01
Superintendent with truck, phone & radio	Hour	\$ 65.91
Foreman with truck, phone & radio	Hour	\$ 58.81
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$ 60.84
Inspector with vehicle, phone & radio	Hour	\$ 38.53
Climber with gear	Hour	\$121.68
Saw Hand with chainsaw	Hour	\$ 38.53
Laborers & Flagmen	Hour	\$ 33.46
Public Assistance Manager	Hour	\$152.10
Documentation Clerk	Hour	\$ 40.56
Timekeeper	Hour	\$ 42.59
HazMat Professional	Hour	\$219.02
Household HazMat Inspection & Removal Crew	Hour	\$131.82
Generators from 10 KW to 300 KW 10 KW		\$ 30.42
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$46.64

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the **Town/County/own** which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance.
3. The listed equipment should cover all possible equipment needs following disaster.

PROPOSER INFORMATION:

Proposer Name: CrowderGul Joint Venture, I c.
 Address: 5629 Commerce Boulevard East
 Town, State, and Zip Code: Mobil AL 36619
 Printed Name and Title: Ashley Ramsay-Naile, President
 Signed: 
 Payment Terms: Net 30 days
 Phone: 800.992.6207 FAX: 251.459.7433 E-Mail: jc@crowdergul.com

Furnish all equipment, labor, supervision, materials, transportation and services for Debris Removal per the specifications provided.

Six Thousand Eight Hundred Thirty Dollars and Thirty-Five Cents

Written Amount

\$6,830.35

Numeric Amount

TIME OF COMPLETION

Total number of calendar days from and including Commencement Date through Completion. Date required to complete the Work in accordance with the Contract Documents. Number of days TBD. The Time of Completion, however, shall not exceed TBD calendar days.

Firm Name CrowderGulf Joint Venture, Inc.

Address: 5629 Commerce Boulevard East Town

& State Mobile, AL 36619 Telephone: 800.992.6207 Fax: 251.459.7483

Mail: jramsay@crowdergulf.com Terms: Net 30 days

Name, Typed or Printed: Ashley Ramsay-Naile, President Signature:

Title:

Ashley Ramsay-Naile

1. Requested Motion:

Meeting Date: March 1, 2021

Approve a contract with Thompson Consulting for Disaster Debris Monitoring Services in response to RFP-18-26-PW and authorize the Town Manager to execute the contract documents and expend budgeted funds on behalf of the Town.

Why the action is necessary:

Debris monitoring contractor for post-disaster recovery.

What the action accomplishes:

Provides the Town with a contractor to perform post-disaster debris monitoring services as required by FEMA.

2. Agenda:

CONSENT AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The Town published a Request for Proposals (RFP) for Disaster Debris Monitoring (RFP-18-29-PW) on May 31, 2018 with all submissions due by 2:00 p.m., July 16, 2018.

We received proposals from four firms: Disaster Program & Operations, Inc., Rostan Solutions, LLC., Thompson Consulting Services, and Witt O'Brien's. A Selection Advisory Committee, consisting of the Cultural Resources Director, Public Works Manager and Parks and Recreation Director, voted and recommended to the Town Manager to negotiate a contract with Thompson Consulting Services and alternate Rotan Solutions, LLC. for their services. For unknown reasons the negotiated contract with Thompson Consulting Services was never present to the Town Council for approval.

Attachments:

1. Service Provider Agreement for Thompson Consulting PARTIALLY EXECUTED

Financial Impact:

6. Alternative Action

Do not approve.

7. Management Recommendations:

To authorize and approve the Town Manager to execute the contract documents.

8. Recommended Approval:

Randy Paniagua, Administrative Officer
Chelsea O'Riley, Public Works Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/12/2021
Approved - 2/12/2021
Approved - 2/15/2021
Approved - 2/22/2021
Final Approval - 2/23/2021

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this ___st day of _____, 2021, by and between the Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, FL 33931, a chartered municipality of the State of Florida (hereafter "Town"), and **Thompson Consulting Services, LLC** with an address of **1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746** (hereafter "Provider").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. **Scope of Services.** Provider will perform all services and work necessary as set forth in "Scope of Services" attached as Exhibit "A". Provider warrants and represents that it is qualified, willing and able to provide and perform all services in accordance with the terms of this Agreement. The parties have the ability to modify the Scope of Services by mutual written agreement, except that the Town has the unilateral right to exclude specified services hereunder for any reason upon prior written notice to Provider and Provider will not be entitled to compensation for such excluded services unless those services have already been performed by Provider.
2. **Term.** The term of this Agreement is _____ months commencing on _____, **2021** and terminating on _____, **2022**, with the option of one additional one-year renewal in accordance with the RFP solicitation.
3. **Payment Obligation.** The Town will pay for all requested and authorized services rendered hereunder by the Provider and completed in accordance with this Agreement, as set forth in attached Exhibit "B". The Provider's invoice statements must contain a breakdown of charges, description of services and work provided or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in this Agreement. In the event of a dispute as to the Town's payment obligation, the Town will pay the undisputed amount, if any, within 30 days of the date of the invoice.
4. **Provider's Obligations.** The Provider's obligations include, but are not limited to, the following:
 - a) **Licensure.** The Provider will maintain all licenses and certifications required by governmental agencies responsible for regulating and licensing the services provided and performed by the Provider.
 - b) **Provision of Services.** The Provider will perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the services to be provided or performed by the Provider. All personnel assigned by Provider hereunder will be qualified to perform such duties. Provider will designate one person as the point of contact for the Town regarding its duties hereunder. Provider is solely responsible for all taxes incurred by Provider and will make all deductions required of employers by state, federal and local laws.

- c) *Non-Waiver.* Neither review, approval, nor acceptance by Town of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the Provider will in any way relieve Provider of responsibility for the adequacy, completeness and accuracy of its services, work and materials.
 - d) *Indemnity and Hold Harmless.* The Provider agrees to indemnify and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Provider and persons employed or utilized by Provider in providing services under this Agreement..
 - e) *Non-Public Information.* The Provider agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the Town's prior written consent, or unless incident to the proper performance of Provider's obligations hereunder, or as provided for or required by law, any non-public information concerning the services to be rendered by Provider. Provider will require all of its employees and agents to comply with the provisions of this paragraph.
 - f) *Statutory Duties.* The duties and obligations imposed upon the Provider by this Agreement and the rights and remedies available to the Town hereunder will be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.
 - g) *Disclosure.* The Provider warrants it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
5. *Commencement and Completion of Work.* The Town will provide written notice to the Provider regarding commencement of services under this Agreement. Time is of the essence in the performance of this Agreement. The Provider agrees to commence work promptly and carry on all services and work as may be required in a timely and diligent manner to completion. Should the Provider fail to commence, provide, perform, and complete any of the services and work required hereunder in a timely and diligent manner, the Town may terminate this Agreement, in addition to any other remedies the Town may have.

6. Insurance. The Provider will have, and maintain, during the entire period of this Agreement, all such insurance (or self-insurance) as set forth on Exhibit "C". Each Certificate of Insurance must include the name and type of policy and coverages provided; the amount or limit applicable to each coverage provided; the date of expiration of coverage; the designation of the Town of Fort Myers Beach as additional insured and as certificate holder, except as to Professional Liability Insurance and Workers' Compensation Insurance. Should any of these policies be cancelled before the expiration date thereof, Provider will instruct the issuing company to mail 30 days written notice to the Town of such cancellation.
7. Inclusion of Additional Documents. Any request for bids and/or request for proposal, along with all exhibits or other attachments thereto as issued by the Town, are hereby incorporated by reference. In addition, the following Exhibits are attached hereto and hereby incorporated by reference: Exhibit "A"; Exhibit "B"; Exhibit "C"; Attachment "A"
8. Termination of Agreement. Either party may terminate this Agreement without cause upon 30 calendar days' prior written notice to the other, in which case the Town will compensate the Provider for all services performed prior to the effective date of termination and reimbursable expenses then due.
9. Assignment, Transfer and Subcontracts. The Provider may not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from the merger or consolidation of Provider with a third party. The Provider has the right, subject to the Town's prior written approval, to employ other persons and firms to serve as subcontractors to Provider in connection with its performance of services and work pursuant to this Agreement.
10. Maintenance of Records. The Provider will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to this Agreement. Said records and documentation will be retained by the Provider for a minimum of three years from the date of termination of this Agreement, or for such period as required by law. The Town and its authorized agents will, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during the term of this Agreement and the next succeeding three years.
11. Public Records. Contractor is required to comply with the provision of F.S. 119.0701. Specifically, the Contractor is required to keep and maintain the records required the Town to perform the services. Upon request by the Town, Contractor is required to provide the Town with a copy of the requested records, or the ability to inspect and copy records, within a reasonable time and at a cost to the Town that does not exceed the costs established under F.S. chapter 119. Upon completion of the contract the Contractor must transfer, at no cost to the Town, all public records in a format compatible with the Town's information technology system, or, in the alternative, the Contract may retain the records in a manner consistent with F.S. 119.0701(2)(b)4.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT (239) 765-0202, FMBPUBLICRECORDS@FMBGOV.COM, 2525 ESTERO BOULEVARD, FORT MYERS BEACH, FLORIDA 33931.

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.
13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.
14. Miscellaneous Provisions.
 - a) Applicable Law. This Agreement is governed by the laws of the State of Florida.
 - b) Non-Discrimination. The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - c) Headings. The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.
 - d) Entire Agreement. This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.
 - e) Notices. All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the beginning of this Agreement. Either party may change its address by prior written notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

TOWN OF FORT MYERS BEACH

ATTEST:

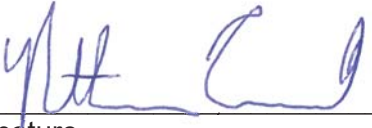
BY: _____
Roger T. Hernstadt, TOWN MANAGER

BY: _____
Amy Baker, TOWN CLERK

APPROVED AS TO LEGAL FORM:

By: _____
Town Attorney

PROVIDER: Thompson Consulting Services, LLC

BY:  _____
Signature

Nate Counsell
Printed name of person signing

 _____
Witness Signature

Kyle Hoyle
Printed name of witness

Executive Vice President
Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS ____st day of _____ 2021
BETWEEN THE TOWN AND Thompson Consulting Services, LLC PROVIDER.

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

GENERAL SCOPE OF PROJECT

Services requested shall include but not be limited to providing debris monitors, debris monitoring services at debris management sites (DMS), oversight of Debris Collection Contractor(s) for contract compliance, verifying and interpreting regulatory agencies policies and the compilation and submittal of data and/or invoices to agencies for reimbursement. All debris monitoring activities are to be in compliance with approved FEMA policies and guidance procedures along with other federal and state grant program requirements and all local, State, and Federal regulations

All work under this RFP shall be performed in accordance with the rules and guidelines of the Federal Emergency Management Agency (FEMA) for federal reimbursements and with 2 CFR 200.317-326 and OMB Circular A-87 Revised, as applicable.

See Attachment "A", Section 5 for additional scope specifications

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS ___st DAY OF _____
2021 BETWEEN THE TOWN AND **Thompson Consulting Services, LLC.** PROVIDER.

PAYMENT OBLIGATION

1. The Town will pay the Provider as follows for all services listed in Exhibit "A":

See Attachment "A" - Consultant Proposal Response

2. Provider will receive reimbursement for out-of-pocket expenses from the Town as follows:

EXHIBIT "C"

INSURANCE: The Provider shall obtain and maintain the following insurance coverages:

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL)
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. **The certificate holder shall read as follows:**
 - Town of Fort Myers Beach**
 - 2525 Estero Boulevard**
 - Fort Myers Beach, Florida 33931**

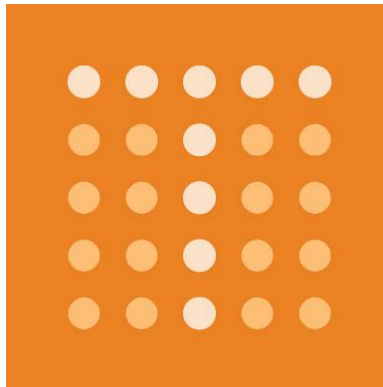
b. The “*Town of Fort Myers Beach, its agents, employees, and public officials*” will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance

Electronic Copy



Town of Fort Myers Beach

Request for Proposal No. 18-26-PW

DISASTER DEBRIS MONITORING SERVICES

Due Date/Time: July 16, 2018 | 2:00 P.M.

thompson
CONSULTING SERVICES



July 16, 2018

Town of Fort Myers Beach
Office of the Contracts Manager
2525 Estero Boulevard
Fort Myers, Florida 33931

RE: Request for Proposal No. 18-26-PW for Disaster Debris Monitoring Services

Dear Members of the Selection Committee,

Thompson Consulting Service, LLC (Thompson) is pleased to submit the enclosed proposal to provide the Town of Fort Myers Beach, Florida (Town) with professional disaster debris removal monitoring services. Thompson is a full service emergency planning, response, disaster recovery and grant management consultancy. Our consultants have over 50 years of combined experience in supporting local and state agencies in response to tornadoes, hurricanes, floods, wildfires, earthquakes, ice storms, rock slides, oil spills and other natural disasters. Our approach to providing disaster response and recovery services maintains a primary focus on the efficient and effective utilization of resources while assisting our clients with navigating the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program as well as other post-disaster grant programs. *In addition, Thompson was activated by the Town in 2017 following Hurricane Irma to monitor, document, and substantiate reimbursement for the removal of vegetative debris throughout the Town.* We believe Thompson is best suited to continue to assist the Town with disaster debris monitoring services for the following reasons:

POST-DISASTER DEBRIS REMOVAL MANAGEMENT AND FEMA FUNDING EXPERIENCE: Thompson's experience with post-disaster debris removal monitoring and management services spans three decades and accounts for the administration of more than \$3 billion of debris removal funding on behalf of more than 200 local and state government agencies. Our staff's experience is unparalleled in the industry and provides assurance to the Town that we will stand by our work from project inception to regulatory closeout and audit.

QUALIFICATIONS OF OUR STAFF: Thompson's staff of consultants is amongst the most educated, qualified, and dynamic in the industry. All of Thompson's staff has extensive experience with disaster recovery programs including both small and large scale debris removal programs, many involving over 1,000,000 cubic yards. Our emergency response and disaster recovery experts have responded to some of the most devastating incidents to impact the United States in the last two decades. This experience means that the Town can rest assured that its disaster reimbursement is in the hands of the industries most qualified professionals.

AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS): Thompson invests considerable resources in technologies to support more efficient debris removal monitoring. Thompson proposes using our ADMS solution, the Thompson Data Management Suite (TDMS) to electronically capture data in the field and ensure accurate and timely reporting to the Town. TDMS has been routinely deployed on FEMA

1135 Townpark Avenue, Suite 2101
Lake Mary, Florida 32746
407.792.0018 ph. / 407.878.7858 fax
www.thompsoncs.net

A THOMPSON HOLDINGS, INC. COMPANY

reimbursed projects and meets the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI).

VERSATILITY OF OUR TEAM: While many firms can offer experience and personnel in certain aspects of the Town's needs, Thompson provides the Town with professional engineers and consultants that have experience with developing programs to address any of the following disaster recovery programs:

- Right-of-way (ROW) debris removal
- Right-of-way leaning tree and hanging limb removal (leaner/hanger)
- Parks, beaches and waterways cleanup
- Private property debris removal (PPDR)
- Right-of-entry (ROE) administration
- Demolition program management
- Vehicle/vessel recovery
- White goods removal and decommissioning

ABILITY TO QUICKLY RESPOND: Thompson Consulting Services' corporate office is in Lake Mary, Florida. We have staff and equipment available and will be able to deploy resources within 24 hours following a notice to proceed from the Town. We have a successful history of meeting, and often exceeding the response times required by our clients. Thompson is set-up to quickly adapt to the uncertain and changing needs of the Town following the impacts of a disaster debris generating incident.

LOCAL PREFERENCE FOR HIRING DEBRIS MONITORS: Following contract activation, Thompson will provide qualified Town and Lee County residents in need of work with the first opportunity to fill available temporary positions as debris monitors. Thompson will provide qualified residents with safety training, drug screening, and on the job training with experienced Thompson supervisors. This effort will help residents earn a competitive wage and participate in the Town's recovery effort with a meaningful contribution, ultimately turning FEMA funding over within the Town's local businesses.

COMMITMENT TO SAFETY AND QUALITY: Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for temporary employees. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a safety and quality assurance team to each of its projects to ensure that certain safety and quality standards are being upheld, regardless of the operating conditions and climate.

Thompson has the experience and resources necessary to be extremely responsive to the Town's needs in preparing for and responding to a disaster incident. We would be honored to continue to serve as the Town's debris monitoring and management services provider and stand prepared to exceed the service expectations that the Town has established.

Best regards,

THOMPSON CONSULTING SERVICES, LLC



Jon Hoyle, President

AUTHORIZED AGENTS:

Jon Hoyle, President
O: 407.792.0018 | C: 321.303.2543 | F: 407.878.7858
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Town of Fort Myers Beach

Request for Proposal No. 18-26-PW
Disaster Debris Monitoring Services

SECTION

Cover Letter

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SECTION 1

EXPERIENCE

Firm Overview

Thompson Consulting Services is a full service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our sister companies Thompson Engineering and Watermark Design. What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with thirteen branch offices throughout five states in the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to 100 percent client satisfaction can be traced back to 1953 when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards are still upheld today and summarized as follows:

- Excellence in workmanship
- Innovative solutions
- Timely, responsive service
- Cost effectiveness

With more than 325 personnel spanning the consulting, engineering and architecture disciplines, commitment to these standards ensures a universal threshold for project quality. Our staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

The corporate organizational chart below graphically depicts the relationship between the Thompson Family of Companies and provides a brief summary of each company's service offerings. Thompson Consulting Services will serve as the contracting entity for the services requested by the Town of Fort Myers Beach, Florida (Town).



Prior to the inception of Thompson Consulting Services in 2011, disaster debris monitoring and program management services have been provided by Thompson Engineering since 1979 following Hurricane Frederic. Since then our organization has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation respond to and recover from a variety of natural disasters. *Thompson Consulting Services was founded to focus solely on disaster preparedness, response and recovery service offerings.*

Firm Data

Firm Name:	Thompson Consulting Services, LLC	
Address:	1135 Townpark Avenue, Suite 2101 Lake Mary, Florida 32746	
Telephone:	(407) 792-0018	
Fax:	(407) 878-7858	
Email:	info@thompsoncs.net	
Website:	www.thompsoncs.net	
Company / Ownership Type:	Limited Liability Company	
Year Established:	2011	
Former Name:	Thompson Engineering	
Year Est.:	1953	
State of Formation:	Delaware	
Federal ID No.:	45-2015453	
SAM No. / CAGE Code:	968677158 / 7NZ42	
E-Verify Company ID:	1111126	
Officers/Board of Managers:	Jon Hoyle, President Nate Counsell, Vice President James H. Shumock, C.P.A., BOM	John H. Baker, III, BOM Michael Manning, BOM

Qualifications and Experience

Our staff has monitored the federally reimbursed removal of over 80 million cubic yards of debris on behalf of over 200 different local and state government agencies across the United States.

Thompson has provided disaster response and recovery services since **1979** following Hurricane Frederic. Since then, our staff has supported over **200** federal, state and local government entities plan for and respond to a variety of disaster incidents, such as, tornadoes, hurricanes, floods, earthquakes, ice storms, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over **50** years of combined experience and have responded to some of the most devastating incidents to

impact the United States in the last two decades including: Hurricanes Charley, Frances and Ivan in 2004; Hurricane Katrina in 2005; the Buffalo, NY ice and snow storm of 2006; Hurricane Ike in 2008; the Nashville, TN floods in 2010; the Southeast tornadoes of April 2011; Hurricane Irene in 2011; the Midwest tornados of 2012 which impacted Missouri, Illinois, Indiana, Kentucky, Tennessee and West Virginia, Hurricanes Isaac and Sandy in 2012, Winter Storm Pax in 2014; South Carolina flooding in 2015, Hurricane Matthew in 2016 which impacted Florida, Georgia, South Carolina, North Carolina and Virginia and Hurricanes Harvey and Irma 2017. This work has resulted in our clients successfully applying for and retaining more than **\$3** billion of federal grant funding for debris removal.

Our approach to providing disaster response and recovery services to the Town of Fort Myers Beach (Town) maintains a primary focus on the efficient and effective utilization of available resources while assisting the Town in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Thompson's consultants have performed debris monitoring and grant administration services for a variety of Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. A summary of our experience over the last decade is provided in the table below.

Table 1-1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Hurricane Irma (FEMA DR-4337, 4338)	2017	47	\$100,000,000	FEMA PA
Hurricane Harvey (FEMA DR-4332)	2017	6	\$20,000,000	FEMA PA
Hurricane Matthew (FEMA DR-4283-86, 4291)	2016	17	\$100,000,000	FEMA PA, FEMA HMGP
Louisiana Severe Flooding (FEMA DR-4277)	2015	2	\$65,000,000	FEMA PA, FEMA HMGP
South Carolina Severe Flooding (FEMA DR-4241)	2015	1	\$35,000,000	FEMA PA, FEMA HMGP
Winter Storm Pandora (FEMA DR-4211)	2015	3	\$750,000	FEMA PA
Alabama Severe Storms (FEMA DR-4176)	2014	4	\$2,000,000	FEMA PA
Winter Storm Pax (FEMA DR-4166)	2014	6	\$200,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Sandy (FEMA DR-4085-4086)	2012	7	\$250,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Isaac (FEMA DR-4080-4081)	2012	4	\$2,000,000	FEMA PA, FHWA ER
Indiana Tornados (FEMA DR-4058)	2012	1	\$2,500,000	FEMA PA, FHWA ER
Hurricane Irene (FEMA DR-4024)	2011	1	\$4,500,000	FEMA PA, FHWA ER
Alabama Tornados (FEMA DR-1971)	2011	3	\$25,000,000	FEMA PA, FEMA HMGP, FHWA ER, CDBG DR, DOE
Iowa Flooding (FEMA DR-1763)	2010	2	\$1,640,325	FEMA PA, FEMA HMGP FHWA ER
Massachusetts Snow Storm (FEMA \DR-1813)	2009	2	\$896,475	FEMA PA, FHWA ER
Hurricane Ike (FEMA DR-1791)	2008	12	\$445,504,160	FEMA PA, FEMA SRL, FHWA ER, CDBG DR
Hurricane Gustav (FEMA DR-1786)	2008	6	\$19,374,540	FEMA PA, FEMA SRL, FEMA HMGP, FHWA ER
Hurricane Dolly (FEMA DR-1780)	2008	2	\$17,241,000	FEMA PA, FHWA ER
Oklahoma/Missouri Ice Storm (FEMA DR-1735)	2007	2	\$12,375,000	FEMA PA, FHWA ER
Missouri Ice Storm (FEMA DR-1676)	2007	3	\$31,523,000	FEMA PA, FHWA ER
New York Winter Storm (FEMA DR-1665)	2006	7	\$20,700,000	FEMA PA, FHWA ER, NRCS
Hurricane Wilma (FEMA DR-1609)	2005	15	\$214,491,000	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Rita (FEMA DR 1606)	2005	2	\$96,000,000	FEMA PA, FHWA ER
Hurricane Katrina (FEMA DR 1602-1604)	2005	30	\$914,304,040	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Dennis (FEMA DR-1595)	2005	3	\$90,000,000	FEMA PA, FHWA ER
Hurricane Ivan (FEMA DR-1551)	2004	3	\$243,332,500	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Frances (FEMA DR-1545)	2004	1	\$5,000,000	FEMA PA, FHWA ER
Hurricane Charley (FEMA DR-1539)	2004	3	\$97,085,850	FEMA PA, FHWA ER

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years, and understanding of current federal disaster recovery guidelines and procedures. We have a thorough understanding of how agencies at the federal, state, and local levels coordinate during a recovery operation.

Past Performance

Experience with the Town of Fort Myers Beach

Following the devastating impacts of Hurricane Irma, the Town of Fort Myers Beach sought disaster debris removal monitoring services through Lee County's stand-by contract with Thompson Consulting Services. Once the Town issued Thompson a notice to proceed, we mobilized operations within hours and assigned a field supervisor and crew to document the Town's debris removal activities. Throughout project operations, Thompson monitored, documented, and substantiated reimbursement for the removal of nearly 25,000 cubic yards of debris following Hurricane Irma.

Thompson understands the unique challenges the Town may face in the event of a future disaster incident. We are prepared to continue to provide disaster debris removal monitoring services to the Town and strive to continually meet the services expectations of the Town.

Record of Prior Successful Experience

Thompson has an exceptional record of performance on our previous and existing contracts. The following select project examples highlight our experience and capabilities performing similar services to the scope of work requested by the Town and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring. In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, disposal site monitoring, solid and hazardous waste management, private property debris removal, invoice review and reconciliation, and FEMA PA reimbursement.

Lee County, Florida

September 2017 – March 2018

Hurricane Irma Disaster Debris Removal Monitoring

Debris Quantity: 2,319,784 CY



Summary: As Lee County braced for the potential impact of Hurricane Irma, the strongest Atlantic basin hurricane ever recorded, they activated Thompson's contract for debris removal monitoring services, and Thompson prepared to deploy a response team to the County immediately following the passage of Hurricane Irma. Hurricane Irma made a secondary U.S. landfall just South of Lee County, however still passed through the County as a strong devastating storm. Hurricane Irma left property damage, flooding from rainfall, and downed trees and power lines throughout the County.

Thompson began operations immediately upon receiving a notice to proceed and working closely with the County's debris removal contractor to quickly begin debris removal operations. Since September Thompson has monitored the removal of over 1.7 million cubic yard of debris from County right-of-ways (ROW), and performed special debris removal programs including a commercial, parks, and utilities ROW removal monitoring. Thomson has also monitored the removal of over 70,000 hazardous limbs, and 4,000 trees throughout the County. In addition, Thompson is working with the County to conduct debris removal from various waterways and canals throughout the County. Thus far Thompson has substantiated the removal of nearly 5,000 CY of vegetation from County waterways.

City of Fort Lauderdale, Florida

September – December 2017

Hurricane Irma Disaster Debris Removal Monitoring / PPDR

Debris Quantity: 460,000 CY

Summary: Thompson has maintained a stand-by debris monitoring contract with the City of Fort Lauderdale (City) for over five years prior to being activated following Hurricane Irma in September of 2017. During that time, Thompson performed annual debris training and disaster response process reviews with the City in order to



maintain a high level of operational readiness should our debris monitoring team ever be needed to respond. In advance of Hurricane Irma, the City activated Thompson's contract and Thompson deployed a response team to the City immediately following passage of Hurricane Irma. Thompson began debris operations immediately with over 75 field staff ready due to our pre-deployment of resources. To date, Thompson has monitored the removal of over 460,000 cubic yards of vegetative and construction and demolition debris, as well as the removal of hazardous limbs from 12,000 trees and the complete removal of over 400 hazardous leaning trees. Thompson has also worked close ly with the City and its stakeholders to obtain approval for, and

implement a FEMA approved private property debris removal program that has resulted in the removal of debris from private property and gated communities.

Furthermore, high wind and storm surge displaced nearly 60,000 cubic yards of beach sand onto A1A, City sidewalks, City parking lots, and other facilities including picnic areas and volleyball courts. The sand on A1A was pushed back to the beach entrances and onto the sidewalks during the emergency push, leaving massive 10 foot piles of sand covering the iconic the Fort Lauderdale Beach wave wall. Within hours of a notice to proceed, Thompson began coordinating with the City, County, FDEP and FEMA to begin emergency sand recovery and screening to remove the large piles and return the sand to the beach. Thompson coordinated with the Contractor to ensure project completion within an expedited debris removal schedule that allowed the City to quickly recover from the costly environmental and economic impacts of Hurricane Irma.

City of Daytona Beach, Florida

October 2016 – March 2017

Debris Removal Monitoring & FEMA Grant Management Support

Debris Quantity: 330,000 CY



Hurricane Irma: Following Hurricane Irma, the City once again activated Thompson to provide disaster debris removal monitoring and FEMA PA services. Thompson immediately began coordinating with the City's debris removal contractor to determine crew configurations and onboarding local residents for debris removal monitor positions. Thompson monitored and documented the removal of over 117,077 cubic yards of debris, completing debris removal operations in less than three months.

Hurricane Matthew: As the City's debris monitor and FEMA Public Assistance grant management consultant, Thompson is assisting the City of Daytona Beach with their

debris removal operations and FEMA PA activities following the devastating impacts of Hurricane Matthew.

Thompson immediately responded to the City following passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Over all, Thompson monitored, documented, and substantiated reimbursement for the removal of 330,000 cubic yards of debris. In addition, Thompson has assisted the City with the identification of eligible projects, provided FEMA policy and process guidance, and continues to provide hands-on support to prepare and review the City's documentation and FEMA project worksheets. Thompson's FEMA PA consultants have a seven-year history of performance with Daytona Beach.

DDMP Update: In 2015 the City Public Works Department contracted Thompson to assist in updating their existing Disaster Debris Management Plan to meet current FEMA guidelines. The updated DDMP defines debris management roles and responsibilities and policies and procedures the City will refer to following a debris generating incident. Thompson also conducted validity assessments of the City's pre-identified temporary debris management site locations.

Volusia County, Florida

September – December 2017

Disaster Debris Removal Monitoring & Contractor Procurement

Debris Quantity: 858,138 CY

Hurricane Irma: Thompson provided debris monitoring and public assistance consulting services to Volusia County following Hurricane Irma. In total, Thompson monitored the removal of over 850,000 cubic yards of debris and over 12,000 hazardous leaning trees, hanging limbs and stumps. This project included coordination



with two different debris contractors and required monitoring at four debris management sites and three disposal sites. Thompson also provided FEMA Public Assistance Consulting services and expects the City to recover approximately \$30 million in reimbursement for Hurricane Irma related costs.

Debris Management Contract Procurement: Thompson assisted the County in preparing procurement documents for disaster debris removal and disposal services. Thompson has aided in reviewing scope of work requirements as well as pricing configurations for the request of proposal package/solicitation. Following open solicitation, Thompson assisted the County in reviewing each proposal response and providing the County with an "apples to apples" comparison of the submissions.

Solid Waste Authority of Palm Beach County, Florida

October 2016 – February 2018

Debris Removal Monitoring & FEMA Grant Management Support

Debris Quantity: 1,700,000



Hurricane Irma: In preparation for the potential impacts of Hurricane Irma, a strong Category 4 hurricane, the Solid Waste Authority of Palm Beach County decided to activate its stand-by debris removal monitoring contract with Thompson. Following the passing of the storm and the allowance for safe reentry into the County, Thompson quickly mobilized to begin documenting debris removal efforts throughout the County. Thompson is monitoring debris removal in over 18 communities within the County, as well as documenting all disposal loads brought to the Solid Waste Authority's landfills. Thus far, over 1.7 million cubic yards of debris have been documented by Thompson.

Hurricane Matthew: When Hurricane Matthew brushed Palm Beach County in 2016, the Solid Waste Authority of Palm Beach County (Authority) did not immediately elect to activate their emergency debris removal contracts. When the Authority made the decision to supplement their franchise haulers debris removal capacity and activate its emergency disaster debris removal contractor, Thompson mobilized within 24 hours with experienced debris management personnel and full Automated Debris Management System (ADMS) capabilities. Within two weeks of activation, Thompson monitored the removal of 14,500 cubic yards of vegetative debris, with an emphasis on providing relief to hot spots within the County identified by the Authority and its customers. Thompson continues to support the Authority's recovery efforts with FEMA reimbursement support for contractor costs incurred as a result of Hurricane Matthew.

City of Palm Bay, Florida

October 2016 – February 2017

Debris Removal Monitoring

Debris Quantity: 100,000 CY

Summary: As the City's debris monitor, Thompson assisted the City of Palm Bay with their debris removal operations following the impacts of Hurricane Matthew. Thompson immediately responded to the City following passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Over all, Thompson monitored, documented, and substantiated reimbursement for the removal of 100,000 cubic yards of vegetative and construction and demolition debris.

Chatham County, Georgia

October 2016 – April 2017

Hurricane Matthew Disaster Debris Removal Monitoring / PPDR

Debris Quantity: 1,600,000 CY

Summary: Thompson has maintained a stand-by debris monitoring contract with Chatham County, GA (County) for over four years prior to being activated following Hurricane Matthew in October of 2016. During that time, Thompson performed annual debris training and disaster response process reviews with the County in order to maintain a high level of operational readiness should our debris monitoring team ever be needed to respond to a, historically and, statistically rare direct hurricane impact to the coast of Georgia.

While Hurricane Matthew worked its way up the Atlantic Coast, Thompson deployed a response team to the County 72 hours prior to receiving a notice to proceed in anticipation of a contract activation. In the aftermath of the hurricane, the County activated Thompson's contract and we began debris operations immediately with over

75 field staff ready due to our diligent planning and pre-deployment of resources. Thompson monitored the removal of over 1,600,000 cubic yards of vegetative debris, as well as the removal of hazardous limbs from 16,000 trees and the complete removal of over 900 hazardous leaning trees. In addition, Thompson has worked closely with the County and its stakeholders to obtain approval for, and implement a FEMA approved private property debris removal program that has resulted in the removal of over 200,000 cubic yards from private property and gated communities.

City-Parish of East Baton Rouge, Louisiana

August 2016 - Present

Disaster Debris Removal Monitoring / PPDR Program Management

Debris Quantity: 2,000,000 CY

Summary: In August 2016 prolonged severe storms caused massive flooding throughout the City-Parish of East Baton Rouge, Louisiana leaving over 60,000 homes damaged or destroyed. As the flood waters subsided the City-Parish activated their debris removal hauler and monitor, Thompson, to assist in the monumental effort of managing the removal of debris generated from the thousands of flooded homes. Thus far, Thompson has performed disaster debris removal monitoring services overseeing the collection of more than 2 million cubic yards of constructing and demolition debris throughout the City-Parish.

In addition, Thompson worked closely with the City-Parish and the debris removal hauler to design and implement a comprehensive Private Property Debris Removal Program for extended ROW collection. Thompson canvassed neighborhoods distributing right-of-entry forms and staffed multiple libraries and community centers to assist homeowners in completing the required paper work. Once ownership of the property was verified Thompson logged the record into TDMS and provided the debris removal contractor with a list and map of properties approved for PPDR. Over 1,450 right-of-entry forms were collected, validated and processed for extended collection.

Aransas County, Texas

September 2017 – Present

Hurricane Harvey Debris Removal Monitoring

Debris Quantity: 2,775,000 CY



Summary: Following the devastating impacts of Hurricane Harvey, Aransas County sought the services of a disaster debris monitoring firm to assist in implementing and properly documenting debris removal operations throughout the County. Thompson was selected by the County for these services and immediately began project operations following a notice to proceed. Working closely with the County and their designated debris removal contractor, Thompson, to date, has substantiated over 2.7 million cubic yards of right-of-way debris removal and nearly 75,000 cubic yards of special program debris removal from private property and parks collection.

Experience & Knowledge of Federal, State & Local Emergency Management

Our recent disaster recovery and debris monitoring experience in Florida, Texas, Georgia, South Carolina, Virginia, Louisiana, Mississippi, and Alabama demonstrates Thompson's ability to comply with application requirements of the FEMA Public Assistance Alternative Procedures Pilot Program for Debris Removal as well as other guidance documents and eligibility requirements issued by FEMA. Thompson closely monitors changes to FEMA policy and guidance so that we can make the appropriate changes to our own practices and procedures in order to best protect the clients we serve. For instance, our team is thoroughly versed and ready to implement the Public Assistance Program and Policy Guide (PAPP) (updated April 2018) which incorporates and supersedes language from other PA Program publications including FEMA 325, 327 and the 9500 Series.

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Although the guidance listed below is not exhaustive in nature, it is a sample of specific material which may shape the Town's recovery. Our consultants understand the material

contained in these documents and will use this to aid in the recovery and reimbursement of all eligible debris and other related project costs in conjunction with local regulations and existing agreements. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement through compliance with all applicable federal, state and local regulations.

- Local/state government debris management plan/standard operating procedures
- Local/state government purchasing guidelines and manuals
- Local government code of ordinances
- Local memorandums of understanding or mutual aid agreements
- FEMA Public Assistance Program and Policy Guide (FEMA PAPPG)
- FEMA Damage Assessment Operations Manual (April 5, 2016)
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations
- 44 CFR Part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

Thompson's approach to providing disaster debris monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients. Through past experience and lessons learned, we have been able to develop a fine tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects. The Town receives the benefits of past client successes which have been retained and included in our program knowledge base. By the same token, we have been able to actively morph our tools based on the ever changing environment of debris monitoring and reimbursement assistance.

FEMA Direct Administrative Costs Compliant

The FEMA PAPPG provides guidance on allowable direct administrative costs (DAC) and activities which may be eligible for reimbursement by FEMA. This guidance describes what costs may be requested for reimbursement, lessening the chance that the Town will be surprised with unreimbursed disaster expenses which must be paid out of pocket. Also, it identifies what types of activities may be performed by the Town or another procured agent of the Town during the recovery process. Applying a unique understanding of DAC requirements, Thompson has developed and utilizes electronic timekeeping and other cost tracking and reporting documents to substantiate costs for FEMA. The Town will have the benefit of knowing that tracking, reporting and documentation tools used by Thompson for any monitoring, consulting, or recovery projects have been tested, successfully implemented and withstood FEMA and OIG audits.

Simultaneous Contract Mobilizations

Thompson recognizes that each disaster situation is going to be different. Although we will always be able to leverage our extensive experience and capabilities, we will also have to be prepared to draw on resources intelligently, prioritize efficiently, and act decisively when facing new challenges in the future. In order to do this, Thompson promotes a collaborative working relationship with the Town and its

debris removal contractors. Thompson encourages the Town to host an annual meeting to test readiness, capacity, discuss potential project hot-buttons, and plan based on new state and federal guidance. This is a great way to collaborate prior to having to respond to a disaster with one another.

Thompson's managerial capabilities were recently tested in 2016 when a massive flooding event devastated the greater Baton Rouge area of Louisiana and Hurricane Matthew struck the Atlantic Seaboard of the United States. *Thompson was simultaneously activated by twenty five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. In addition, the Georgia Department of Transportation activated Thompson in eleven (11) counties, and the South Carolina Department of Transportation activated Thompson in seven (7) counties.* At its peak operating period in the fall of 2016, Thompson was actively monitoring debris removal operations to manage and monitor the removal of over 4,000,000 cubic yards of debris by ten contractors working in a forty three (43) county/parish area across six (6) states. At peak, Thompson deployed over 930 field staff and 900 automated debris management system (ADMS) handheld field devices to permit temporary debris management sites and monitor the removal, temporary disposal, and reduction of over 4,000,000 cubic yards of debris. Thompson worked closely with our clients and the ten (10) different debris removal companies to work through the following challenges:

LOGISTIC CONSIDERATIONS: Thompson's debris removal monitoring assignments were extended over a large area including south central Louisiana and spanning nine hundred (900) miles along the Atlantic coast from Palm Beach County, FL to Norfolk, Virginia. In order to address client specific field personnel and equipment needs, Thompson implemented several operational hubs in six (6) states with runner and logistics support to all projects.

LARGE SCALE ADMS DEPLOYMENT TO MONITOR ALL TYPES OF DEBRIS COLLECTION: Thompson's ADMS deployment was one of the largest ADMS deployments in history, with over nine hundred (900) units deployed to over forty (40) work locations. Thompson's ADMS units were configured to monitor the collection of over 1.8 million cubic yards of C&D in East Baton Rouge Parish, the largest C&D collection program since Hurricane Katrina. In addition, Thompson's ADMS system was configured to monitor the removal of vegetative debris, white goods, household hazardous waste, animal carcasses, and private property debris removal.

STAFFING EXECUTION PLAN: Thompson maintains a professional recruiting and staffing department in house so that we can respond quickly and efficiently to surge staffing demands. We maintain a network of over 1,000 potential field monitors on call to supplement monitors sourced locally. When tasked with ramping up quickly, efficiently, and simultaneously over a six (6) state area, Thompson relied on dedicated resources that owned the ramp-up process. We did not rely on any third party staffing firms that do not understand the disaster business. This was critical to our success with the Hurricane Matthew mobilization.

RAPID MOBILIZATION: Many of Thompson's clients elected to participate in the Public Assistance Alternative Procedures (PAAP) Pilot Program for Debris Removal and tasked Thompson and the debris removal contractors with expedited debris removal schedules. Thompson, the debris removal contractors, and the clients were highly motivated to complete debris removal operations as quickly as possible. Thompson was able to handle the great deal of operational pressure associated with monitoring expedited debris removal operations, and over 90% of the work that we monitored was completed within 90 days.

SECTION 2

REFERENCES

The following references attest to the versatility of Thompson and the capabilities that we maintain in debris monitoring and disaster related services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client. Project summaries are included in Section 1, Experience.

1. Lee County, Florida

September 2017 – April 2018

Disaster Debris Removal Monitoring

Debris Quantity: 2,319,784 CY

Pam Keyes, Public Utilities Director
239-533-8544
PKeyes@leegov.com

1500 Monroe St.
Ft. Myers, FL 33901

2. City of Palm Bay, Florida

October 2016 – March 2017

Disaster Debris Removal Monitoring

Debris Quantity: 99,000 CY

Barney Weiss, CPM, Assistant Director Public Works
(321) 953-8996
Barney.Weiss@palmbayflorida.org

1050 Malabar Road SW
Palm Bay, FL 32907

3. City of Vero Beach, Florida

September – December 2017

Disaster Debris Removal Monitoring

Debris Quantity: 69,897 CY

Donald Dexter, Manager - Public Works
(772) 978-4800
ddexter@covb.org

3405 Airport West Drive
Vero Beach, FL 32960

SECTION 3

MONITORING TRAINING PROGRAM

Onboarding and Training of Employees

Following an event, Thompson will establish a location within or near by the Town of Fort Myers Beach from which to perform recruiting, onboarding, and training. These activities will be coordinated and supported from our headquarters in Lake Mary, Florida. Thompson will also make every effort to hire residents from within the Town to serve as debris monitors. This effort will help skilled residents participate in the Town's recovery efforts with a meaningful impact and earn a competitive hourly wage.

In accordance with FEMA Public Assistance Program and Policy Guide, FP-104-009-2, Thompson will train debris monitors, Town employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, debris management sites (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the Town, FDEM, FDEP, and FEMA

Ability to Onboard and Train within 48 Hours

Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time. Thompson begins the process of recruiting and on-boarding immediately upon contract award, not reactively following a notice to proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of existing candidates to serve as field monitors. Table 3-1 below outlines Thompson's local hire tasks and timelines to ensure that we deploy trained, safe, drug-free local hires within 48 hours of a notice-to-proceed:

Table 3-1 Local Hire Task Summary

Task	Timeframe (to meet or exceed)	Comments
Local Hiring Recruiting (non-event)	Year-round	When no task order is imminent, Thompson pro-actively develops a pool of local hire candidates.
Local Hiring Recruiting (activation known)	12 to 48 hours	Once activated, Thompson Project Administrative team can recruit and onboard 100 local hires per day. Thompson initiates on-boarding 72 to 96 hours prior to known disaster events.

Task	Timeframe (to meet or exceed)	Comments
Drug-testing	12 to 48 hours	Thompson requirement for employment
Driver Motor Vehicle Record Check	12 to 48 hours	Thompson requirement for employment
Safety Training	12 to 48 hours	Thompson requirement for employment
Continued on the Job Safety Training	48 to 72 hours	Thompson requirement for employment
Debris Monitor Training	12 to 48 hours	Thompson requirement for employment
Automated Debris Management System Training	12 to 48 hours	Contract specific requirement
Issuance of Personal Protective Equipment	48 hours	Issued by Project Administration team upon completion of Safety Training

Debris Removal Monitor Training Manual – Table of Contents

The following Table of Contents is from Thompson Consulting Services' Disaster Debris Removal Monitor Training Manual. This information is also provided via PowerPoint Presentation at every local on-boarding and training session held to hire local field monitors following a contract activation.

Section 1

- Disaster Debris Removal Monitoring
 - Overview
 - Roles and Responsibilities
 - Thompson Consulting Services
 - The Debris Removal Contractor
 - Debris Removal Collection Functions and Positions

Section 2

- Field Supervisor
 - Introduction
 - Field Supervisor Duties
 - Management and Oversight
 - Debris Operations
 - Eligibility
 - Compliance
 - Safety Requirements
 - Safety Equipment
 - Personal Protective Equipment
 - Field Supervisor Checklist

Section 3

- Truck Certification Monitor
 - Introduction
 - Truck Certification Monitor Checklist
 - Truck Certification Calculation Instructions
 - Measurements and Calculations
 - Dump Truck Measurements and Calculations
 - Extra Trailer Measurements
 - Round Bottom Truck Measurements

Section 4

Debris Collection Monitor

Introduction

Eligibility

Debris Classifications

Right-of-Way (ROW) Debris Removal

Hazardous Tree, Limb and Stump Debris Removal

Hazardous Trees ("Leaners")

Hazardous Limbs ("Hangers")

Hazardous Tree Stumps

Documentation

Debris Collection Monitor Duties

Debris Operations

Eligibility

Communication

Compliance

Safety Equipment

Personal Protective Equipment

Safety Requirements

Debris Collection Monitor Checklist

Paper Load Tickets

Electronic Load Tickets

Section 5

Debris Management Site Monitor

Introduction

Load Call Capacity

DMS Monitor Duties

Debris Operations

Eligibility

Communication

Compliance

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Personal Protective Equipment

Safety Requirements

DMS Monitor Checklist

Paper tickets

Electronic tickets

Appendix A

ADMS Debris Removal Monitoring Quick Reference Guides

SECTION 4

PERSONNEL

Capacity

Thompson's staff of consultants is amongst the most educated, qualified and dynamic in the industry. Our personnel are disaster recovery and response experts, business and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson has over 350 multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs. Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials as well as our capacity to support projects of any size and scope.

Personnel by Discipline

Grant/Financial Consultants	10	Environmental Engineers	9
Debris Project Managers	25	Geologists	10
Debris Supervisors	50	Scientists/Environmental	20
On-call Debris Monitors	1000	Credentialed Inspectors	57
Construction Managers	26	Investigative / Roof Consultants	13
Architects	3	Professional Land Surveyors	9
Civil Engineers	30	LEED Accredited Professionals	5
Marine Engineers	4	Construction Engineering Inspectors	50
Structural Engineers	7	Construction Materials Techs	19
Geotechnical Engineers	14	C.P. - Stormwater Quality (CPSWQ)	1
Transportation Engineers	5	C.P. - Erosion & Sediment Control	5
Hydraulic Engineers	3	Safety Professionals	4

With advanced degrees in business, economics, finance, engineering, computer science and other disciplines we provide a well-rounded perspective and approach to problem solving in the emergency management and disaster recovery industry.

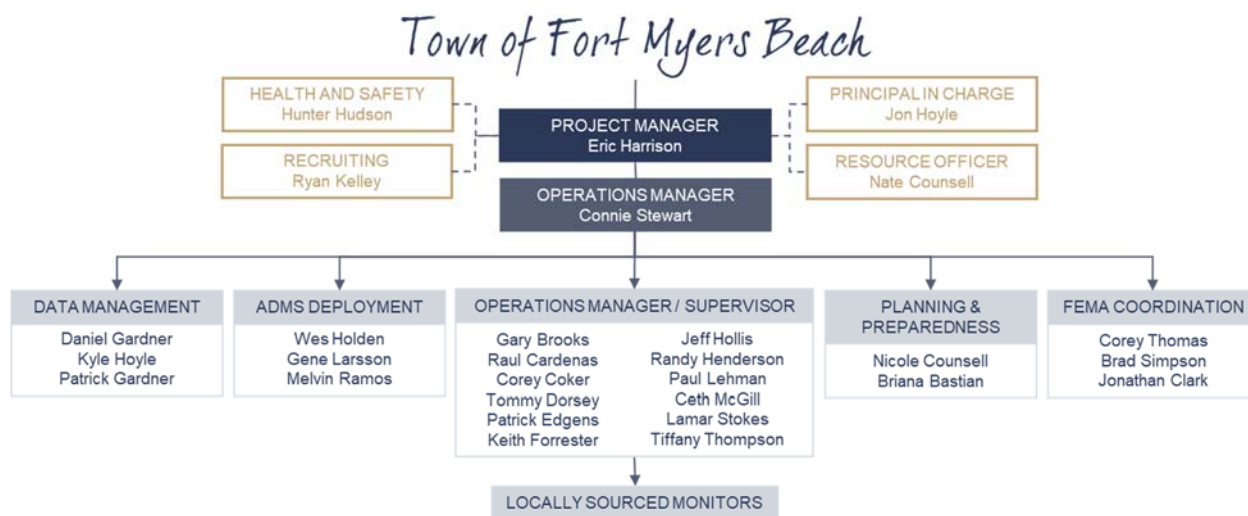
Thompson provides the Town with access to a unique combination of experience, services, resources and personnel through our family of companies. With 13 corporate and eight (8) satellite offices scattered throughout the southeast, Thompson has the resources and capabilities to support the Town's disaster debris management and consulting service needs.

Proposed Project Organization, Management and Qualifications

Thompson is committed to staffing the Town's disaster debris removal monitoring services project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events.

Because the Town's needs and Thompson's staff obligations may change over time, Thompson will routinely update the Town on the status and availability of the key personnel proposed, should they change.

The organizational chart below graphically presents Thompson's proposed project staffing and key personnel.



Key Personnel Overview

JON HOYLE will serve as the Principal-in-Charge for the Town and provide support as needed to ensure project operations are in accordance with the Town's expectations. Mr. Hoyle has over twelve years of experience including ten years providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 75 projects under contracts that total over \$1.5 billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 10 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

ERIC HARRISON will serve as a Project Manager for the Town and ensure project operations are implemented in accordance with the contract and task order(s) issued by the Town. Mr. Harrison has over twelve years of experience providing debris monitoring program management support and oversight for disaster response and recovery efforts throughout the United States.

CONNIE STEWART will serve as the on-site Project Manager for the Town to oversee day-to-day operations of the project. Ms. Stewart has eleven years of experience managing debris monitoring and data management operations throughout the Southeast. *Most recently, Ms. Stewart served as the Operations Manager on behalf of the Town of Fort Myers Beach and Lee County following Hurricane Irma.*

DANNY GARDNER Mr. Gardner will serve as the Data Manager for the Town. Mr. Gardner has served as a data manager, program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$250 million. His extensive understanding of the eligibility requirements, federal regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement.

NICOLE COUNSELL will serve as the Planning and Preparedness lead for the Town. Ms. Counsell has ten years of disaster response and recovery experience. She is well versed in the programs, agencies, procedures and regulations involved in successfully running disaster debris management operations.

Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm. Recently Ms. Counsell served as the Project Manager for the City of Fort Lauderdale debris mission following Hurricane Irma. In addition, Ms. Counsell provides annual training to many of our clients regarding debris removal monitoring operations and FEMA policy guidance.

COREY THOMAS will serve as the FEMA Coordination / Cost Recovery Specialist and work directly with the Town as needed to oversee the financial recovery of all eligible costs associated with FEMA PA and FHWA-ER activities. In 2009, Mr. Thomas assisted the City of Daytona Beach following the Memorial Day flooding, and has since worked with state and local agencies throughout the United States to recover millions of dollars of disaster expenditures. In 2013 Mr. Thomas managed the FEMA PA reimbursement for multiple applicants in New York and New Jersey following Hurricane Sandy and over the last two years has supported the South Carolina Department of Transportation recovery over \$195,000,000 in FEMA funding following two disaster incidents.

RYAN KELLEY has over 10 years of experience providing professional recruiting and staff augmentation services to assist disaster recovery companies and state and local government agencies with properly staffing large scale disaster recovery operations with the appropriate level of qualified man-power. Mr. Kelley has also managed several large scale debris monitoring operations in Florida, Texas, and South Carolina.

WES HOLDEN Mr. Holden has thirteen years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

Project Team Experience

The following tables further summarize the background and experience of our key personnel, outlines our staff's extensive experience managing and monitoring debris removal operations, including projects resulting in the collection of more than 1,000,000 cubic yards on behalf of local and state governments.

Select resumes for key personnel have been included in the subsequent pages of this section.

Table 4-3: Summary of Project Team Experience

Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
Jon M. Hoyle, Principal in Charge		
MBA – Finance/Management 13 Years of experience	– Georgia DOT – 180,000 CY – South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Harris County, TX – 2,500,000 CY – Chambers County, TX – 500,000 CY – Norman, OK – 750,000 CY – Springfield, MO – 1,448,539 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation)
Nate Counsell, Principal in Charge		
MBA – Finance/Management 13 Years of experience	– Baton Rouge, LA – 1,800,000 CY – Chatham Co, GAA – 1,400,000 CY – South Carolina DOT – 1,200,000 CY – Virginia DOT – 500,000 CY – New Orleans, LA – 1,000,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery

Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
	– Amherst, NY – 800,000 CY – Miami-Dade County, FL – 3,000,000 CY – Escambia County, FL – 7,681,500 CY	– Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Eric Harrison, Project Manager		
MS – Electronics Engineering 12 Years of experience	– St. Augustine, FL – 83,000 CY – Baton Rouge, LA – 1,800,000 CY – Daytona Beach, FL – 330,000 CY – South Carolina DOT – 3,000,000 CY – Virginia DOT – 500,000 CY – New Orleans, LA – 1,000,000 CY – Pembroke Pines, FL – 800,000 CY – Tonawanda, NY – 200,000 CY – Greene County, MO – 545,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Connie Stewart, Operations Manager		
11 Years of experience	– Town of Fort Myers Beach – 24,783 CY – Lee County, Florida – 2,400,000 CY – Ormond Beach, FL- 170,500 CY – South Carolina DOT- 1,200,000 CY – Superstorm Sandy – Galveston County, TX- 1,700,000 CY – City of Galveston, TX- 1,700,000 CY – Norman, OK- 750,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation)
Danny Gardner, Data Manager		
MBA – Finance/Management 8 Years of experience	– Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Alabama Tornadoes – \$25,000,000 – Hurricane Ike – \$445,000,000 – Hurricane Gustav – \$19,374,540 – Hurricane Dolly – \$12,241,000 – Massachusetts Severe Storms – \$896,475	– ADMS Implementation – Demolitions/ROE Program Design – Debris Project Formulation – Debris Data Management – Debris Document Management – Debris Removal Invoice Management – Debris Closeout Audit Support
Nicole Counsell, Planning and Preparedness		
BA – Psychology & Spanish 9 Years of experience	– St. Augustine, FL – 83,000 CY – Chatham Co, GA – 1,400,000 CY – Daytona Beach, FL - 330,000 CY – Georgetown County, SC – 100,000 CY – Virginia DOT – 500,000 CY – Galveston County, TX – 1,700,000 CY – City of Galveston, TX 1,700,000 CY – New Orleans, LA - 1,000,000 CY – Norman, OK – 750,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Corey Thomas, FEMA Coordination		
MBA – Finance/Management 8 Years of experience	– Baton Rouge, LA – 1,800,000 CY – Georgia DOT – 180,000 CY – South Carolina DOT – \$195,000,000 – Alabama Tornadoes – \$25,000,000 – Iowa Flooding – \$1,640,325	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – Private Property Debris Removal – Demolitions/ROE Program Design

Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
	– South Dakota Winter Storms – \$60,000,000 – Hurricane Alex – \$3,500,000 – Hurricane Ike – \$445,000,000	– Debris Project Formulation – Debris Removal Invoice Management – Debris Closeout Audit Support – Debris Appeals Assistance
Wes Holden, ADMS Deployment		
BS – Mgmt. Info. Systems 13 Years of experience	– Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY – Houston, TX – 4,500,000 CY – New Orleans, LA – 1,000,000 CY – Harris County, TX – 2,500,000 CY – Baytown, TX – 1,000,000 CY – Charlotte County, FL – 1,870,669 CY	– ADMS Implementation – Private Property Debris Removal – Leaners, Hangers, and Stumps – Debris Data Management – Debris Document Management – Waterways Debris Removal – Hazardous Materials – Household Hazardous Waste

Table 4-4: Summary of Operations Manager/Supervisor Experience

Name/Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
Gary Brooks, Operations Manager		
U. S. Marine Corps, Ret. 12 Years of experience	– South Carolina DOT – 3,000,000 CY – Denham Springs, LA – 300,000 CY – Virginia DOT – 500,000 CY – Springfield, MO – 1,448,539 CY – Baytown, TX – 1,000,000 CY – Harrison County, MS – 1,850,000 CY – Escambia County, FL – 7,681,500 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Raul Cardenas, Operations Manager/Supervisor		
11 Years of experience	– Aransas County, TX – 2,400,000 CY – Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 1,200,000 CY – Virginia DOT – 500,000 CY – Broward County, FL – 1,800,000 CY – Florida DOT – 1,000,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Recycling (DMS site separation)
Tommy Dorsey, Project/Operations Manager		
12 Years of experience	– City of Vero Beach – 24,000 CY – South Carolina DOT – 200,000 CY – Aiken County, SC – 1,500,000 CY – Putnam County – 140,000 CY – South Carolina DOT – 1,200,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Waterways Debris Removal – Private Property Debris Removal – Recycling (DMS site separation) – White Goods (household appliances)
Patrick Edgens, Operations Manager/Supervisor		
BS – Chemical Engineering 20 Years of experience	– Hancock County, MS – 5,773,291 CY – Forrest County, MS – 2,496,933 CY – Jones County, MS – 1,961,427 CY – Mobile County, AL – 789,658 CY – Mobile, AL – 728,469 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Recycling (DMS site separation)
Keith Forrester, Operations Manager/Supervisor		

Name/Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
B.A Marketing and Management 12 Years of experience	– Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 200,000 CY – Springfield, MO – 1,448,539 CY – Virginia DOT – 500,000 CY – Alabama DCNR – 100,000 CY – Escambia County, FL – 7,681,500 CY – Harrison County, MS – 1,850,000 CY – Escambia County, FL – 7,681,500 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – White Goods (household appliances)
Jeff Hollis, Operations Manager		
12 Years of experience	– St. Augustine, FL – 83,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 1,200,000 CY – Texas DOT – 1,000,000 CY – Harrison County, MS – 1,850,000 CY – Escambia County, FL – 7,681,500 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation)
Roger Jones, Operations Manager/Supervisor		
21 Years of experience	– Hancock County, MS – 5,773,291 CY – Forrest County, MS – 2,496,933 CY – Jones County, MS – 1,961,427 CY – Mobile County, AL – 789,658 CY – Mobile, AL – 728,469 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Recycling (DMS site separation)

Program Experience and Qualifications

Debris Removal Programs

Thompson's proposed team of disaster response and recovery experts have responded to some the most devastating natural disasters to impact the United States in the last decade. Each team member has served in a variety of recovery operations roles and has real-world experience managing and supporting special disaster recovery programs to include right-of-way (ROW), private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management and hauler invoice reconciliation and contracting, and FEMA appeals assistance. Thompson's consultants have experience with all of the following disaster recovery programs.

Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Leaning tree, hanging limb, and hazardous stump removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterways debris removal monitoring
- Beach and shoreline restoration
- Data management
- Document management
- Progress reporting
- Contractor invoice reconciliation and payment recommendation
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

Special Debris Removal Programs

Thompson's consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, demolition management, vessel and vehicle recovery, etc. as service offerings that our clients expect following a disaster event.

Thompson has extensive waterway/coastal recovery experience, including the removal of over 1,000,000 cubic yards of sand from houses and the restoration of over 8 miles of berm on Pensacola beach. In 2012, Thompson documented the removal of debris and seagrass from the beaches of Hancock County following Hurricane Isaac. We are also assisted New York City's debris removal contractor with the inventory of over 3,500 abandoned vehicles following Hurricane Sandy. In 2013, Thompson monitored a debris removal program covering seven (7) waterways throughout Iberville Parish, Louisiana and managed a wetland debris removal project for the Alabama Port Authority, both due to the lingering impacts of Hurricane Isaac. In 2014, Thompson monitored the removal of debris and hazardous hanging limbs from the Horse Creek Water Trail, a historically significant waterway in Aiken, South Carolina. Thompson substantiated the removal of over 40,000 cubic yards of debris and the removal of hazardous limbs from 4,000 hazardous trees.

In addition, Thompson's consultants have extensive and unique experience with demolition programs and private property housing initiatives, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten years.

Thompson Principal Jon Hoyle managed the demolition of, and private property debris removal from over 8,000 properties in Gulfport and Harrison County Mississippi following Hurricane Katrina.

Thompson Principal Nate Counsell served as the FEMA funded Demolition Program Manager for the City of New Orleans from 2007 to 2009. In 2011 and 2012 Thompson managed the City of Tuscaloosa, Alabama's residential demolition program. Thompson was recently activated in the City-Parish of East Baton Rouge and the City of Denham Springs, Louisiana performing disaster debris removal monitoring services following severe flooding which devastated thousands of homes and has generated over 1.9 million cubic yards of construction and demolition debris. In addition, Thompson designed and implemented a private property debris removal (PPDR) program with the Parish and City to distribute and collect Right-of-Entry forms from citizens requiring extended debris removal services. Thompson verified ownership of each home and coordinated with the debris removal contractor to ensure debris was collected from applicants of the PPDR program.

Disaster Cost Recovery and Reimbursement Processes

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance

- Project worksheet development
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support
- FEMA appeals assistance

Thompson recently assisted the South Carolina Department of Transportation with FEMA Public Assistance consulting services following a major ice storm in 2014 and more recent flooding event in 2015. This work has resulted in developing both small and large project worksheets totaling over \$195,000,000 in disaster funding.

Grant Application, Administration, and Management

Thompson's experience in supporting recovery efforts for local and state governments spans three decades and accounts for the administration of more than \$3 billion in federal grant funding. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and 15 grant programs, including the following:

- Federal Emergency Management Agency
 - Public Assistance (PA)
 - Hazard Mitigation Grant Program (HMGP)
 - Pre-disaster Mitigation (PDM)
 - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
 - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Department of Housing & Urban Development
 - Community Development Block Grant (CDBG)
 - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
 - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

Before, during and after a disaster incident our team can draw upon our knowledge and experience in working with a variety of funding sources to assist in developing and implementing a variety of recovery and mitigation programs.

Jon M. Hoyle

President

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BA: International Relations
MBA: Management and Finance

EXPERIENCE

14 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

Experience and Qualifications

Mr. Hoyle has fourteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 65 projects under contracts that total over \$1 Billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 –

Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm Mr. Hoyle worked with DTOP to ensure proper procurement measures were in place to solicit and begin disaster debris removal and monitoring services. Ultimately, Thompson began performing debris monitoring services in three DTOP zones. Mr. Hoyle oversaw the establishment of project operations and is responsible for contract obligations and cost controls.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted

debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 –

Mr. Hoyle served as principal-in-charge during Thompson's multi-state mobilization in response to Hurricane Matthew. Thompson conducted debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 - 2016 –

Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over \$35,000,000 and including hazard mitigation measures.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 –

Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm that impacted Tennessee. He managed and ensured all contracts and task orders were processed and implemented.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 –

Winter Storm Pax impacted the State of South Carolina generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic



yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011 – In the wake of Hurricane Irene the VDOT called upon its pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011 – Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The camp grounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals \$1.5-million.

Calhoun County, Alabama, Tornado Recovery Operations, 2011 – During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson Consulting Services (Thompson) was selected by Calhoun County (County) to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the

field management team's efforts to aid the County in a swift recovery.

Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011 – Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

Escambia County, Florida, BP Deep-water Horizon Oil Spill Response, 2010 – As oil threatened the beaches and waterways of Escambia County (Pensacola), FL during the summer of 2010, Mr. Hoyle deployed a team responsible for documenting and accounting for over \$10 million of contracted efforts to contain the oil and mitigate the environmental impact the oil spill made on beaches, waterways, and tourism.

Norman, Oklahoma, Ice Storm Deployment, 2008 – Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over \$3 million worth of eligible FEMA and FHWA funding.

Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

Previous Employment Experience

Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011 – Mr. Hoyle served as the Director of the Financial Recovery Services Division.

Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009 – Mr. Hoyle was a company co-founder, owner and managing principal of the Response and Recovery Services division.



Eric Harrison

Post-event Operations Practice Manager

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BS: Electronic Engineering Technology
Graduate Certificate: Geographic Information Science

EXPERIENCE

12 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program
- Demolition Program Management
- Occupational Safety and Health Administration Implementation

Experience and Qualifications

Mr. Harrison has twelve years of experience assisting communities with disaster response and recovery efforts throughout the United States. He has lead and supported multiple debris operations through project management, mobilization of response teams, staging logistics, data management and permitting debris sites. Also, as a geographic information systems (GIS) specialist he has extensive experience in developing zone and routing maps for disaster recovery projects.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Mr. Harrison served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. He was responsible for ensuring all projects were operating in accordance with federal, state and local requirements and that project managers were operating consistently across the DTOP zones.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Harrison oversaw Thompson's debris removal monitoring operations throughout the State of Florida. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal

monitoring operations. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

City of Hialeah, Hurricane Irma Recovery Operations, 2017 – Mr. Harrison served as onsite project manager overseeing disaster debris removal monitoring operations in the City of Hialeah following Hurricane Irma. The recovery efforts included the documentation, collection and removal of over 211,704 cubic yards of debris.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 – Mr. Harrison oversaw Thompson's debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 – Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects including the mobilization and demobilization of staff and resources throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects. Thompson is scheduled to monitor, document, and substantiate reimbursement for the removal of 1,000,000 cubic yards of debris and the removal of hazardous limbs from 154,000 hazardous trees.

Hurricane Deployment, Hurricane Sandy, New Jersey, New York, 2012 – Mr. Harrison deployed teams to respond to Hoboken, NJ and Babylon, New York following Hurricane Sandy to provide debris monitoring using ADMS and grant administration assistance. Mr. Harrison performed quality control of field supervisors and monitors utilizing ADMS to certify equipment, credential new monitors, and track debris removal. Concurrently, Mr. Harrison also deployed a field team skilled in ADMS and special programs to manage the extensive documentation associated with the identification, removal, and inventory management of flooded vehicles and vessels in New York City.

Mississippi and Louisiana, Hurricane Deployment, Hurricane Isaac, 2012 – Mr. Harrison deployed teams to simultaneously respond to four local governments in Terrebonne Parish, LA, Denham Springs, LA, Hancock County, MS, and Jackson County, MS to provide debris monitoring and grant administration assistance. Mr. Harrison was responsible for the deployment and project specific configuration of handheld devices to each activated contract. The effort documented and substantiated the removal of nearly 100,000 cubic yards of debris in less than 45 days.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 – Mr. Harrison served as project manager overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMSweb.

City of New Orleans, FEMA Funded Commercial and Residential Demolition Program, New Orleans, LA, 2007-2011 – Between 2007 and 2011, Mr. Harrison served as the Deputy Project Manager of the City of New Orleans Residential and Commercial Demolition Program. He was responsible for preparing applications for two historic review committees for demolition requests and for carrying out all required procedures set forth in City ordinances prior to committee review. Also, using GIS software Mr. Harrison mapped demolition progress and managed a demolition database of nearly 3,000 properties. The program required coordinated cost tracking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes, Gustav, and Ike, 2008-2010 – Following the devastating impact that Hurricanes Gustav and Ike made on the Louisiana and Texas coast, Mr. Harrison supported the debris monitoring operations in New Orleans as well as providing GIS support for multiple field operations in Texas.

City of Waveland, Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Harrison served as GIS specialist and assisted the City of Waveland, MS with developing zone maps, conducting damage assessments and leaner and hanger debris removal programs following Hurricane Katrina.

Pembroke Pines, Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 – Mr. Harrison served as the operations manager and assisted in the deployment of an immediate response team to provide storm debris cleanup and recovery planning on behalf of the City of Pembroke Pines, FL in response to Hurricane Wilma. He also assisted in the development of zone and routing maps for the City's recovery efforts.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 – Mr. Harrison was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Harrison assisted with surveying areas for special collection needs such as tree stumps, hazardous trees and construction and demolition (C&D) debris.

Training and Certifications

- Occupation Safety and Health Administration (OSHA) 7600 Disaster Site Worker
- Occupation Safety and Health Administration (OSHA) 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction
- ArcGIS 9.x and ArcGIS Server 9.x
- ArcGIS Spatial and Network Analyst

Connie Stewart

Field Operations Supervisor

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EXPERIENCE

10 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

Experience and Qualifications

Ms. Stewart has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. She has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 –

Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Ms. Stewart served as the project coordinator overseeing day-to-day personnel management for various debris programs.

Lee County, Florida, Hurricane Irma Recovery, 2017 - 2018 – Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the Lee County, including the City of Fort Myers and the Town of Fort Myers Beach. The County performed both hazardous tree and limb removal, right-of-way (ROW) and waterway collection programs on County maintained roadways/waterways. Overall, Thompson substantiated more than 2.4 million cubic yards of vegetative debris.

City of Ormond Beach, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 – Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Ormond Beach following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

Galveston County, TX, Hurricane Debris Removal

Monitoring, 2008 – In 2008, Ms. Stewart served as a field operation manager for the Galveston County debris monitoring effort. Ms. Stewart managed a field team responsible for monitoring the removal of debris from the Bolivar Peninsula off of Galveston County.

Norman, Oklahoma, Ice Storm Deployment, 2008 –

Following a crippling ice storm in Norman, Oklahoma in 2008, Ms. Stewart served as a field supervisor overseeing daily activities of a group of debris removal monitors and ensuring project compliance.

Training and Certifications

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training



SECTION 5

STAFFING, RECRUITING & TECHNICAL APPROACH

Response Time by Task

Thompson is prepared to meet and or exceed the technical requirements, including but not limited to the ability to supply an initial workforce of 20 monitors within 24 hours of notification to proceed. In most cases, Thompson will deploy our project team in anticipation of receipt a notice to proceed so that we can be responsive to the Town's needs and effectively manage the deployment of personnel and resources. For example, if the Town is within a cone of certainty for severe weather, Thompson will deploy a representative to meet with the Town 48 to 72 hours prior to the anticipated event. Thompson's response times by task are summarized in the table below.

Table 5-1: Thompson Task Response Times

Response Time	Task Description
Immediately after notification	Thompson will report to the Town's EOC or Contract Management Center
No more than 48 hours after notification	Thompson ready to assist the Town with truck certification
No more than 48 hours after notification	Thompson ready to staff public drop-off sites and other Town locations
No more than 48 hours after notification	Thompson to have monitors ready for ROW debris removal operations
No more than 72 hours after notification	Thompson to have monitors ready for hazardous tree removal operations

Prior to known events, Thompson will stage personnel and equipment either in or as close as possible to the Town. Upon receipt of a Notice-to-Proceed, Thompson will deploy the following project initiation teams to the Town responsible for the Town's contract deliverables:

- Project Quality Assurance Team
- Project Administrative Team

Project Quality Assurance Team

The Project Quality Assurance Team will consist of the Project Manager and six to ten Field Supervisors, based on the severity of the event. In addition to providing surge support to the Town, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all Field Staff.

Project Administrative Team

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the Town to support the monitor on-boarding process, including:

- Employee application reviews
- Drug testing and Department of Motor Vehicle records checks

- Health and Safety Plan Implementation
- Debris Monitor Training

Local Hiring Policy

Town residents will receive the first right of refusal to fill all available temporary field monitoring positions. To the extent possible and in the spirit of the Stafford Act, Thompson will identify, recruit, onboard, and train residents of the Town to participate in the Town's recovery efforts as debris monitors. This effort will help residents participate in the Town's recovery efforts with a meaningful impact and earn a competitive hourly wage. If local residents are not available, Thompson will access our national network of previously trained, experienced debris monitors to fill available field positions. Thompson begins the process of recruiting and on-boarding immediately.

Thompson has a rigorous process for selecting field staff. In addition to meeting the Town's minimum requirements, Thompson requires all candidates to:

- Have the ability to work in the outside elements for long periods of time; (this may include standing outside for the duration of daily debris removal (rain or shine)
- Have a flexible schedule with the availability to work up to 12 hours a day and seven days a week; may be required to work some days in excess of 12 hours
- Be able to travel to various work locations within the recovery area
- Have a valid driver's license, proof of insurance, and pass a motor vehicle record check
- Own a working vehicle and cell phone
- Pass mandatory new hire and random drug screening
- Attend mandatory Thompson safety training
- Attend mandatory Thompson debris monitoring training

In accordance with FEMA PAPPG, Thompson will train debris monitors, Town employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, Debris Management Site's (DMS), and final disposal locations
- The ability to differentiate between debris types and be able to properly fill out a debris load ticket
- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the Town debris removal contract and other disaster specific guidance provided by FDEM, FEMA, and the Town

Technical Approach

The Town's location along the Gulf of Mexico in Southwest Florida makes it imperative for the Town to maintain a high level of all hazards disaster awareness and preparedness. Consequently, the Town is seeking proposals from qualified consultants to provide debris removal monitoring support on a stand-by, as needed basis to comply with the following agency grant programs and requirements:

- Federal Emergency Management Agency (FEMA) Public Assistance (PA)
- Federal Highway Administration (FHWA) Emergency Relief (ER)

- Florida Division of Emergency Management (FDEM)
- US Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS)
- US Department of Housing and Urban Development (HUD)
- US Fish and Wildlife
- All other applicable state and local ordinances

Thompson has functionally organized its technical approach by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the Town's debris recovery effort based on the unique challenges of the Town's specific future disaster. Our tasks and approach can be modified and scalable to address both large and small scale events and our mobilization times can be either compressed or extended based on the needs of the Town and the public. Thompson will execute the proposed tasks described below with our ADMS hardware and software system, Thompson Data Management Suite (TDMS), which is outlined in Tab 6, Data Management.

Table 5-2: Mobilization Method and Approach

Task / Mobilization Time	Description
1. Debris Program Implementation	
Within twenty-four (24) hours from notification date	Program Management Team will report to the Town 48 hours prior to known disaster events and within 24 hours passage of no-notice disaster events. Thompson will implement a program based on the specific needs of the Town, feedback from debris removal contractors, and debris estimates developed through the preliminary damage assessment.
2. Onboarding and Training of Employees	
Within forty-eight (48) hours from notification date	Thompson performs Motor Vehicle Reports (MVR's) and drug testing on all field staff.
3. Health and Safety Plan Implementation	
Within forty-eight (48) hours from notification date	Health and Safety Plan will be periodically reviewed and updated to address any disaster specific hazards. Thompson's safety program is focused on the safety of Thompson monitors and field personnel.
4. Measure and Certify Trucks by FEMA PAPP Standards	
Within forty-eight (48) hours from notification date	Thompson will certify contractor equipment once a contractor crew schedule is reviewed and approved by the Town.
5. Deploy Loading Site Collection Monitors	
Within forty-eight (48) hours from notification date	Thompson will deploy a collection monitor to each debris removal crew. Based on our planning assumption, we expect many of the crews to be tandem, self-loading trucks or two to three trucks paired with a single loading device.
6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	
Within forty-eight (48) hours from notification date	Thompson will document the removal of hazardous trees and limbs to meet all requirements outlined in FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPP).
7. Deploy Debris Management Site Monitors	
Within forty-eight (48) hours from notification date	Thompson will coordinate with the Debris Contractor to ensure that the Town's Debris Management Sites (DMS) meet all FDEP requirements.
8. Deploy Field Supervisors / Field Supervisors	

Task / Mobilization Time	Description
Within forty-eight (48) hours from notification date	Thompson will deploy one (1) Field Supervisor for every ten (10) collection monitors to appropriately supervise collection operations. The 1:10 supervisor to monitor ration is encouraged by FEMA.
9. Damage Complaint Tracking	
Concurrent with field operations	Thompson will assign a unique work order to each damage complaint and track the actions taken, responsible sub-contractor, and satisfactory/unsatisfactory resolution in a report, by Service Area that may be tracked through GIS.
10. FEMA Consultation	
Within seventy-two (72) hours from Federal Declaration	Applicant kickoff generally takes place within one week of the federal disaster declaration, which is imminent.
11. Ordinance Review to Determine Best Method to Perform Private Property Debris Removal (PPDR)	
2-3 weeks after debris operations begin (subject to need)	Thompson management staff has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs.
12. Private Property Debris Removal Monitoring	
TBD, based on input from FDEM and FEMA	PPDR programs may include vegetative and C&D debris, as well as leaners, hangers, stumps, and structural demolitions.
13. Specialized Debris Removal Monitoring	
TBD, based on input from Town, FDEM, and FEMA	Thompson management staff has experience with the operational methods to properly document special debris removal programs such as removal of debris from waterways and lakes, vessel and vehicle removal, and the removal of debris and sediment from storm drains, catch basins and other public facilities.
14. Accumulate Daily Field Data	
Immediately following the start of ROW and hazardous tree programs	Thompson will maintain field data for all debris recovery programs monitored. Debris removal data will be organized by debris type, road type, and program
15. Reconcile Contractor Invoices	
Weekly following the start of ROW and tree programs	Thompson will comply with the invoicing and payment term in the debris removal contract.



1. Debris Program Implementation

The Thompson Management Team will assist the Town in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the Town to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of

the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

Proposed Meetings

Thompson is prepared to meet with the Town Debris Manager, Town Stakeholders, and representatives from FEMA, FDEM, FDEP, and other agencies on a daily basis at a time and location specified by the Town. To the extent necessary, Thompson will help the Town secure a meeting location. Thompson recommends that project stakeholders conduct a daily briefing while the EOC is fully operational and re-evaluate the frequency of meetings after the first 10 days of project operations.

Methods for communicating with Town Emergency Staff and Teamwork Assignments

Throughout the project, the Thompson Project Manager will identify critical path functions that will require close coordination between the Town and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate Town staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the Town and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

2. Onboarding and Training of Employees

Following an event, Thompson will establish a local office in the Town from which to perform recruiting, onboarding, and training. These activities will be coordinated and supported from our headquarters in Lake Mary, Florida. Thompson will also make every effort to hire residents from within the Town to serve as debris monitors. This effort will help skilled residents participate in the Town's recovery efforts with a meaningful impact and earn a competitive hourly wage.

In accordance with FEMA FP-104-009-2, Thompson will train debris monitors, Town employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, Debris Management Site's (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the Town, FDEM, FDEP, and FEMA

3. Health and Safety Plan Implementation

Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for our employees, including temporary field staff. This practice results in a team of

monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

At project initiation, Thompson will implement a Health and Safety Plan (HASP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HASP will outline that work performed on the project shall comply with all applicable OSHA, State of Florida, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide the following personal protective equipment to collection monitors, debris management site monitors and field supervisors:

- Hard hat
- Reflective vest
- Safety glasses
- Hearing protection

In addition, Thompson will ensure that all collection monitors, debris management site monitors and field supervisors report to work with the following personal protective equipment and communication equipment:

- Cell phone
- Protective shoes
- Long pants
- Hot, cold, and/or wet weather gear
- Sunscreen and supply of bottled water

Thompson's safety program is focused on Thompson monitors and field personnel. The safety of debris removal crews is the responsibility of the debris removal contractor(s).

4. Measure and Certify Trucks by FEMA PAPPG Standards

Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions and unit rates in the Town's debris removal contract. In order to comply with these standards, Thompson has observed and recorded the following information during truck certifications:



- Valid driver's license of truck operator
- Valid truck registration and insurance
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck
- Photographs of the truck, container, and driver

Thompson will assign a unique identification number to each truck and a placard with the truck number will be affixed to each side of the debris removal truck.

5. Deploy Loading Site Collection Monitors

Thompson will deploy a debris removal collection monitor for each mechanized piece of loading equipment deployed by the Contractor unless multiple debris loading operations can be safely and substantially observed and documented by a single monitor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from Town ROW and other collection zones identified and approved by the Town. Eligible debris may include, but is not limited to:

- Vegetative debris
- Construction and demolition (C&D) debris
- Hazardous waste
- Household hazardous waste
- White goods
- Vehicles and vessels
- Putrescent debris
- Infectious waste
- Chemical, biological, radiological, and nuclear contaminated debris

The Thompson collection monitor will be responsible for:

- Ensuring that only eligible, disaster related debris is removed for loading and hauling from approved public areas
- Ensuring that debris collected is in accordance with the regulations, safety considerations, and contract terms of the specific waste stream (i.e. hazardous waste is not loaded into container of clean vegetative debris, etc.)
- Recording the time, date, disaster number, truck number, and loading location using ADMS
- Issuing load ticket to driver when loading container is fully loaded
- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the DMS
- Checking for safety considerations and areas of potential problem (school zone, utility meters, power lines, mailboxes, etc.) and reporting potential issues the Thompson Field Supervisor
- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes and other public property as a result of debris removal operations including photos, owner information, and circumstances of the damage
- Ensuring all white good and Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Certifying household hazardous wastes are segregated, handled, loaded and hauled in accordance with environmental laws and local, state, and federal regulations. HHW must be handled by specialists licensed by FDEP
- Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area
- Other duties as directed by the debris management project manager or designated Town personnel

6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps

Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with Right-of-Way debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal process is documented to

include before and after photographs and GPS coordinates. The Thompson leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed as defined by FEMA PAPPG from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the Town's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

7. Deploy Debris Management Site Monitors

Thompson will work with the Town and its contractor to establish the appropriate number of Debris Management Site (DMS) and staff it with a DMS Monitor. DMS Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS Monitors are responsible for observing and recording the following information:



- Debris classification
- Debris load call/volume estimation
- Truck unloading time and date
- Spot check photographs of loads before and after unloading as a Quality Assurance measure for load call methodology and to insure that trucks are completely unloaded at the DMS
- Ensure white goods and Freon containing appliances are sorted and ready for Freon removal
- Document that white goods are cleaned and processed to remove putrescent debris inside and remove all oils, solvents, and refrigerants
- Ensure hazardous and household hazardous wastes are segregated, handled, stored, and disposed in accordance with environmental laws and local, state, and federal regulations
- Document and immediately report any improper segregation of hazardous waste debris
- Ensuring site safety and security

Debris Disposal Diversion

Thompson will work with the Town and FDEP to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. White goods, e-waste, metals, vegetative and other types of debris may be processed and recycled. Thompson will ensure that salvage operations are documented separately to substantiate retainage of salvage proceeds in accordance with the FEMA Alternative Procedures Pilot Program for Debris Removal.

8. Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to efficiently and effectively oversee, document, and substantiate debris removal efforts. Thompson Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are authorizing the collection and removal of eligible debris from approved public areas

- Confirm the completeness and accuracy of load tickets and field documentation generated by Thompson field staff to substantiate debris removal operations

9. Damage Complaint Tracking

Thompson field supervisors will have the primary responsibility for damage report tracking and resolution. Thompson will assign a unique Work Order number to each damage complaint and will track the Work Order by the GPS coordinate of the complaint. A map will be maintained of all damage related Work Orders. Thompson will maintain the following information for each damage complaint Work Order and organize Work Orders by Precinct:

- Work Order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions taken by the responsible party
- Photographs/other evidence of repair
- Cost summary, if available

10. FEMA Consultation

To the extent that it is required by the Town, Thompson will serve as a liaison between the Town, FDEM and FEMA to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide.

Thompson will work with the Town, FDEM, FEMA Region 4, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the Town's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

To the extent necessary, Thompson will provide the Town with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the Town and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

11. Ordinance Review to Determine the Best Method to Perform Private Property Debris Removal

Thompson's proposed management team has previous experience with reviewing local ordinances and designing a private property debris removal (PPDR) program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in Alabama, Mississippi, Louisiana, and Florida. In order to ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the Town with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical in order to establish legal authority and FEMA eligibility.
- Establish a multi-step process to ensure that all proper notifications are made to property owners.

- Develop a public outreach plan to ensure that Town residents in need are able to participate in the program.

12. Private Property Debris Removal Monitoring

Upon review and approval of a proposed PPDR program by FDEM and FEMA, Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal



In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR “packet” that documents the following information:

- | | |
|---|--|
| • Ordinance granting legal authority under which the private property debris removal work was performed | • FEMA Historic Preservation (HP) review and approval |
| • Documentation of all necessary actions taken to satisfy the requirements of the ordinance | • Documentation of asbestos abatement (if necessary) |
| • Notification to property owner | • Documentation of utility disconnections (if necessary) |
| • Posting on property | • Field documents and site schematic documenting eligible work performed |
| • Executed Right-of Entry Agreement | • Before/after photographs |
| • FEMA/FDEM Approval | • Property close-out documentation |

13. Special Debris Removal Monitoring

The damage caused by hurricanes often necessitate the need for special debris removal programs which include, among others:

- Waterway debris removal
- Debris removal from storm drains and catch basins
- Abandoned vehicle/vessel removal

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the Town’s contractors, FEMA, FDEP, NRCS and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities.

Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas

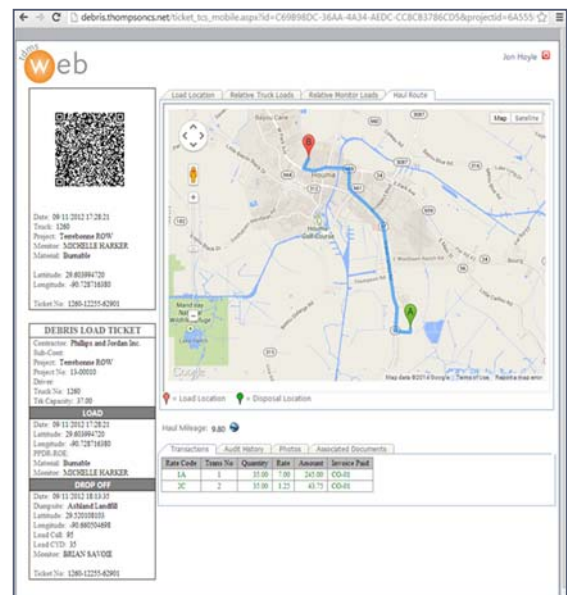
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant
- Verifying that any contaminated disaster-related debris is addressed by the specialist from FDEP and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the Town's contract (i.e. linear foot)
- Ensuring vehicles or vessels are abandoned, e.g. the vehicle or vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

14. Accumulate Daily Field Data

Thompson uploads daily debris collection and disposal information from our ADMS system into a secure electronic disaster debris data management system that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collections and disposal location.

Thompson will plot daily collection totals using GIS software and provide the Town with a map of daily collection operations and cumulative debris removal to date. Thompson's graphical reporting tools can provide the Town with the collection information needed to make critical decisions and report progress to the public.

In addition the Thompson data management system will serve as an electronic clearinghouse for photographs, electronic "ticket" transaction images, and other field reports developed to document the debris removal operation.



The following information further outlines Thompson's data management operations and capabilities. Our scalable approach has been developed to accommodate both small and large scale activations and multiple debris removal contractors.

Data Management, Project Tracking, and Computer Accountability Programs

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting. Each day Thompson queries and reviews truck certifications, load transactions, and unit rate transactions. This data is then used for the following purposes.

Quality Assurance/Quality Control

A critical component of the debris removal monitoring firm's responsibilities is to identify and correct any impropriety that may occur in the debris removal process. To do this, Thompson leverages its data

management system to provide QA/QC through standard data queries. Such queries and parameters include:

- Count of loads by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

Reporting

The final tool employed by Thompson through its data and document management system allows us to timely report progress of debris removal to the Town. This reporting tool is flexible and can be tailored to report debris removal by any number of parameters. In the past we have reported debris removal according to the following:

- Percent of total estimate complete
- By GIS grid
- By Service Area
- By voting precinct
- By political district (council districts, commission district, etc.)
- FEMA eligible versus state aid eligible
- Quantity by DMS
- By material type (vegetative, C&D, white goods, etc.)

Thompson will review the QA/QC reports each day to identify anomalies. In most cases these anomalies are explained through investigations of circumstances surrounding the irregularity. Our experience has shown that the mere fact that debris removal contractors and monitors are aware that such metrics are being monitored deters impropriety.

In addition to the cumulative debris collection and financial report, Thompson will coordinate with the contractor to provide morning summaries that will address the following:

- Number of crews deployed
- Types and quantities of equipment deployed
- Equipment/crew/monitor assignments (area/zone)
- Status of DMS operations
- Changes in operational status or problems encountered since previous report

Daily, Thompson and the contractor will provide summaries that will include:

- Overall status of debris removal operations
- Actual number of crews/monitors deployed that day
- Issues or problems encountered in the field

15. Reconcile Contractor Invoices

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the Town. In order for contractor payments to be verified as accurate and correct Thompson verifies truck

certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the Town. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the Town. Thompson's payment recommendation will include the following:

- A copy of the contractor invoice
- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified
- A payment recommendation report
- A cover letter summarizing the reconciliation findings and payment recommendation

Added Value Benefits

Emergency Management Planning and Training

Part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with Town leadership and staff. Following contract award, Thompson will coordinate training schedules with the Town to provide departments and key staff members training which will address prioritized topics, as requested by the Town. Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the Town in future disasters, or participate in exercises related to the Town's disaster preparedness, response, and recovery.

A listing of sample services that can be provided to the Town is outlined in the following table.

Table 5-3: Emergency Management Planning and Training Services

Service	Description
1. Mitigation Planning and Support	Review hazard mitigation plans (HMP) and provide the Town strategies to implementing long-term resiliency measures. Conduct or train Town staff to prepare Benefit-Cost Analysis, provide project management support, train Town staff in environmental and historical requirements of mitigation programs, and augment Town staff to complete mitigation applications and projects.
2. Comprehensive Emergency Management Planning	Review and provide revision recommendations for Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP), and/or additional requested Town plans. Provide Town with written and exercised guidance to assist in future disasters and emergencies.
3. Disaster Debris Management Plans (DDMP)	Provide hands-on guidance during the Town's planning strategies. Update regularly to ensure accuracy and maintain Town's eligibility for increased federal PA cost-share under the FEMA PAAP Pilot Program and FEMA PA Program and Policy Guide.
4. FEMA Public Assistance (PA) Training	Conduct training courses on the FEMA PA program for Town officials and key departments expected to incur costs. Discuss eligibility and documentation requirements, as well as best-practices to help maximize likelihood of receiving reimbursement while minimizing the Town's administrative burden.
5. Identification of Debris Management Sites	Identify and rank multiple potential DMS sites and submit to Town for approval and action.

Service	Description
6. Procurement Assistance	Offer procurement assistance related to contracting with debris removal contractors, engineering or architectural firms, and additional contractors relevant to the Town's response and recovery efforts. Thompson will ensure procurements are in compliance with Town, FDEM, and FEMA requirements so that funding is not jeopardized due to improper procurement practices.
7. Project Management	Provide long-term project management support for permanent work projects, mitigation activities, and other grant-funded projects. Management of task forces assigned to project, Town stakeholders, and Town contractors.
8. Executive Guidance to Town Commissions, Boards, and Panels	Subject-matter and program management expertise to ensure Town leadership is knowledgeable of the Town's response and recovery status as well as involvement in federal programs.
9. Public Information Support	Provide technical support and assistance in the development and disbursement of public information notices. Conduct community outreach meetings, host telephone call centers, and provide general public relations support as requested.
10. Other Training and Assistance as Requested by the Town	Thompson is prepared to provide additional training or assistance requested by the Town as related to debris removal and monitoring, grant management, emergency management, and additional Town concerns that may arise.
11. Other Reports and Data as Required by the Town	Thompson utilizes numerous reports and data sources in our daily operations serving local governments. Thompson is prepared to deliver or prepare reports and data that may be required by the Town.

SECTION 6

DATA MANAGEMENT

Thompson's Automated Debris Management System (ADMS)

Thompson will execute debris removal monitoring services with our ADMS hardware and software system, Thompson Data Management Suite (TDMS). TDMS has been successfully deployed over the past five (5) years and utilized by state, county/parish, and municipal clients in Florida, Georgia, Louisiana, Alabama, South Carolina, Texas and New York to electronically document debris removal, hazardous tree work, vehicle recovery, and private property debris removal. *Thompson owns and maintains TDMS and does not lease any part of our ADMS solution from an alternate provider.*

TDMS has been field proven on multiple large scale recovery operations. In 2017, when Hurricane Harvey and Hurricane Irma made landfall within two weeks of each other, Thompson simultaneously ran project operations in Texas and Florida, covering over 53 client activations. In 2016, when a massive flooding event devastated the greater Baton Rouge area of Louisiana and Hurricane Matthew struck the Atlantic Seaboard of the United States, Thompson was simultaneously activated by twenty five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. In addition, the Georgia Department of Transportation activated Thompson in eleven (11) counties, and the South Carolina Department of Transportation activated Thompson in seven (7) counties. At our peak operating period in the fall of 2016, Thompson was actively monitoring debris removal operations by ten contractors working in a forty three (43) county/parish area across six (6) states.

Thompson maintains over 1,300 TDMS*mobile* units on hand and has access to additional units within 24 hours of notification when necessary. As demonstrated in during Thompson's 2017 response to Hurricane Irma on behalf of the Town of Fort Myers Beach, we have the equipment and resources available to be extremely responsive to the Town.

Project Execution Utilizing TDMS

TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. The TDMS collection includes our hardware solution or handheld device, TDMS*mobile*, which allows us to capture data in the field and provide near real-time analysis through our software solution, TDMS*web*, which is a variety of web-based software applications that serve as the backbone for data storage and management. The TDMS*mobile* solution meets the USACE ACI standard for ADMS and is configured to document a variety of debris removal activities and programs including the following:

- Truck Certification
- Right-of-Way (ROW) Collection
- Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project Administration
- Monitor Management

Figures 1 - 4 provide graphical depictions of the TDMS*mobile* solution and its components.

FIGURE 1



Motorola ES400 running
TDMSmobile.

FIGURE 2



Employee badges utilize QR
coding for identification
ticket development.

FIGURE 3



Paper tickets are created
with encrypted QR code to
transmit information/data.

FIGURE 4

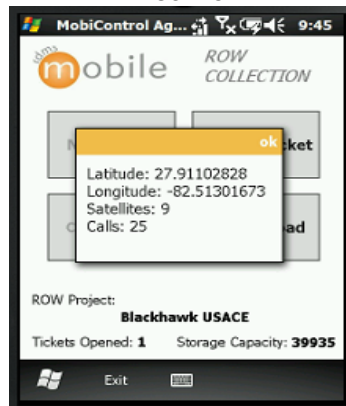


RW 220 hip belt printer uses
direct thermal laser technology

TDMSmobile provides enhanced quality control through geofencing, geocoding, and location verification. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. This enhanced level of accuracy and corroboration increases the efficiency and production of debris removal operations. To date we have observed cost savings to our clients ranging from 20 – 30 percent with the use of our ADMS solution.

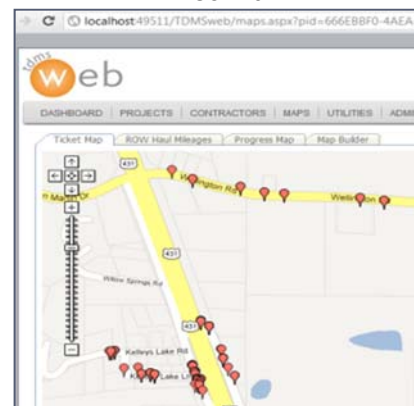
Figures 5 and 6 provide an example of the interface between TDMSmobile and TDMSweb.

FIGURE 5



Handheld device GPS location capture and
verification

FIGURE 6



Mapping interface provides users with Google maps
functionality for point-and-click data access

TDMSweb a web based application that servers as the backbone of the TDMS for storage and data management while providing access to viewing, querying, sorting, reporting, mapping and managing project related data and documents. In addition, Thompson is able to control access to TDMSweb and what permissions (read, read/write, etc.) users have through credentialing.

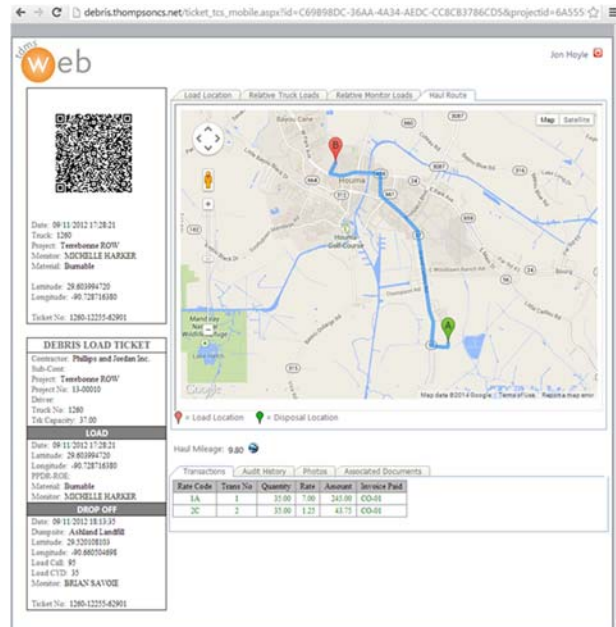
The following figures (7 to 10) provide graphical highlights and depictions of TDMSweb and its components.

FIGURE 7



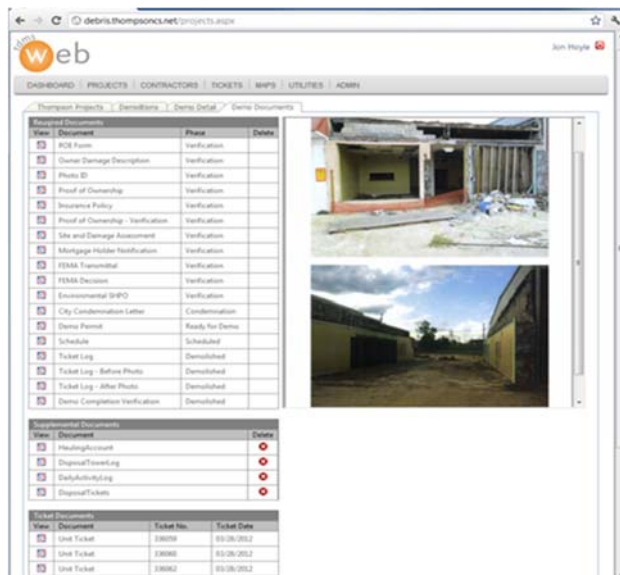
TDMWeb dashboard displays summary project statistics online with the ability to drill down to varying levels of detail.

FIGURE 8



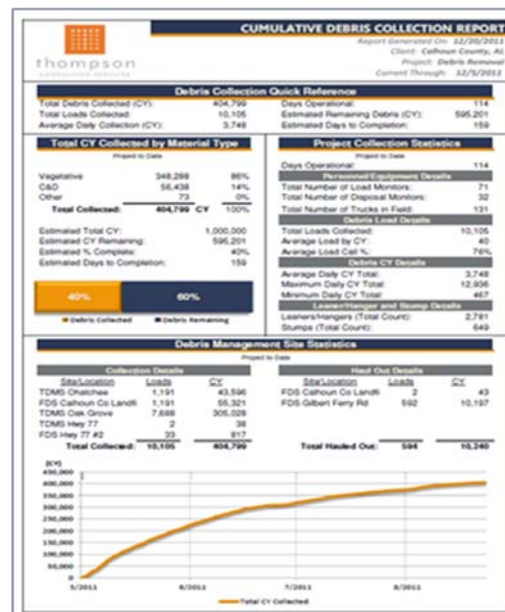
More accurate and efficient collection of field data provides for near real time data analysis and review.

FIGURE 9



TDMWeb system allows Thompson to electronically manage a variety of client debris removal programs such as, ROW, ROE, blue roof and demolition, including photographs, field forms, logs, transmittals, etc.

FIGURE 10



TDMWeb generates various project reporting documents, such as daily reports and financial summary logs.

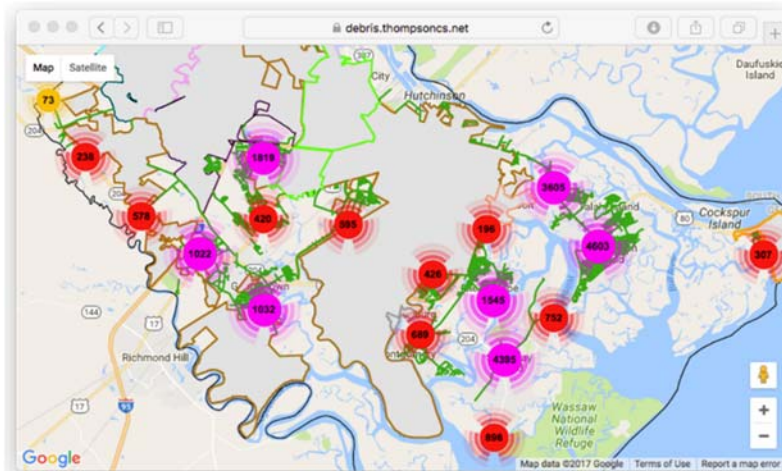
Comprehensive Mapping Tools

Through our ADMS technology and the accurate and efficient collection of data in the field, Thompson is able to provide a variety of comprehensive mapping tools to the Town. Thompson has the ability to tailor progress and real-time operation mapping to meet the needs of Town. **During debris meetings,**

the Town, Thompson, and Town contractors can utilize the mapping tools to evaluate progress, assign or re-assign crews, and make general debris management decisions.

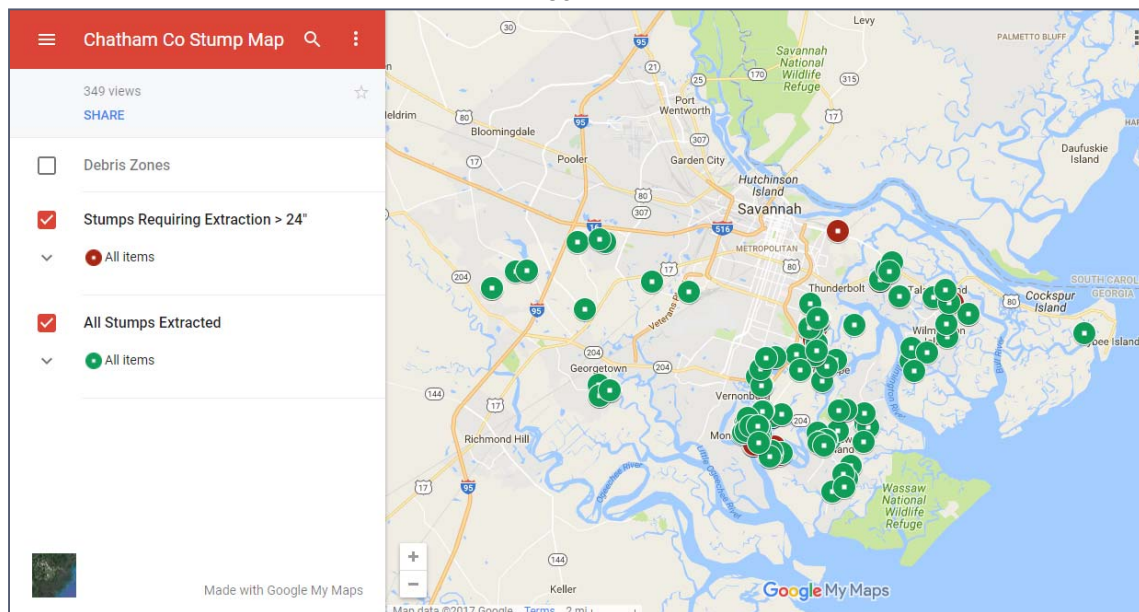
Figures 11 and 12 below provide examples of some of the mapping capabilities that may be utilized for Town ROW debris removal and special debris removal programs.

FIGURE 11



Debris Load and Tree Work Heat Maps that illustrate the concentration of damage with the ability to drill down within each cluster and access individual transaction data.

FIGURE 12



Hazardous Stump Map provides color-coded stump locations to allow increased operational efficiencies and real-time situational reporting for the Town and Town project stakeholders.

TDMS was designed with over 50 years and \$3 billion of industry knowledge and experience. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery.

Data Management, Project Tracking, and Computer Accountability Programs

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting. Each day Thompson collects its truck certification forms, debris removal load tickets, and unit rate tickets from the field. The documents are gathered and compiled at a satellite data office where they are electronically scanned as an image and filed numerically according to their serialized document number. From the electronic image of each document Thompson keys all data fields into its proprietary, web-based, data and document management system. This data is then used for the following purposes.

Quality Assurance/Quality Control

A critical component of the debris removal monitoring firm's responsibilities is to identify and correct any impropriety that may occur in the debris removal process. To do this, Thompson leverages its data management system to provide QA/QC through standard data queries. Such queries and parameters include

- Count of load tickets by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of tickets by collection location

Reporting

The final tool employed by Thompson through its data and document management system allows us to timely report progress of debris removal to the Town. This reporting tool is flexible and can be tailored to report debris removal by any number of parameters. In the past we have reported debris removal according to the following:

- Percent of total estimate complete
- By GIS grid
- By voting precinct
- By political district
- FEMA eligible versus state aid eligible
- By material type (vegetative, C&D, white goods, etc.)
- Quantity by TDSR

Thompson will review the QA/QC reports each day to identify anomalies. In most cases these anomalies are explained through investigations of circumstances surrounding the irregularity. Our experience has shown that the mere fact that debris removal contractors and monitors are aware that such metrics are being monitored deters impropriety.

Thompson's Time Tracking System

Thompson has developed a timekeeping module through our ADMS where field staff scan their badge, assigned to them following onboarding and training, to "check-in" and "check-out" each day. This data is populated to a timecard that is reviewed and approved by Thompson Field Supervisors. All of Thompson's time will be organized by debris program, task, and labor position and we can organize invoices and back-up to meet the needs of the Town while satisfying FEMA reimbursement requirements.

Communications System

Thompson's monitors are required to carry a working cell phone at all times. Since 2004 and 2005, the cellular companies have taken great strides in hardening the cellular infrastructure to withstand hurricane force winds in the Southeast. We have observed significantly shorter periods of down time to cellular networks following Hurricanes over the last 10 years. We have also used "pinning" and text messaging as means to successfully communicate when there is limited cellular connectivity. In addition, Thompson's ADMS units have cellular connectivity. If cellular connectivity is lost for extended periods of time, Thompson will provide field staff with radio equipment and/or satellite phones based on the situational need.

SECTION 7

REQUIRED DOCUMENTS

Thompson has provided the following required documents in the subsequent pages of this section:

- Form 1 – Solicitation Response Form
- Form 1a – Proposal Form
- Form 2 – Affidavit Certification for Immigration Laws
- Form 4 – Negligence or Breach of Contract Form
- Form 5 – Affidavit of Principal Place of Business (*not applicable to this project*)
- Form 6 – Sub-Contractor List
- Form 7 – Public Entity Crime Form
- Form 8 – Trench Safety (*not applicable to this project*)
- Form 9 – Bid Bond (not applicable to this project)
- Sunbiz Entity Report
- Addendum 1

Form 1 – Solicitation Response Form



TOWN OF FORT MYERS BEACH
SOLICITATION RESPONSE FORM

Date Submitted: 7/9/2018 6/28/2018

SOLICITATION IDENTIFICATION: RFP-18-26-PW

SOLICITATION NAME: Disaster Debris Monitoring for the Town of Fort Myers Beach

COMPANY NAME: Thompson Consulting Services, LLC

NAME & TITLE: (TYPED OR PRINTED) Jon Hoyle, President

BUSINESS ADDRESS:
(PHYSICAL) 1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746

CORPORATE OR MAILING ADDRESS:
☒ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: jhoyle@thompsoncs.net

PHONE NUMBER: 407-792-0018 FAX NUMBER: 407-878-7858

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK TOWN OF FORT MYERS BEACH BIDS AND PROPOSALS PAGE OR DEMANDSTAR FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE TOWN WILL POST ADDENDA TO THESE WEB PAGES, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. <u>1</u>	Dated: <u>7/2/2018</u>	No. _____	Dated: _____	No. _____	Dated: _____
No. _____	Dated: _____	No. _____	Dated: _____	No. _____	Dated: _____

Tax Payer Identification Number: 45-2015453

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Town collects your social security number for tax reporting purposes only**

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*.

1 **Collusion Statement:** Town of Fort Myers Beach, Fort Myers, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the Town provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 **Scrutinized Companies Certification:**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), 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, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ **Business Relationship Applicable (request form)**

☒ **Business Relationship NOT Applicable**

- 4 Disadvantaged Business Enterprise (DBE) proposer? If yes, please attach a current certificate. ____ Yes ☒ No
- 5 The proposer should carefully read all the solicitation documents. Any deviation or modification must be identified. Failure to clearly identify any modifications in the space below may be grounds for the proposal being declared non-responsive, or to have the award of the solicitation to be rescinded by the Town. Attach separate page if necessary.
- 6 Are there any modifications to the solicitation or specifications? ____ Yes ☒ No
- Modifications:

**ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER,
WITNESSED AND SEALED (IF APPLICABLE)**

Thompson Consulting Services, LLC

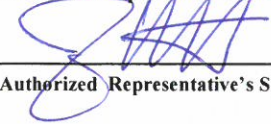
Company Name (Name printed or typed)

Jon Hoyle

Authorized Representative Name (printed or typed)

President

Authorized Representative's Title (printed or typed)



Authorized Representative's Signature



Briana Garriner, Marketing Manager

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)



Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Town's Form may result in the submission being declared non-responsive by the Town.



Town of Fort Myers Beach
PROPOSAL FORM

Company Name: Thompson Consulting Services, LLC

Solicitation # RFP-18-26-PW Solicitation Name Disaster Debris Monitoring for Town of Fort Myers Beach

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

Term Multi-year and Renewals

The successful proposer shall be responsible for furnishing and delivering to the Town’s requesting Department commodity or services on an “as needed basis for a two year, (2) year or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the Town and the vendor at the time of the extension or renewal.

Please include this page with your submission package.

The following labor hours are provided as a scenario for evaluation purposes only.

All labor rates are to be fully burdened to include but not limited to, overtime, all taxes, benefits, handling charges, overhead and profits; per diem and fuel is to be included in hourly labor rates. Labor rates include all equipment, tools, and supplies necessary for the employee to perform the tasks assigned. Labor rates include all costs associated with the use, care, and data management of the approved ADMS.

Provide per hour costs by position based on weekly hours as provided below and calculate the extended costs were shown.

POSITION	WEEKLY HOURS	COST PER HOUR	TOTAL WEEKLY COST PER POSITION
Project Manager(s)**	60	\$ 95.00	\$ 5,700.00
Operations Manager(s)/ Field Coordinator(s)**	70	\$ 65.00	\$ 4,550.00
Debris Monitor Supervisor(s)**	84	\$ 49.00	\$ 4,116.00
Debris Monitor(s)(Field/Staging/Crew Leader(s))**	6300	\$ 39.00	\$ 245,700.00
Data Entry(s) / GIS Operator(s)**	50	\$ 28.00	\$ 1,400.00
Total Weekly Cost			\$ 261,466.00

*Contract rates listed above apply in all cases except when superseded by other Federal requirements such as FHWA Emergency Relief Program or others as applicable.

** Positions and weekly hours listed above are part of the scenario based cost criteria. The weekly hours are provided as a scenario for evaluation purposes only. Cost Per Hour per Position shall be part of the final agreement. It is upon the proposer to make sure all costs are included in the Cost Per Hour per Position.

TO BE STARTED WITHIN 24 hrs CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Bidders should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the bid may be grounds to reject the bid.

Are there any modifications to the bid or specifications?

YES _____ NO X _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the Town.

MODIFICATIONS:

Bidder will submit his/her bid on the Town's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Town's Form may result in the Bidder/Bid being declared non-responsive by the Town.



Form 2 – Affidavit Certification of Immigration Laws

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP-18-26-PW SOLICITATION NAME: Disaster Debris Monitoring for Town of Fort Myers Beach

TOWN WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

TOWN OF FORT MYERS BEACH MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY TOWN OF FORT MYERS BEACH.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Thompson Consulting Services, LLC

[Signature] President 7/2/2018
Signature Title Date

STATE OF Florida
TOWN OF City of Lake Mary

The foregoing instrument was signed and acknowledged before me this 2 day of July
20 18, by Jon Hoyle who has produced
(Print or Type Name)
(personally known) as identification.
(Type of Identification and Number)



[Signature]
Notary Public Signature

Briana Gardner
Printed Name of Notary Public

FF 947220 / 2/29/2020
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **TOWN of FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years. Please complete in chronological order with the most recent incident on starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.

Company Name: _____

Thompson Consulting Services, LLC

Type of Incident Alleged Negligence or Breach of Contract	Incident Date And Date Filed	Plaintiff (Who took action against your company)	Case Number	Court Town/State	Project	Claim Reason (initial circumstances)	Final Outcome (who prevailed)
None							

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **"NONE"** in the first **"Type of Incident"** box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Page Number: 1 Of 1 Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.



Form 5 - Affidavit Principal Place of Business

NOT APPLICABLE TO THIS PROJECT
AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)
 (Town Ordinance No. 17-01)

Instructions: Please complete all information that is applicable to your firm

Company Name: Not Applicable

Printed name of authorized signer

Title

⇒

Authorized Signature

Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **TOWN RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of

Town of

The foregoing instrument was signed and acknowledged before me this

_____ day of

2018

_____ who has produced

_____ as identification (or personally known)

Type of ID and number

⇒

Notary Public Signature

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of:

_____ Lee County

_____ Collier County

_____ Non-Local

Local Business Tax License #

2. Address of Principal Place of Business:

3. Number of years at this location

_____ years

4. Have you provided goods or services to Town of Fort Myers Beach on a regular basis within the past 3 consecutive years

Yes* _____

No _____

*If yes, attach contractual history for past 3 consecutive years

5. Size of Facility (i.e. office, sales area, warehouse, storage yard, etc.)

6. Number of available employees for this contract

[illegible]

35

RFP 18-26-PW Disaster Debris Monitoring for Town of Fort Myers Beach

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Town of Fort Myers Beach
(Print name of the public entity)

by Jon Hoyle, President
(Print individual's name and title)

for Thompson Consulting Services, LLC
(Print name of entity submitting sworn statement)

whose business address is 1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746

(If applicable) its Federal Employer Identification Number (FEIN) is 45-2015453

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

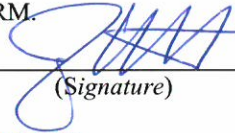
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

X Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

7/2/2018

(Date)

STATE OF Florida

TOWN OF City of Lake Mary

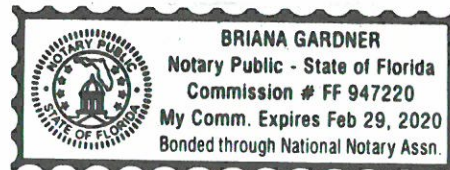
PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jon Hoyle

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 2 day of July, 2 018.


(NOTARY PUBLIC)

My Commission Expires: 2/29/2020



Form#8: Trench Safety (Required for Construction Projects Only)

TRENCH SAFETY - Not Applicable

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
.....				
A. <u>Not applicable.</u>	_____	_____	_____	_____
B. _____	_____	_____	_____	_____
C. _____	_____	_____	_____	_____
D. _____	_____	_____	_____	_____
TOTAL \$ _____				

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

(Signature)

(Company Name)

STATE OF _____
TOWN OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

(signature line for notary public)

(name of notary typed, printed or stamped)

(title or rank)

My commission expires:

_____ (serial number, if any)

BID BOND - Not Applicable

Complete EITHER Town of Fort Myers Beach Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

_____ as Principal, and
(BIDDER'S Name)

_____ a Corporation licensed to do
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto TOWN OF FORT MYERS BEACH, FORT MYERS BEACH, FLORIDA, a Political Subdivision of the State of Florida, in the SUM OF _____

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

SIGNED AND SEALED this _____ day of _____, _____

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

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the TOWN and provide other Insurance as may be required to the TOWN within seven (7) calendar days after the written Notice of Award date, or within such extended period as the TOWN may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said TOWN in money the difference between the amount of the Bid of said Principal and the amount for which said TOWN may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said TOWN if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Town of Fort Myers Beach Town Council that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

(Principal) (SEAL)

(By) _____

Printed Name

Witness as to Surety:

(Surety's Name) (SEAL)

(By-As Attorney-in-Fact, Surety)

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



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Limited Liability Company
THOMPSON CONSULTING SERVICES, LLC

Cross Reference Name

THOMPSON CONSULTING SERVICES, LLC

Filing Information

Document Number	M11000002276
FEI/EIN Number	45-2015453
Date Filed	05/05/2011
State	DE
Status	ACTIVE
Last Event	DROPPING DBA
Event Date Filed	01/20/2012
Event Effective Date	NONE

Principal Address

1135 TOWNPARK AVE STE 2101
LAKE MARY, FL 32746-4790

Changed: 04/10/2013

Mailing Address

1135 TOWNPARK AVE STE 2101
LAKE MARY, FL 32746-4790

Changed: 04/10/2013

Registered Agent Name & Address

VCORP SERVICES, LLC
5011 SOUTH STATE ROAD 7, SUITE 106
DAVIE, FL 33314

Address Changed: 09/21/2011

Authorized Person(s) Detail

Name & Address

Title MGR

COUNSELL, NATHANIEL T
1135 Townpark Avenue
Ste 2101

Lake Mary, FL 32746

Title MGR

HOYLE, JON M
1135 Townpark Avenue
Ste 2101
LAKE MARY, FL 32746

Title MGR

MANNING, MICHAEL V
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Title MGR

BAKER, JOHN, III
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Title MGR

SHUMOCK, JAMES H
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Annual Reports

Report Year	Filed Date
2016	03/07/2016
2017	01/18/2017
2018	03/28/2018

Document Images

03/28/2018 -- ANNUAL REPORT	View image in PDF format
01/18/2017 -- ANNUAL REPORT	View image in PDF format
03/07/2016 -- ANNUAL REPORT	View image in PDF format
04/06/2015 -- ANNUAL REPORT	View image in PDF format
06/09/2014 -- ANNUAL REPORT	View image in PDF format
04/10/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- Dropping Alternate Name	View image in PDF format
05/05/2011 -- Foreign Limited	View image in PDF format



**ADDENDUM TO
CONTRACT DOCUMENTS**

BID NO:

RFP-18-26-PW

Addendum No.: **01**

Contract / Project Name: Disaster Debris Monitoring for the Town of Fort Myers Beach

Date of Issue: July 2, 2018

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

THE RFP DUE DATE HAS BEEN EXTENDED TO:

MONDAY, JULY 16, 2018 by 2:00 PM

The following inquiries were received via email regarding the above referenced bid.

1.	The bid bond requirement has been removed from this RFP. There is NO bid bond required to submit a response to the bid.
2.	A Sample Agreement has been included. Any contract exceptions
Q.	<i>"On page 22, Required Proposal Format and Response Information. It goes from Tab 6 Data Management to Tab 8 Required Documents. There is no Tab 7, should Tab 7 be Required Documents?"</i>
A.	There is not Tab 7. You may either go directly from Tab 6 to Tab 8 or change Tab 8 to Tab 7.

Q.	<i>"On page 25, Solicitation Response Forms starts in the middle of the page. Will the Town reissue the form in a more clean-looking appearance?"</i>
A.	No, please use the form provided.
Q.	<i>"Under Section 4.3 Submission Format – Item 4.3.3. states "Proposals responses to the criteria should not exceed 15 pages. Attachments are not limited but should be concise" Is there a page limit to the proposal response as a whole or is each section or "tab" of the proposal not to exceed 15 pages? Are resumes included in the page limitation(s)?"</i>
A.	Each tabbed section should not exceed 15 pages, resumes included.
Please Print:	Thompson Consulting Services, LLC / 407-792-0018 Company Name / Phone Number



1. Requested Motion:

Meeting Date: March 1, 2021

Adopt Resolution 21-15 Ratifying action of the Town Council taken at their February 16, 2021 meeting to expand the scope for the beach renourishment project to include Central and South Beach Segments designated as Critically Eroded by the FDEP and request \$50,000 in additional TDC Grant funds to allow for concurrent design and permitting of the extension providing for time and cost efficiencies.

Why the action is necessary:

The Project will restore storm damage reduction benefits, enhance recreational use of the beach, and provide nesting habitat for sea turtles and shorebirds. The beach will be widened as sand is imported from outside the system. The added beach width will afford greater recreational opportunities at public beach accesses and hotels that are utilized by residents and tourists alike.

What the action accomplishes:

Concurrent permitting and design of the Northern, Central and Southern segments of critically eroded beach will provide time and cost efficiencies for the Town. In addition, having the entire 5.8 mile reach of critically eroded beach permitted would give the Town the ability to renourish more readily as the need arises. Another benefit is that the additional reach qualifies the project for a higher ranking for State funding per 61B-36.006 FAC.

2. Agenda:

CONSENT AGENDA

3. Requirement/Purpose:

4. Submitter of Information:

5. Background:

This item was taken to Town Council at a the February 16, 2021 for consideration and approval.

Between April-December 2011, Lee County constructed the Estero Island Beach Project along the North Beach segment and installed the terminal groin on the northern end. 403,000 cubic yards (CY) of sand were excavated and placed in the beach fill between FDEP monuments R174.6:R181.5 (North Segment). The beach was restored utilizing sand from the Matanzas Pass ebb shoal borrow area. Annual monitoring demonstrates the beach has eroded into the design template. The Town desires to pursue the first renourishment event. The North Beach segment project will follow the original design and utilize the same borrow area.

The Town of Fort Myers Beach is proceeding with the design and permitting of the Estero Island Beach Renourishment project along the North Beach segment extending from FDEP monument R174.6 to R181.5. Permits for beach renourishment over 15 years will be pursued from the Florida Department of Environmental Protection and U.S. Army Corps of Engineers. The Town is requested funding for design and permitting of the extension concurrent with the North Beach segment to provide for cost and time efficiencies. This request is to extend the beach fill plan to address all of the State designated critically eroding shoreline segments which extend from the southern limit of the previously permitted project, R181.5, to R200 (Central Segment), and from R203 to R207 (Southern Segment).

\$300,000 has been received for the Design and Permitting of the North Beach segment in FY 20/21. A \$50,000 request for FY21/22 is to supplement these funds to allow for concurrent design and permitting of the extension providing for time and cost efficiencies.

Specific to the Central and South Beach segments, the scope of work is as follows: Utilizing the annual monitoring surveys and available data, conduct plan formulation and alternatives analysis to determine the design beach fill template, advanced nourishment, and renourishment cycle for the selected design storm and level of storm damage reduction benefits. Prepare preliminary and final design of the beach fill plans. Prepare Joint Coastal Permit Application documents. Conduct fiscal analysis for pursuing state cost sharing and outline funding strategy for local funding contribution. Conduct mean high water survey and prepare and process Erosion Control Line. The analysis will also review the erosion rates between R200 and R203 and render a recommendation if designation of critical erosion should be pursued from the State and included in the Project.

The Project will restore storm damage reduction benefits, enhance recreational use of the beach, and provide nesting habitat for sea turtles and shorebirds. The beach will be widened as sand is imported from outside the system. The added beach width will afford greater recreational opportunities at public beach accesses and hotels that are utilized by residents and tourists alike.

Project Design/Timeline

Design and Permitting: 18-Months (Concurrent with North Beach)

Construction: 7 Months (2 Months-Central Beach, 5 Months-North Beach)

Long-Term Monitoring: 3-Years Post-Construction

Attachments:

1. 21-15, Ratify Beach Renourishment Scope Expansion
2. Project Location Map 2021-22_Beach_Shoreline_Funding_Request_Estero Extension 20200210

Financial Impact:

\$300,000 has been received for FY20/21 Design and Permitting of the North Beach segment. The FY21/22 \$50,000 request from the TDC is to supplement these funds to allow for concurrent design and permitting of the extension providing for time and cost efficiencies.

State and TDC cost share is subject to adjustment for the level of public accessibility calculated for beach management projects. Further study is required to determine the level of financial impact to the Town for the Central and Southern Segments.

6. Alternative Action

7. Management Recommendations:

8. Recommended Approval:

Chadd Chustz, Environmental Project Manager
Daphnie Bercher, Community Services Administrator
Walter Pierce, Finance Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk

Created/Initiated - 2/22/2021
Approved - 2/23/2021
Approved - 2/24/2021
Approved - 2/24/2021
Approved - 2/24/2021

RESOLUTION NUMBER 21-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, RATIFYING THE EXPANSION OF THE SCOPE OF THE TOWN'S BEACH RENOURISHMENT PROJECT AND AUTHORIZING THE TOWN MANAGER TO SEEK ADDITIONAL FUNDING FOR THE PROJECT FROM THE LEE COUNTY TOURIST DEVELOPMENT COUNCIL; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, the Town is expanding the scope of the proposed beach renourishment project ("Project") to include the central and south beach segments designated as critically eroded by Florida Department of Environmental Protection (FDEP); and

WHEREAS, the Town directs the Town Manager to request \$50,000 in additional grant funding from the Lee County Tourist Development Council ("TDC") for concurrent design and permitting of the Project for time and cost efficiencies.

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

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

Section 2. The expansion of the Project to include the central and south beach segments designated as critically eroded by FDEP is approved.

Section 3. The Town Manager, or his designee, is authorized to request \$50,000 in additional grant funding from the TDC for the Project.

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 vote, the result was as follows:

Raymond P. Murphy, Mayor
Rexann Hosafros, Vice Mayor
Dan Allers, Councilmember
Bill Veach, Councilmember
Jim Atterholt, Councilmember

ADOPTED this 1st day of March 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, Mayor

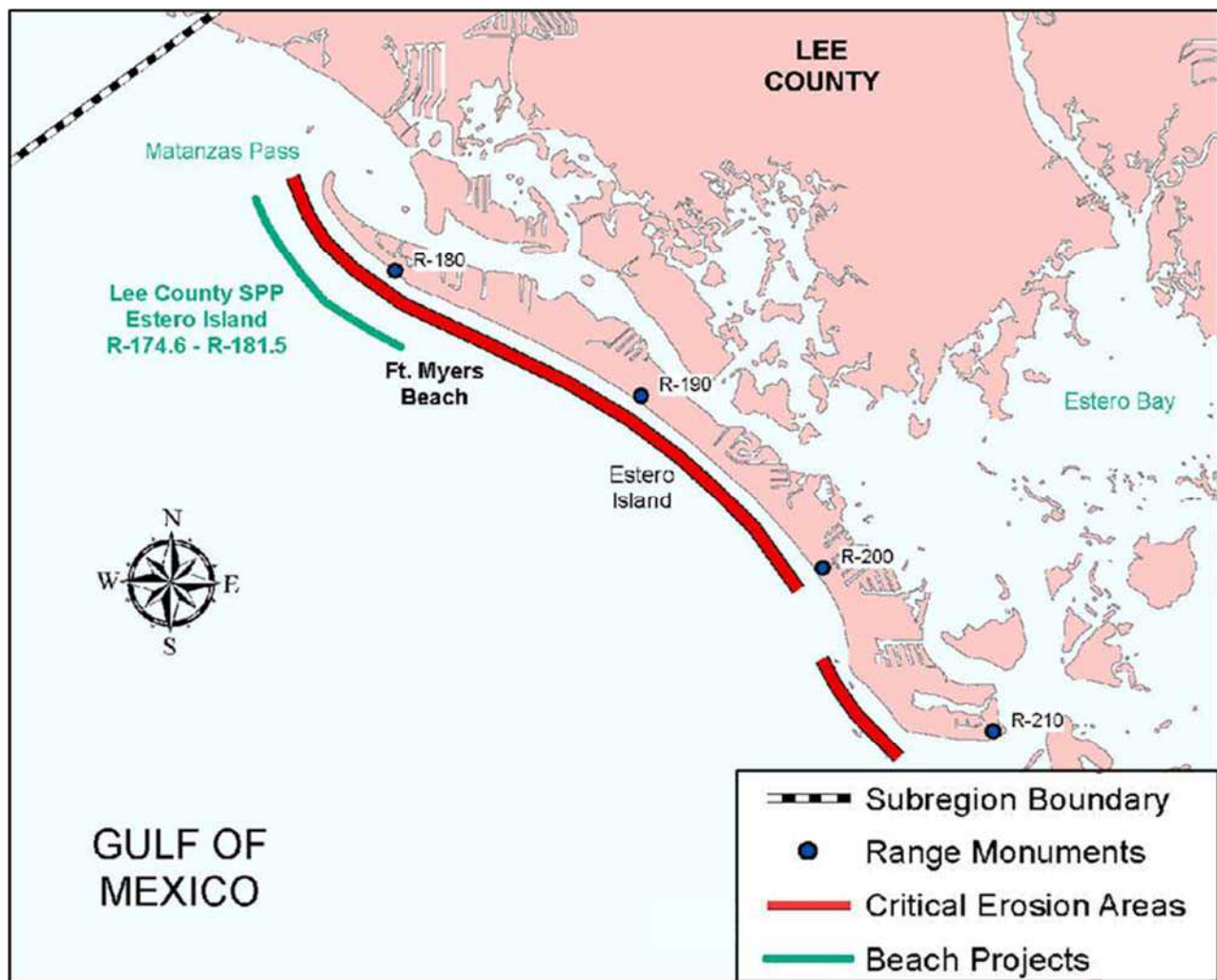
ATTEST:

Amy Baker, Town Clerk

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

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this _____ day March 2021.



1. Requested Motion:

Meeting Date: March 1, 2021

Recommend approval of a variance from Land Development Code Chapter 34 Article IV Division 2 Sec. 34-1174(b) to allow the construction of two (2) accessory structures - a garage and pool - in front of the principal structure located at 5730 Estero Blvd.

Staff recommends approval with original conditions.

Why the action is necessary:

The LDC requires a variance in order to allow a detached accessory structure in front of the principal structure.

What the action accomplishes:

Permits the garage to be detached and forward of the house and allows the pool to be forward of the house.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

Resolution

4. Submitter of Information:

5. Background:

The applicant needs a variance from Land Development Code Chapter 34 Article IV Division 2 Sec. 34-1174(b) to to allow the construction of two (2) accessory structures - a garage and pool - in front of the principal structure. Otherwise, the Land Development Code mandates that all accessory structures be placed behind the front of the primary structure.

LPA discussed recommending removing of Condition 4, *Any violation of the conditions of approval shall be subject to a penalty of \$500 per day, per incident.* LPA voted 7-0 approval with remaining conditions.

Attachments:

1. Resolution 21-16
2. VAR20200091 - 5730 Estero Blvd - Staff Report
3. PH APP
4. PH -B APP - Original
5. PH-B APP Revised
6. Survey from Application
7. Letters to Adjacent Property Owners
8. 5730 Estero - VAR - Notice To Neighbors
9. Draft 02.09.2021 LPA minutes
10. 5730 Estero - VAR - Notice To Neighbors - Council

Financial Impact:

6. Alternative Action

Approve/Approve with Conditions/Deny

7. Management Recommendations:

Approve with original conditions

8. Recommended Approval:

Carl Benge, Assistant Community Development Director
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/24/2021
Approved - 2/24/2021
Approved - 2/24/2021
Approved - 2/24/2021
Final Approval - 2/24/2021

RESOLUTION NUMBER 20-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING/DENYING VARIANCE 20200091 TO ALLOW THE CONSTRUCTION OF TWO (2) ACCESSORY STRUCTURES - A GARAGE AND POOL - IN FRONT OF THE PRINCIPAL STRUCTURE FOR THE PROPERTY LOCATED AT 5730 ESTERO BOULEVARD; 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, Joe McHarris, architect and agent for the owner (“Applicant”) of the property located at 5730 Estero Blvd (“Property”), is requesting a variance from Sec. 34-1174(b) of the Town of Fort Myers Beach Land Development Code (“LDC”), which does not allow accessory structures to be located closer to the street right-of-way than the principal building ; and

WHEREAS, the Applicant has indicated that the STRAP number for the subject property is 33-46-24-W2-0030B.0030.

WHEREAS, the Property is located in the “Mixed Residential” category of the Future Land Use Map of the Comprehensive Plan and the “Residential Single-Family” zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on February 9, 2021, and at said hearing the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons, as required by Section 34-87 of the LDC. The LPA voted 7-0 to recommend approval with conditions.

WHEREAS, on March 1, 2021 the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by Section 34-87 of the LDC; and

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

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

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

Section 2. The Town Council determines the Applicant **did/did not** meet its burden of proof that the requested Variance **do/do not** meet the requirements of the Town Comprehensive Plan and LDC, and approving the Variance **is/is not** in the best interest of the Town to approve. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties and public, the Town Council **APPROVES/DENIES** the Variance from Section 34-1174(b) of the LDC to allow the construction of a detached garage and pool in front of the principal structure.

Section 3. In **approving/denying** the Variance, the Town Council makes the following findings and conclusions in accordance with the requirements of Sections 34-84 and 34-87 of the LDC:

- A. There **are/are not** exceptional or extraordinary conditions or circumstances that are inherent to the property in question, and the request **is/is not** for a de minimis variance under circumstances or conditions where rigid compliance is not essential to protect public policy.
- B. The conditions justifying **approval/denial** of the variance **are/are not** the result of actions of the Applicant taken after the adoption of the regulation in question.
- C. The variance **is/is not** the minimum variance that will relieve the Applicant of an unreasonable burden caused by the application of the regulation to the Property.
- D. The **granting/denial** of the variance **will/will not** be injurious to the neighborhood or otherwise detrimental to the public welfare.
- E. The conditions or circumstances on the Property **are/are not** of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.

Section 4. If the Town Council **approves** the requested variance, the following conditions of approval are imposed on the Applicant and the Property:

- A. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
- B. The variance shall only apply to the garage and pool as shown on the provided site plan. Alterations or substantial damage to either structure shall render the variance null and void.
- C. A restrictive covenant prohibiting conversion of the garage and storage area or any space above it to any unlawful uses, shall be recorded in the public records of Lee County.

D. Any violation of the conditions of approval shall be subject to a penalty of \$500 per day, per incident and the possible revocation of the approved variance.

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

Ray Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers	_____
Bill Veach	_____
Jim Atterholt	_____

ADOPTED this 2nd day of March, 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

Raymond P. Murphy, 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:**

John R. Herin, Jr., Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of March 2021.



Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: Variance

CASE NUMBER: VAR20200091

CASE NAME: 5730 Estero Blvd, to allow two accessory structures
-garage and pool- in front of principle structure

**TOWN COUNCIL
HEARING DATE:** March 1, 2021 at 9.00 AM

**STAFF
RECOMMENDATION:** Approve with original conditions

**PREPARED/
SUBMITTED BY:** Carl Benge/ Jason Green AICP

I. APPLICATION SUMMARY

Applicant/Owner: Joe McHarris

Request: The applicant is seeking variances from Sec. 34-1174(b)
to allow detached garage and pool forward of the
primary structure

Subject property: See attached survey

Physical Address: 5730 Estero Blvd

STRAP #: 33-46-24-W2-0030B.0030

FLU: Mixed Residential

Zoning: Residential Single Family (RS)
Current use(s): Single-Family Dwelling

Adjacent zoning and land uses:

North: RESIDENTIAL SINGLE FAMILY (RS)

	Gulf, Single-family residence
South:	RESIDENTIAL SINGLE FAMILY (RS) Gulf, Single-family residence
East:	RESIDENTIAL SINGLE FAMILY (RS) Single-family residence
West:	Waterbody Gulf

II. BACKGROUND AND ANALYSIS

Background:

Joe McHarris, the applicant for 5730 Estero Blvd, are requesting variances from Sec. 34-1174.(b), to would allow a detached garage and pool in front of the primary structure. The applicant is suggesting there is insufficient room to the side and rear of property to allow for the improvements to comply to current setbacks.

The house was built in 1946 with renovation occurring in 1982, 1999, 2000, 2013, 2018, 2019, and the new garage has been applied for permitting. The applicants bought the said property in January of 2017 and wish to make renovations and upgrades to the home.

Analysis:

This property is typical of gulf properties. The primary structure is located at the rear of the property, away from the street and more towards the gulf. The proposed improvements will also be within building setback requirements.

Neighborhood Compatibility:

In a review of aerial photography of the neighborhood, staff found some examples of properties with similar layouts as found at 5730 Estero Blvd. Staff also found other examples of property layouts like what is being proposed by the applicant, with accessory structures forward of the primary structure.

Findings and Conclusions:

LDC Sec. 34-87 sets forth the required findings and conclusions for the approval of a variance:

- a. *That there **are**/are not exceptional or extraordinary conditions or circumstances that are inherent to the property in question, or that the request **is**/is not for a de minimis variance under circumstances or conditions where rigid compliance is not essential to protect public policy.*

The property with the house is existing, with the home pushed back towards the gulf. The home has a detached garage currently forward (to street) of the

primary structure. A variance would not be required if a breezeway or other structure would connect the garage and primary structure together. Taking off a breezeway to no-where is not essential to public health/policy, and this change is very minor and cannot be seen from public view, only the neighbors, who have no objections.

- b. *That the conditions justifying the variance are/**are not** the result of actions of the applicant taken after the adoption of the regulation in question.*

These conditions are not the result of owner actions. The house was built prior to the Town adopted regulation prohibiting accessory structures forward of the primary structure.

- c. *That the variance granted **is**/is not the minimum variance that will relieve that applicant of an unreasonable burden caused by the application of the regulation in question to his property.*

The separation between structures allows the minimum for access.

- d. *That the granting of the variance will/**will not** be injurious to the neighborhood or otherwise detrimental to the public welfare; and*

Staff agrees with analysis that with or without the breezeway it does not change the location or appearance of the garage from the front the primary structure.

- e. *That the conditions or circumstances on the specific piece of property for which the variance is sought are/**are not** of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.*

Basis of the variance is the age of the principal structure and the location prevents locating accessory structures behind the primary structure. These conditions/circumstances which we are seeking are not of a nature as to amend the regulations in question. These circumstances tend to be unique and viewed on a case-by-case basis.

III. RECOMMENDATION

Staff finds that the variance for the detached garage and pool would not be needed if the garage were attached to the primary structure, allowing the pool to be located adjacent to the attached garage. The variance is required to allow the proposed garage and pool location to be in front of the primary structure which was built to the rear of the property before the Town adopted setbacks for accessory structures.

Therefore, staff recommends **APPROVAL WITH CONDITIONS** of VAR20200091, for the detached garage and pool to be forward of the primary structure. As shown on site plan.

IV. CONDITIONS OF APPROVAL

1. *Approval of this variance does not give the developer an undeniable right to permit approval. Development or redevelopment of the subject property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and Land Development Code in effect at the time of permit approval, except as specifically modified herein.*
2. *The variances shall only apply to the garage and pool as shown on the provided site plan. Alterations or substantial damage to either structure shall render their respective variance to be null and void.*
3. *A restrictive covenant prohibiting conversion of the garage and storage area or any space above it to any unlawful uses, shall be recorded in the public records of Lee County.*
4. *Any violation of the conditions of approval shall be subject to a penalty of \$500 per day, per incident.*

Staff Report Exhibits:

A – Survey

B – Complete Application

C – Letter to Adjacent Property Owners

PROJECT NUMBER:

DATE:

OCT 20 2020

Received by: 20200291

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION for PUBLIC HEARING

This is a two part application. Please be sure to fill out this form, which requires general information, as well as the Supplemental Form application specific to action requested for the subject property. Please submit *one ORIGINAL paper copy, fourteen (14) copies* of all required applications, supplemental information, exhibits and documents. Please do not print and copy the instructions at the end of the application. In addition to application fees, the applicant is required to pay for (2) sets of mailings to neighboring property owners within 500', and all advertising fees.

Site Address: 5730 Estero Blvd.STRAP Number: 33-46-24-W2-0030B.0030Applicant: Joe McHarrisPhone: 239-821-4999 (C)Contact Name: Joe McHarrisPhone: 239-948-6688 (O)Email: Joe@mcharris.com

Fax: _____

Current Zoning District: RFuture Land Use Map (FLUM) Category: Mixed ResidentialFLUM Density Range: N/APlatted Overlay: ☐ YES ☒ NO

ACTION REQUESTED

☐ Special Exception☒ Variance☐ Conventional Rezoning☐ Planned Development ☐ Commercial ☐ Residential☐ Master Concept Plan Extension☐ Appeal of Administrative Action☐ Vacation of Platted Right-of-way and Easement☐ Other – cite LDC Section: _____

SUPPLEMENTAL FORM REQUIRED

PH-A

PH-B

PH-C

PH-D

PH-E

PH-F

PH-G

attach on separate sheet

PROJECT NUMBER:

DATE:

PART I - General Information

A. Applicant*: Joe McHarris Phone: 239-821-4999

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

Applicant Mailing Address: 11338 Bonita Beach Road, suite 103, Bonita Springs

Email: Joe@mcharris.com Fax: n/a

Contact Name: Joe Phone: 239-821-4999

B. Relationship of Applicant to subject property:

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

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

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

Name: Joe McHarris Phone: 239-821-4999

Address: 11338 Bonita Beach Road, Suite 103, Bonita Springs, FL

Email: Joe@McHarris.com Fax: n/a

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

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

PROJECT NUMBER: _____

DATE: _____

Name: _____

Phone: _____

Address: _____

Email: _____

Fax: _____

PART II - Nature of Request

Requested Action (each request requires a separate application)

☐ Special Exception

☒ Variance from LDC Section divison 2 - Section 34-1174

☐ Conventional Rezoning from _____ to _____

☐ Planned Development

☐ Rezoning from _____ to ☐ Commercial PD ☐ Residential PD

☐ Amendment. List the project number: _____

☐ Extension/reinstatement of Master Concept Plan. List project number: _____

☐ Appeal of Administrative Action

☐ Vacation ☐ Right-of-Way ☐ Easement

☐ Other. Please Explain: _____

PART III - Waivers

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

Code Section: _____

Description: _____

Code Section: _____

Description: _____

Code Section: _____

PROJECT NUMBER:

DATE:

Description: _____

PART IV - Property Ownership

☐ Single Owner (individual or husband and wife)

Name: Mr and Mrs Holcomb Phone: 612-819-9519

Mailing Address: 10224 ANTLERS RIDGE EDEN PRAIRIE MN 55347

Email: blholcomb57@gmail.com Fax: n/a

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

☐ Complete Disclosure of Interest Form (see below)

☐ Attach list of property owners as Exhibit 4-1

☐ Attach map showing property owners interests as Exhibit 4-2 (for multiple parcels)

☐ For condominiums and timeshares see Explanatory Notes Part IV (Page 11)

DISCLOSURE OF OWNERSHIP INTEREST

STRAP: 33-46-24-W2-0030B.0030

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

Name and Address

Percentage Ownership

Brian and Karen Holcomb

100%

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

PROJECT NUMBER:

DATE:

Name, Address and Office

Percentage of Stock

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

Name and Address

Percentage of Interest

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

Name and Address

Percentage of Ownership

PROJECT NUMBER:

DATE:

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

Name, Address and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of Contract:

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

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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



Signature

Joe McHarris

Printed Name

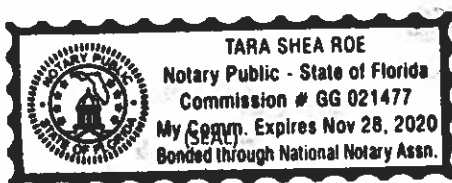
10/14/2020

PROJECT NUMBER:

DATE:

STATE OF FLORIDA)
COUNTY OF LEE)

Subscribed and sworn to (or affirmed) before me this 14 day of October
20 20, by JOSEPH McHARRIS.



Tara Shea Roe
Notary Public Signature

TARA SHEA ROE
Notary Printed Name

Personally Known ☒ or Produced Identification ☐

Type of Identification Produced: _____ My Commission Expires: Nov 28, 2020

PART V – Property Information

A. Legal Description:

STRAP: 33-46-24-W2-0030B.0030

Property Address: 5730 Estero Blvd.

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee County? ☒ No. Attach a legible copy of the legal description as Exhibit 5-1.

☐ Yes. Property identified in subdivision: _____

Book: _____ Page: _____ Unit: _____ Block: _____ Lot(s): _____

B. Boundary Survey:

☒ Attach a Boundary Survey of the property meeting the minimum standards of Chapter 61G17-6 of the Florida Administrative Code. A Boundary Survey must bear the raised seal and original signature of a Professional Surveyor and Mapper licensed to practice Surveying and Mapping by the State of Florida. Attach and label as Exhibit 5-2.

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 75 feet

PROJECT NUMBER:

DATE:

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

Frontage on street: 75 feet. Frontage on waterbody: 75 feet

Total land area: 16,500 ☐ acres ☒ square feet

D. General Location of Subject Property (from Sky Bridge or Big Carlos Pass Bridge):
5730 Estero Blvd.

☒ Attach Area Location Map as Exhibit 5-3

E. Property Restrictions (check applicable):

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

☐ A list of deed restrictions and/or covenants affecting the subject property is attached as Exhibit 5-4.

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

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

☒ Attach a list of surrounding property owners within 500 feet as Exhibit 5-6.

☒ Attach a map showing the surrounding property owners as Exhibit 5-7.

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

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

☐ Low Density

☐ Marina

☒ Mixed Residential

☐ Recreation

☐ Boulevard

☐ Wetlands

☐ Pedestrian Commercial

☐ Platted Overlay

H. Zoning (see official Zoning Map):

☒ RS (Residential Single-family)

☐ CF (Community Facilities)

☐ RC (Residential Conservation)

☐ IN (Institutional)

PROJECT NUMBER:

DATE:

- | | |
|--|--|
| ☐ RM (Residential Multifamily) | ☐ BB (Bay Beach) |
| ☐ RPD (Residential Planned Development) | ☐ EC (Environmentally Critical) |
| ☐ CM (Commercial Marina) | ☐ DOWNTOWN |
| ☐ CO (Commercial Office) | ☐ SANTOS |
| ☐ CB (Commercial Boulevard) | ☐ VILLAGE |
| ☐ CR (Commercial Resort) | ☐ SANTINI |
| ☐ CPD (Commercial Planned Development) | |

PART VI

AFFIDAVIT

APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

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

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

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

PROJECT NUMBER:

DATE:

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

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



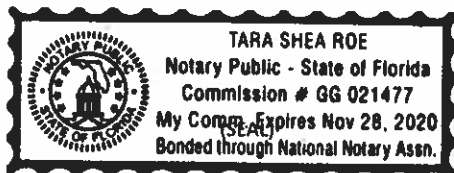
Signature of owner or authorized agent

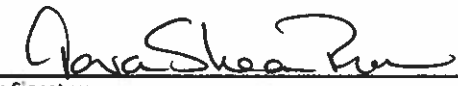
10/14/2020

Date

STATE OF FLORIDA)
COUNTY OF LEE)

Subscribed and sworn to (or affirmed) before me this 14 day of OCTOBER,
2020, by JOSEPH McHARRIS.





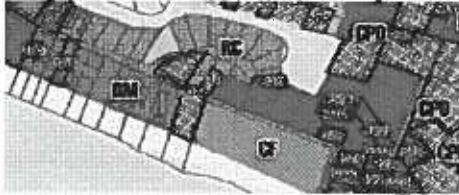
Notary Public Signature

TARA SHEA ROE

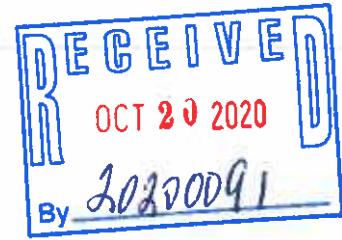
Notary Printed Name

Personally Known ☒ or Produced Identification _____

Type of Identification Produced: _____ My Commission Expires: NOV 28, 2020

Town of Fort Myers Beach
Department of Community Development

Zoning Division

**Supplement PH-B****Additional Required Information for a
Variance Application**

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

Case Number:
Project Name: <u>Holcom 6 RESIDENCE</u>
Authorized Applicant: <u>JOE McHARRIS</u>
LeePA STRAP Number: <u>33-46-24-W2-0030B.0030</u>

Current Property Status:	
Current Zoning: <u>RESIDENTIAL</u>	
Future Land Use Map (FLUM) Category: <u>MIXED RESIDENTIAL</u>	
Comp Plan Density: <u>N/A</u>	Platted Overlay? ☐ Yes ☒ No

Variance is requested from:

LDC Section Number

Title of Section or Subsection

<u>DIVISION 2.- ACCESSORY USES, BUILDINGS</u>
<u>& STRUCTURES</u>
<u>SEC. 34-1174- Location & Setback Generally (b)</u>

Complete the narrative statements below for EACH variance requested.

PART I
Narrative Statements

Request for variance from 34 1174 (LDC Section number)

Explain the specific regulation contained in this section from which relief is sought:

"No Accessory Use, Building or Structure shall be located closer to a Street Right of Way Line or Street Easement than the principle Building..."

BASED ON THE ABOVE, WE CAN NOT BUILD any structure Forward of the existing home unless it is ATTACHED to the main/principle structure. NO pools, NO garage/detached, Nothing.

The house was BUILT this way in 1948 AND has a NON-CONFORMING garage IN front of the principle structure today.
see exhibit "B"

Reasons for request

Explain why the variance is needed:

1.) This rule is designed for traditional properties NOT located on the Gulf. Gulf Home's typically reverse their frontage away from street & toward the back for better views of the water leaving open area along the street, like a back yard.

2.) There are other examples of Accessory structures being allowed with similar circumstances see attached examples Exhibit (A)

3.) We can meet the "Code" By adding a breeze way to our attached detached garage, making it part of the principle structure, then allowing the pool to be placed in the front yard, but this is silly

Explain the possible effect the variance, if granted, would have on surrounding properties:

- 1.) NONE,
- 2.) PLEASE SEE ATTACHED letter exhibit "B" FROM BOTH adjacent Neigh Bours STATING they DO NOT have any issues with the plan (see ~~name~~ exhibit "C" & "D".
- 3.) The view FROM the ROAD & the Beach, will be exactly the same. The only change on the side is a connecting roof, which the Neigh Bours Acknowledged that they do NOT CARE ABOUT

Explain the hardship (what is unique about the property) that justifies relief from the regulation:

- 1.) Adding a breeze way connecting the house to the garage just to meet a code that was not intended for gulf front houses

Explain how the property qualifies for a variance. Direct this explanation to the guidelines for decision-making in LDC Section 34-87.

34-87(c)

- 1.) The property with the house is existing & with the house pushed back towards the curb.
 - The house has a detached garage currently forward (to street) of the principle structure
 - Taking off a breezeway to no-where is NOT essential to public health/policy, and this change is very minor & can NOT BE SEEN FROM PUBLIC VIEW, only the neighbors who have no objections
 - These type of conditions are inherent under these circumstances, see existing house, pool next door & exhibit "A".
- 2.) These conditions are NOT the result of owner action's AFTER Regulation adoption
- 3.) our request to remove a breezeway to no where & for no real reason is the minimum variance that will relieve the applicant's burden caused by the code.
- 4.) The granting of this variance will NOT BE INJURIOUS to the Neighborhood or otherwise be detrimental to public welfare
- 5.) These conditions/circumstances which we are seeking are NOT of a nature AS to amend the regulations in question.

PART 2 Submittal Requirements

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

Required Items

- Public Hearing Request Form ✓
- Supplemental form PH-B ✓
- Site Plan (to scale) including the current use of all existing structures on the site, and those on adjacent properties within 100 feet of the perimeter; and a clear illustration of the proposed variance ✓

Guide to filing PH-B Additional Required Information for a Variance Application

Cover page

Case Number will be inserted by Community Development staff.

Project Name must be the same as the name used on the Request for Public Hearing form.

Applicant must be the same as on the Request for Public Hearing form.

STRAP numbers must be the same as on the Request for Public Hearing form.

Current status of property must be the same as on the Request for Public Hearing form.

"Variance is requested from..." Provide the section number and title of each section of the Fort Myers Beach Land Development Code from which a variance is being sought.

Narrative statements

If the application is for multiple variances, complete all of the narrative statements for each variance that is requested.

Site plan

The site plan must show all existing structures on the site; all existing structures within 100 feet of the perimeter boundary of the site; and a clear illustration of the proposed variance.

LDC Section 34-87

The guidelines for decision-making regarding a request for a variance are as follows:

1. Whether there are exceptional or extraordinary conditions or circumstances that are inherent to the property in question, or whether the request is for a *de minimis* variance under circumstances or conditions where rigid compliance is not necessary to protect public policy;
2. Whether the exceptional or extraordinary conditions justifying the variance are or are not the result of actions of the applicant taken after the adoption of the regulation in question;
3. Whether the requested variance is the minimum variance to relieve the applicant of an unreasonable burden caused by the application of the regulation in question;
4. Whether granting the variance would be injurious to the neighborhood or otherwise detrimental to the public welfare;
5. Whether the conditions or circumstances of the specific piece of property or the intended use of the property for which the variance is sought are of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.

Exhibit 5-3

Location Map

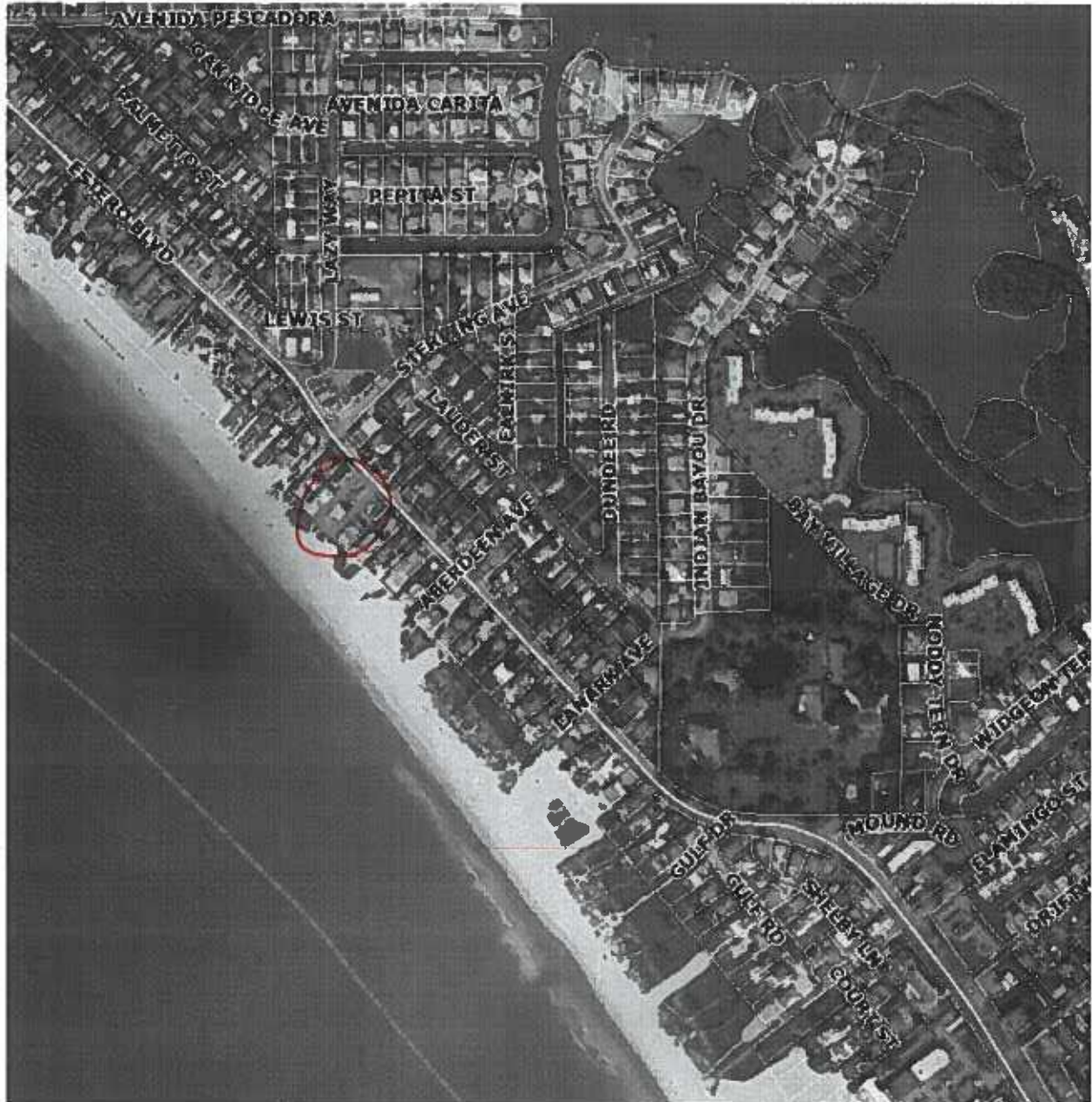


Exhibit 5-6

Surrounding Property Owners within 500 feet of 5730 Estero Blvd.

Exhibit A

Similar examples



STRAP	Folio	Owner Name	Site Address	Last Trans. Date	Last Trans. Amt	Just Value	Taxable Value
33-46-24-W2-00308.0020	10230359	CROWE KYLE R	5720 ESTERO BLVD, FORT MYERS BEA...	11-2015	\$ 935,000	\$ 1,888,737	\$ 1,888,737





STRAP	Folio	Owner Name	Site Address	Last Trans. Date	Last Trans. Am
33-46-24-W2-00308.0060	10230363	DREBES LAWRENCE T JR TR	5760 ESTERO BLVD, FORT MYERS BEA...	7-2019	\$ 2,289,50

Exhibit B letter from the next door neighbor

August 18, 2020

Kyle Crowe
5720 Estero Blvd.
Fort Myers Beach, FL 33931

Kyle:

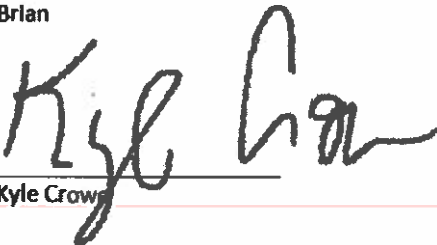
Per our discussion, we are asking the town of Fort Myers Beach to give us a variance for the final phase of our remodel. The variance would allow for the removal of a covered structure that would connect the new garage to our house, leaving us with a detached garage on the south side of our lot towards the street with an adjacent pool to the north of the garage. I have also attached a site plan.

If you have questions, please call me at (612) 819-9510.

Please sign below and return if you do not have any objection.

Thanks.

Brian



Kyle Crowe

August 18, 2020

Dick Rolfes
1016 Grand Isles Drive
Naples, FL 34108

Hi Dick:

Per our discussion last week, we are asking the town of Fort Myers Beach to give us a variance for the final phase of our remodel. The variance would allow for the removal of a covered structure that would connect the new garage to our house, leaving us with a detached garage on the south side of our lot towards the street with an adjacent pool to the north of the garage. I have also attached a site plan.

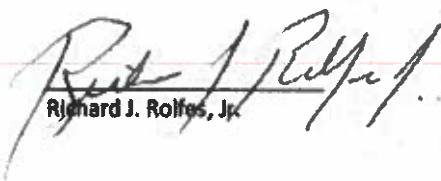
If you have questions, please call me at (612) 819-9510.

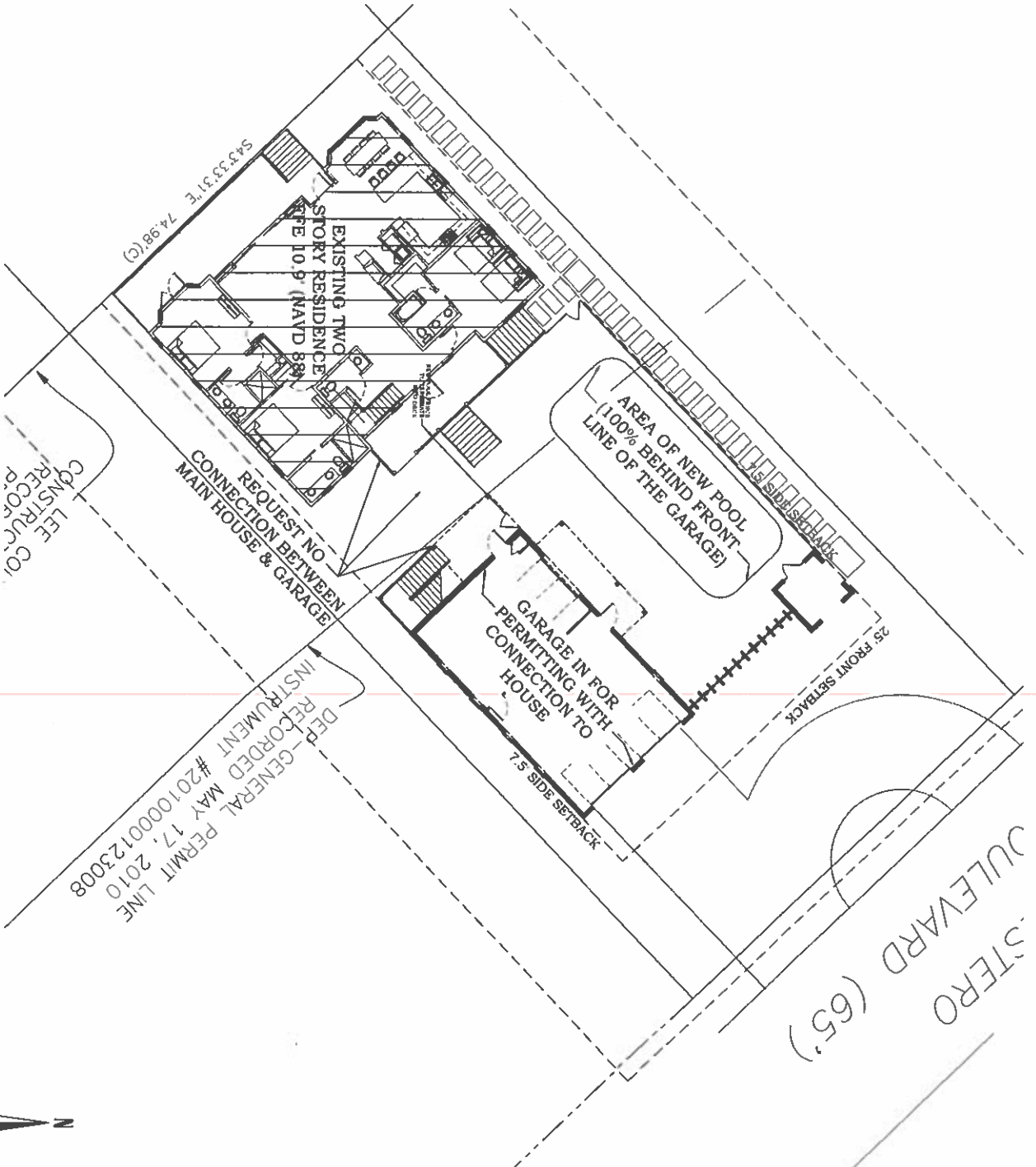
Please sign below and return in the enclosed Fed-Ex package if you do not have any objection.

Thanks.



Brian Holcomb
Bholcomb57@gmail.com


Richard J. Rolfes, Jr.



ENLARGED
ARCHITECTURAL SITE PLAN
1/8" = 1'-0"

[illegible]

Exhibit D

Existing conditions





Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-B

Additional Required Information for a Variance Application

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

Case Number:
Project Name: Holcomb
Authorized Applicant: Joe McHarris
LeePA STRAP Number: 33-46-24-w2-0030B.0030

Current Property Status: Residential
Current Zoning: Residential
Future Land Use Map (FLUM) Category: Mixed Residential
Comp Plan Density: n/a Platted Overlay? ☐ Yes ☒ No

Variance is requested from:

LDC Section Number

Title of Section or Subsection

Division 2-Accessory uses, buildings and structures
Section 34-1174-Location and setbacks generally (b)

Complete the narrative statements below for EACH variance requested.

PART I Narrative Statements

Request for variance from Section 34-1174 **(LDC Section number)**

Explain the specific regulation contained in this section from which relief is sought:
"no accessory use, building or structure shall be located closer to the street
Right of Way line or street easement than the principle building..."
The house is exsiting since 1948 and was pushed to the back of the property away from the street and close to the gulf.
Based on the above, we are not allowed to have a detached garage
and/or a pool on this property forward of the existing/principle structure
Currently the property has a non conforming accessory structure between the house
and the street.

Reasons for request

Explain why the variance is needed:
1) This rule is designed for traditional properties that are not located on the gulf
2) The existing home is built to the rear of the property and up against the Construction control line.
3) There are other examples of accessory structures in front of the principle
structure when located on the gulf, similiar to our situation.

Explain the possible effect the variance, if granted, would have on surrounding properties:

There is no impact on the surrounding properties.

The two adjacent properties have seen the site plan, and have signed an affidavit of no objection

Explain the hardship (what is unique about the property) that justifies relief from the regulation:

The house was built in 1948 up close to the gulf like many other properities.

The hardship is that the existing house, because of the coastal construction line, is not able to build anything behind the house. This forces

the owners to build in the front, forward of the principle structure

This is what is causing the conflict with the code

Explain how the property qualifies for a variance. Direct this explanation to the guidelines for decision-making in LDC Section 34-87.

1) Yes, There are exceptional circumstances and they do not impact public safety.

2) These conditions are not the result of actions of the owners
taken after the adoption of the regulations

3) This is the minimum to relieve the owners for the unreasonable burden caused by the regulation

4) This is not injurious to the neighbors or public welfare.

5) This request is not so general or recurring, as to warrant a change to the code

PART 2 Submittal Requirements

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

Required Items

- Public Hearing Request Form
- Supplemental form PH-B
- Site Plan (to scale) including the current use of all existing structures on the site, and those on adjacent properties within 100 feet of the perimeter; and a clear illustration of the proposed variance

Guide to filing PH-B Additional Required Information for a Variance Application

Cover page

Case Number will be inserted by Community Development staff.

Project Name must be the same as the name used on the Request for Public Hearing form.

Applicant must be the same as on the Request for Public Hearing form.

STRAP numbers must be the same as on the Request for Public Hearing form.

Current status of property must be the same as on the Request for Public Hearing form.

“Variance is requested from...” Provide the section number and title of each section of the Fort Myers Beach Land Development Code from which a variance is being sought.

Narrative statements

If the application is for multiple variances, complete all of the narrative statements for each variance that is requested.

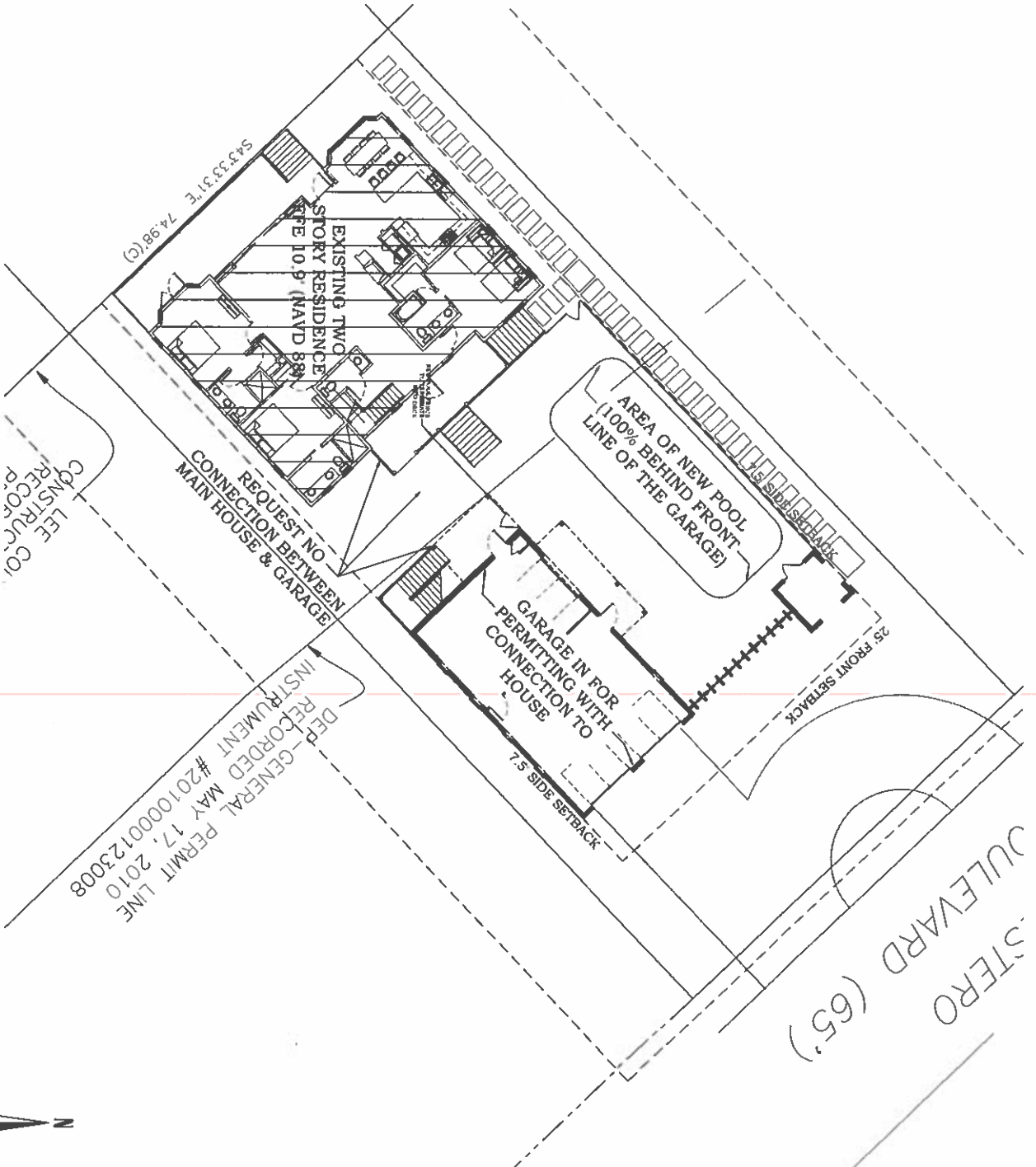
Site plan

The site plan must show all existing structures on the site; all existing structures within 100 feet of the perimeter boundary of the site; and a clear illustration of the proposed variance.

LDC Section 34-87

The guidelines for decision-making regarding a request for a variance are as follows:

1. Whether there are exceptional or extraordinary conditions or circumstances that are inherent to the property in question, or whether the request is for a *de minimis* variance under circumstances or conditions where rigid compliance is not necessary to protect public policy;
2. Whether the exceptional or extraordinary conditions justifying the variance are or are not the result of actions of the applicant taken after the adoption of the regulation in question;
3. Whether the requested variance is the minimum variance to relieve the applicant of an unreasonable burden caused by the application of the regulation in question;
4. Whether granting the variance would be injurious to the neighborhood or otherwise detrimental to the public welfare;
5. Whether the conditions or circumstances of the specific piece of property or the intended use of the property for which the variance is sought are of so general or recurrent a nature as to make it more reasonable and practical to amend the regulation in question.



ENLARGED
ARCHITECTURAL SITE PLAN
1/8" = 1'-0"

[illegible]

Exhibit B letter from the next door neighbor

August 18, 2020

Kyle Crowe
5720 Estero Blvd.
Fort Myers Beach, FL 33931

Kyle:

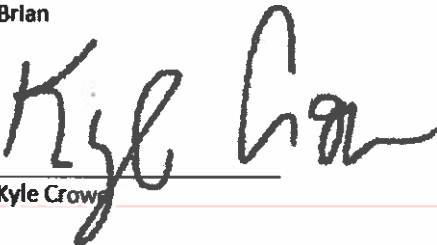
Per our discussion, we are asking the town of Fort Myers Beach to give us a variance for the final phase of our remodel. The variance would allow for the removal of a covered structure that would connect the new garage to our house, leaving us with a detached garage on the south side of our lot towards the street with an adjacent pool to the north of the garage. I have also attached a site plan.

If you have questions, please call me at (612) 819-9510.

Please sign below and return if you do not have any objection.

Thanks.

Brian



Kyle Crowe

August 18, 2020

Dick Rolfes
1016 Grand Isles Drive
Naples, FL 34108

Hi Dick:

Per our discussion last week, we are asking the town of Fort Myers Beach to give us a variance for the final phase of our remodel. The variance would allow for the removal of a covered structure that would connect the new garage to our house, leaving us with a detached garage on the south side of our lot towards the street with an adjacent pool to the north of the garage. I have also attached a site plan.

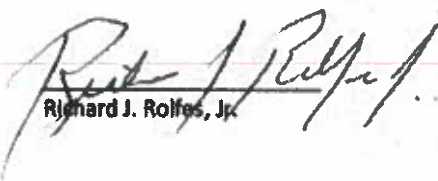
If you have questions, please call me at (612) 819-9510.

Please sign below and return in the enclosed Fed-Ex package if you do not have any objection.

Thanks.



Brian Holcomb
Bholcomb57@gmail.com


Richard J. Rolfes, Jr.



Town of Fort Myers Beach

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Case Number: VAR20200091

Case Name: 5730 Estero Blvd., Accessory Structures Location Variance

Applicant: Brian L & Karen D Holcomb

Location: 5730 Estero Blvd. STRAP #: 334624W20030B0030

Zoning: Residential Single Family (RS)

Request: Variances from Land Development Code Chapter 34 Article IV Division 2 Sec. 34-1174(b) for the proposed garage and pool to be in front of primary structure. The variance request is from the LDC requirement to allow the accessory structures in front of the primary structure.

Staff Report: Direct inquiries to:
Carl Benge, Community Development, email: cbenge@fmbgov.com
Fort Myers Beach Town Hall
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Notice is hereby given that the Local Planning Agency of the Town of Fort Myers Beach will hold a public hearing at a meeting beginning at **9:00 AM on February 9, 2021** regarding the case listed above. This hearing will take place at Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Florida, 33931.

You may appear in person, through counsel, or through an authorized agent and provide testimony, legal argument, or other evidence to become a participant in the hearing.

At this hearing the Local Planning Agency of Fort Myers Beach will review the case and make a recommendation to the Town Council on this matter. If any person should desire to have verbatim record of the proceedings, which record indicates the testimony and evidence presented, that person will have to make arrangements on their own.

Copies of the staff report are available for viewing at Fort Myers Beach Town Hall. Call 239-765-0202 for more information. Town Hall is open between the hours of 8:30 AM and 4:30 PM. Reasonable accommodations will be made in accordance with the Americans with Disabilities Act. If you need reasonable accommodation, contact Town Hall at 239-765-0202.



Fort Myers Beach Local Planning Agency

**Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931**

Minutes

Tuesday, February 9, 2021

9:00 AM

ORDER OF BUSINESS

I. CALL TO ORDER

Members present: Chair Megan Heil, Forrest Critser, Dan Hughes, Jane Plummer, Scott Safford, Karen Swanbeck and Patrick Vanasse.

II. INVOCATION

LPA Member Swanbeck.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

A. Minutes from 1/12/2021 Meeting

LPA Member Critser moved to approve the minutes; second by LPA Member Safford.

Motion approved 7-0.

V. PUBLIC HEARINGS

A. VAR20200091 5730 Estero Blvd

Recommend approval of a variance from Land Development Code Chapter 34 Article IV Division 2 Sec. 34-1174(b) to allow the construction of two (2) accessory structures - a garage and pool - in front of the principal structure.

Town Attorney Herin, Jr. swore in those providing testimony. Ex parte communications: All LPA Members disclosed a site visit or drive by except LPA Members Vanasse and Swanbeck.

Joe McHarris from McHarris Planning and Design represented the Holcomb family. He utilized slides for his presentation, including Existing Conditions, Requested Action/Variance, Reason for Request, Proposed Site Plan and

Impact to Public Safety and Surrounding Properties. Mr. McHarris stated that they were not interested in attaching the garage to the house with a breezeway.

Assistant Community Development Director Carl Bengé reviewed the background of the request. He indicated that a breezeway would not require a variance. Director Green stated that the restroom above the garage was conditioned and could not be converted to a habitable space.

LPA Member Hughes noted he supported the request. He questioned the sanctions regarding the restricted covenant. Town Attorney Herin, Jr. replied that the extreme remedy would be to remove the violation.

Mr. McHarris described landscaping and a fence along the front of the property.

Public comment:

Bobbie Kemp, resident, stated that the owners did a fantastic job and encouraged the LPA to grant the request.

Public comment closed.

Amended Motion: LPA Member Hughes moved to recommend approval of Variance 2020-0091, having found that it met the findings and conclusions on pages 8 and 9 in the packet, subject to the conditions of approval 1-4 as set forth on page 10, to eliminate condition 4 and the fine be subject to the general penal provisions of the LDC; second by LPA Member Plummer. LPA Member Plummer suggested that the \$500 per day fine be reduced to \$100 per day. Chair Heil stated that it was not their job to set penalties. Town Attorney Herin, Jr. stated that they could move to eliminate the language. LPA Member Hughes amended his motion and LPA Member Plummer amended her second.

Motion approved 7-0.

B. DCI 2020-0009 Myerside CPD Rezoning

DCI 2020-0009 Myerside CPD Rezoning

Ex parte communications: LPA Member Vanasse submitted a conflict of interest form (Form 8B). The applicant retained him to represent them and he would recuse himself from deliberations and voting. LPA Member Swanbeck - drive-by; Chair Heil - site visit and met with the owner; LPA Member Plummer - communications from 2015 but nothing regarding the current request; LPA Member Safford - site visit and met with the owner; LPA Member Critser - site visit and met with the owner; LPA Member Hughes - met with the owner.

Beverly Grady with Roetzel and Andres and Patrick Vanasse with RWA Engineering represented the owners. Attorney Grady reviewed the history of the cottages on the property. She indicated that the Town recommended that the property be rezoned for a small resort at a scale that fit the Town. She commented they were well within density and noted that staff recommended denial.

Slides displayed included: Request, Location, Future Land Use Map,

Redevelopment Intent, 1996 Commercial Rezoning Denial on Half of Subject Property, 1996 Rezone to CPD: Irrelevant to this Application and Changes from the 1996 Case. Attorney Grady listed several documents to be filed with the Town Clerk.

Mr. Vanasse commented that he would discuss proposed uses and commercial intrusion, density and master concept plan details. He disagreed with the staff's findings and conclusions. Slides included: Zoning Map, Project Location, Consistency with Comprehensive Plan, Consistency with Comprehensive Plan: Boulevard FLU Category, Consistency with Comprehensive Plan; Allowance for Primarily Commercial Uses - 70%, Consistency with Comprehensive Plan: Platted Overlay, Comprehensive Plan - Density Equivalency, Allowable Density, Existing Units & Allowable Guest Units, Density Analysis, No Commercial Intrusion, Comp Plan Policies Further Supporting Commercial Uses and Preserving of Cottages, Planned Development District, Master Concept Plan Phases, Consistency with LDC Sec. 34-85 - Rezoning Considerations, Proposed MCP & Enhancement to Existing Conditions, Deviations, Proposed Bay Oaks Improvements, Coastal Cottage, FMB History and Lee County Context, Matlacha.

~Recess at 11:11 a.m.

Back in session at 11:21 a.m. ~

Director Green reviewed the primary request, including consumption on-premise. He described the property's intensification over the years and discussed the uses of a hotel versus a single-family. He stated that he could not locate a staff report regarding Blvd. Policies 4-B-5 and 4-B-11 together. He discussed non-conforming density for existing residential uses and pre-disaster build backs. He stated they had to establish the base density before they could evaluate how much more that was. He noted the structures were not designated as historic structures. Director Green commented that this was the first new commercial request in the area since the town was incorporated and it was an intensification of the existing uses. He discussed policy 4-C-3, subcategories 4 and 6 regarding the boulevard category. He indicated that the policy in the overlay did not mention that one could ask for up to 10 dwelling units per acre; it allowed for 10 dwellings per acre for existing residential uses. The conflict was preserving old architecture, new standards and new flood regulations. He stated that they did not present sufficient justification for commercialization and the request was not consistent with the Town's comp plan and LDC.

Chair Heil noted it was a complex issue and she wanted more guidance on why staff was denying the request. Director Green replied that there was a difference of opinion on the interpretation of the policy. Town Attorney Herin, Jr. remarked that the Town's LDC, comp plan and state law required rezoning requests to have two opposing views. He added that it was a threshold matter and if the LPA agreed with staff, it was the end of the discussion.

LPA Member Hughes revealed that he was involved with writing the language

in question and he felt what was proposed was immanently consistent with the comp plan and fell right within the language. He did not think the request was inconsistent with what they contemplated at the time.

LPA Member Safford questioned the increased traffic concern in a residential neighborhood since the Town just bought land between two houses. He suggested that Bay Oaks would generate more traffic than a little hotel. Director Green agreed and stated they addressed the circulation, the turnover and conflicts with commercial driveways and School St. LPA Member Safford questioned whether the applicants were willing to have the cottages historically recognized. Beverly Milligan, owner, stated that their documents for historical consideration were ready to submit as soon as the Historic Preservation Board (HPB) became active again. LPA Member Safford questioned adding bike racks. Mr. Vanasse replied that they would add them. LPA Member Safford questioned whether the cottage they were trying to put on the property could be relocated. Mr. Vanasse responded that they chose that location to allow room for water management. LPA Member Safford questioned what could happen if they sold the property. Mr. Vanasse stated that new owners would have to abide by the master concept plan. If they wanted to amend it, they would have to follow the steps to apply for a rezoning amendment.

LPA Member Plummer stated that the four homes in the area were short-term vacation rentals and the whole neighborhood evolved into something else. The comp plan protected a residential area that no longer existed. Director Green agreed with the general concept, but they were stuck with the policy and regulations unless they changed them. He noted they could not change the future land use map and they tried to shoehorn development to fit into existing policies.

Chair Heil brought up the two Town-owned parking spots. Director Green commented that if they approved the request, they would work with Public Works to finalize the street design. Chair Heil requested clarification regarding the bolded policy on page 51. Director Green stated that it was open for interpretation.

LPA Member Critser questioned whether School St. was considered a street or a parking lot. Director Green replied that it was a street, but the Town treated it like a parking lot.

Chair Heil noted there were two different interpretations of density. Director Green replied that the overlay applied to existing residential uses. Mr. Vanasse stated they currently had 12 units, the maximum was 10 and they had the right to ask for 14. Director Green indicated the policy was to protect the individual residential unit. Town Attorney Herin, Jr. summarized that if they granted the rezoning request, the master plan would have to be approved and that would control the property. LPA Member Swanbeck questioned how they had the right to approve it and add conditions that could limit it. Town Attorney Herin, Jr. responded that it was their prerogative as the LPA to add conditions. Director Green clarified that the LPA and Town Council required a higher bar for projects that requested over a 2 multiplier.

Mr. Vanasse stated that the question was whether they were compatible or not. He noted the property did not back up against single-family homes. LPA Member Swanbeck described changes in the area since 1996.

No public comment.

LPA Member Hughes brought up the opportunity to preserve cottages. If approved, a commercial development plan would memorialize and protect them from future changes. He indicated he did not have a problem with the density.

LPA Member Swanbeck expressed concerns about new owners redeveloping the property and precluding it from happening up and down the island. She mentioned adding conditions to protect it.

LPA Member Critser discussed the importance of saving the cottages and keeping their heritage. He supported the rezoning request.

LPA Member Plummer stated that there was no public opposition concerning the request and the opportunity to preserve the historical cottages was important. She felt it was a benefit to the community and she liked the idea of a small resort with a restaurant. She suggested adding a condition that the owners move forward with the HPB documents. She indicated that consumption on-premises should be addressed. Town Attorney Herin, Jr. noted they could condition beverages subject to compliance with the Town's licensing requirements. Discussion was held regarding conditioning live entertainment, outdoor speakers and the restaurant. Director Green suggested a general condition regarding alcohol with options from the applicant before presenting to Town Council. He stated he would work with the applicants concerning language.

Chair Heil concluded that some of the Town's objections were thin and she felt it complied with the comp plan. She noted that the comp plan discussed saving cottages. LPA Member Swanbeck agreed that protecting the cottages was an important factor. She noted the community universally agreed during the original comp plan charettes.

Chair Heil moved to recommend approval of DCI 2020-0009 Myerside CPD Rezoning with conditions that meet criteria in the comp plan and LDC; a condition to bring forth ideas on alcohol consumption on-premise; a condition for noise abatement and to obtain a historical significance; second by LPA Member Plummer.

Motion approved 6-0 with Mr. Vanasse recused.

VI. ADMINISTRATIVE AGENDA

A. Comprehensive Plan Update Status

The Corradino Group will provide a project status of the Comprehensive Plan updates

James G. from The Corradino Group spoke via phone concerning his

experience. PowerPoint was utilized for their presentation. Slides included: Project Tasks and Timeline, Preliminary Review, Are There Additional Areas We Should Focus On and Online Survey. Director Green questioned the vision for the community and whether it needed to be updated. Chair Heil questioned why hospitals and long term care facilities were included. Director Green replied that they had to evaluate and address them under state law.

Director Green noted an online survey was available for public input. LPA Member Vanasse cautioned that they needed to take the time to get it done and be careful about creating unfunded mandates. Director Green replied that the schedule was aggressive to encourage the public to participate, but they would slow down if needed to address critical issues. Chair Heil was concerned that the public input would occur in the summer when fewer people were in Town. Director Green mentioned the online format and agreed that the timing was tricky.

LPA Member Plummer questioned the alternative water source. Director Green replied that the state developed a list of criteria that all communities had to evaluate.

Director Green explained that Vision Zero was a state regulation concerning eliminating bike and pedestrian deaths.

LPA Member Hughes questioned whether the scope encompassed portions of the Land Development Code (LDC). Director Green indicated that a lot of reorganization needed to be done and some items in the Comprehensive Plan (Comp Plan) would be moved to the LDC and vice versa.

VII. LPA MEMBERS ITEMS/REPORTS

LPA Member Plummer suggested that every person evaluate their home security and smoke detectors.

Chair Heil volunteered to attend the March 1, 2021, Town Council meeting. She questioned whether the code enforcement system was set up to report code violations anonymously. Community Services Administrator Daphnie Saunders explained the process and stated that people could anonymously call in a complaint. She noted they operated under a complaint-driven system and wanted to work with people to bring them into compliance.

No items from other members.

VIII. LPA ATTORNEY ITEMS/REPORTS

No items.

IX. COMMUNITY DEVELOPMENT ITEMS/REPORTS

No items.

X. ITEMS FOR NEXT MONTHS AGENDA

No items.

XI. PUBLIC COMMENT

No public comment.

XII. ADJOURNMENT

LPA Member Safford moved to adjourn; second by LPA Member Plummer.

Motion approved 7-0.

Meeting was adjourned at 1:07 p.m.



Town of Fort Myers Beach

NOTICE TO PROPERTY OWNERS WITHIN 500 FEET

Case Number: VAR20200091

Case Name: 5730 Estero Blvd., Accessory Structures Location Variance

Applicant: Brian L & Karen D Holcomb

Location: 5730 Estero Blvd. STRAP #: 334624W20030B0030

Zoning: Residential Single Family (RS)

Request: Variances from Land Development Code Chapter 34 Article IV Division 2 Sec. 34-1174(b) for the proposed garage and pool to be in front of primary structure. The variance request is from the LDC requirement to allow the accessory structures in front of the primary structure.

Staff Report: Direct inquiries to:
Carl Bengé, Community Development, email: cbenge@fmbgov.com
Fort Myers Beach Town Hall
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Notice is hereby given that the Town Council for Fort Myers Beach will hold a public hearing at a meeting beginning at **9:00 AM on March 1, 2021** regarding the case listed above. This hearing will take place at Town Hall, 2525 Estero Boulevard, Fort Myers Beach, Florida, 33931.

You may appear in person, through counsel, or through an authorized agent and provide testimony, legal argument, or other evidence to become a participant in the hearing.

At this hearing the Local Planning Agency of Fort Myers Beach will review the case and make a recommendation to the Town Council on this matter. If any person should desire to have verbatim record of the proceedings, which record indicates the testimony and evidence presented, that person will have to make arrangements on their own.

Copies of the staff report are available for viewing at Fort Myers Beach Town Hall. Call 239-765-0202 for more information. Town Hall is open between the hours of 8:30 AM and 4:30 PM. Reasonable accommodations will be made in accordance with the Americans with Disabilities Act. If you need reasonable accommodation, contact Town Hall at 239-765-0202.

1. Requested Motion:

Meeting Date: March 1, 2021

DCI 2020-0009 Myerside CPD Rezoning Ordinance First Reading

Open the public hearing and if approved, set the second reading and final hearing for April 5, 2021 at 9:00 AM

Why the action is necessary:

The applicant has requested a rezoning from RC to CPD. The Town Council shall hold a first reading of a proposed ordinance and consider setting a second reading to consider approval, approval with conditions, or denial.

What the action accomplishes:

Rezoning Ordinances require two readings. The first reading is to consider setting a date for a second reading and public hearing.

2. Agenda:

PUBLIC HEARINGS

3. Requirement/Purpose:

The Town's Land Development Code requires all rezoning applications to be heard by the Town Council.

4. Submitter of Information:

5. Background:

The subject site is located at multiple addresses, 2661-2668 Estero, 125 School Street, and 131-151 School Street, at the intersection with Oak Street, School Street, and Estero Boulevard. The site is a combination of 12 lots platted as part of Winkler's subdivision in 1931 (Winkler's Subdivision, Block C, Lots 23-27 (2661-2668 Estero) Lot 28 (125 School Street) and Lots 29 – 34 (131-151 School Street). Each platted lot is approximately 25 feet in width and 150 feet in depth.

Based on information found on Lee County Property Assessor Field Cards, the six platted lots for 131-151 School Street appear to have been originally developed as three separate properties, each consisting of two of the platted lots, and each property having one structure. Property deeds show that the three individual properties came under common ownership by 1962 and have remained in common ownership since that time.

Prior Lee County zoning actions include Lee County Resolution Z-72-18 dated February 1, 1972 that granted a variance for an apartment under a duplex for personal home use on Lots 33 and 34. Additionally, ZVL2013-008 verified that the subject property consists of six plated lots.

Town records indicate that a rezoning to CPD was requested and denied by Town Council in 1996 (Res 96-31). The request was to build five multifamily dwelling units with commercial below. The original request was denied in February; while a revised and scaled down request was then denied in November 1996. The meeting minutes detail how the site was developed with multiple older structures that were in poor condition; while the applicant pointed out that the request did not include hotel uses and no access from School Street. The Town Council findings included the proposed commercial uses were not appropriate in the Boulevard Future Land Use Map category due to intrusion of a commercial use into a residential neighborhood.

The current property configuration resulted from the combination of three separate parcels in

2008 (STRAP #s 19-46-24-W3-0020C.0290, 19-46-24-W3-0020C.0310 and 19-46-24-W3-0020C.0330), and the addition of the remaining parcels comprising the the subject site, 2661-2668 Estero Blvd. and 125 School Street, in 2016 after the Town Council granted a special exception to allow a Bed and Breakfast use (only on the added parcels). According to the current Lee County Property Appraiser records, the 2661-2668 Estero Boulevard consists of two single-family dwelling units; and one single-family dwelling with an apartment.

The current application requests a rezoning from the RC zoning district to CPD. All CPD rezoning applications are required to have a master concept plan, which the applicant submitted, identifying proposed development and how development is consistent with the Town's Comprehensive Plan and Land Development Code.

The applicant has provided a narrative with the original application in Supplemental PH-D documents explaining how it believes the proposed rezoning and master concept plan are consistent with the Comprehensive Plan, Land Development Code (including LDC Sec 34-85), and the Town's Design Guidelines. The original application requested 16 guest/hotel units developed over multiple phases. Since the original application, the applicant has responded to staff questions and review comments by submitting revised components of the request and the master concept plan. There have been two resubmittals containing modifications to the original application. The final submittal includes a request to allow 14 guest/hotel units over multiple phases; 600 sq. ft. of retail use, a restaurant, and rearranged building(s) to accommodate parking, stormwater, and other site modifications. The Schedule of Uses also includes Residential and Residential Accessory uses. Staff disagrees and questions why these are mixed with the requested Lodging and Retail uses.

In addition the last submitted plan includes an update to requested deviations. The current request includes seven (7) deviations to various design and development criteria. The deviations requested would allow the applicant to decrease landscape buffers, setbacks, and design criteria, among others. Some of the deviations are to accommodate existing buildings with non-conforming setbacks, access location point separation, and parking space size.

The staff report specifies why the request is inconsistent with the Town's Comprehensive Plan and Land Development Code. Staff has recommended denial based on the findings in the staff report.

The LPA reviewed the application on February 9th, 2021 and recommended approval with conditions with a 6-0 vote.

The applicant has provided a "clouded" Master Concept Plan showing edits since the LPA meeting. They have also submitted the following proposed conditions of approval:

1. On Premises Consumption of alcoholic beverages (COP) shall be limited to the future restaurant and existing Tiki hut as identified on the Master Concept Plan.
2. COP hours of service for the outdoor seating associated with the restaurant shall be limited to 10AM-10PM.
3. Amplified sound associated with the outdoor restaurant seating shall be limited to 10AM-10PM.

Attachments:

1. 21-02 Myerside Hotel CPD
2. Myerside CPD Rezoning Staff Report TC
3. Draft 02.09.2021 LPA minutes
4. Myerside MCP 02-16-2021 Clouds
5. Schedule of Deviations (track changes)11-24-2020

6. 11-17-2020 P. Vanasse Response Letter to Jason Green and request to be scheduled for LPA(15932302_1)
7. DCI 2020009 Response to insufficiency July 2020
8. DCI 20200009 MYERSIDE REZONING APP
9. DCI 20200009 MYERSIDE REZONING SUPPLEMENTAL PH-D APP
10. Resolution 96-31 Denying rezoning to CPD for 5 multifamily units
11. 11.18.1996 Town Council Regular Minutes
12. SEZ2015-0006 MYERSIDE BNB TC Staff Report
13. 16-09, SEZ2015-0006 131-151 SCHOOL ST MYERSIDE B AND B FINAL

Financial Impact:

6. Alternative Action

Recommend approval or approval with conditions

7. Management Recommendations:

Deny

8. Recommended Approval:

Jason Green, Community Development Services
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/22/2021
Approved - 2/24/2021
Approved - 2/24/2021
Approved - 2/25/2021
Final Approval - 2/25/2021

ORDINANCE 21-02

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING/DENYING AN AMENDMENT TO THE CURRENT ZONING MAP FOR THE PROPERTY LOCATED AT 131-151, 125 SCHOOL STREET AND 2661-2681 ESTERO BOULEVARD, FORT MYERS BEACH, CONTAINING 1+/- ACRES GENERALLY IDENTIFIED AS STRAP NUMBERS 19-46-24-W3-0020C.0230, 19-46-24-W3-0020C.0270, AND 19-46-24-W3-0020C.0290; FROM RESIDENTIAL CONSERVATION (RC) TO COMMERCIAL PLANNED DEVELOPMENT (CPD); APPROVING/DENYING A MASTER CONCEPT PLAN FOR HOTEL, RETAIL, AND RESTAURANT USES, INCLUDING CONSUMPTION OF ALCOHOL ON PREMISES AND APPROVING DEVIATIONS FROM THE LAND DEVELOPMENT CODE (“LDC”); PROVIDING FOR SCRIVENER’S ERRORS AND AN EFFECTIVE DATE.

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

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

WHEREAS, Myerside LLC, owner and applicant (“Applicant”), filed an application to rezone the property generally located at 131-151 School Street, 125 School Street, and 2661-2681 Estero Boulevard – comprising 1 +/- acre of land (“Property”), from Residential Conservation (RC) to Commercial Planned Development (CPD) with a Master Concept Plan (MCP), a schedule of uses, and deviations to certain requirements of the Land Development Code (“LDC”), in order to develop a 14 unit hotel/resort with restaurant, retail, and consumption of alcohol on premises (“Application”); and

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

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on February 9, 2021, at which the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, and the LPA voted 6-0 to recommend approval of the rezoning and MCP with conditions, and

WHEREAS, on March 1, 2021 the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the request of the Applicant, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons, as required by Section 34-85 of the LDC; and

WHEREAS, the Town Council set a second reading of the proposed Ordinance and a public hearing on this matter to be legally advertised and held before the Town Council on April 5, 2021; at which time the Town Council gave full and complete consideration to the request of the Applicant, the recommendation of the LPA, the recommendation of staff, including the consideration and findings in the staff report, the documents in the record, and the testimony of all interested persons, as required by Section 34-85 of the LDC; and

WHEREAS, the Town Council finds the proposed rezoning and MCP and requested deviations are **consistent/not consistent** with the Town of Fort Myers Beach Comprehensive Plan and Land Development Code and voted to **approve/approve with conditions/deny** the Application.

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

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

Section 2. The Town Council determines the Applicant **did/did** not meet its burden of proof that the requested rezoning **does/does not** meet the requirements of the Town Comprehensive Plan and LDC, and approving the rezoning of the Property from Residential Conservation (RC) zoning district to Commercial Planned Development (CPD) with a Master Concept Plan (MCP), a schedule of uses, and a deviation to certain requirements of the LDC **is/is not** in the best interest of the Town. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties, the Town Council **APPROVES/DENIES** the requested rezoning.

Section 3. In approving the rezoning of the Property, the following conditions of approval are imposed on the Applicant and the Property:

[Town Council to Develop]

Violations of these conditions of approval will result in a warning for the first offense, one hundred dollars for the second offense, and five hundred dollars per day/per violation for subsequent violations, appealable to the Code Enforcement Special Magistrate, and may result in the revocation of this rezoning.

Section 4. The following limits apply to the Property and its development or redevelopment:

Schedule of Allowable Uses:

[Town Council to Develop]

Property Development Regulations:

[Applicant to Provide Before 2nd Reading]

Minimum Street Setback:
Side Setbacks:
Rear Setback:
Minimum Lot Area:
Minimum Lot Width:
Minimum Lot Depth:
Building Coverage:
Maximum Stories:
Maximum Height:

Section 5. The Applicant has requested the following deviation, which the Town Council **does/does** not grant:

[Applicant to Provide Before 2nd Reading]

Section 6. Nothing in this rezoning, including any of the attached conditions, constitute a variance or deviation from the provisions of Chapter 6, Article IV “Floodplain Regulations” of the LDC. Approval of this rezoning does not exempt the subject property from any provisions of the LDC with the exception of any approved deviation contained herein.

Section 7. Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted LDC or Town Code provision, ordinance or statute, the most restrictive shall apply.

Section 8. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

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

Section 10. This ordinance shall become effective upon adoption by the Town Council.

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

Raymond P. Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers, Council Member	_____
Jim Atterholt, Council Member	_____
Bill Veach, Council Member	_____

ADOPTED this ____ day of _____, 2021 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Raymond P. Murphy, 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:**

John R. Herin, Jr., Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this __ day of _____, 2021.



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

TYPE OF CASE: Commercial Planned Development (Rezoning)

CASE NUMBER: DCI2020009

CASE NAME: Myerside CPD

LPA

HEARING DATE: February 9, 2021

TOWN COUNCIL

HEARING DATE: March 1, 2021 First Reading of Ordinance

STAFF RECOMMENDATION: Denial of request to rezone to Commercial Planned Development. The request is inconsistent with the Comprehensive Plan and Land Development Code.

PREPARED/SUBMITTED BY: Jason Green, AICP, CFM

I. APPLICATION SUMMARY

Applicant/Agent: Myerside LLC / Beverly Grady, Roetzel and Andres

Request: To rezone 1+/- acre of land from RC to CPD with a mix of commercial uses as part of their Schedule of Uses, including Hotel, Resort, Multifamily, Single-family, Retail, Restaurant, and Consumption on Premises.

Physical Address: 2661-2668 Estero Blvd., 125 School St., 131-151 School St.

STRAP #: 194624W30020C.0230; -.0270; and -.0290

FLUM: Boulevard

Zoning: Residential Conservation

Current use(s): 2661-2668 Estero – Single-family (2) and a duplex; 125 School St. – Single-family; 131-151 School St – Bed and Breakfast (SEZ2015-0006, RES 16-09)

Adjacent zoning and land uses:

North:	Bay Oaks Park, Fort Myers Beach Elementary School (Institutional)
South:	Estero Blvd, Multifamily, Office, and Resort (Residential Multifamily, CO, CR)
East:	School St. FMB Library, FMB United Methodist, (Institutional)
West:	Single-family residences, Bay Oaks Park (RC, Institutional)

II. BACKGROUND (Portions of this section are borrowed from FMB Staff Report for SEZ2016-0006 B&B):

The subject site is located at multiple addresses, 2661-2668 Estero, 125 School Street, and 131-151 School Street, at the intersection with Oak Street, School Street, and Estero Boulevard. The site is a combination of 12 lots platted as part of Winkler's subdivision in 1931 (Winkler's Subdivision, Block C, Lots 23-27 (2661-2668 Estero) Lot 28 (125 School Street) and Lots 29 – 34 (131-151 School Street). Each platted lot is approximately 25 feet in width and 150 feet in depth.

Based on information found on Lee County Property Assessor Field Cards, the six platted lots for 131-151 School Street appear to have been originally developed as three separate properties, each consisting of two of the platted lots, and each property having one structure. Property deeds show that the three individual properties came under common ownership by 1962 and have remained in common ownership since that time.

Prior Lee County zoning actions include Lee County Resolution Z-72-18 dated February 1, 1972 that granted a variance for an apartment under a duplex for personal home use on Lots 33 and 34. Additionally, ZVL2013-008 verified that the subject property consists of six plated lots.

Town records indicate that a rezoning to CPD was requested and denied by Town Council in 1996 (Res 96-31). The request was to build five multifamily dwelling units with commercial below. The original request was denied in February; while a revised and scaled down request was then denied in November 1996. The meeting minutes detail how the site was developed with multiple older structures that were in poor condition; while the applicant pointed out that the request did not include hotel uses and no access from School Street. The Town Council findings included the proposed commercial uses were not appropriate in the Boulevard Future Land Use Map category due to intrusion of a commercial use into a residential neighborhood.

The current property configuration resulted from the combination of three separate parcels in 2008 (STRAP #s 19-46-24-W3-0020C.0290, 19-46-24-W3-0020C.0310 and 19-46-24-W3-0020C.0330), and the addition of the remaining parcels comprising the the subject site, 2661-2668 Estero Blvd. and 125 School Street, in 2016 after the Town Council granted a special exception to allow a Bed and Breakfast use (only on the added parcels). According to the current Lee County Property Appraiser records, the 2661-2668

Estero Boulevard consists of two single-family dwelling units; and one single-family dwelling with an apartment.

The current application requests a rezoning from the RC zoning district to CPD. All CPD rezoning applications are required to have a master concept plan, which the applicant submitted, identifying proposed development and how development is consistent with the Town's Comprehensive Plan and Land Development Code.

The applicant has provided a narrative with the original application in Supplemental PH-D documents (see attached) explaining how it believes the proposed rezoning and master concept plan are consistent with the Comprehensive Plan, Land Development Code (including LDC Sec 34-85), and the Town's Design Guidelines. The original application requested 16 guest/hotel units developed over multiple phases. Since the original application, the applicant has responded to staff questions and review comments by submitting revised components of the request and the master concept plan. There have been two resubmittals containing modifications to the original application. The final submittal includes a request to allow 14 guest/hotel units over multiple phases; 600 sq. ft. of retail use, a restaurant, and rearranged building(s) to accommodate parking, stormwater, other site modifications, and a phasing plan.

In addition, the plan before the LPA includes an update to requested deviations (attachment 2). The applicant is requesting seven (7) deviations to various design and development criteria in the LDC. The deviations requested would allow the applicant to decrease landscape buffers, setbacks, and not comply with all design criteria, among others. Some of the deviations are to accommodate existing buildings with non-conforming setbacks, access location point separation, and parking space size.

Lots	Year Built	No. of Floors	No. of Dwelling Units	Sq. Footage of Unit
Lots 33 & 34	1969	Two stories	4 units	Base 812
				Apt 1 772
				Apt 2 784
				Apt 3 754
Lots 31 & 32	1957	Two stories	2 units	Base 768
				Apt 1 625
Lots 29 & 30	1958	One story	1 unit	504

Analysis:

Comprehensive Plan Consistency:

The subject property is located in Boulevard Future Land Use. The Boulevard category was developed to recognize existing commercial uses mixed amongst residential uses, but was also developed to protect neighborhoods from intrusion and expansion of commercial uses. "This category is not intended to allow commercial uses on all properties..." and goes on to describe what criteria the LPA must consider if an expansion of a commercial use is requested, as here.

*POLICY 4-B-5 "BOULEVARD": a mixed-use district along portions of Estero Boulevard, including less intense commercial areas, 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 application does not address how the project will contribute to the “public realm” other than the applicant’s presentation at the LPA meeting that the commercial uses will provide a positive to the public realm. The Comprehensive Plan Policy (along with subsequent policies) share a theme related to pedestrian connectivity and design that encourages use of bicycle/pedestrian facilities rather than automobile.

Policy 4-B-5 (see bold above) requires that new or expanded commercial uses shall complement adjoining uses. The applicant’s LPA presentation included identifying the Town’s park, the school property, adjacent church, and library as non-residential uses that support their request for commercial. The application did not address how the proposed use, hotel/lodging and the requested consumption on premise, complements the public nature of the park, school, library, and church.

Policy 4-B-5 also establishes density criteria. The Town has interpreted this Policy in a manner that six dwelling units per acre can translate up to 12 hotel units per acre pursuant to the multiplier allowed by the Comprehensive Plan and LDC unless the property is within the Platted Overlay. The subject property is located within the Platted Overlay; and as referenced in 4-B-5 above, the maximum density permitted is ten units per acre for legally existing dwelling units. The applicant has submitted an analysis of this policy, along with portions of SEZ 2016-0006 (Bed & Breakfast approval) staff report that it argues supports the concept that ten units per acre is allowed when calculating the multiplier for the conversion to hotel and lodging units.

Previous staff presentations of this policy appear not to have included an analysis of Policy 4-B-11 Platted Overlay, which states:

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.

As stated in the Platted Overlay policy, these two policies are to be applied together, not separately. The last sentence is to recognize the ten units per acre maximum to avoid creating a non-conforming density for existing residential units. Prior to the Bed and Breakfast, there was approximately 10 or 11 units within 1 acre of land, which explains why the Overlay was adopted.

The applicant’s argument is that SEZ 2015-0006 contemplated this question. The staff report for SEZ 2015-0006 never provided an analysis of Policy 4-B-11 in conjunction with Policy 4-B-5, as it should have. The potential impacts are a misapplication of Policy 4-B-5 when approving the Bed and Breakfast use that results in more hotel lodging units than intended. The applicant is seeking an interpretation, and ultimately a zoning change, that will result in the conversion of the existing residential units to a

Hotel/Lodging use – not a Bed & Breakfast use. Generally, the intent of a Bed & Breakfast is to maintain the character of the surrounding residential area with limited impacts.

Policy 4-C-2 states that “the maximum intensity of allowable commercial development in any category may be controlled by height restrictions or by other provisions of this plan and the Land Development Code.” Staff previously found that the proposed special exception to allow a Bed & Breakfast does not increase the density or intensity within the approved area footprint. The current application clearly requests an increased intensity of commercial activity through the addition of retail and restaurant uses, as well as the conversion of single-family residential, duplex, and Bed and Breakfast units to **hotel lodging uses**. The Town Council reached the same conclusion and findings when the previous property owner requested to add commercial uses to this site in 1996 through the CPD rezoning process. Simply stated, this application requests hotel/lodging use that further intensifies the commercial development. Half of the property is approved for a Bed and Breakfast, but the remaining .5 acres is residential, including property with a limit of weekly rentals.

*Policy 4-C-2 COMMERCIAL INTENSITY: The maximum intensity of allowable commercial development in any category may be controlled by height regulations (see Policy 4-C-4) or by other provisions of this plan and the Land Development Code. Standards in the **Land Development Code will encourage more intense commercial uses only in the “Pedestrian Commercial” category.** The Land Development Code shall specify maximum commercial intensities using floor-area-ratios (the total floor area of the building divided by the area of the site in the category allowing commercial uses). The Land Development Code may allow floor-area-ratios in the “Pedestrian Commercial” category as high as 2.5, and in other categories as high as 1.5,*

Policy 4-C-3 contains provision for locational requirement for commercial uses. For the Boulevard Future Land Use designation, the Policy states that mixed use development including commercial uses are permitted but the use must be sensitive to nearby residential areas and contribute to the public realm.

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 commercial uses shall be allowed in the “Low Density” 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 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, 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” category, where mixed-use development including some commercial uses may be 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 when evaluating requests for new commercial uses:*
 - 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.

The proposed CPD does not address commercial intrusion into the surrounding residential area or provide techniques that mitigate those impacts. Policy 4-C-3 directs new commercial uses to contribute to the “public realm” and to “pedestrian character.” The proposed master concept plan does not provide for either of these requirements. Furthermore, approval of the requested deviations will allow multiple access points along School Street, elimination of otherwise required sidewalks and pedestrian connectivity along the western portion of School Street, a reduction to the required landscaping buffers along the at the perimeter of the property, while also deviating from required buffer depths to accommodate non-conforming setbacks of existing buildings.

Planned Development Considerations:

The Land Development Code includes a list of items that the LPA/Town Council must consider, if applicable, when reviewing approval of a requested planned development. These criteria are contained in LDC Section 34-85 and are reproduced and discussed below.

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

Staff finds that there is no ambiguity which must be corrected, the site is zoned RC. The current uses include residential with a Bed and Breakfast approved via Special Exception. No correction is required.

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

Conditions have not changed that make approval of the request appropriate. The Comprehensive Plan policies, as addressed earlier, are still applicable. No changes to the character of the neighborhood have occurred.

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

Staff finds the requested amendment is inconsistent with the intent of chapter 34 of the LDC. The master concept plan and deviations provide no mitigation for commercial intrusion. The Comprehensive Plan Policies discussed earlier direct expanded and new commercial development to be consistent with the Land Development Code. Existing conditions and requested deviations prohibit compliance.

4. *The testimony of any applicant.*

The LPA and Council will be able to hear from the applicant at the public hearings.

5. *The recommendation of staff and of the local planning agency.*

The staff recommendation is for denial due to lack of compliance with the Comprehensive Plan and Land Development Code.

6. *The testimony of the public.*

The public will have the opportunity to testify at the LPA AND TOWN Council public hearings.

7. *Whether the request is consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses as set forth in the Fort Myers Beach Comprehensive Plan.*

The request is not consistent with the goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan. The intensification of commercial uses and intrusion into residential uses is contrary to the policies discussed earlier. Staff finds that the request is not consistent with Policy 4-B-5, 4-B-11, 4-C-2, and 4-C-3.

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

Staff finds the application is not consistent with Policy 4-C-3, including implementing the required performance standards identified within the Land Development Code.

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

Staff finds that urban services are available and adequate as the subject property is already served by potable water and sewer. Insufficient sidewalks exist to address an intensification of commercial uses and additional pedestrian traffic. Without improvements to pedestrian facilities, commercial development becomes auto-oriented. The roadway network currently serves an Elementary School and Town Park and vehicle travel directions are regularly modified to address peak traffic periods for the school.

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

The proposed master concept plan proposes development of parking and structures in locations of protected tree species. Environmental staff has identified at least two mature protected trees that will be negatively impacted.

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

The proposed uses are not compatible with the existing and planned uses. The Town Council made this finding for a similar request for commercial development in 1996. The application fails to identify how the proposed uses and proposed site plan are complementary to the adjacent uses, including the nearby school and Town park.

12. *Whether the location of the request places an undue burden upon existing transportation or other services and facilities and will be served by streets with the capacity to carry traffic generated by the development.*

Commercial development within an area designated for school traffic can create challenges with timing and accessibility, partially due to the changes in traffic flow on a regular basis. The proposed

development includes maintaining and intensifying the use of driveways along School Street. Several of these driveways are intended to stack parking that will backout onto School Street. Typical school afternoon peak periods don't coincide with typical commercial development afternoon peak periods (4PM-6PM), but the Bay Oak Park peak periods do overlap with commercial development. Access from Estero Boulevard allows for primary accessibility away from School Street.

Additional consideration for planned development is specified in the Town's Land Development Code. LDC Section 34-216 specifies that "the recommendation made to the town council must be supported by the guidelines set forth in § 34-85" as well the findings must address whether the criteria found in this section can be addressed. These criteria are discussed below:

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

The proposed uses are not appropriate at the subject location based on the Town's Comprehensive Plan Policies previously discussed and incorporated herein. The location was also part of a previous application in 1996 commercial development subject to the same Goals, Objectives, and Policies as the current application. The intrusion of an expanded commercial use and the conversion of existing residential uses to hotel and lodging and/or commercial uses are not appropriate for this location that is a mix of residential and civic uses.

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

Staff finds that the proposed CPD, including the master concept plan, do not provide sufficient safeguards to the public interest. Items such as increased use and failure to improve unsafe access to School and Oak Street, lack of pedestrian facilities connecting a commercial development to adjacent facilities and uses, lack of landscaping and buffer mitigation efforts, and the various deviation requests to eliminate design requirements of the Land Development Code, individually and cumulatively, do not safeguard the public interest.

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

Staff finds that the request is inconsistent with the Comprehensive Plan and Land Development Code. The development conditions proposed by the applicant do not resolve those inconsistencies.

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

The request is not appropriately located, does not meet the criteria in the Comprehensive Plan, and does not contribute to the public realm, therefore, the request is not consistent with the Comprehensive Plan.

III. STAFF RECOMMENDATION:

Based on the criteria required for evaluation, staff finds the requested rezoning from RC to CPD with a master concept plan for hotel and lodging, retail, and restaurant with consumption of alcohol on premises, is not consistent with the Town's Comprehensive Plan and Land Development Code.

IV. LPA RECOMMENDATION:

The Fort Myers Beach Local Planning Agency recommended approval with conditions with a 6-0 vote on February 9, 2021. The draft meeting minutes are included in the Council's agenda packet. The LPA

recommended conditions included to establish limits for consumption on premise, noise abatement, and to obtain historical recognition for the cottage structures.



Fort Myers Beach Local Planning Agency

**Council Chambers
2525 Estero Blvd.
Fort Myers Beach, FL 33931**

Minutes

Tuesday, February 9, 2021

9:00 AM

ORDER OF BUSINESS

I. CALL TO ORDER

Members present: Chair Megan Heil, Forrest Critser, Dan Hughes, Jane Plummer, Scott Safford, Karen Swanbeck and Patrick Vanasse.

II. INVOCATION

LPA Member Swanbeck.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES

A. Minutes from 1/12/2021 Meeting

LPA Member Critser moved to approve the minutes; second by LPA Member Safford.

Motion approved 7-0.

V. PUBLIC HEARINGS

A. VAR20200091 5730 Estero Blvd

Recommend approval of a variance from Land Development Code Chapter 34 Article IV Division 2 Sec. 34-1174(b) to allow the construction of two (2) accessory structures - a garage and pool - in front of the principal structure.

Town Attorney Herin, Jr. swore in those providing testimony. Ex parte communications: All LPA Members disclosed a site visit or drive by except LPA Members Vanasse and Swanbeck.

Joe McHarris from McHarris Planning and Design represented the Holcomb family. He utilized slides for his presentation, including Existing Conditions, Requested Action/Variance, Reason for Request, Proposed Site Plan and

Impact to Public Safety and Surrounding Properties. Mr. McHarris stated that they were not interested in attaching the garage to the house with a breezeway.

Assistant Community Development Director Carl Bengé reviewed the background of the request. He indicated that a breezeway would not require a variance. Director Green stated that the restroom above the garage was conditioned and could not be converted to a habitable space.

LPA Member Hughes noted he supported the request. He questioned the sanctions regarding the restricted covenant. Town Attorney Herin, Jr. replied that the extreme remedy would be to remove the violation.

Mr. McHarris described landscaping and a fence along the front of the property.

Public comment:

Bobbie Kemp, resident, stated that the owners did a fantastic job and encouraged the LPA to grant the request.

Public comment closed.

Amended Motion: LPA Member Hughes moved to recommend approval of Variance 2020-0091, having found that it met the findings and conclusions on pages 8 and 9 in the packet, subject to the conditions of approval 1-4 as set forth on page 10, to eliminate condition 4 and the fine be subject to the general penal provisions of the LDC; second by LPA Member Plummer.

LPA Member Plummer suggested that the \$500 per day fine be reduced to \$100 per day. Chair Heil stated that it was not their job to set penalties. Town Attorney Herin, Jr. stated that they could move to eliminate the language.

LPA Member Hughes amended his motion and LPA Member Plummer amended her second.

Motion approved 7-0.

B. DCI 2020-0009 Myerside CPD Rezoning

DCI 2020-0009 Myerside CPD Rezoning

Ex parte communications: LPA Member Vanasse submitted a conflict of interest form (Form 8B). The applicant retained him to represent them and he would recuse himself from deliberations and voting. LPA Member Swanbeck - drive-by; Chair Heil - site visit and met with the owner; LPA Member Plummer - communications from 2015 but nothing regarding the current request; LPA Member Safford - site visit and met with the owner; LPA Member Critser - site visit and met with the owner; LPA Member Hughes - met with the owner.

Beverly Grady with Roetzel and Andres and Patrick Vanasse with RWA Engineering represented the owners. Attorney Grady reviewed the history of the cottages on the property. She indicated that the Town recommended that the property be rezoned for a small resort at a scale that fit the Town. She commented they were well within density and noted that staff recommended denial.

Slides displayed included: Request, Location, Future Land Use Map,

Redevelopment Intent, 1996 Commercial Rezoning Denial on Half of Subject Property, 1996 Rezone to CPD: Irrelevant to this Application and Changes from the 1996 Case. Attorney Grady listed several documents to be filed with the Town Clerk.

Mr. Vanasse commented that he would discuss proposed uses and commercial intrusion, density and master concept plan details. He disagreed with the staff's findings and conclusions. Slides included: Zoning Map, Project Location, Consistency with Comprehensive Plan, Consistency with Comprehensive Plan: Boulevard FLU Category, Consistency with Comprehensive Plan; Allowance for Primarily Commercial Uses - 70%, Consistency with Comprehensive Plan: Platted Overlay, Comprehensive Plan - Density Equivalency, Allowable Density, Existing Units & Allowable Guest Units, Density Analysis, No Commercial Intrusion, Comp Plan Policies Further Supporting Commercial Uses and Preserving of Cottages, Planned Development District, Master Concept Plan Phases, Consistency with LDC Sec. 34-85 - Rezoning Considerations, Proposed MCP & Enhancement to Existing Conditions, Deviations, Proposed Bay Oaks Improvements, Coastal Cottage, FMB History and Lee County Context, Matlacha.

~Recess at 11:11 a.m.

Back in session at 11:21 a.m. ~

Director Green reviewed the primary request, including consumption on-premise. He described the property's intensification over the years and discussed the uses of a hotel versus a single-family. He stated that he could not locate a staff report regarding Blvd. Policies 4-B-5 and 4-B-11 together. He discussed non-conforming density for existing residential uses and pre-disaster build backs. He stated they had to establish the base density before they could evaluate how much more that was. He noted the structures were not designated as historic structures. Director Green commented that this was the first new commercial request in the area since the town was incorporated and it was an intensification of the existing uses. He discussed policy 4-C-3, subcategories 4 and 6 regarding the boulevard category. He indicated that the policy in the overlay did not mention that one could ask for up to 10 dwelling units per acre; it allowed for 10 dwellings per acre for existing residential uses. The conflict was preserving old architecture, new standards and new flood regulations. He stated that they did not present sufficient justification for commercialization and the request was not consistent with the Town's comp plan and LDC.

Chair Heil noted it was a complex issue and she wanted more guidance on why staff was denying the request. Director Green replied that there was a difference of opinion on the interpretation of the policy. Town Attorney Herin, Jr. remarked that the Town's LDC, comp plan and state law required rezoning requests to have two opposing views. He added that it was a threshold matter and if the LPA agreed with staff, it was the end of the discussion.

LPA Member Hughes revealed that he was involved with writing the language

in question and he felt what was proposed was immanently consistent with the comp plan and fell right within the language. He did not think the request was inconsistent with what they contemplated at the time.

LPA Member Safford questioned the increased traffic concern in a residential neighborhood since the Town just bought land between two houses. He suggested that Bay Oaks would generate more traffic than a little hotel.

Director Green agreed and stated they addressed the circulation, the turnover and conflicts with commercial driveways and School St. LPA Member Safford questioned whether the applicants were willing to have the cottages historically recognized. Beverly Milligan, owner, stated that their documents for historical consideration were ready to submit as soon as the Historic Preservation Board (HPB) became active again. LPA Member Safford questioned adding bike racks. Mr. Vanasse replied that they would add them. LPA Member Safford questioned whether the cottage they were trying to put on the property could be relocated. Mr. Vanasse responded that they chose that location to allow room for water management. LPA Member Safford questioned what could happen if they sold the property. Mr. Vanasse stated that new owners would have to abide by the master concept plan. If they wanted to amend it, they would have to follow the steps to apply for a rezoning amendment.

LPA Member Plummer stated that the four homes in the area were short-term vacation rentals and the whole neighborhood evolved into something else. The comp plan protected a residential area that no longer existed. Director Green agreed with the general concept, but they were stuck with the policy and regulations unless they changed them. He noted they could not change the future land use map and they tried to shoehorn development to fit into existing policies.

Chair Heil brought up the two Town-owned parking spots. Director Green commented that if they approved the request, they would work with Public Works to finalize the street design. Chair Heil requested clarification regarding the bolded policy on page 51. Director Green stated that it was open for interpretation.

LPA Member Critser questioned whether School St. was considered a street or a parking lot. Director Green replied that it was a street, but the Town treated it like a parking lot.

Chair Heil noted there were two different interpretations of density. Director Green replied that the overlay applied to existing residential uses. Mr. Vanasse stated they currently had 12 units, the maximum was 10 and they had the right to ask for 14. Director Green indicated the policy was to protect the individual residential unit. Town Attorney Herin, Jr. summarized that if they granted the rezoning request, the master plan would have to be approved and that would control the property. LPA Member Swanbeck questioned how they had the right to approve it and add conditions that could limit it. Town Attorney Herin, Jr. responded that it was their prerogative as the LPA to add conditions. Director Green clarified that the LPA and Town Council required a higher bar for projects that requested over a 2 multiplier.

Mr. Vanasse stated that the question was whether they were compatible or not. He noted the property did not back up against single-family homes. LPA Member Swanbeck described changes in the area since 1996.

No public comment.

LPA Member Hughes brought up the opportunity to preserve cottages. If approved, a commercial development plan would memorialize and protect them from future changes. He indicated he did not have a problem with the density.

LPA Member Swanbeck expressed concerns about new owners redeveloping the property and precluding it from happening up and down the island. She mentioned adding conditions to protect it.

LPA Member Critser discussed the importance of saving the cottages and keeping their heritage. He supported the rezoning request.

LPA Member Plummer stated that there was no public opposition concerning the request and the opportunity to preserve the historical cottages was important. She felt it was a benefit to the community and she liked the idea of a small resort with a restaurant. She suggested adding a condition that the owners move forward with the HPB documents. She indicated that consumption on-premises should be addressed. Town Attorney Herin, Jr. noted they could condition beverages subject to compliance with the Town's licensing requirements. Discussion was held regarding conditioning live entertainment, outdoor speakers and the restaurant. Director Green suggested a general condition regarding alcohol with options from the applicant before presenting to Town Council. He stated he would work with the applicants concerning language.

Chair Heil concluded that some of the Town's objections were thin and she felt it complied with the comp plan. She noted that the comp plan discussed saving cottages. LPA Member Swanbeck agreed that protecting the cottages was an important factor. She noted the community universally agreed during the original comp plan charettes.

Chair Heil moved to recommend approval of DCI 2020-0009 Myerside CPD Rezoning with conditions that meet criteria in the comp plan and LDC; a condition to bring forth ideas on alcohol consumption on-premise; a condition for noise abatement and to obtain a historical significance; second by LPA Member Plummer.

Motion approved 6-0 with Mr. Vanasse recused.

VI. ADMINISTRATIVE AGENDA

A. Comprehensive Plan Update Status

The Corradino Group will provide a project status of the Comprehensive Plan updates

James G. from The Corradino Group spoke via phone concerning his

experience. PowerPoint was utilized for their presentation. Slides included: Project Tasks and Timeline, Preliminary Review, Are There Additional Areas We Should Focus On and Online Survey. Director Green questioned the vision for the community and whether it needed to be updated. Chair Heil questioned why hospitals and long term care facilities were included. Director Green replied that they had to evaluate and address them under state law.

Director Green noted an online survey was available for public input. LPA Member Vanasse cautioned that they needed to take the time to get it done and be careful about creating unfunded mandates. Director Green replied that the schedule was aggressive to encourage the public to participate, but they would slow down if needed to address critical issues. Chair Heil was concerned that the public input would occur in the summer when fewer people were in Town. Director Green mentioned the online format and agreed that the timing was tricky.

LPA Member Plummer questioned the alternative water source. Director Green replied that the state developed a list of criteria that all communities had to evaluate.

Director Green explained that Vision Zero was a state regulation concerning eliminating bike and pedestrian deaths.

LPA Member Hughes questioned whether the scope encompassed portions of the Land Development Code (LDC). Director Green indicated that a lot of reorganization needed to be done and some items in the Comprehensive Plan (Comp Plan) would be moved to the LDC and vice versa.

VII. LPA MEMBERS ITEMS/REPORTS

LPA Member Plummer suggested that every person evaluate their home security and smoke detectors.

Chair Heil volunteered to attend the March 1, 2021, Town Council meeting. She questioned whether the code enforcement system was set up to report code violations anonymously. Community Services Administrator Daphnie Saunders explained the process and stated that people could anonymously call in a complaint. She noted they operated under a complaint-driven system and wanted to work with people to bring them into compliance.

No items from other members.

VIII. LPA ATTORNEY ITEMS/REPORTS

No items.

IX. COMMUNITY DEVELOPMENT ITEMS/REPORTS

No items.

X. ITEMS FOR NEXT MONTHS AGENDA

No items.

XI. PUBLIC COMMENT

No public comment.

XII. ADJOURNMENT

LPA Member Safford moved to adjourn; second by LPA Member Plummer.

Motion approved 7-0.

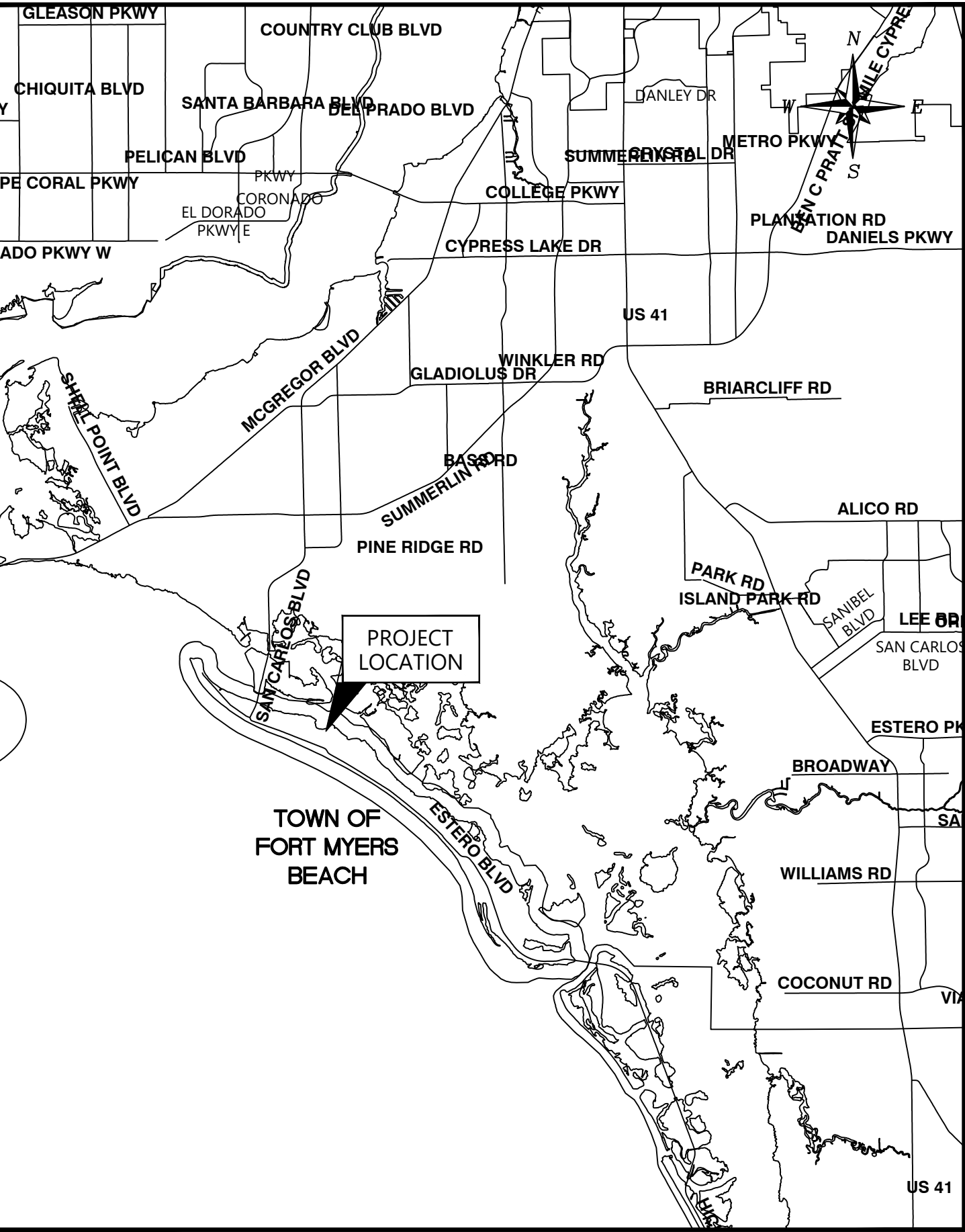
Meeting was adjourned at 1:07 p.m.

MASTER CONCEPT PLAN FOR

MYERSIDE RESORT AND COTTAGES

COMMERCIAL PLANNED DEVELOPMENT

TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46S, RANGE 24E,
LEE COUNTY, FLORIDA



VICINITY MAP
N.T.S.



SITE LOCATION MAP
N.T.S.

RWA

ENGINEERING

6610 Willow Park Drive
Suite 200
Naples, FL 34109

4983 Royal Gulf Circle
Fort Myers, FL 33966

19503 S West Villages Pkwy
Unit A5
Venice, FL 34293

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

Florida Certificates of Authorization
EB 7663 LB 6952

PREPARED FOR/OWNED BY:
MYERSIDE, LLC.
145 SCHOOL ST.
FORT MYERS BEACH, FL 33931

CONTENTS		
SHEET NUMBER	SHEET DESCRIPTION	
1	COVER SHEET	
2	MASTER CONCEPT PLAN-EXISTING CONDITIONS	
3	MASTER CONCEPT PLAN - PHASE 1	
4	MASTER CONCEPT PLAN - PHASE 2	
DATE:	PROJECT No.:	SHEET No.:
JUNE 12, 2020	200022.00.00	1 OF 4

SCHEDULE OF USES

RESIDENTIAL:
DWELLING UNITS, SINGLE OR 2-UNIT OR MULTI-FAMILY

RESIDENTIAL ACCESSORY USES:
ACCESSORY APARTMENT, RESIDENTIAL ACCESSORY USE

LODGING:
BED AND BREAKFAST, HOTEL/MOTEL, GUEST UNITS,
RENTAL OF ANY PERMITTED UNIT PER PERIODS OF ONE
DAY OR LONGER,
RESORT

LODGING ACCESSORY UNITS:
ON-PREMISES CONSUMPTION OF ALCOHOLIC
BEVERAGES (LIMITED TO RESTAURANT AND TIKI HUT, 3)
RESORT ACCESSORY USE, PERSONAL SERVICES,
RECREATIONAL FACILITIES, CARETAKER UNIT

RETAIL:
SUBORDINATE COMMERCIAL USES, RETAIL STORE,
SMALL RESTAURANT: HOURS OF SERVICE FOR OUTDOOR
SEATING LIMITED TO 10AM - 10PM 3

SITE DEVELOPMENT REGULATIONS

PRINCIPAL STRUCTURES
MINIMUM STREET SETBACK: 2.6 FEET FOR EXISTING BUILDING #3; 10 FEET FOR ALL OTHER EXISTING STRUCTURES AND
NEW OR RELOCATED STRUCTURES
MINIMUM SIDE SETBACK: 4.3 FEET FOR EXISTING STRUCTURES; 7 FEET FOR NEW OR RELOCATED STRUCTURES
MAXIMUM HEIGHT: 30 FEET PER LDC SECTION 34-631, MAXIMUM 3 STORIES
MINIMUM LOT SIZE: 20,000 SQUARE FEET
MINIMUM LOT WIDTH: 100 FEET
MINIMUM LOT DEPTH: 100 FEET
MINIMUM BUILDING SEPARATION: 15 FEET
MAXIMUM FLOOR AREA RATIO: 1.2

ACCESSORY STRUCTURES
MINIMUM SIDE SETBACK: SAME AS PRINCIPAL STRUCTURES, EXCEPT FOR THE ACCESSORY STRUCTURE TO BUILDING 7, WHICH
WILL HAVE A MINIMUM SETBACK OF 3 FEET; AND THE ACCESSORY GARAGE FOR BUILDING 4, WHICH
WILL HAVE A ± 5.9' MINIMUM SETBACK.

ALL OTHER DEVELOPMENT STANDARDS SHALL BE AS SET FORTH IN LDC CHAPTER 34 OR OTHER APPLICABLE PROVISIONS IN THE LDC.

GENERAL NOTES

- 1) THIS PROJECT WILL BE DEVELOPED IN 2 PHASES.
2) THIS MASTER CONCEPT PLAN IS FOR PLANNING PURPOSES ONLY. THE OVERALL CONFIGURATION, SIZE AND LOCATION OF THE
STRUCTURES AND OTHER IMPROVEMENTS MAY VARY SLIGHTLY. FINAL DESIGN AND IMPROVEMENT DETAILS SHALL BE PROVIDED AS
PART OF THE DEVELOPMENT ORDER (DO) PROCESS.
3) THIS PLANNED DEVELOPMENT IS A REDEVELOPMENT PROJECT, WHICH INCLUDES EXISTING SITE IMPROVEMENTS AND STRUCTURES AS
WELL AS PLANNED IMPROVEMENTS. THE INTENT OF THIS MCP IS TO REALISTICALLY DEPICT THOSE CONDITIONS AND REGULATE
ALLOWED USES; HOWEVER, IT SHOULD NOT RESTRICT THE ABILITY TO MAKE OTHER SITE IMPROVEMENTS IF THOSE ARE CONSISTENT
WITH THE GENERAL CONCEPT DEPICTED ON THE MCP AND IN COMPLIANCE WITH APPLICABLE LDC PROVISIONS.
4)PER LDC SECTION 34-2015(4) STACKING OF PARKING SPACES IS ALLOWED WHEN ASSOCIATED WITH A DRIVEWAY, CARPORT OR
UNDER-BUILDING PARKING.
5)PER LDC SECTION 34-2017, THE PARKING ASSOCIATED WITH THIS PROJECT IS CONSIDERED “LOW TURNOVER” AND THEREFORE
ALLOWS ALTERNATIVE UNPAVED SURFACES AS OUTLINED IN THE LDC.
6) PER LDC SECTION 34-1987(A), NO OFF-STREET LOADING AREA IS REQUIRED FOR THIS PROJECT.
7) AMPLIFIED SOUND ASSOCIATED WITH OUTDOOR RESTAURANT SEATING LIMITED TO 10AM - 10PM. 3

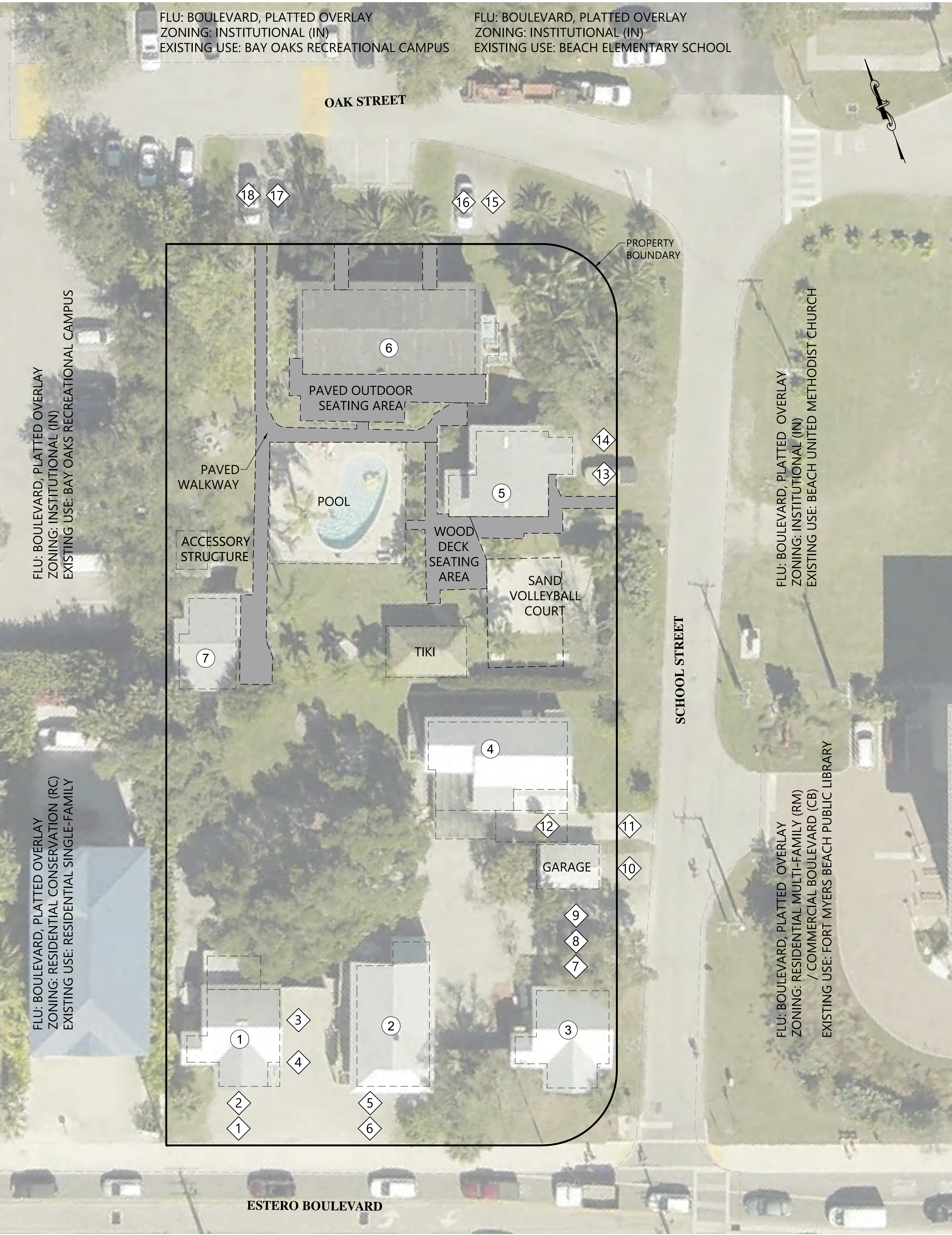
BUILDING DETAILS

- 1 ONE STORY, ONE UNIT, +/-700 SF
2 TWO STORIES, TWO UNITS, +/- 950 SF
3 ONE STORY, ONE UNIT, +/- 700 SF
4 PARTIAL TWO STORY, ONE UNIT, +/- 900 SF
5 TWO STORIES , TWO UNITS, +/- 1,393 SF
AND RESORT OFFICE, 269 SF
6 TWO STORIES, FOUR UNITS, +/- 3,122 SF
7 ONE STORY, ONE UNIT, +/- 504 SF

PARKING

REQUIRED SPACES: 32
PROVIDED SPACES: 34 (PHASE 1)
36 (PHASE 2)

X - EXISTING PARKING SPACES



0102040

DATE

02/09/2021

HD HD PV

DRAWN

3214

PER REVIEW

DATE

02/09/2021

RWA

ENGINEERING

WWW.CON

Office: 239.5

Florida

Williwa

CLIENT:

PROJECT:

TITLE:

DATE:

DESIGNED:

DATE:

DESIGNED:

DATE:

DESIGNED:

PROJECT NO.:

200022.00.00

SHEET NUMBER:

2 OF 4

DENSITY

12 GUEST UNITS / 6.5 EQUIVALENCY UNITS

BUILDING DETAILS

- 1 ONE STORY, RESTAURANT, +/-700 SF
- 2 TWO STORIES, TWO UNITS, +/- 950 SF
- 3 ONE STORY, RETAIL, +/- 700 SF
- 4 PARTIAL TWO STORY, ONE UNIT, +/- 900 SF
- 5 TWO STORIES , TWO UNITS, +/- 1,393 SF AND RESORT OFFICE, 269 SF
- 6 TWO STORIES, FOUR UNITS, +/- 3,122 SF
- 7 ONE STORY, ONE UNIT, +/- 504 SF

PHASING

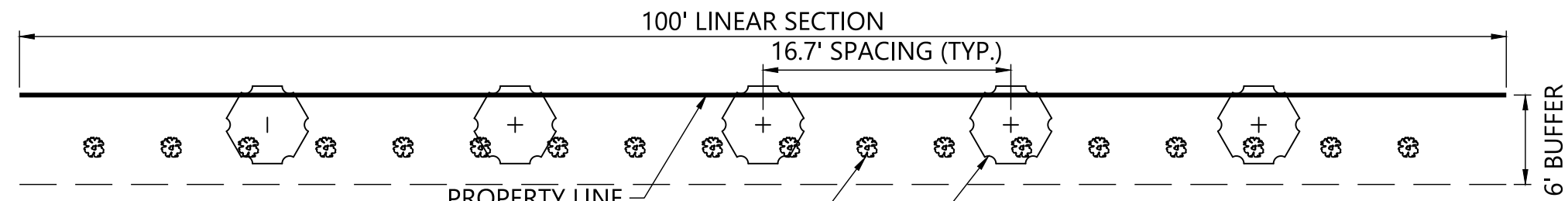
- PHASE 1
- SUBPHASE A: MOVE BUILDING 2
 - SUBPHASE B: BUILD CENTRALIZED PARKING AREA (GRAVEL + WHEEL STOPS WITH CONTROLLED POINTS OF INGRESS/EGRESS
 - SUBPHASE C: CONVERT BUILDING 3 TO RETAIL USE
 - SUBPHASE D: CONVERT BUILDING 1 TO A RESTAURANT AND ADD OUTDOOR SEATING

NOTES

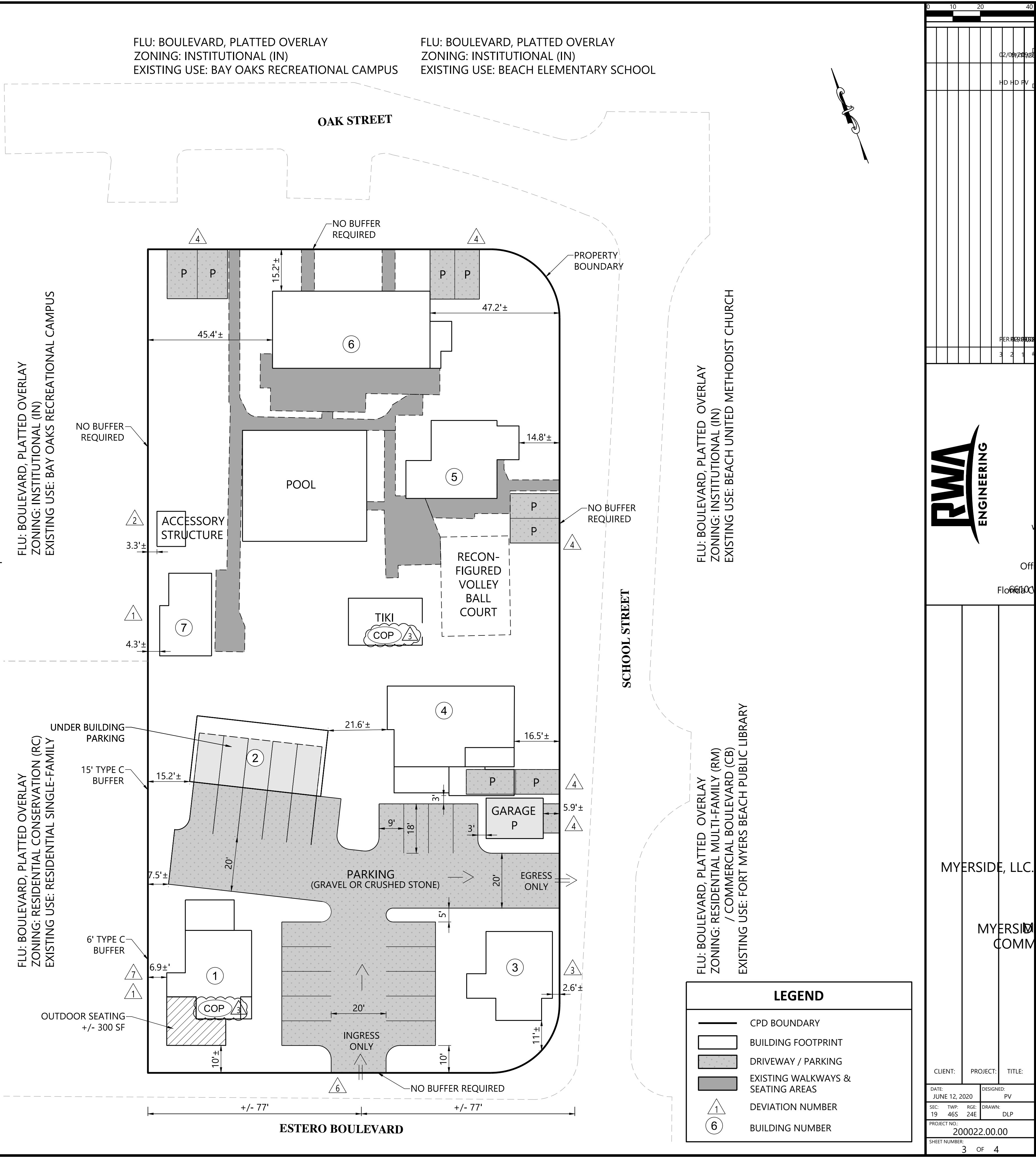
- ALL STRUCTURES IDENTIFIED ON THIS SHEET (PHASE 1) ARE EXISTING STRUCTURES. ALL STRUCTURES TO REMAIN IN EXISTING LOCATIONS EXCEPT BUILDING 2, WHICH WILL BE RELOCATED FROM ITS CURRENT LOCATION (SEE SHEET 1) TO THE LOCATION IDENTIFIED ON THIS SHEET.
- INDIVIDUAL PARKING SPACES AND PARKING AREAS WILL MEET LDC DIVISION 26 REQUIREMENTS EXCEPT FOR SPACES SUBJECT TO DEVIATION 4 AS IDENTIFIED ON THE MCP.
- ALL PRINCIPAL STRUCTURES MEET OR EXCEED THE 15' MINIMUM SEPARATION REQUIREMENT.
- WATER MANAGEMENT REQUIREMENTS FOR REDEVELOPMENT PROJECTS CAN VARY SIGNIFICANTLY. THE WATER MANAGEMENT PLAN WILL BE DESIGNED AT TIME OF D.O.
- THIS CPD WILL PROVIDE OPEN SPACE IN ACCORDANCE WITH LDC SECTION 10-415 AND AS MODIFIED BY DIVISION #7.
- EXISTING STRUCTURES ARE DEEMED NON-CONFORMING BUILDINGS IN ACCORDANCE WITH LDC -SECTION 34-3202, POTENTIAL FUTURE IMPROVEMENTS TO THOSE BUILDINGS WILL COMPLY WITH DIVISION 2 OF THE LDC.

SCHEDULE OF DEVIATIONS

- DEVIATION #1:** A DEVIATION FROM LDC TABLE 34-3 DIMENSIONAL REGULATIONS IN CONVENTIONAL ZONING DISTRICT THAT REQUIRES 15' SIDE SETBACKS FOR THE CR ZONING DISTRICT (*PER LDC SEC 34-953 BUILDING PLACEMENT, SIZE, DESIGN, AND ALL OTHER PROPERTY DEVELOPMENT REGULATIONS IN A CPD ZONING DISTRICT SHALL BE THE SAME AS FOR THE CR ZONING DISTRICT FOR CPDS THAT ARE PRIMARILY LODGING...*) TO ALLOW A ±6.9' FOR BUILDING 1, ±4.3' FOR BUILDING 7 AND ±7' FOR BUILDING 8.
- DEVIATION #2:** A DEVIATION FROM LDC SECTION 34-1174(2)(A) THAT REQUIRES ACCESSORY STRUCTURE SETBACKS TO BE THE SAME AS PRINCIPAL STRUCTURES OR 15' TO ALLOW A 3' SIDE SETBACK FOR THE ACCESSORY STRUCTURE ASSOCIATED WITH BUILDING 7, AND +/- 5.9' FOR THE ACCESSORY GARAGE ASSOCIATED WITH BUILDING 4.
- DEVIATION #3:** A DEVIATION FROM LDC TABLE 34-3 DIMENSIONAL REGULATIONS IN CONVENTIONAL ZONING DISTRICT THAT REQUIRES 10' STREET SETBACKS FOR THE CR ZONING DISTRICT (*PER LDC SEC 34-953 BUILDING PLACEMENT, SIZE, DESIGN, AND ALL OTHER PROPERTY DEVELOPMENT REGULATIONS IN A CPD ZONING DISTRICT SHALL BE THE SAME AS FOR THE CR ZONING DISTRICT FOR CPDS THAT ARE PRIMARILY LODGING...*) TO ALLOW A ±2.6' SETBACK FOR BUILDING 3.
- DEVIATION #4:** A DEVIATION FROM LDC SECTION 34-2015 (5), WHICH REQUIRES THAT “ALL PARKING LOTS MUST BE PROVIDED WITH SUFFICIENT MANEUVERING ROOM SO AS TO ALLOW AN EXITING VEHICLE TO LEAVE THE PARKING LOT IN A FORWARD MOTION...”, TO ALLOW EXITING VEHICLES TO LEAVE PARKING SPACES BY BACKING ONTO SCHOOL OR OAK STREETS.
- DEVIATION #5:** A DEVIATION FROM THE DRIVEWAY SEPARATION REQUIREMENTS OF LDC SECTION 10-296 ALONG ESTERO BOULEVARD TO ALLOW A DRIVEWAY ACCESS TO THE SUBJECT PROPERTY THAT IS ±77' FROM THE CLOSES ACCESS POINT TO THE NORTH AND ±77 TO SCHOOL STREET.
- DEVIATION #6:** A DEVIATION FROM LDC SECTION 10-416(D) TABLE 10-18 WHICH REQUIRES A 15' TYPE C BUFFER WHEN A COMMERCIAL USE ABUTS A RESIDENTIAL USE, TO ALLOW A 6' TYPE C BUFFER AS INDICATED ON THE MASTER CONCEPT PLAN.
- DEVIATION #7:** A DEVIATION FROM LDC SECTION 34-202(b)(5), WHICH REQUIRED ARCHITECTURAL ELEVATIONS OR A THREE-DIMENSIONAL RENDERING, TO INSTEAD ALLOW PICTURES OF THE EXISTING STRUCTURES.



DEVIATION #7 BUFFER SECTION



DENSITY

14 GUEST UNITS / 7.3 EQUIVALENCY UNITS

BUILDING DETAILS

- 1 ONE STORY, RESTAURANT, +/-700 SF
- 2 TWO STORIES, TWO UNITS, +/- 950 SF
- 3 ONE STORY, RETAIL, +/- 700 SF
- 4 PARTIAL TWO STORY, ONE UNIT, +/- 900 SF
- 5 TWO STORIES , TWO UNITS, +/- 1,393 SF AND RESORT OFFICE, 269 SF
- 6 TWO STORIES, FOUR UNITS, +/- 3,122 SF
- 7 ONE STORY, ONE UNIT, +/- 504 SF
- 8 TWO STORIES, FOUR UNITS,+/- 1,600 SF

PHASING

- PHASE 2
- ADD BUILDING 8. MAY BE NEW CONSTRUCTION OR EXISTING ISLAND COTTAGE MOVED TO THE SITE.

NOTES

- ALL STRUCTURES EXCEPT BUILDING 8 ARE EXISTING BUILDINGS.
- INDIVIDUAL PARKING SPACES AND PARKING AREAS WILL MEET LDC DIVISION 26 REQUIREMENTS EXCEPT FOR SPACES SUBJECT TO DEVIATION 4 AS IDENTIFIED ON THE MAP.
- ALL PRINCIPAL STRUCTURES MEET OR EXCEED 15' MINIMUM SEPARATION REQUIREMENT.
- WATER MANAGEMENT REQUIREMENTS FOR REDEVELOPMENT PROJECTS CAN VARY SIGNIFICANTLY. THE WATER MANAGEMENT PLAN WILL BE DESIGN AT TIME OF D.O.
- EXISTING STRUCTURES ARE DEEMED NON-CONFORMING BUILDINGS IN ACCORDANCE WITH LDC -SECTION 34-3202, POTENTIAL FUTURE IMPROVEMENTS TO THOSE BUILDINGS WILL COMPLY WITH DIVISION 2 OF THE LDC.

SCHEDULE OF DEVIATIONS

DEVIATION #1: A DEVIATION FROM LDC TABLE 34-3 DIMENSIONAL REGULATIONS IN CONVENTIONAL ZONING DISTRICT THAT REQUIRES 15' SIDE SETBACKS FOR THE CR ZONING DISTRICT (PER LDC SEC 34-953 BUILDING PLACEMENT, SIZE, DESIGN, AND ALL OTHER PROPERTY DEVELOPMENT REGULATIONS IN A CPD ZONING DISTRICT SHALL BE THE SAME AS FOR THE CR ZONING DISTRICT FOR CPDS THAT ARE PRIMARILY LODGING...) TO ALLOW A ±6.9' FOR BUILDING 1, ±4.3' FOR BUILDING 7 AND ±7' FOR BUILDING 8.

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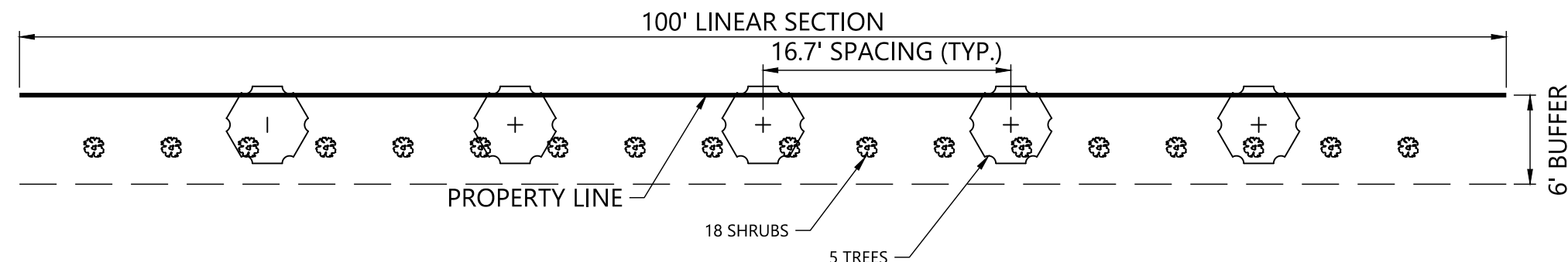
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DEVIATION #4: A DEVIATION FROM LDC SECTION 34-2015 (5), WHICH REQUIRES THAT “ALL PARKING LOTS MUST BE PROVIDED WITH SUFFICIENT MANEUVERING ROOM SO AS TO ALLOW AN EXITING VEHICLE TO LEAVE THE PARKING LOT IN A FORWARD MOTION...”, TO ALLOW EXITING VEHICLES TO LEAVE PARKING SPACES BY BACKING ONTO SCHOOL OR OAK STREETS.

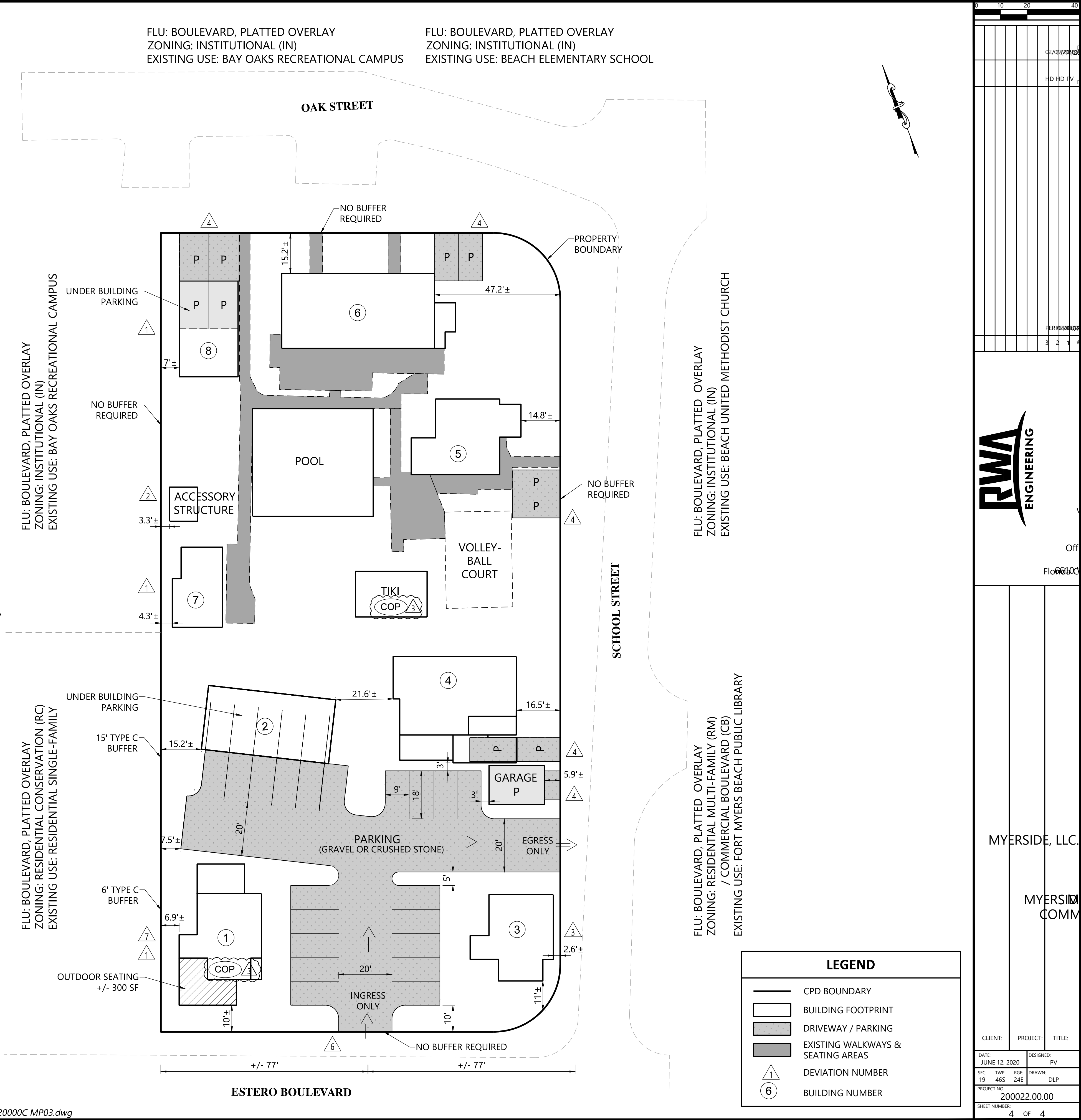
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DEVIATION #6: A DEVIATION FROM LDC SECTION 10-416(D) TABLE 10-18 WHICH REQUIRES A 15' TYPE C BUFFER WHEN A COMMERCIAL USE ABUTS A RESIDENTIAL USE, TO ALLOW A 6' TYPE C BUFFER AS INDICATED ON THE MASTER CONCEPT PLAN.

DEVIATION #7: A DEVIATION FROM LDC SECTION 34-202(b)(5), WHICH REQUIRED ARCHITECTURAL ELEVATIONS OR A THREE-DIMENSIONAL RENDERING, TO INSTEAD ALLOW PICTURES OF THE EXISTING STRUCTURES.



DEVIATION #7 BUFFER SECTION





Myerside Resort and Cottages Planned Development Schedule of Deviations and Justifications

The Myerside Resort and Cottages CPD is a redevelopment project aimed at conserving historical beach cottages and improving the subject property to create an attractive and functional boutique resort that offers lodging, recreational amenities, and small accessory restaurant and retail components that will serve resort and the general public. The existing structures on site date back to the 1930's. Since then development regulations have changed significantly, making those existing building non-conforming. The CPD zoning option provides design flexibility to allow innovative projects and planning practices through the use of deviations and site-specific development standards. Through the CPD and the deviations below, nonconformities can be addressed, conditioned and legitimized. The deviations requested are needed because of existing historical conditions – i.e. building placement and site configuration. It should be noted that most of the buildings and site improvements have been in place for decades and have had no detrimental impact on adjacent properties. The proposed CPD is consistent with the Town's comprehensive plan and furthers the intent of the Boulevard future land use district. As stated in Policy 4-B-5, the Boulevard district allows, and promotes the conservation of historic cottages and the mixed-use nature of this area.

DEVIATION #1: A deviation from LDC Table 34-3 Dimensional Regulations in Conventional Zoning District that requires 15' side setbacks for the CR zoning district (*Per LDC Sec 34-953 Building placement, size, design, and all other property development regulations in a CPD zoning district shall be the same as for the CR zoning district for CPDs that are primarily lodging...*) to allow $\pm 6.9'$ for Building 1, $\pm 4.3'$ for Building 7 and $\pm 7'$ for Building 8.

JUSTIFICATION: Since this is an existing condition and the structures have been in these locations for decades, it is appropriate to grant relief from the side setback requirement for buildings 1, 7 and 8. The resort concept proposed is a continuance of the Fort Myers Beach early village design. It is important to recognize that the CPD proposes a village concept that is an improvement to this neighborhood and that a reduced setback is needed for this proposed village design. The proposed deviation simply legitimizes and allows the continuation of existing conditions that have had no detrimental impacts on adjacent properties.

DEVIATION #2: A deviation from LDC Section 34-1174(2)(a) that requires accessory structure setbacks to be the same as principal structures or 15' to allow a 3' side setback for the accessory structure associated with Building 7 and $\pm 5.9'$ for the accessory garage associated with Building 4.

JUSTIFICATION: Since these are existing conditions and the structures have been in these locations for decades, it is appropriate to grant relief from the side setback requirement for the accessory shed associated with Building 7 and the accessory garage associated with Building 4. The proposed deviation simply legitimizes and allows the continuation of existing conditions that have no detrimental impact on adjacent properties. The

shed abuts the public parking lot of the Bay Oaks pool facility and will continue to have no impact to public health, safety and welfare. Likewise, the accessory garage has no impact on public health, safety and welfare.

DEVIATION #3: A deviation from LDC Table 34-3 Dimensional Regulations in Conventional Zoning District that requires 10' street setbacks for the CR zoning district (*Per LDC Sec 34-953 Building placement, size, design, and all other property development regulations in a CPD zoning district shall be the same as for the CR zoning district for CPDs that are primarily lodging...*) to allow a $\pm 2.6'$ for Building 3.

JUSTIFICATION: Since this is an existing condition and the structure has been in this location for decades, it is appropriate to grant relief from the street setback requirement for Buildings 3. Building 3 is an integral part of the village resort concept proposed for this property. It has been in its current location for decades, it has no detrimental impact to adjacent properties and does not affect public health, safety and welfare. The proposed deviation legitimizes and allows the continuation of this existing condition.

DEVIATION #4: A deviation from LDC Section 34-2015 (5), which requires that "all parking lots must be provided with sufficient maneuvering room so as to allow an exiting vehicle to leave the parking lot in a forward motion...", to allow exiting vehicles to leave parking spaces by backing onto School or Oak Streets.

JUSTIFICATION: This deviation is requested to allow the continuation of existing conditions and to accomplish the village concept in which the existing parking is located on the periphery of the property and the recreational and open space areas are located at the center of the village complex. The proposed MCP and associated parking plan allows for some existing parking spaces to maintain their "back out" configuration along Oak Street and School Street. These parking spaces account for a small amount of the overall spaces and are in proximity and accessory to existing buildings. Moreover, Oak and School Streets are local roads with very low traffic volumes and low travel speeds. The existing back out spaces have not created unsafe conditions in the past nor will they do so in the future. The parking arrangement supports the village design and ease of access and convenience for patrons of the resort. Along Estero Boulevard where buildings 1 and 3 will be converted into ancillary restaurant and retail space, the parking has been centralized and formalized to improve access, circulation and general safety conditions by reducing access points, and eliminating back up parking spaces onto Estero Boulevard. The proposed improvement, in combination with the proposed deviation, will allow a much-improved parking plan, while allowing the village resort look and feel to be maintained.

DEVIATION #5: A deviation from the driveway separation requirements of LDC Section 10-296 along Estero Boulevard to allow a driveway access to the subject property that is $\pm 77'$ from the closest access point (driveway) to the north and $\pm 77'$ to School Street.

JUSTIFICATION: This is a request for a deviation from driveway access separation along Estero Boulevard. Currently, there are two driveway accesses from Estero Boulevard to the subject property. The two access points are being reduced to one access point. Phase 1 relocates Building 2 and creates one access point to a parking lot that will service the proposed accessory restaurant (Building 1) and retail (Building 3), as well as the guest units. This new configuration eliminates existing "back up" parking along Estero and limits the Estero access point to "ingress only" and the School access point to "egress only." This configuration will improve

circulation patterns and safety conditions. The proposed access point on Estero is located $\pm 77'$ from the nearest driveway to the north and $\pm 77'$ from School Street to the south.

DEVIATION #6: A deviation from LDC Section 10-416(d) Table 10-18 which requires a 15' Type C buffer when a commercial use abuts a residential use, to allow a 6' Types C buffer as indicated on the Master Concept Plan.

JUSTIFICATION: This deviation is requested in conjunction with deviation #1 and provides relief to the buffer separation requirement due to existing site conditions. Building 1 is located approximately 6.9' from the adjacent property line where code requires a 15' Type C buffer. Along the length of Building 1, this deviation will allow the required Type C plantings and fence to be located within a 6' strip rather than a 15' strip. The proposed buffer will provide the required Type C plantings and fence but the buffer width will be reduced to accommodate Building 1 that has been in this location for decades. This deviation meets the intent of the buffer requirement, while not having any detrimental impact on the adjacent property and public health, safety and welfare.

DEVIATION #7: A deviation from LDC Section 34-202(b)(5), which requires architectural elevations or a three-dimensional rendering, to instead allow pictures of the existing structures.

JUSTIFICATION: This deviation is requested in recognition that the proposed resort represents a redevelopment project where 7 of the 8 proposed buildings are already on the site and that the 8th building will either be a relocated beach cottage or new structure that will have to undergo appropriate permitting. This application preserves and promotes the historic bungalow cottage architecture that was prevalent on this island 60 years ago. We submit that the attached photographs be included as part of a condition of approval requiring that the cottages maintain their current architectural vernacular. The photographs provide a true and accurate depiction of this architecture. They constitute an appropriate substitute to architectural elevations since this requirement typically applies to new construction where architectural drawings are readily available. We would agree to a condition that would require Building #8 to be harmonious and consistent with the architectural style preserved in the attached photographs.



November 17, 2020

Mr. Jason Green
Planner, Community Development
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, Florida, 33931

Subject: DCI #20200009
Myerside Resort and Cottages
Response to recent staff questions & Request to be Scheduled for December LPA

Dear Mr. Green:

This letter is provided to request that the subject Planned Development Rezoning petition be placed on the December 8, 2020 LPA agenda. Additionally, this letter provides responses to recent questions from staff associated with density, parking and building code issues.

Density: Staff requested that we address allowed density on the subject property.

RESPONSE: See attached Density Narrative from Beverly Grady

Parking: Staff requested that we address back-out parking conditions as part of the PD:

RESPONSE: Sheet 2 of the attached MCP depicts existing conditions and identifies all parking spaces currently in use. Those spaces are identified by numbered diamonds. All parking spaces currently require back-out movements on either Estero Boulevard, School Street or Oak Street. As part of the proposed MCP, we have improved safety conditions by eliminating all back-out movements onto Estero Boulevard, which pose the most significant safety concern. The proposed centralized, off-street parking will only allow one point of ingress from Estro Boulevard and one point of egress onto School Street. This new configuration will reduce potential points of conflict and will improve circulation on and off the property. Additionally, the overall number of back-out parking spaces will be reduced from 18 to 11. All remaining back-out spaces are on Oak and School Streets, which are local roads with low posted speeds. These parking spaces have served existing buildings for many years and have not been a traffic or safety problem over that time. A deviation allowing back-out movements is included in the MCP and request as part of the rezoning petition.

Building Code: Staff requested that the Applicant meet with the Town of Fort Myers Beach Building Official to address potential improvements that may be required for existing buildings.

RESPONSE: Bob Stewart, (Myerside Resort and Cottages consultant) and Roland Weinmann met with town staff Jack McStravic and Steve Wick on Friday, Nov 13 2020, 10 a.m. to review the application for rezone by Myerside, LLC and to discuss potential challenges with respect to FEMA rules. Specifically, the group discussed

Page 1

if any existing buildings on the property, not being moved in the application, might have to be raised as a result of the rezone. It was concluded by the town that they did not see any reason why the existing buildings would need to be raised. The group then discussed commercial code requirements and the need to upgrade buildings, etc. They reviewed and discussed potential 50% rule challenges. It was concluded that the only potential challenge might be with the proposed restaurant renovation, but that careful planning and strategic permitting would likely provide for approvals within the 50% rule framework.

We believe that we have addressed your remain questions associated with this petition and look forward to hearing back from you related to the December LPA agenda.

Sincerely,



Patrick Vanasse, AICP
Director of Community Development

Cc: Attorney
Applicant
Encl.: Density Narrative
MCP



MEMO

TO: Patrick Vanasse

FROM: Beverly Grady

DATE: November 12, 2020

RE: Myerside - insertion into our submittal response to staff / Density

The Subject Property consists of Lots 23-34, Block C, Winkler Subdivision and is designated as Boulevard pursuant to Policy 4-B-5. Boulevard is defined as follows:

POLICY 4-B-5 “BOULEVARD”: a mixed-use district along portions of Estero Boulevard, including less intense commercial areas, 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 overly” 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 maximum density is 10 units per acre for legally existing dwelling units. Lots 23 through 28 have five lawful dwelling units consisting of one unit in Buildings 1, 2, and 3 and two units in Building 4. Lots 29 through 34 have been recognized by the Town Council as having seven lawful dwelling units. Lots 29 through 34 have been approved by the Town Council with a special exception to operate as a bed-and-breakfast. See SEZ2015-0006 where the staff report sets forth a detailed history of Lots 29 through 34 that contain “seven dwelling units” (see page 3 of 12 of staff report) and also includes staff’s research of the Lee County Property Appraiser field cards and set forth Building 5 has two units, Building 6 has four units, and Building is one unit. Based upon the staff report and based on Council’s approval of the special exception, the approval of the special exception for bed-and-breakfast found that request consistent with the Town’s Comprehensive Plan and specifically Policy 4-C-2 Commercial Intensity, Policy 4-C-3 Commercial Location, for commercial uses, and cited that “the neighborhood context of the property commercial



uses is of paramount importance. Therefore, the Subject Property is entitled to the benefit of the platted overlay since it meets the criteria of 10 lawful dwelling units.

The Community Development staff testified in SEZ2015-0006 that “there were seven legal units on the property, she (staff) reviewed the platted overly for existing units which allowed 10 units per acre. The current zoning would allow seven units ... (see page 3 of LPA minutes January 12, 2016).

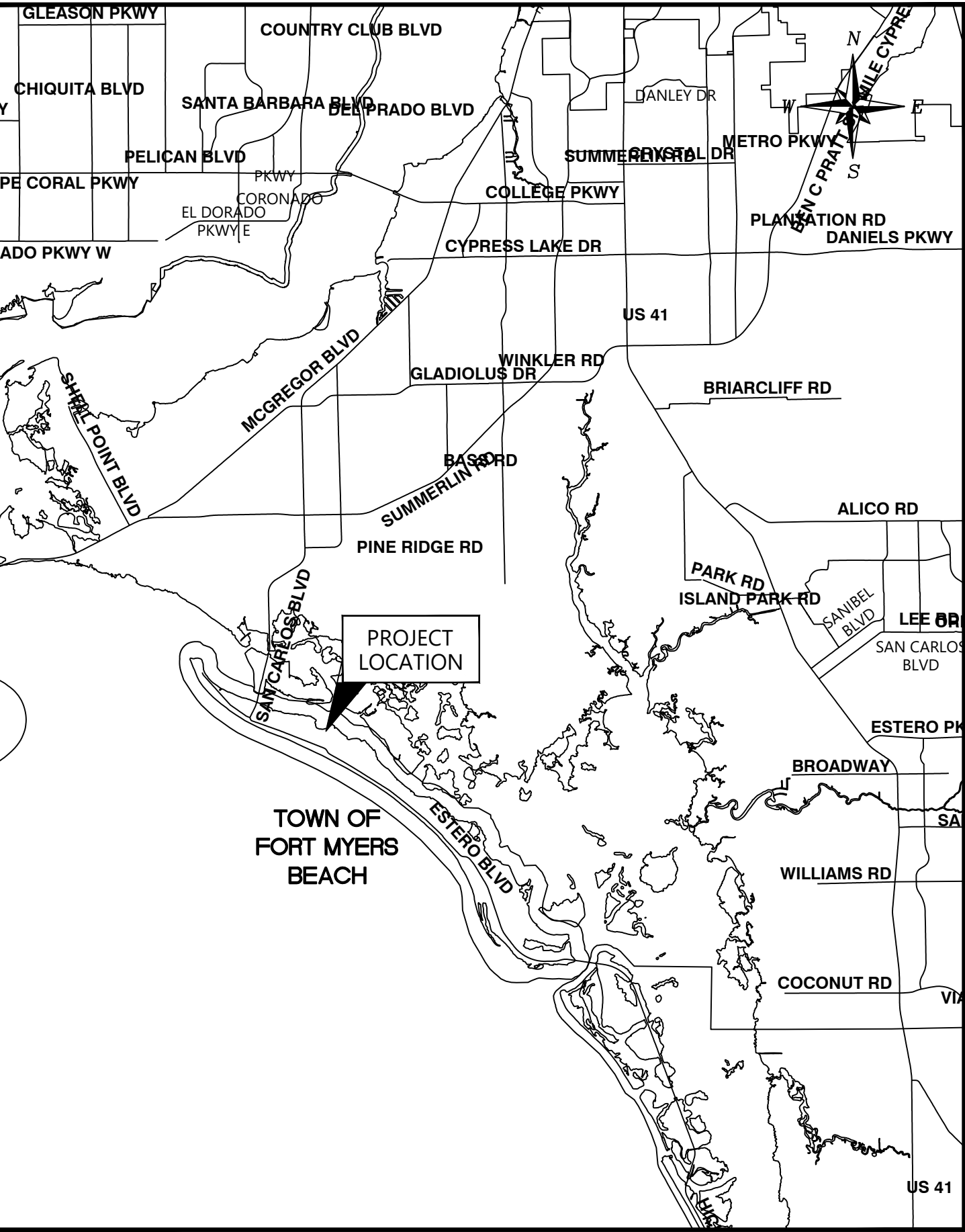
In summary, the Subject Property meets the criteria of lawfully existing 10 units to take the benefit of the platted overlay

BG/ro

MASTER CONCEPT PLAN FOR

MYERSIDE RESORT AND COTTAGE COMMERCIAL PLANNED DEVELOPMENT

TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46S, RANGE 24E,
LEE COUNTY, FLORIDA



VICINITY MAP
N.T.S.



SITE LOCATION MAP
N.T.S.

RWA

ENGINEERING

6610 Willow Park Drive
Suite 200
Naples, FL 34109

4983 Royal Gulf Circle
Fort Myers, FL 33966

19503 S West Villages Pkwy
Unit A5
Venice, FL 34293

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

Florida Certificates of Authorization
EB 7663 LB 6952

PREPARED FOR/OWNED BY:
MYERSIDE, LLC.
145 SCHOOL ST.
FORT MYERS BEACH, FL 33931

CONTENTS		
SHEET NUMBER	SHEET DESCRIPTION	
1	COVER SHEET	
2	MASTER CONCEPT PLAN-EXISTING CONDITIONS	
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DATE:	PROJECT No.:	SHEET No.:
JUNE 12, 2020	200022.00.00	1 OF 4

SCHEDULE OF USES

RESIDENTIAL:

DWELLING UNITS, SINGLE OR 2-UNIT OR MULTI-FAMILY

RESIDENTIAL ACCESSORY USES:

ACCESSORY APARTMENT, RESIDENTIAL ACCESSORY USE

LODGING:

BED AND BREAKFAST, HOTEL/MOTEL, GUEST UNITS,
RENTAL OF ANY PERMITTED UNIT PER PERIODS OF ONE
DAY OR LONGER,
RESORT

LODGING ACCESSORY UNITS:

ON-PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES, RESORT ACCESSORY USE, PERSONAL SERVICES, RECREATIONAL FACILITIES, CARETAKER UNIT

RETAIL:

SUBORDINATE COMMERCIAL USES, RETAIL STORE,
SMALL RESTAURANT

SITE DEVELOPMENT REGULATIONS

PRINCIPAL STRUCTURES

MINIMUM STREET SETBACK: 2.6 FEET FOR EXISTING BUILDING #3; 10 FEET FOR ALL OTHER EXISTING STRUCTURES AND

MINIMUM SIDE SETBACK: 4.3 FEET FOR EXISTING STRUCTURES; 7 FEET FOR NEW OR RELOCATED STRUCTURES

MAXIMUM HEIGHT: 30 FEET PER LDC SECTION 34-631, MAXIMUM 3 STORIES

MINIMUM LOT SIZE: 20,000 SQUARE FEET

MINIMUM LOT WIDTH: 100 FEET

MINIMUM LOT DEPTH: 100 FEET

MINIMUM BUILDING SEPARATION: 15 FEET

MAXIMUM FLOOR AREA RATIO:

1.2

ACCESSORY STRUCTURES

MINIMUM SIDE SETBACK: SAME AS PRINCIPAL STRUCTURES, EXCEPT FOR THE ACCESSORY STRUCTURE TO BUILDING 7, WHICH WILL HAVE A MINIMUM SETBACK OF 3 FEET; AND THE ACCESSORY GARAGE FOR BUILDING 4, WHICH WILL HAVE A $\pm 5.9'$ MINIMUM SETBACK.

ALL OTHER DEVELOPMENT STANDARDS SHALL BE AS SET FORTH IN LDC CHAPTER 34 OR OTHER APPLICABLE PROVISIONS IN THE LDC.

GENERAL NOTES

- c) THIS PROJECT WILL BE DEVELOPED IN 2 PHASES.
- d) THIS MASTER CONCEPT PLAN IS FOR PLANNING PURPOSES ONLY. THE OVERALL CONFIGURATION, SIZE AND LOCATION OF THE STRUCTURES AND OTHER IMPROVEMENTS MAY VARY SLIGHTLY. FINAL DESIGN AND IMPROVEMENT DETAILS SHALL BE PROVIDED AS PART OF THE DEVELOPMENT ORDER (DO) PROCESS.
- e) THIS PLANNED DEVELOPMENT IS A REDEVELOPMENT PROJECT, WHICH INCLUDES EXISTING SITE IMPROVEMENTS AND STRUCTURES AS WELL AS PLANNED IMPROVEMENTS. THE INTENT OF THIS MCP IS TO REALISTICALLY DEPICT THOSE CONDITIONS AND REGULATE ALLOWED USES; HOWEVER, IT SHOULD NOT RESTRICT THE ABILITY TO MAKE OTHER SITE IMPROVEMENTS IF THOSE ARE CONSISTENT WITH THE GENERAL CONCEPT DEPICTED ON THE MCP AND IN COMPLIANCE WITH APPLICABLE LDC PROVISIONS.
- f) PER LDC SECTION 34-2015(4) STACKING OF PARKING SPACES IS ALLOWED WHEN ASSOCIATED WITH A DRIVEWAY, CARPORT OR UNDER-BUILDING PARKING.
- g) PER LDC SECTION 34-2017, THE PARKING ASSOCIATED WITH THIS PROJECT IS CONSIDERED "LOW TURNOVER" AND THEREFORE ALLOWS ALTERNATIVE UNPAVED SURFACES AS OUTLINED IN THE LDC.
- h) PER LDC SECTION 34-1987(A), NO OFF-STREET LOADING AREA IS REQUIRED FOR THIS PROJECT.

BUILDING DETAILS

- ① ONE STORY, ONE UNIT, +/- 700 SF
- ② TWO STORIES, TWO UNITS, +/- 950 SF
- ③ ONE STORY, ONE UNIT, +/- 700 SF
- ④ PARTIAL TWO STORY, ONE UNIT, +/- 900 SF
- ⑤ TWO STORIES, TWO UNITS, +/- 1,393 SF
AND RESORT OFFICE, 269 SF
- ⑥ TWO STORIES, FOUR UNITS, +/- 3,122 SF
- ⑦ ONE STORY, ONE UNIT, +/- 504 SF

PARKING

REQUIRED SPACES: 32
 PROVIDED SPACES: 34 (PHASE 1)
 36 (PHASE 2)

 - EXISTING PARKING SPACES



DENSITY

12 GUEST UNITS / 6.5 EQUIVALENCY UNITS

BUILDING DETAILS

- 1 ONE STORY, RESTAURANT, +/-700 SF
- 2 TWO STORIES, TWO UNITS, +/- 950 SF
- 3 ONE STORY, RETAIL, +/- 700 SF
- 4 PARTIAL TWO STORY, ONE UNIT, +/- 900 SF
- 5 TWO STORIES , TWO UNITS, +/- 1,393 SF AND RESORT OFFICE, 269 SF
- 6 TWO STORIES, FOUR UNITS, +/- 3,122 SF
- 7 ONE STORY, ONE UNIT, +/- 504 SF

PHASING

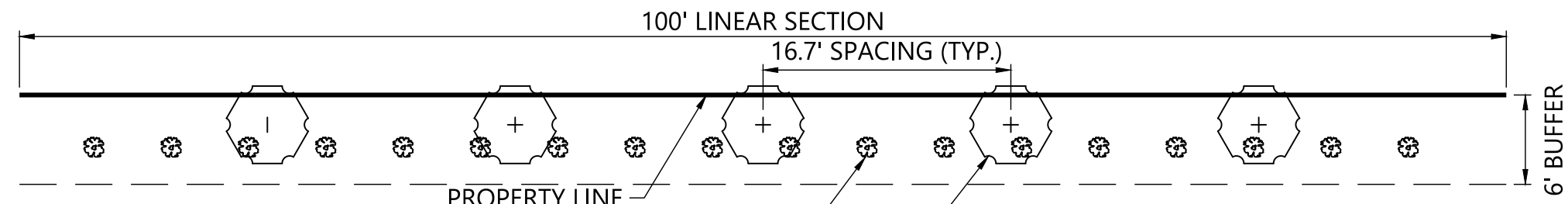
- PHASE 1
- SUBPHASE A: MOVE BUILDING 2
 - SUBPHASE B: BUILD CENTRALIZED PARKING AREA (GRAVEL + WHEEL STOPS WITH CONTROLLED POINTS OF INGRESS/EGRESS
 - SUBPHASE C: CONVERT BUILDING 3 TO RETAIL USE
 - SUBPHASE D: CONVERT BUILDING 1 TO A RESTAURANT AND ADD OUTDOOR SEATING

NOTES

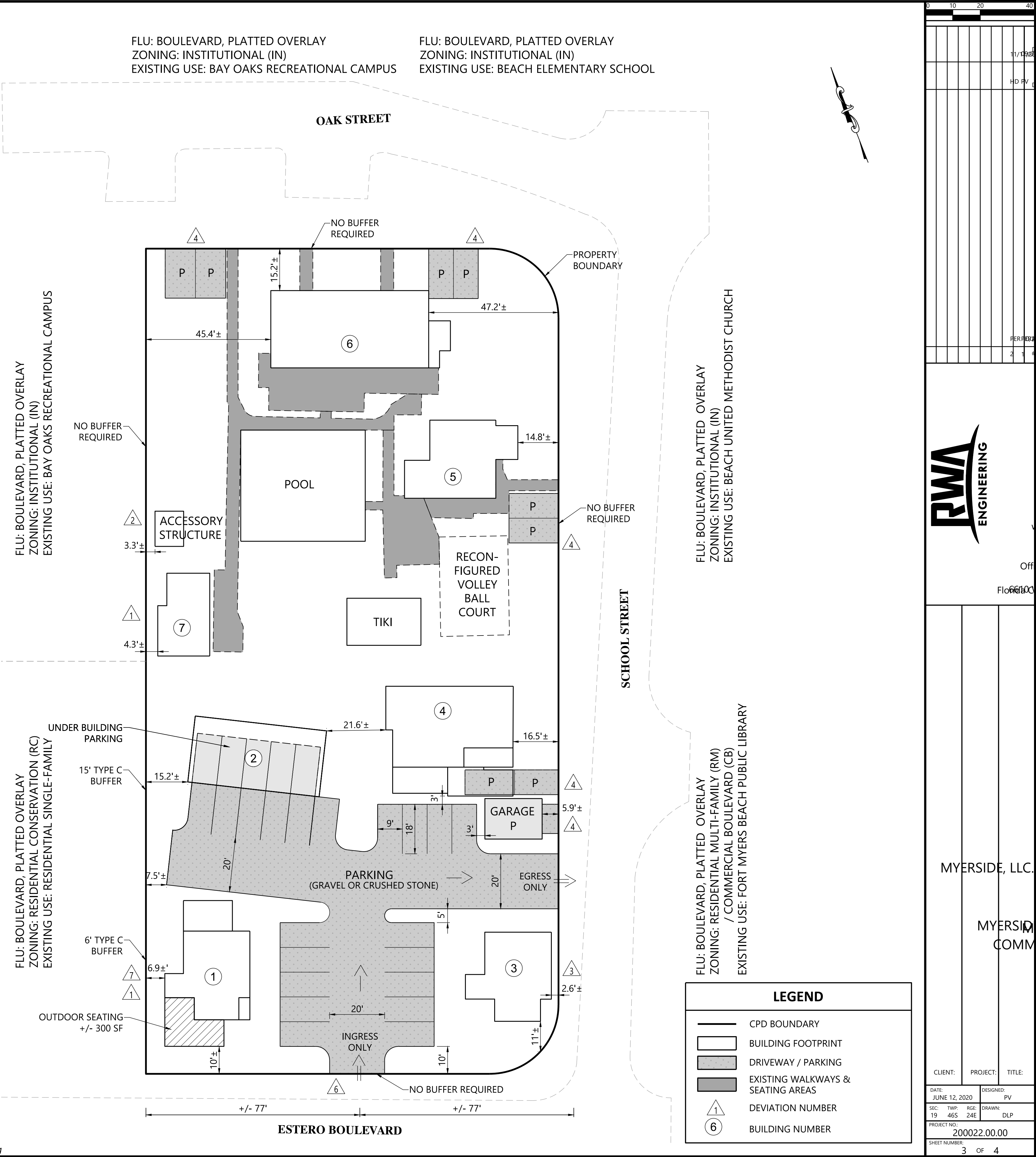
- ALL STRUCTURES IDENTIFIED ON THIS SHEET (PHASE 1) ARE EXISTING STRUCTURES. ALL STRUCTURES TO REMAIN IN EXISTING LOCATIONS EXCEPT BUILDING 2, WHICH WILL BE RELOCATED FROM ITS CURRENT LOCATION (SEE SHEET 1) TO THE LOCATION IDENTIFIED ON THIS SHEET.
- INDIVIDUAL PARKING SPACES AND PARKING AREAS WILL MEET LDC DIVISION 26 REQUIREMENTS EXCEPT FOR SPACES SUBJECT TO DEVIATION 4 AS IDENTIFIED ON THE MCP.
- ALL PRINCIPAL STRUCTURES MEET OR EXCEED THE 15' MINIMUM SEPARATION REQUIREMENT.
- WATER MANAGEMENT REQUIREMENTS FOR REDEVELOPMENT PROJECTS CAN VARY SIGNIFICANTLY. THE WATER MANAGEMENT PLAN WILL BE DESIGNED AT TIME OF D.O.
- THIS CPD WILL PROVIDE OPEN SPACE IN ACCORDANCE WITH LDC SECTION 10-415 AND AS MODIFIED BY DIVISION #7.
- EXISTING STRUCTURES ARE DEEMED NON-CONFORMING BUILDINGS IN ACCORDANCE WITH LDC -SECTION 34-3202, POTENTIAL FUTURE IMPROVEMENTS TO THOSE BUILDINGS WILL COMPLY WITH DIVISION 2 OF THE LDC.

SCHEDULE OF DEVIATIONS

- DEVIATION #1:** A DEVIATION FROM LDC TABLE 34-3 DIMENSIONAL REGULATIONS IN CONVENTIONAL ZONING DISTRICT THAT REQUIRES 15' SIDE SETBACKS FOR THE CR ZONING DISTRICT (*PER LDC SEC 34-953 BUILDING PLACEMENT, SIZE, DESIGN, AND ALL OTHER PROPERTY DEVELOPMENT REGULATIONS IN A CPD ZONING DISTRICT SHALL BE THE SAME AS FOR THE CR ZONING DISTRICT FOR CPDS THAT ARE PRIMARILY LODGING...*) TO ALLOW A ±6.9' FOR BUILDING 1, ±4.3' FOR BUILDING 7 AND ±7' FOR BUILDING 8.
- DEVIATION #2:** A DEVIATION FROM LDC SECTION 34-1174(2)(A) THAT REQUIRES ACCESSORY STRUCTURE SETBACKS TO BE THE SAME AS PRINCIPAL STRUCTURES OR 15' TO ALLOW A 3' SIDE SETBACK FOR THE ACCESSORY STRUCTURE ASSOCIATED WITH BUILDING 7, AND +/- 5.9' FOR THE ACCESSORY GARAGE ASSOCIATED WITH BUILDING 4.
- DEVIATION #3:** A DEVIATION FROM LDC TABLE 34-3 DIMENSIONAL REGULATIONS IN CONVENTIONAL ZONING DISTRICT THAT REQUIRES 10' STREET SETBACKS FOR THE CR ZONING DISTRICT (*PER LDC SEC 34-953 BUILDING PLACEMENT, SIZE, DESIGN, AND ALL OTHER PROPERTY DEVELOPMENT REGULATIONS IN A CPD ZONING DISTRICT SHALL BE THE SAME AS FOR THE CR ZONING DISTRICT FOR CPDS THAT ARE PRIMARILY LODGING...*) TO ALLOW A ±2.6' SETBACK FOR BUILDING 3.
- DEVIATION #4:** A DEVIATION FROM LDC SECTION 34-2015 (5), WHICH REQUIRES THAT “ALL PARKING LOTS MUST BE PROVIDED WITH SUFFICIENT MANEUVERING ROOM SO AS TO ALLOW AN EXITING VEHICLE TO LEAVE THE PARKING LOT IN A FORWARD MOTION...”, TO ALLOW EXITING VEHICLES TO LEAVE PARKING SPACES BY BACKING ONTO SCHOOL OR OAK STREETS.
- DEVIATION #5:** A DEVIATION FROM THE DRIVEWAY SEPARATION REQUIREMENTS OF LDC SECTION 10-296 ALONG ESTERO BOULEVARD TO ALLOW A DRIVEWAY ACCESS TO THE SUBJECT PROPERTY THAT IS ±77' FROM THE CLOSES ACCESS POINT TO THE NORTH AND ±77 TO SCHOOL STREET.
- DEVIATION #6:** A DEVIATION FROM LDC SECTION 10-416(D) TABLE 10-18 WHICH REQUIRES A 15' TYPE C BUFFER WHEN A COMMERCIAL USE ABUTS A RESIDENTIAL USE, TO ALLOW A 6' TYPE C BUFFER AS INDICATED ON THE MASTER CONCEPT PLAN.
- DEVIATION #7:** A DEVIATION FROM LDC SECTION 34-202(b)(5), WHICH REQUIRED ARCHITECTURAL ELEVATIONS OR A THREE-DIMENSIONAL RENDERING, TO INSTEAD ALLOW PICTURES OF THE EXISTING STRUCTURES.



DEVIATION #7 BUFFER SECTION



DENSITY

14 GUEST UNITS / 7.3 EQUIVALENCY UNITS

BUILDING DETAILS

- 1 ONE STORY, RESTAURANT, +/-700 SF
- 2 TWO STORIES, TWO UNITS, +/- 950 SF
- 3 ONE STORY, RETAIL, +/- 700 SF
- 4 PARTIAL TWO STORY, ONE UNIT, +/- 900 SF
- 5 TWO STORIES , TWO UNITS, +/- 1,393 SF AND RESORT OFFICE, 269 SF
- 6 TWO STORIES, FOUR UNITS, +/- 3,122 SF
- 7 ONE STORY, ONE UNIT, +/- 504 SF
- 8 TWO STORIES, FOUR UNITS,+/- 1,600 SF

PHASING

PHASE 2

- ADD BUILDING 8. MAY BE NEW CONSTRUCTION OR EXISTING ISLAND COTTAGE MOVED TO THE SITE.

NOTES

- ALL STRUCTURES EXCEPT BUILDING 8 ARE EXISTING BUILDINGS.
- INDIVIDUAL PARKING SPACES AND PARKING AREAS WILL MEET LDC DIVISION 26 REQUIREMENTS EXCEPT FOR SPACES SUBJECT TO DEVIATION 4 AS IDENTIFIED ON THE MAP.
- ALL PRINCIPAL STRUCTURES MEET OR EXCEED 15' MINIMUM SEPARATION REQUIREMENT.
- WATER MANAGEMENT REQUIREMENTS FOR REDEVELOPMENT PROJECTS CAN VARY SIGNIFICANTLY. THE WATER MANAGEMENT PLAN WILL BE DESIGN AT TIME OF D.O.
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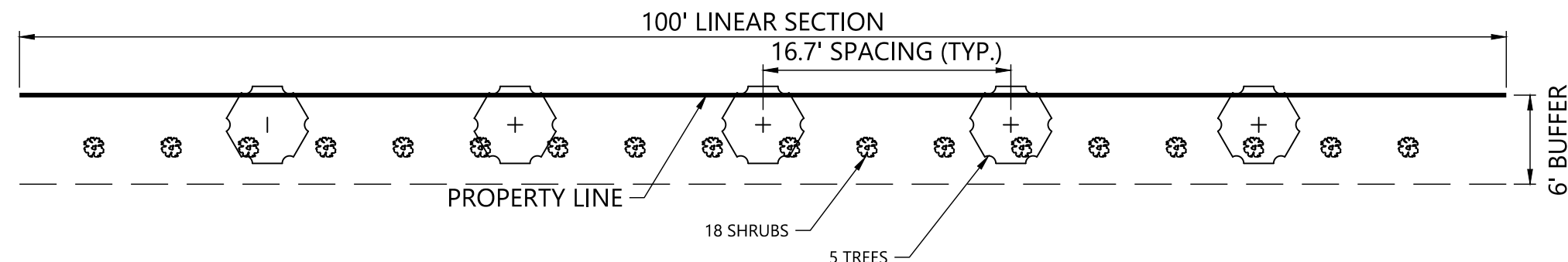
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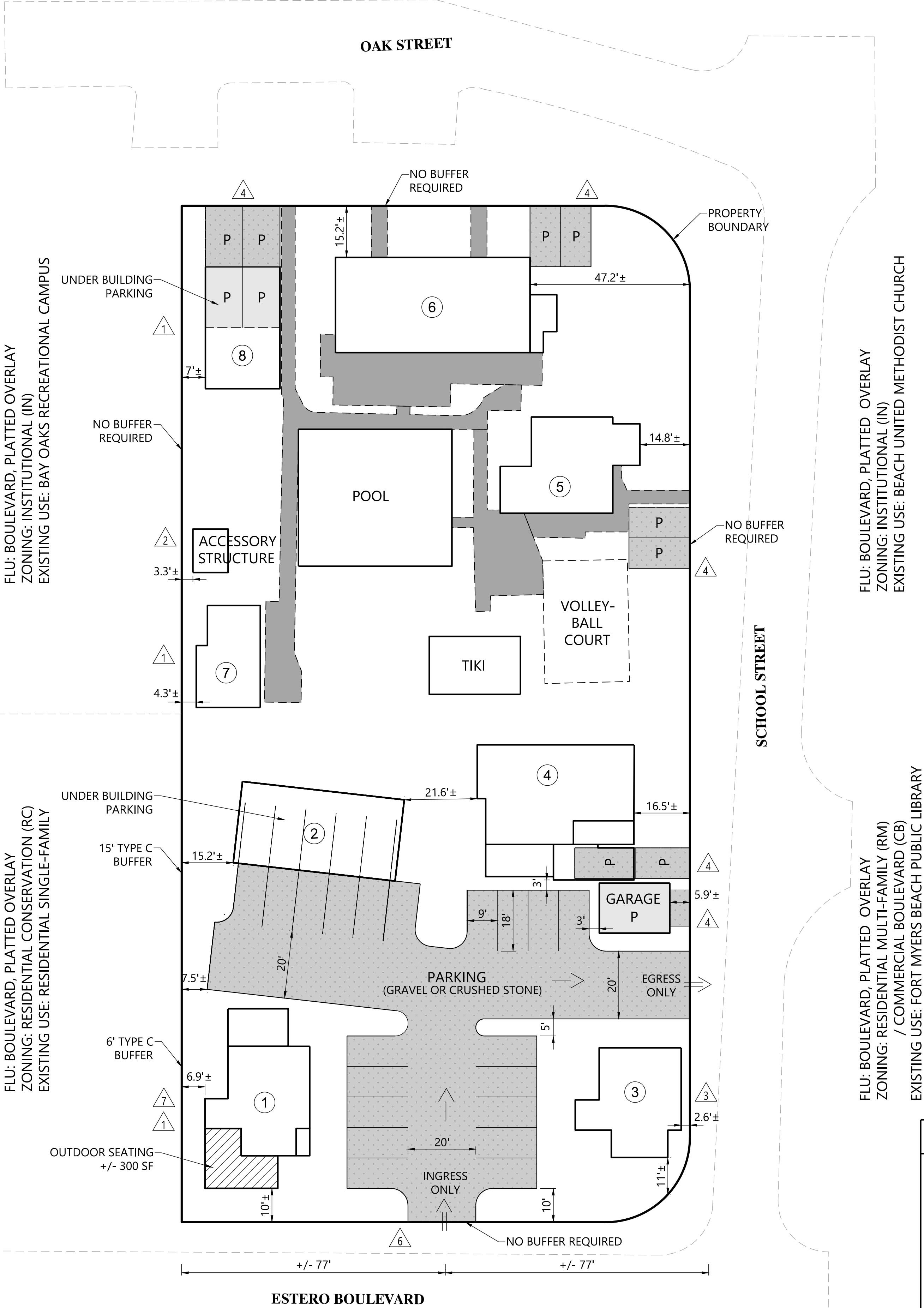
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DEVIATION #7 BUFFER SECTION

FLU: BOULEVARD, PLATTED OVERLAY
ZONING: INSTITUTIONAL (IN)
EXISTING USE: BAY OAKS RECREATIONAL CAMPUS

FLU: BOULEVARD, PLATTED OVERLAY
ZONING: INSTITUTIONAL (IN)
EXISTING USE: BEACH ELEMENTARY SCHOOL



FLU: BOULEVARD, PLATTED OVERLAY
ZONING: INSTITUTIONAL (IN)
EXISTING USE: BEACH UNITED METHODIST CHURCH

FLU: BOULEVARD, PLATTED OVERLAY
ZONING: RESIDENTIAL MULTI-FAMILY (RM)
/ COMMERCIAL BOULEVARD (CB)
EXISTING USE: FORT MYERS BEACH PUBLIC LIBRARY

LEGEND

CPD BOUNDARY

BUILDING FOOTPRINT

DRIVEWAY / PARKING

EXISTING WALKWAYS & SEATING AREAS

1

DEVIATION NUMBER

6

BUILDING NUMBER

0102040

DATE

11/19/2020

HD PV

DRAWN

PERFORMED

DATE

11/19/2020

2

1

4

RWA

ENGINEERING

www.cons

Office: 239.511.6100

Florence, FL 34108

CLIENT:

PROJECT:

TITLE:

DATE:

DESIGNED:

JUNE 12, 2020

PV

SHEET:

TWP:

REV:

DRAWN:

19

45S

24E

DLP

PROJECT NO.:

200022.00.00

SHEET NUMBER:

4 OF 4



July 10, 2020

VIA E-MAIL (kbhutada@fmbgov.com) AND REGULAR U. S. MAIL

Ms. Kelly Bhutada
Town of Fort Myers Beach - Community
Development
2525 Estero Boulevard
Fort Myers Beach, FL 33931

Town of Fort Myers Beach

JUL 13 2020

Received by: _____

RE: DCI #20200009
Myerside Resort and Cottages
Response to Insufficiency Letter of February 19, 2020

Dear Ms. Bhutada:

This is our response to your February 19, 2020 insufficiency letter with regard to the above-referenced application. We have placed your comment first and provided a response following:

1. As required under PART-V (B) of Public Hearing application, please provide signed and sealed boundary survey and a sketch of legal description describing the entire continuous perimeter boundary of the property subject to the zoning action.

Response: By separate e-mail you have agreed that since this is platted property that no boundary survey or sealed sketch of legal description is required.

2. Please revised the master concept plan (MCP) to provide all details as given under Town's Land Development Code Sec. 34-212. Additionally provide Architectural elevation drawings.

Response: Enclosed is a revised 4-page Master Concept Plan dated June 12, 2020, which contains the following:

Schedule of Uses
Site Development Regulations
Building Details
Parking
Schedule of Deviations
General Notes
Phasing plans

Phase 1 contains sub-phase A, sub-phase B, sub-phase C, and sub-phase D. The timing of which can be altered as to the sequence of implementation of the phases. Also included is a revised list of deviations and justification for deviations to accompany the revised Master Concept Plan. Phase 1 includes the relocation of Building 2. Phase 2 includes adding Building 8 to the site. Since seven of the eight buildings exist, the architectural theme is established and the 8th building will be consistent with that architectural theme. Exhibit C to the Narrative reflect the architectural theme of Old Fort Myers Beach cottages for the Subject Property. Also enclosed is a revised Narrative regarding consistency with the Comprehensive Plan of Fort Myers Beach and the consistency with the criteria for rezoning in the Land Development Code.

3. Provide parking calculations compliance with Town's Land Development Code Chapter 34, Article IV, Division 26. Additionally, parking spaces provided on site plan exceeds actual parking spaces on the site. Please revise the MCP to provide correct details.

Response: Maximum parking requirements are based on the following:

- Building 1 - restaurant with outdoor seating - 8 spaces
- Building 2 - 2 guest units - 2.4 spaces
- Building 3 - retail - 2.1 spaces
- Building 4 - 1 guest units - 1.5 spaces
- Building 5 - 2 guest units and office - 4.5 spaces
- Building 6 - 4 units - 6 spaces
- Building 7 - 1 unit - 1.5 spaces
- Building 8 - 4 units - 4.8 spaces

There will be at least 32 parking spaces (which may include a bike rack).

-
4. The Proposed development provide parking that will encroach in to the public Right of Way (ROW). No parking space shall encroach in to the ROW, please revise MCP.

Response: Parking encroaching into the ROW has been removed from the MCP.

5. Provide proof of ownership of Red Shutter Cottage and provide authorization from the owner to move the structure on the island.

Response: This is a request for rezoning to Commercial Planned Development (CPD). There is no specific request for a named cottage which may or may not be transferred to the site. Building 8 will be an additional building of 1,600 square

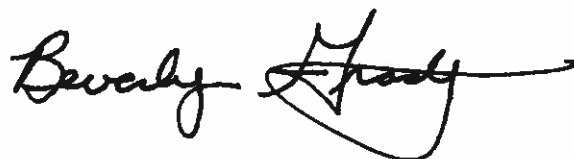
Ms. Kelly Bhutada - Town of Fort Myers Beach
July 10, 2020
Page 3

feet in compliance with the architecture typical of Fort Myers Beach cottages and proposed in Exhibit C.

Also enclosed please find a revised Exhibit 4-1 to Part IV - Property Ownership as the ownership for Lots 29 through 34 have been transferred to Myerside LLC.

Very truly yours,

ROETZEL & ANDRESS, LPA

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

Beverly Grady

BG/ro

Enclosures (3 sets are provided):

- Revised Master Concept Plan
- Revised Deviations and Justifications
- Revised Narrative
- Exhibit C to Narrative
- Revised Exhibit 4-1 to Part IV - Property Ownership

PLANNED DEVELOPMENT

TOWN OF FORT MYERS BEACH, SECTION 19, TOWNSHIP 46S, RANGE 24E,
LEE COUNTY, FLORIDA



RWA
ENGINEERING

6610 Willow Park Drive
Suite 200
Naples, FL 34109

4983 Royal Gulf Circle
Fort Myers, FL 33956

19503 S West Villages Pkwy
Unit A5
Venice, FL 34293

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

PREPARED FOR/OWNED BY:

**MYERSIDE, LLC.
145 SCHOOL ST.
FORT MYERS BEACH, FL 33931**

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DATE:	JUNE 12, 2020	PROJECT No.:	200022.00.00
		SHEET No.:	1 of 4



SCHEDULE OF USES

DWELLING UNITS, SINGLE OR 2-UNIT OR MULT-FAMILY
BED AND BREAKFAST
HOTEL/MOTEL
GUEST UNITS
RENTAL OF ANY PERMITTED UNIT PER PERIODS OF ONE DAY OR LONGER
RESORT
ACCESSORY APARTMENT
RESIDENTIAL ACCESSORY USE
ON-PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES
RESORT ACCESSORY USE
PERSONAL SERVICES
SUBORDINATE COMMERCIAL USES
RECREATIONAL FACILITIES
RETAIL STORE, SMALL
RESTAURANT

BUILDING DETAILS

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- ⑥ AND RESORT OFFICE, 269 SF
- ⑦ TWO STORIES, FOUR UNITS, +/- 3,122 SF
- ⑧ ONE STORY, ONE UNIT, +/- 504 SF

PARKING

REQUIRED SPACES:	32
PROVIDED SPACES:	33 (PHASE 1)
	35 (PHASE 2)

SITE DEVELOPMENT REGULATIONS

PRINCIPAL STRUCTURES
MINIMUM STREET SETBACK: 4 FEET
MINIMUM SIDE SETBACK: 4.3 FEET
MAXIMUM HEIGHT: 30 FEET PER LDC SECTION 34-631, MAXIMUM 3 STORIES
MINIMUM LOT SIZE: 20,000 SQUARE FEET
MINIMUM LOT WIDTH: 100 FEET
MINIMUM LOT DEPTH: 100 FEET
MINIMUM BUILDING SEPARATION: 15 FEET
MAXIMUM FLOOR AREA RATIO: 1.2

ACCESSORY STRUCTURES
MINIMUM SIDE SETBACK: SAME AS PRINCIPAL STRUCTURES, EXCEPT FOR ACCESSORY SHED TO BUILDING 7, WHICH WILL HAVE A MINIMUM SETBACK OF 3 FEET.

ALL OTHER DEVELOPMENT STANDARDS SHALL BE AS SET FORTH IN LDC CHAPTER 34 OR OTHER APPLICABLE PROVISIONS IN THE LDC.

SCHEDULE OF DEVIATIONS

DEVIATION #1: A DEVIATION FROM LDC TABLE 34-3 DIMENSIONAL REGULATIONS IN CONVENTIONAL ZONING DISTRICT THAT REQUIRES 15' SIDE SETBACKS FOR THE CR ZONING DISTRICT (PER LDC SEC 34-953 BUILDING PLACEMENT, SIZE, DESIGN, AND ALL OTHER PROPERTY DEVELOPMENT REGULATIONS IN A CPD ZONING DISTRICT SHALL BE THE SAME AS FOR THE CR ZONING DISTRICT FOR CPDS THAT ARE PRIMARILY LODGING...) TO ALLOW A 46.9' FOR BUILDING 1, 44.3' FOR BUILDING 7 AND 47' FOR BUILDING 8.
DEVIATION #2: A DEVIATION FROM LDC SECTION 34-1174(2)(A) THAT REQUIRES ACCESSORY STRUCTURE SETBACKS TO BE THE SAME AS PRINCIPAL STRUCTURES OR 15' TO ALLOW A 3' SIDE SETBACK FOR THE ACCESSORY SHED ASSOCIATED WITH BUILDING 7.
DEVIATION #3: A DEVIATION FROM LDC TABLE 34-3 DIMENSIONAL REGULATIONS IN CONVENTIONAL ZONING DISTRICT THAT REQUIRES 10' STREET SETBACKS FOR THE CR ZONING DISTRICT (PER LDC SEC 34-953 BUILDING PLACEMENT, SIZE, DESIGN, AND ALL OTHER PROPERTY DEVELOPMENT REGULATIONS IN A CPD ZONING DISTRICT SHALL BE THE SAME AS FOR THE CR ZONING DISTRICT FOR CPDS THAT ARE PRIMARILY LODGING...) TO ALLOW A 44' FOR BUILDING 3.
DEVIATION #4: A DEVIATION FROM LDC SECTION 34-2015 (5), WHICH REQUIRES THAT "ALL PARKING LOTS MUST BE PROVIDED WITH SUFFICIENT MANEUVERING ROOM SO AS TO ALLOW AN EXITING VEHICLE TO LEAVE THE PARKING LOT IN A FORWARD MOTION...", TO ALLOW EXITING VEHICLES TO LEAVE PARKING SPACES BY BACKING ONTO SCHOOL OR OAK STREETS.
DEVIATION #5: A DEVIATION FROM LDC SECTION 34-2016, DIMENSIONAL REQUIREMENTS, DELINEATION OF PARKING SPACES, TO ALLOW COMPACT CAR PARKING SPACES 0 8' X 16' AS SPECIFICALLY IDENTIFIED ON THE MASTER CONCEPT PLAN.
DEVIATION #6: A DEVIATION FROM THE DRIVEWAY SEPARATION REQUIREMENTS OF LDC SECTION 10-296 ALONG ESTERO BOULEVARD TO ALLOW A DRIVEWAY ACCESS TO THE SUBJECT PROPERTY THAT IS 477' FROM THE CLOSES ACCESS POINT TO THE NORTH AND 477 TO SCHOOL STREET.
DEVIATION #7: A DEVIATION FROM LDC SECTION 10-416(D) TABLE 10-18 WHICH REQUIRES A 15' TYPE C BUFFER WHEN A COMMERCIAL USE ADJUTS A RESIDENTIAL USE, TO ALLOW A 6' TYPES C BUFFER AS INDICATED ON THE MASTER CONCEPT PLAN.

GENERAL NOTES

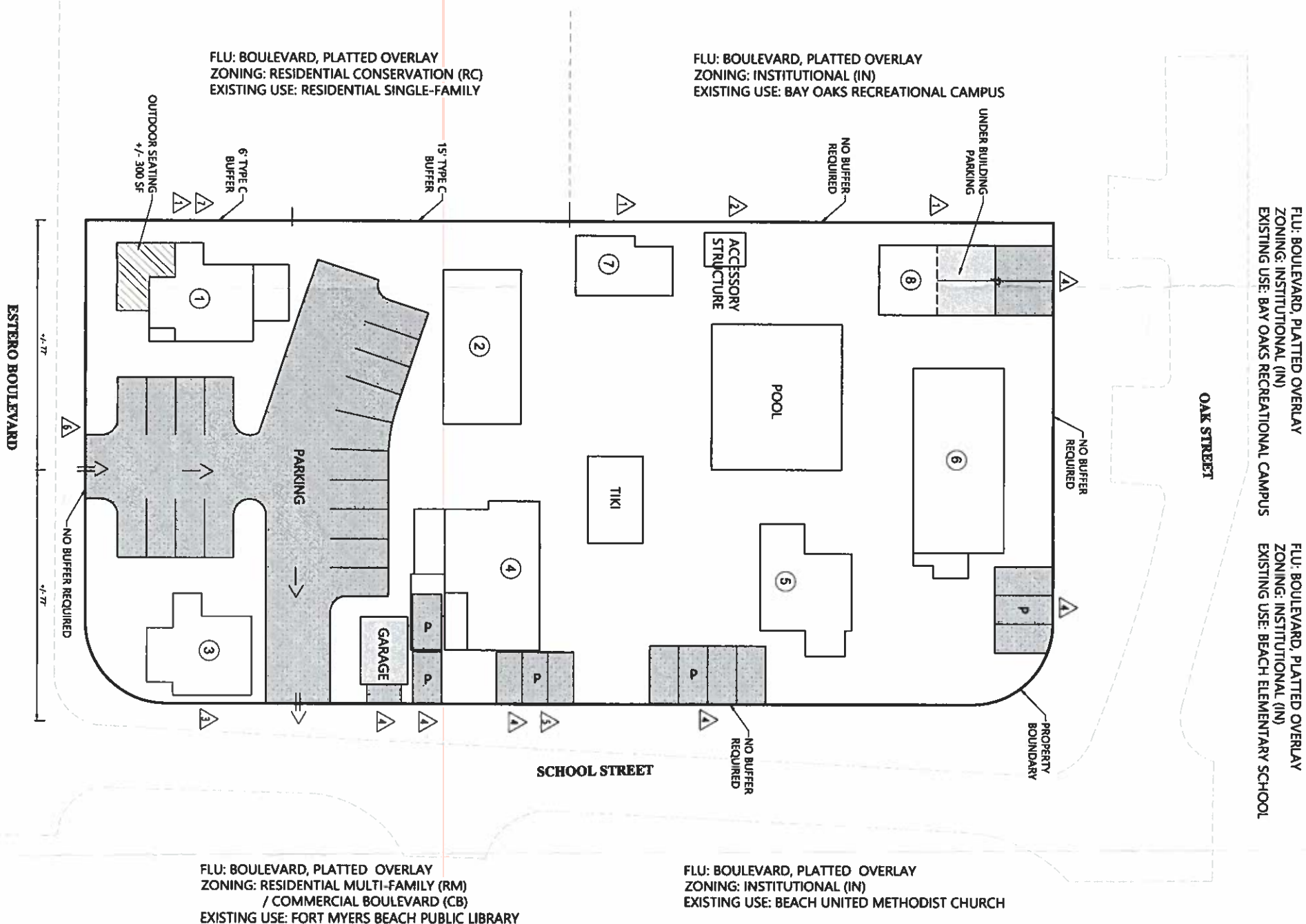
- 1) THIS PROJECT WILL BE DEVELOPED IN 2 PHASES.
- 2) THIS MASTER CONCEPT PLAN IS FOR PLANNING PURPOSES ONLY. THE OVERALL CONFIGURATION, SIZE AND LOCATION OF THE STRUCTURES AND OTHER IMPROVEMENTS MAY VARY SLIGHTLY. FINAL DESIGN AND IMPROVEMENT DETAILS SHALL BE PROVIDED AS PART OF THE DEVELOPMENT ORDER (DO) PROCESS.
- 3) THIS PLANNED DEVELOPMENT IS A REDEVELOPMENT PROJECT, WHICH INCLUDES EXISTING SITE IMPROVEMENTS AND STRUCTURES AS WELL AS PLANNED IMPROVEMENTS. THE INTENT OF THIS MCP IS TO REALISTICALLY DEPICT THOSE CONDITIONS AND REGULATE ALLOWED USES; HOWEVER, IT SHOULD NOT RESTRICT THE ABILITY TO MAKE OTHER SITE IMPROVEMENTS IF THOSE ARE CONSISTENT WITH THE GENERAL CONCEPT DEPICTED ON THE MCP AND IN COMPLIANCE WITH APPLICABLE LDC PROVISIONS.
- 4) PER LDC SECTION 34-2015(4) STACKING OF PARKING SPACES IS ALLOWED WHEN ASSOCIATED WITH A DRIVEWAY, CARPORT OR UNDER-BUILDING PARKING.
- 5) PER LDC SECTION 34-2017, THE PARKING ASSOCIATED WITH THIS PROJECT IS CONSIDERED "LOW TURNOVER" AND THEREFORE ALLOWS ALTERNATIVE UNPAVED SURFACES AS OUTLINED IN THE LDC.
- 6) PER LDC SECTION 34-1987(A), NO OFF-STREET LOADING AREA IS REQUIRED FOR THIS PROJECT.

June 25, 2020 7:41 AM K:\2020\20022.00\00 Myside Planned Development\0002 PD Support Services & MCP\MCP Plans\02 20022\000C MP01.dwg



BUILDING DETAILS

PHASE 2
SUBPHASE A: ADD BUILDING 8 = EXISTING OFF-SITE COTTAGE THAT WILL BE MOVED TO SUBJECT PROPERTY





Myerside Resort and Cottages Planned Development Schedule of Deviations and Justifications

The Myerside Resort and Cottages CPD is a redevelopment project aimed at conserving historical beach cottages and improving the subject property to create an attractive and functional boutique resort that offers lodging, recreational amenities, and small accessory restaurant and retail components that will serve resort and the general public. The existing structures on site date back to the 1930's. Since then development regulations have changed significantly, making those existing building non-conforming. The CPD zoning option provides design flexibility to allow innovative projects and planning practices through the use of deviations and site-specific development standards. Through the CPD and the deviations below, nonconformities can be addressed, conditioned and legitimized. The deviations requested are needed because of existing historical conditions – i.e. building placement and site configuration. It should be noted that most of the buildings and site improvements have been in place for decades and have had no detrimental impact on adjacent properties. The proposed CPD is consistent with the Town's comprehensive plan and furthers the intent of the Boulevard future land use district. As stated in Policy 4-B-5, the Boulevard district allows, and promotes the conservation of historic cottages and the mixed-use nature of this area.

DEVIATION #1: A deviation from LDC Table 34-3 Dimensional Regulations in Conventional Zoning District that requires 15' side setbacks for the CR zoning district (*Per LDC Sec 34-953 Building placement, size, design, and all other property development regulations in a CPD zoning district shall be the same as for the CR zoning district for CPDs that are primarily lodging...*) to allow $\pm 6.9'$ for Building 1, $\pm 4.3'$ for Building 7 and $\pm 7'$ for Building 8.

JUSTIFICATION: Since this is an existing condition and the structures have been in these locations for decades, it is appropriate to grant relief from the side setback requirement for buildings 1,7 and 8. The resort concept proposed is a continuance of the Fort Myers Beach early village design. It is important to recognize that the CPD proposes a village concept that is an improvement to this neighborhood and that a reduced setback is needed for this proposed village design. The proposed deviation simply legitimizes and allows the continuation of existing conditions that have had no detrimental impacts on adjacent properties.

DEVIATION #2: A deviation from LDC Section 34-1174(2)(a) that requires accessory structure setbacks to be the same as principal structures or 15' to allow a 3' side setback for the accessory shed associated with Building 7.

JUSTIFICATION: Since this is an existing condition and the structure has been in this location for decades, it is appropriate to grant relief from the side setback requirement for the accessory shed associated with Building 7. The proposed deviation simply legitimizes and allows the continuation of an existing condition that has no detrimental impact on adjacent properties. The shed abuts the public parking lot of the Bay Oaks pool facility and will continue to have no impact to public health, safety and welfare.

DEVIATION #3: A deviation from LDC Table 34-3 Dimensional Regulations in Conventional Zoning District that requires 10' street setbacks for the CR zoning district (*Per LDC Sec 34-953 Building placement, size, design, and all other property development regulations in a CPD zoning district shall be the same as for the CR zoning district for CPDs that are primarily lodging...*) to allow a $\pm 4'$ for Building 3.

JUSTIFICATION: Since this is an existing condition and the structure has been in this location for decades, it is appropriate to grant relief from the street setback requirement for Buildings 3. Building 3 is an integral part of the village resort concept proposed for this property. It has been in its current location for decades, it has no detrimental impact to adjacent properties and does not affect public health, safety and welfare. The proposed deviation legitimizes and allows the continuation of this existing condition.

DEVIATION #4: A deviation from LDC Section 34-2015 (5), which requires that "all parking lots must be provided with sufficient maneuvering room so as to allow an exiting vehicle to leave the parking lot in a forward motion...", to allow exiting vehicles to leave parking spaces by backing onto School or Oak Streets.

JUSTIFICATION: This deviation is requested to allow the continuation of existing conditions and to accomplish the village concept in which the existing parking is located on the periphery of the property and the recreational and open space areas are located at the center of the village complex. The proposed MCP and associated parking plan allows for some existing parking spaces to maintain their "back out" configuration along Oak Street and School Street. These parking spaces account for a small amount of the overall spaces and are in proximity and accessory to existing buildings. Moreover, Oak and School Streets are local roads with very low traffic volumes and low travel speeds. The existing back out spaces have not created unsafe conditions in the past nor will they do so in the future. The parking arrangement supports the village design and ease of access and convenience for patrons of the resort. Along Estero Boulevard where buildings 1 and 3 will be converted into ancillary restaurant and retail space, the parking has been centralized and formalized to improve access, circulation and general safety conditions by reducing access points, and eliminating back up parking spaces onto Estero Boulevard. The proposed improvement, in combination with the proposed deviation, will allow a much-improved parking plan, while allowing the village resort look and feel to be maintained.

DEVIATION #5: A deviation from LDC Section 34-2016, Dimensional requirements; delineation of parking spaces, to allow Compact Car parking spaces of 8' x 16' as specifically identified on the Master Concept Plan.

JUSTIFICATION: This deviation is requested in conjunction with deviation #4, to allow the continuation of existing parking conditions, and in support of the parking plan and village concept where accessory parking is proximate to individual buildings located on the periphery of the property. The proposed deviation allows for a slight reduction in parking space width and length. The proposed dimensions are consistent with compact parking spaces allowed throughout southwest Florida and the rest of the country. Some of the existing sub-standard spaces that are smaller than 8'x16' have been eliminated or moved slightly from their existing location to be consistent with the proposed deviation. The reduced dimensions will not have any impact on public health, safety and welfare.

DEVIATION #6: A deviation from the driveway separation requirements of LDC Section 10-296 along Estero Boulevard to allow a driveway access to the subject property that is $\pm 66'$ from the closes access point to the north and $\pm$ to School Street.

JUSTIFICATION: This is a request for a deviation from driveway access separation along Estero Boulevard. Currently, there are two driveway accesses from Estero Boulevard to the subject property. The two access points are being reduced to one access point. Phase 1 relocates Building 2 and creates one access point to a parking lot that will services the proposed accessory restaurant (Building 1) and retail (Building 3), as well as the guest units. This new configuration eliminates existing "back up" parking along Estero and limits the Estero access point to "ingress only" and the School access point to "egress only." This configuration will improve circulation patterns and safety conditions. The proposed access point on Estero is located $\pm 77'$ from the nearest driveway to the north and $\pm 77'$ from School Street to the south.

DEVIATION #7: A deviation from LDC Section 10-416(d) Table 10-18 which requires a 15' Type C buffer when a commercial use abuts a residential use, to allow a 6' Types C buffer as indicated on the Master Concept Plan.

JUSTIFICATION: This deviation is requested in conjunction with deviation #1 and provides relief to the buffer separation requirement due to existing site conditions. Building 1 is located approximately 6.9' from the adjacent property line where code requires a 15' Type C buffer. Along the length of Building 1, this deviation will allow the required Type C plantings and fence to be located within a 6' strip rather than a 15' strip. The proposed buffer will provide the required Type C plantings and fence but the buffer width will be reduced to accommodate Building 1 that has been in this location for decades. This deviation meets the intent of the buffer requirement, while not having any detrimental impact on the adjacent property and public health, safety and welfare.

MYERSIDE RESORT AND COTTAGES NARRATIVE
SUPPORTING CONSISTENCY WITH FORT MYERS BEACH COMPREHENSIVE PLAN,
CRITERIA FOR REZONING LDC 34-85; DESIGN GUIDELINES,
Revised July 10, 2020

This is a request to rezone Lots 23-34, Block C, Winklers Subdivision from RC to Commercial Planned Development (CPD) for a resort community (Subject Property) Myerside Resort and Cottages. The Subject Property is located at 2661-2681 Estero Boulevard, 125 and 131-151 School Street – 3 contiguous parcels. The Subject Property is designated as Boulevard in the Future Land Use Map attached as Exhibit A which is defined as follows:

POLICY 4-B-5 “BOULEVARD”: a mixed-use district along portions of Estero Boulevard, including less intense commercial areas, 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 overly” 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 Subject Property consists of 3 strap numbers and is located within the platted overlay which permits 10 dwelling units to the acre and requests a rezoning to CPD. Lots 23–28 are currently owned by Cottages at Myerside LLC and that parcel contains 5 structures with 5 dwelling units. Lots 29-34 which were owned by Weinmann Realty LLC have been transferred to Myerside LLC and that parcel contains 3 structures with 7 dwelling units. Although the official plat is sufficient for the legal description and boundary of the Subject Property, please find Exhibit 5-2 the survey attached for Lots 23-28 and the survey attached for Lots 29-34 to establish the location of the existing structures).

Lots 29-34 were approved for a special exception for a bed and breakfast inn by Council Resolution number 16-09 which is attached as Exhibit B. So the resort use has already been approved for half of the Property. (Note that since the Subject Property is platted in the official plat books no boundary survey is required for the Subject Property).

Boulevard is a mixed-use district. The Subject Property is surrounded by streets on three sides: Estero Boulevard, School Street and Oak Street. On the 4th side over one-half of the property line

is adjacent to a parking lot and also adjacent to a 2-story single-family home that is located on Estero Boulevard. The lot line adjacent to the parking lot and 2-story unit should be deemed a side lot line for purposes of property development regulations. The Master Concept Plan proposes an adequate buffer adjacent to the single-family lot. There is high density multi-family, offices and institutional uses surrounding the property. The Boulevard designation recognizes that non-residential uses are appropriate and states that the non-residential uses including motels and churches comprise 49% of the land and that the percentage shall not exceed 70%.

The subject site is located in a predominantly institutional area directly adjacent to the Bay Oaks Community Pool, across Oak Street from Bay Oaks Recreation Center ballfields, and Fort Myers Beach Elementary School and across School Street from the Fort Myers Beach United Methodist Church and public library. The site fronts on Estero Boulevard where the Boulevard contains a number of mixed uses in the area. The resort units on the Subject Property are centered around a center courtyard, tiki and pool area which replicates a village concept.

During Special Exception SEZ2015-00006 for the bed and breakfast inn which was approved in 2016, the record noted that at that time a number of improvements made by the Applicant had done much to promote safety, order, appearance and prosperity of the property and generally improved the same for the neighborhood.

There are 12 existing dwelling units on the 1.03-acre parcel. This is a phased resort redevelopment. This will be a phased project as the owners need to keep the hospitality use in operation while constructing the proposed improvements as shown on the 4-page Master Concept Plan and would request an extended period for actual construction.

The existing resort is described as follows:

Building 1	1 unit	700 S.F.	
Building 2	2 units	924 S.F.	
Building 3	1 unit	700 S.F.	
Building 4	1 unit	1,030 S.F.	
Building 5	2 units	1,267 S.F.	Office 250 S.F.
Building 6	4 units	3,200 S.F.	
Building 7	1 unit	504 S.F.	

Phase 1 consists of four (4) sub-phases which may occur in different order:

Sub-phase A: move Building 2

Sub-phase B: build centralized parking area (gravel and wheel stops with controlled points of ingress/egress)

Sub-phase C: convert Building 3 to retail use

Sub-phase D: convert Building 1 to restaurant and add outdoor seating

Phase 2 is the addition of Building 8 - 1 1,600 square foot cottage which architecture will be substantially similar to Exhibit C. Upon completion of the phases, there will be 15 units, 700 S. F. retail, and 700 S. F. restaurant with 300 S. F. outdoor seating.

The parking area will provide for 32 parking spaces, over half will be from a unified parking lot area.

The proposed resort units are consistent with the platted overlay and the conversion table in LDC Section 34-1801.

The design concept provides for historic-type cottages on the site consistent with the original Fort Myers Beach resort community. The Master Concept Plan proposes five guest units of less than 450 S. F. and two guest units between 450 and 750 S.F. and six guest units over 750 S.F. The guest units are the equivalent of 8.3 dwelling units.

The amenity center contains an existing pool, recreational area and a tiki hut which will serve beverages including alcoholic beverages.

The schedule of uses includes all the permitted and special exception uses in the Commercial Resort District and the uses of "retail, small," "personal services" and "restaurant" which are appropriate for a resort and those uses are sized to be a subordinate use of the resort.

The request is consistent with the goals, objectives, policies and intent and the intensities of the Fort Myers Beach comprehensive plan. It is consistent with the existing and the planned uses in this area of the Boulevard designation.

The design concept provides for a variety of beach cottages on the site consistent with the original Fort Myers Beach community. The design of the cottages are consistent with the architectural style so familiar to Fort Myers Beach and will provide hospitality and family-oriented resort services. Attached as Exhibit C are photos of the proposed cottage architectural elevations and design.

The Town found that the request for the bed-and-breakfast contributed to a mixed-use environment without increasing the intensity of use beyond what is there today. The visitors brought to the area by the lodging use will provide additional customers to support nearby commercial uses such as those at Seagrape Plaza. Additionally, it was recognized that by renovating existing 1950s structures the Applicant has helped preserve the Island's cottage-style architecture and scale. This request furthers that goal.

We respectfully submit that this proposed Master Concept Plan is supported by the Community Design Element of the Comprehensive Plan. That Element provides a vision for this area "School Street itself has also become a key connection from the bay to the beach, a palm-line showcase of restored and new cottages. ..." Existing and new in-fill development on School Street is in the spirit and scale of the Beach's classic cottages. The Master Concept Plan and proposal also is consistent with Goal 3 of the Comprehensive Plan which accomplishes the goal: "to revitalize specific transitional neighborhood." The Subject Property lies within "Heart of the Island" area identified for redevelopment in Objective 3-A. Goal 4 of the Comprehensive Plan provides "to keep Fort Myers Beach a healthy and vibrant 'small town' while capitalizing on the vitality and amenities available in a beach resort environment ..." The scale and design of the proposed resort use is consistent with the Beach's small town feeling and capitalizes on this location which is in

close proximity to the beach, the Gulf, as gulf/beach access is less than a 1/4-mile to the north and Pompano Street is even closer to the south.

The urban services to serve this resort already exist and have been serving the existing dwelling units (bed and breakfast) that exist on the site. There are no environmental areas on the site. In the Boulevard designation it provides that a planned development rezoning is required for commercial uses so that appropriate conditions can be placed.

The design of the cottage resort concept is consistent with the harmony of this mixed-use neighborhood. The parking plan provides for back-out parking onto the low volume local streets. The physical scale of the proposed cottages structures are consistent and an asset to the neighborhood. This proposal provides a balance to the rather large institutional structures in proximity to the proposed structures shown on the Master Concept Plan. The enclosed elevations in Exhibit C illustrate the beach architecture which meets the design criteria set forth in the Commercial Design criteria in LDC 34-991. The proposed design consists of traditional building forms. To maintain the historic concept, the site design provides for parking in close proximity to the cottages which results in more access points from the local streets – School Street and Oak Street.

The layout of the Master Concept Plan creates usable outdoor space with a compatible style and scale that is an asset to the pedestrian traffic on the surrounding streets. The proposed design is an enhancement to the Town's plan for the Boulevard area and is consistent with Policy 4-C-3 of the Comprehensive Plan, which provides direction concerning commercial locations for new or expanded commercial uses. In the Boulevard category "proposals must be sensitive to nearby residential uses, compliment 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." The scale and beach cottage architecture is consistent with the Comprehensive Plan and furthers its goals.

The minor commercial square footage is limited to 700 square feet of retail and 1,000 square feet of restaurant (700' indoor, 300' outdoor). These commercial uses would typically be considered as permitted as subordinate commercial due to the minimal square footage. Although they are located along Estero Boulevard and available to pedestrian travelers for shopping and food and beverage service, they are such a small size and scale that they meet the definition of subordinate commercial. These uses would not be a destination-type use. Policy 4-C-3 provides "the neighborhood context of proposed commercial uses is of paramount importance." The proposed resort use that includes small level of retail, food and beverage service is an asset to the surrounding institutional and residential uses in the neighborhood and are sufficiently small in scope that they are a supportive and subordinate use. In Case SEZ2015-00006, it was recognized in 2015 that the property had been used for short-term rentals in excess of a decade at that time. Staff found that the proposed resort use in 2015 was consistent with the Comprehensive Plan and the Land Development Code. We respectfully submit that the Master Concept Plan presents a unified theme and design that continues with a historic cottage design that is compatible with the surrounding neighborhood and vision for Fort Myers Beach. Upon completion of Phase 2, the site will consist of 13 resort units with a supportive yet small amount of commercial (retail, and food and beverage service) to support the resort use.

Each sub-phase request is for three years to obtain a development order and four years to complete the development order.

The proposed location for this resort use is an enhancement to the existing uses surrounding the site.

Attachments:

- Exhibit 5-2 survey Lots 23-28; survey Lots 29-34 [previously provided]
- Future Land Use Map (Exhibit A) [previously provided]
- Town Council Resolution 16-09 (Exhibit B) [previously provided]
- Architectural elevations (3) (Exhibit C)

EXHIBIT

Architectural
Elevations







EXHIBIT 4-1 TO PART IV – Property Ownership
[Revised July 10, 2020]

Cottages at Myerside LLC

19-46-24-W3-0020C.0230, Lots 23 through 26

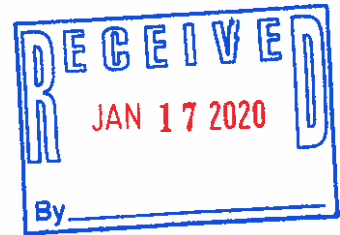
19-46-24-W3-0020C.0270, Lots 27 and 28

Myerside LLC

19-46-24-W3-0020C.0290, Lots 29 through 34

PROJECT NUMBER:

DATE:



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION for PUBLIC HEARING

This is a two part application. Please be sure to fill out this form, which requires general information, as well as the Supplemental Form application specific to action requested for the subject property. Please submit *one ORIGINAL paper copy, fourteen (14) copies* of all required applications, supplemental information, exhibits and documents. Please do not print and copy the instructions at the end of the application. In addition to application fees, the applicant is required to pay for (2) sets of mailings to neighboring property owners within 500', and all advertising fees.

Site Address: 2661-2681 ESTERO BLVD.; 125 SCHOOL ST.; 131-151 SCHOOL ST.

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

Applicant: MYERSIDE LLC

Phone: _____

Contact Name: _____

Phone: _____

Email: _____

Fax: _____

Current Zoning District: RESIDENTIAL CONSERVATION (RC)

Future Land Use Map (FLUM) Category: BOULEVARD

FLUM Density Range: MAX 10 DUPA

Platted Overlay: ☒ YES ☐ NO

ACTION REQUESTED

☐ Special Exception

☐ Variance

☐ Conventional Rezoning

☒ Planned Development ☐ Commercial ☐ Residential

☐ Master Concept Plan Extension

☐ Appeal of Administrative Action

☐ Vacation of Platted Right-of-way and Easement

☐ Other – cite LDC Section: _____

SUPPLEMENTAL FORM REQUIRED

PH-A

PH-B

PH-C

PH-D

PH-E

PH-F

PH-G

attach on separate sheet

PROJECT NUMBER:

DATE:

PART I – General Information

A. Applicant*: MYERSIDE LLC Phone: _____

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

Applicant Mailing Address: c/o Roetzel & Address, Beverly Grady, 2320 First Street, Fort Myers, FL 33901

Email: bgrady@ralaw.com Fax: (239) 337-0970

Contact Name: Beverly Grady Phone: (239) 337-3850

B. Relationship of Applicant to subject property:

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

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

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

Name: ROETZEL & ADDRESS Phone: (239) 337-3850

Address: 2320 FIRST STREET, FORT MYERS, FL 33901

Email: BGRADY@RALAW.COM Fax: (239) 337-0970

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

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

PROJECT NUMBER:

DATE:

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

PART II - Nature of Request

Requested Action (each request requires a separate application)

- ☐ Special Exception
- ☐ Variance from LDC Section _____ - _____
- ☐ Conventional Rezoning from _____ to _____
- ☒ Planned Development
- ☒ Rezoning from RC to ☒ Commercial PD ☐ Residential PD
- ☐ Amendment. List the project number: _____
- ☐ Extension/reinstatement of Master Concept Plan. List project number: _____
- ☐ Appeal of Administrative Action
- ☐ Vacation ☐ Right-of-Way ☐ Easement
- ☐ Other. Please Explain: _____
- _____
- _____

PART III - Waivers

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

Code Section: FMB Section 34-212(6) Traffic Impact Statement

Description: Waiver from Traffic Impact Statement

Code Section: _____

Description: _____

Code Section: _____

PROJECT NUMBER:

DATE:

Description: _____

PART IV – Property Ownership

☐ Single Owner (individual or husband and wife)

Name: _____ Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

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

☐ Complete Disclosure of Interest Form (see below)

☒ Attach list of property owners as Exhibit 4-1

☐ Attach map showing property owners interests as Exhibit 4-2 (for multiple parcels)

☐ For condominiums and timeshares see Explanatory Notes Part IV (Page 11)

DISCLOSURE OF OWNERSHIP INTEREST

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

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

Name and Address

Percentage Ownership

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

PROJECT NUMBER:

DATE:

Name, Address and Office
COTTAGES AT MYERSIDE LLC

Percentage of Stock

ROLAND A. WEINMANN AND BEVERLEY A. MILLIGAN
WEINMANN RENTALS, INC.

50% EACH

ROLAND A. WEINMANN

51%

BEVERLEY A. MILLIGAN

49%

c/o 145 School St., Fort Myers Beach, FL 33931

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

Name and Address

Percentage of Interest

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

Name and Address

Percentage of Ownership

PROJECT NUMBER:

DATE:

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

Name, Address and Office

Percentage of Stock

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date of Contract:

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

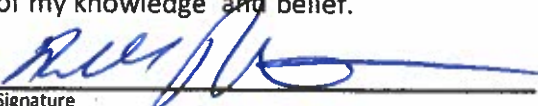
Name

Address

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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


Signature

MYERSIDE, LLC


Printed Name

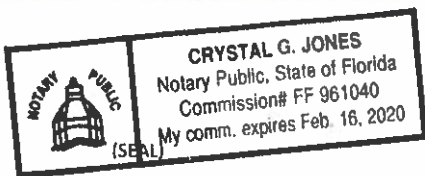
Its Manager

PROJECT NUMBER:

DATE:

STATE OF FLORIDA)
COUNTY OF LEE)

Subscribed and sworn to (or affirmed) before me this 6th day of January, 2020, by Roland Weimann.



Crystal G. Jones
Notary Public Signature

Crystal G. Jones
Notary Printed Name

Personally Known 1 or Produced Identification ✓

Type of Identification Produced: DLIC My Commission Expires: 02/16/2020

PART V - Property Information

A. Legal Description:

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

Property Address: 2661-2681 ESTERO BLVD., 125, 131-151 SCHOOL ST.

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee County? ☐ No. Attach a legible copy of the legal description as Exhibit 5-1.

☒ Yes. Property identified in subdivision: WINKLER SUBDIVISION

Book: 8 Page: 45 Unit: Block: C Lot(s): 23-34

B. Boundary Survey:

Attach a Boundary Survey of the property meeting the minimum standards of Chapter 61G17-6 of the Florida Administrative Code. A Boundary Survey must bear the raised seal and original signature of a Professional Surveyor and Mapper licensed to practice Surveying and Mapping by the State of Florida. Attach and label as Exhibit 5-2.

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 150' feet

PROJECT NUMBER:

DATE:

Depth (please provide an average width if irregular in shape) 300' feet

Frontage on street: 150' feet. Frontage on waterbody: N/A feet

Total land area: 1.03 ☒ acres ☐ square feet

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

1.3 MILES SOUTH OF SKY BRIDGE

☒ Attach Area Location Map as Exhibit 5-3

E. Property Restrictions (check applicable):

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

☐ A list of deed restrictions and/or covenants affecting the subject property is attached as Exhibit 5-4.

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

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

☒ Attach a list of surrounding property owners within 500 feet as Exhibit 5-6.

☒ Attach a map showing the surrounding property owners as Exhibit 5-7.

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

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

☐ Low Density

☐ Marina

☐ Mixed Residential

☐ Recreation

☒ Boulevard

☐ Wetlands

☐ Pedestrian Commercial

☐ Platted Overlay

H. Zoning (see official Zoning Map):

☐ RS (Residential Single-family)

☐ CF (Community Facilities)

☒ RC (Residential Conservation)

☐ IN (Institutional)

PROJECT NUMBER:

DATE:

PART VII

AFFIDAVIT

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

I, Roland Weinmann (name), as MANAGER (title)
of MYERSIDE LLC (company), swear or affirm under oath, that I am
the owner or the authorized representative of the owner(s) of the property and that:

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

MYERSIDE LLC

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

[Signature]
Signature

MANAGER

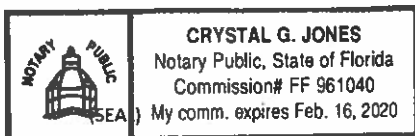
Title

Roland Weinmann
Typed or Printed Name

06/01/2020
Date

**STATE OF FLORIDA)
COUNTY OF LEE)**

Subscribed and sworn to (or affirmed) before me this 16th day of January,
2020, by Roland Weinmann, as (title) owner/manager on behalf of
(company name) MYERSIDE, LLC.



Crystal G Jones
Notary Public Signature

Crystal G Jones

Revised 1/6/2017

Town of Fort Myers Beach
2525 Estero Blvd., Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Permits@FortMyersBeachFL.gov Fax: 239-765-0909

Page 11 of 15

PROJECT NUMBER:

DATE:

Notary Printed Name

Personally Known _____ or Produced Identification ✓

Type of Identification Produced: FL-DLIC My Commission Expires: 02/16/2020

AUTHORIZATION FOR APPLICANT AND FOR AGENT

I, Roland Weinmann as a Member of Cottages at Myerside, LLC and a property owner hereby authorize:

1. Myerside, LLC to be the applicant to rezone Lots 23 through 28, Plat Book 8, Page 45, Block C to Commercial Planned Development; and
2. Roetzel & Andress, LPA to be an authorized agent for this rezoning application.

COTTAGES AT MYERSIDE, LLC

By: [Signature]

Printed Name: Roland Weinmann

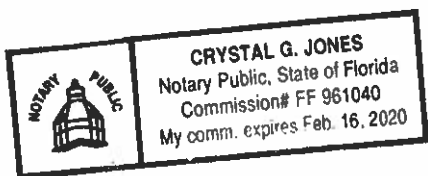
Title: Owner

STATE OF FLORIDA)
) §:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by means of [☒] physical presence OR [☐] online notarization, this 6th day of January, 2020 by Roland Weinmann as Manager of COTTAGES AT MYERSIDE LLC, on behalf of the limited liability company. He/She is [☐] is personally known to me OR [☒] who produced FL-DLIC as identification.

[NOTARY STAMP/SEAL]

Crystal G. Jones
Notary Public
Commission Expiration: 02/16/2020



AUTHORIZATION FOR APPLICANT AND FOR AGENT

I, ROLAND A. WEINMANN, as President of WEINMANN RENTALS, INC. and a property owner hereby authorizes:

1. Myerside, LLC to be the applicant to rezone Lots 19 through 34, Plat Book 8, Page 45, Block C to Commercial Planned Development; and
2. Roetzel & Andress, LPA to be an authorized agent for this rezoning application.

WEINMANN RENTALS, INC.

By:

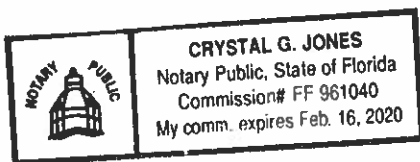
Roland A. Weinmann
Roland A. Weinmann, President

STATE OF FLORIDA)
) §:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence OR ☐ online notarization, this 6th day of January, 2020 by Roland A. Weinmann, President of WEINMANN RENTALS, INC., on behalf of the corporation. He is ☐ is personally known to me OR ☒ who produced FL-DIC as identification.

[NOTARY STAMP/SEAL]

Crystal G. Jones
Notary Public
Commission Expiration: 02/16/2020



O'Brien, Robin

From: O'Brien, Robin <RObrien@ralaw.com>
Sent: Wednesday, January 15, 2020 11:40 AM
To: green@fmbgov.com
Cc: Grady, Beverly
Subject: Myerside Resort and Cottages
Attachments: 4690_001.pdf

Jason:

On behalf of Beverly Grady, attached please find an Application for Waiver of Submittal Requires in connection with Myerside Resort and Cottages for your review and approval.

If you have any questions, please contact our office.

Thank you for your attention to this matter.

Robin O'Brien

Assistant to Sean M. Ellis, Beverly Grady, and Ashley L. Suarez

 **ROETZEL**

2320 First Street, Suite 1000

Ft. Myers, FL 33901

Direct Phone No.: 239.338-4254

Main Phone No: 239.337.3850

Fax No.: 239.337.0970

Email: robrien@ralaw.com

www.ralaw.com

Roetzel & Andress, A Legal Professional Association

Both Robin O'Brien and Roetzel & Andress intend that this message be used exclusively by the addressee(s). This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. Unauthorized disclosure or use of this information is strictly prohibited. If you have received this communication in error, please permanently dispose of the original message and notify Robin O'Brien immediately at 239-338-4254. Thank you.



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Application for Waiver of Submittal Requirements

Submit a request for waiver of submittal requirements prior to submitting an application for public hearing or administrative action. Requesting a waiver of submittal requirements simultaneously with an application may delay your application. The request and the director's response will become part of the application file.

Waiver is requested for items required for:

Public Hearing

- ☐ General Requirements
- ☐ DRI
- ☒ Planned Development
- ☐ Conventional Rezoning
- ☐ Special Exception
- ☐ Variance
- ☐ Appeal
- ☐ Other

Administrative Action

- ☐ General Requirements
- ☐ Planned Dev. Amendment
- ☐ Commercial Antenna
- ☐ Consumption on Premises
- ☐ Forced Relocation of a Business
- ☐ Interpretation of LDC
- ☐ Minimum Use Determination
- ☐ Setback Variance
- ☐ Other

Name of Project: MYERSIDE RESORT AND COTTAGES

Applicant: MYERSIDE, LLC

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

Street Address: 2661-2681 ESTERO BLVD.; 125 SCHOOL ST., 131-151 SCHOOL ST.

Phone Number: c/o Beverly Grady: (239) 338-4207

Email: c/o Beverly Grady: bgrady@ralaw.com



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Application for Waiver of Submittal Requirements

Specific requirements from which waiver is sought

Section Number	Requirement
PART 2-Submittal Requirements	Traffic Impact Statement
(Supplement PH-D)	
Section 34-212 Application for Planned Development (6)	Traffic Impact Statement

Scope of project and reasons for request

Explain the nature of the project and give reasons why you think specific requirements are inapplicable or otherwise should be waived.

SEE ATTACHED EXHIBIT A

I hereby state that the information provided above is accurate to the best of my knowledge. I recognize that if my project changes from what is described above approval of this waiver request may no longer be valid.

Signature Beverly Spady

Date January 15, 2020

Signature

Date

Director's Decision ☐ Approved ☐ Denied

Comments:

Signature

Date

Revised 1/6/2017

Town of Fort Myers Beach
2525 Estero Blvd., Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Permits@FortMyersBeachFL.gov Fax: 239-765-0909

Page 2 of 2

SUBMIT

EXHIBIT A TO WAIVER REQUEST

Pursuant to Section 34-202(a), the director is authorized to grant a waiver from a submittal requirement. This is a request for a waiver from providing a traffic impact statement. The Subject Property is currently developed - one-half of the Property has been approved bed-and-breakfast use pursuant to SEZ2015-00006, the other half of the Property has existing five (5) dwelling units. This application is requesting rezoning to CPD for a total of 15 guest units with a subordinate commercial uses of 600 s.f. retail and 600 s.f. of interior restaurant, and 300 s.f. of outdoor seating for the restaurant. The restaurant will be added as part of Phase 4 of the project. Therefore, the impact of the proposal is basically the equivalent of the existing density on the Property. Although the retail and restaurant will be open to the public, they are of such a size that their primary purpose is servicing the guest units and servicing pedestrian traffic. Due to the size of the proposed food and beverage service and retail service, these will not be destination locations. Therefore, there is no traffic impact statement needed for redevelopment that has the equivalency with the existing development.

EXHIBIT 4-1 TO PART IV – Property Ownership

Cottages at Myerside LLC

19-46-24-W3-0020C.0230, Lots 23 through 26

19-46-24-W3-0020C.0270, Lots 27 and 28

Weinmann Rentals, Inc.

19-46-24-W3-0020C.0290, Lots 29 through 34

PLAT OF

WINKLER SUBDIVISION.

A Subdivision beginning at the north-east corner of section 30 Tn 46 S R 24 E, thence west on the line between sections 19 and 30, 538.7 feet, thence south 25° 05' west 284.7 feet to the Gulf of Mexico, the point of beginning of land herein described, thence north 25° 05' east 584.9 feet to the north line of said section 30, thence west on said section line 95.15 feet, thence north 25° 17' east 943.32 feet, thence north 89° 45' west 1409 feet more to the west line of lot 1, section 19 T 46 S R 24 E, thence south along the west line of said lot 1, 1600 feet more to the Gulf of Mexico, thence south easterly with the incursions of the Gulf of Mexico to the point of beginning, together with riparian rights.

J. J. JAVIER AND SON
CIVIL ENGINEERS - FORT MYERS,
FLORIDA 1310
FOR

P/B 45

CERTIFICATE OF OWNERSHIP

This is to certify that the within signed and sealed copies of the land division described and have caused said land to be subdivided into lots, blocks and streets as shown and the same are hereby dedicated to the public, for use.

Signed, sealed and delivered in presence of me:

J. J. JAVIER

Notary Public

STATE OF FLORIDA)
COUNTY OF LEE)

I DO HEREBY CERTIFY that on this day of February A.D. 1930 personally appeared before me, an officer duly authorized to administer and take oaths and engagements, W. B. Winkler and Lillian L. Winkler his wife, both well known to me, as the persons making the foregoing dedication, and they severally solemnly pledged the execution thereof to be the free act and deed for the uses and purposes therein mentioned, and the said Lillian L. Winkler the wife of said W. B. Winkler upon an examination taken separately and apart from her said husband did acknowledge that she executed the foregoing device, free, freely, voluntarily and without any constraint, duress, fraud, fear or compulsion of or from her said husband.

Witness my hand and official seal the date last aforesaid.

J. J. JAVIER Notary Public
My commission expires 12th July 1931

CERTIFICATE OF SURVEY

We the undersigned certify that the plat as shown is a correct representation of the land plotted, and that permanent reference monuments have been placed as shown.

J. J. JAVIER AND SON
or Harry K. Davidson

This plat accepted this 15th day of March 1930 in open meeting of the Board of County Commissioners of Lee County, Florida.

Approved: Chairman Clerk

69226

Notary Public
State of Florida

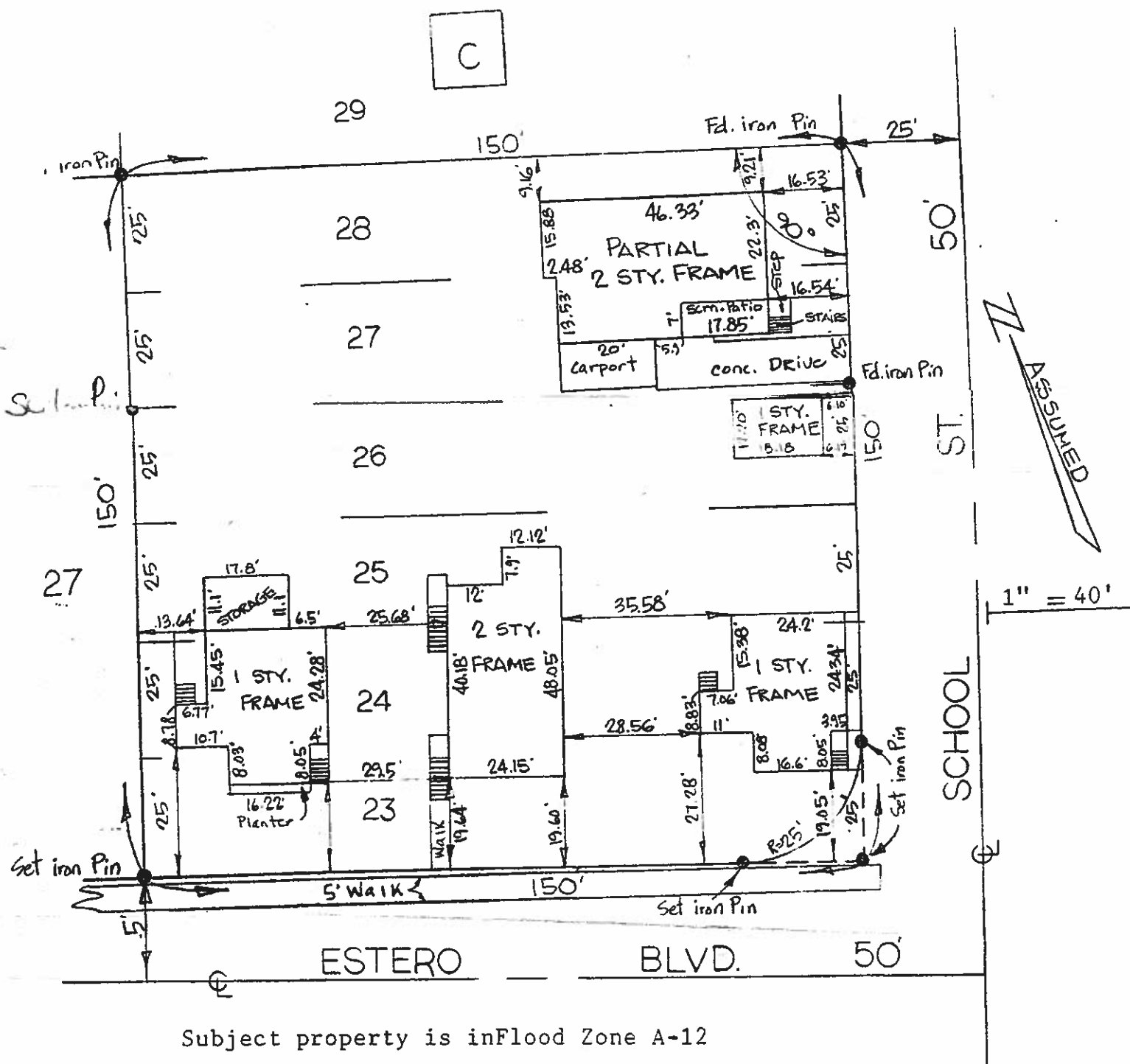
Winkler
Lillian L. Winkler
J. J. JAVIER
Notary Public



See C.C.M.B. 16 April 1939
for vacation of part of the
plat which lies within
limits of 9th and 10th
Sts. p. 12 page 6

Vacation of street line in limits
of tract marked Block X in P.B.
P.B. 16
C.C.M.B. 16 Page 88289

FIELDBOOK 203 PAGE 40 DATE 1/7/14		SECTION 19 TWP 46 S, RGE 24 E																							
NORTH ARROW 	FOUNDATION LOCATION	FIELDBOOK PAGE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">LEGEND</th> </tr> <tr> <td style="width: 10px; text-align: center;">●</td> <td>SET CONC. MON. WCAP I.D. # 3553</td> </tr> <tr> <td style="text-align: center;">○</td> <td>FD CONC. MON. WCAP</td> </tr> <tr> <td style="text-align: center;">○</td> <td>FD CONC. MON.</td> </tr> <tr> <td style="text-align: center;">○</td> <td>FD IRON PIN</td> </tr> <tr> <td style="text-align: center;">○</td> <td>ASSUMED ELEVATION</td> </tr> <tr> <td style="text-align: center;">○</td> <td>BENCHMARK</td> </tr> <tr> <td style="text-align: center;">○</td> <td>RECORDED</td> </tr> <tr> <td style="text-align: center;">○</td> <td>MEASURED</td> </tr> <tr> <td colspan="2" style="text-align: center;">CONT REVERSE SIDE</td> </tr> <tr> <td colspan="2" style="text-align: center;">FINAL SURVEY DATE</td> </tr> </table>	LEGEND		●	SET CONC. MON. WCAP I.D. # 3553	○	FD CONC. MON. WCAP	○	FD CONC. MON.	○	FD IRON PIN	○	ASSUMED ELEVATION	○	BENCHMARK	○	RECORDED	○	MEASURED	CONT REVERSE SIDE		FINAL SURVEY DATE	
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○	BENCHMARK																								
○	RECORDED																								
○	MEASURED																								
CONT REVERSE SIDE																									
FINAL SURVEY DATE																									
SCALE 1" = 30' LEGAL DESCRIPTION (AS PROVIDED BY CLIENT) This is a boundary survey of the following : Lots 29 through 34, Block C, Winkler Subdivision as recorded in Plat Book 8, Page 45 of the Public Records of Lee County, Florida. The property address is 131, 145, 147 & 151 School St. per County Records. 2 PAGES 5-2																									
NOTES - REPRODUCTION OF THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. - NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN. - NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED. - BEARINGS SHOWN HEREON ARE BASED ON <u>Angles are field measured</u> - THIS PROPERTY LIES IN FLOOD ZONE AE EL 12 & 13 NAVD88 PER F.I.R.M. PANEL NO. 12071C0554F, DATED 8/28/2008 - LAST DATE OF FIELDWORK 1/7/14 - ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF CERTIFICATE I hereby certify that the above described property was surveyed under my direction and the sketch of survey is true and correct to the best of my knowledge. This survey meets or exceeds the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Rule 61G17 - 6 Florida Administrative Code, and pursuant to Section 472.027 Florida Statutes. There are no visible encroachments other than those shown hereon. P.L.S. MARK O. ALLEN P.L.S. #3553 LB #6558																									
MARK O. ALLEN, INC. PROFESSIONAL LAND SURVEYOR																									
FAX: (239) 992-6070 TELE: (239) 992-8900		10602 WOODS CIRCLE BONITA SPRINGS, FL 34135																							
DWN BY MG	CHK'D BY	ORDERED BY Beverly Milligan	SHEET 1 OF 1 DWG NO. 2014-3																						



SURVEY PLAT

For Lots 23-24-25-26-27-28, Block "C" WINKLER Subdivision as recorded in Plat Book 8 Page 45. Public Records of Lee County, Florida.

FOR: Donald Nyman

BY: S & H Land Survey Co.
7218 Drake Drive SW
Ft. Myers, Florida 33908

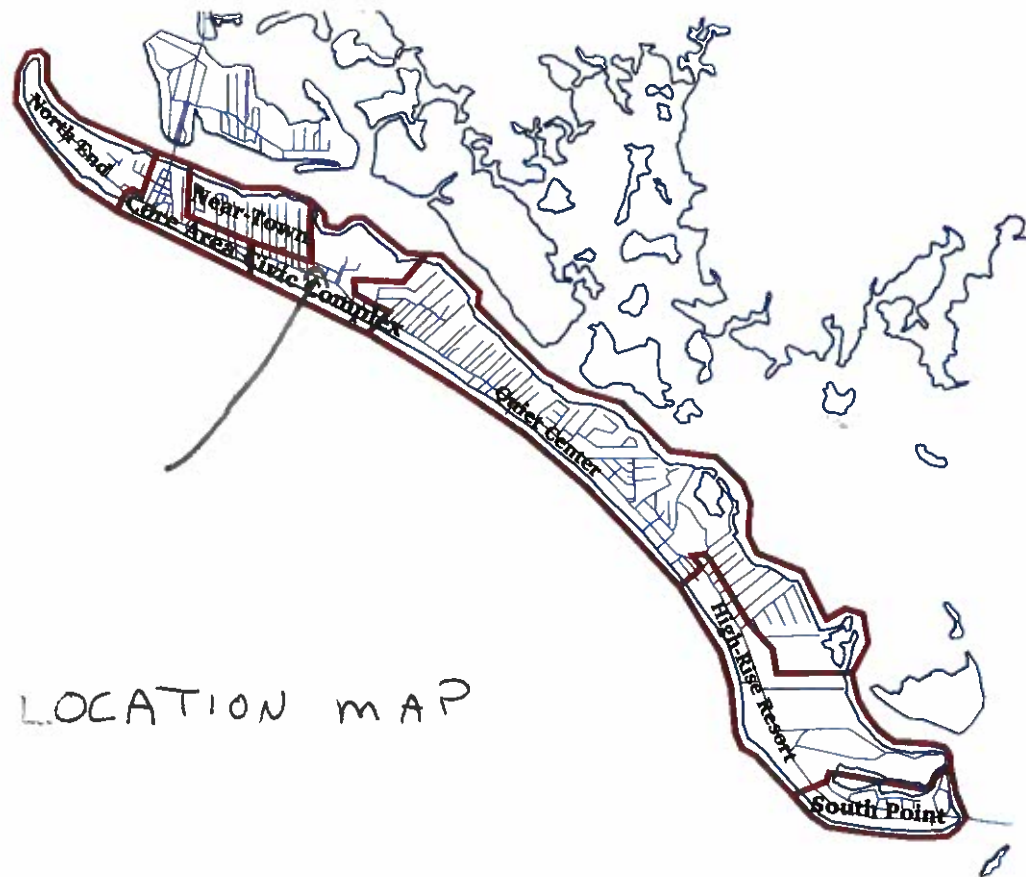
CERTIFICATE OF SURVEY: I hereby certify that the plat hereon meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes

DATE: May 21, 1987

Richard L. Hardy
Reg. Land Surveyor #3135
State of Florida

2661-26671-2681 Estero Blvd. & 125 School St.
JOB 6208-A Boundary -Location

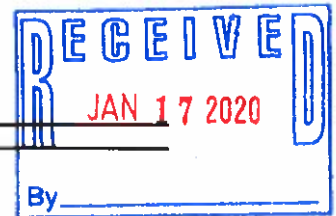
Richard L. Hardy



LOCATION MAP

Case # _____
Planner _____

Date Received _____
Date of Sufficiency/Completeness _____



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-D

Additional Required Information for a Planned Development Application

This is the second part of a two-part application. This part requests specific information for a planned development rezoning or an amendment to an approved planned development. Include this form with the Request for Public Hearing form.

Project Name: MYERSIDE RESORT AND COTTAGES
Authorized Applicant: MYERSIDE LLC
STRAP Number(s): 19-46-24-W3-0020C.0230; 19-46-24-W3-00200C.0270; AND 19-46-24-W3-0020C.0290

Current Property Status:	
Current Zoning: RC	
Future Land Use Map (FLUM) Category: BOULEVARD	
Platted Overlay? ☒ yes ☐ no	FLUM Density Range:

Requested Action:

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

Case # _____
Planner _____

Date Received _____
Date of Sufficiency/Completeness _____

PART I
Narrative Statements

A. Comprehensive Plan Amendments (check one)

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

B. Phasing of Construction

☐	The development is to be constructed in a single phase.
☒	The development is to be constructed in phases as follows: (describe proposed phasing below)
Phasing is described in attached Narrative	

Case # _____
Planner _____

Date Received _____
Date of Sufficiency/Completeness _____

C. Comprehensive Plan Compliance.

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

SEE ATTACHED NARRATIVE

D. Design Standards Compliance

For projects required to meet Commercial Design Standards, explain how the proposed development complies with the design standards set forth in LDC Sections 34-991 through 34-997.

SEE ATTACHED NARRATIVE

E. Decision-making Compliance

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

[illegible]

F. Schedule of deviations and written justification

Provide a list of the requested deviations keyed to the Master Concept Plan, and provide a written justification for each deviation. The location of each deviation should be indicated on the Master Concept Plan.

[illegible]

Case # _____
Planner _____

Date Received _____
Date of Sufficiency/Completeness _____

G. Administrative amendments to approved Master Concept Plan

For amendments to an approved Master Concept Plan, indicate the specific amendments that could not be approved administratively as set forth in LDC Section 34-219.

N/A

PART 2
Submittal Requirements

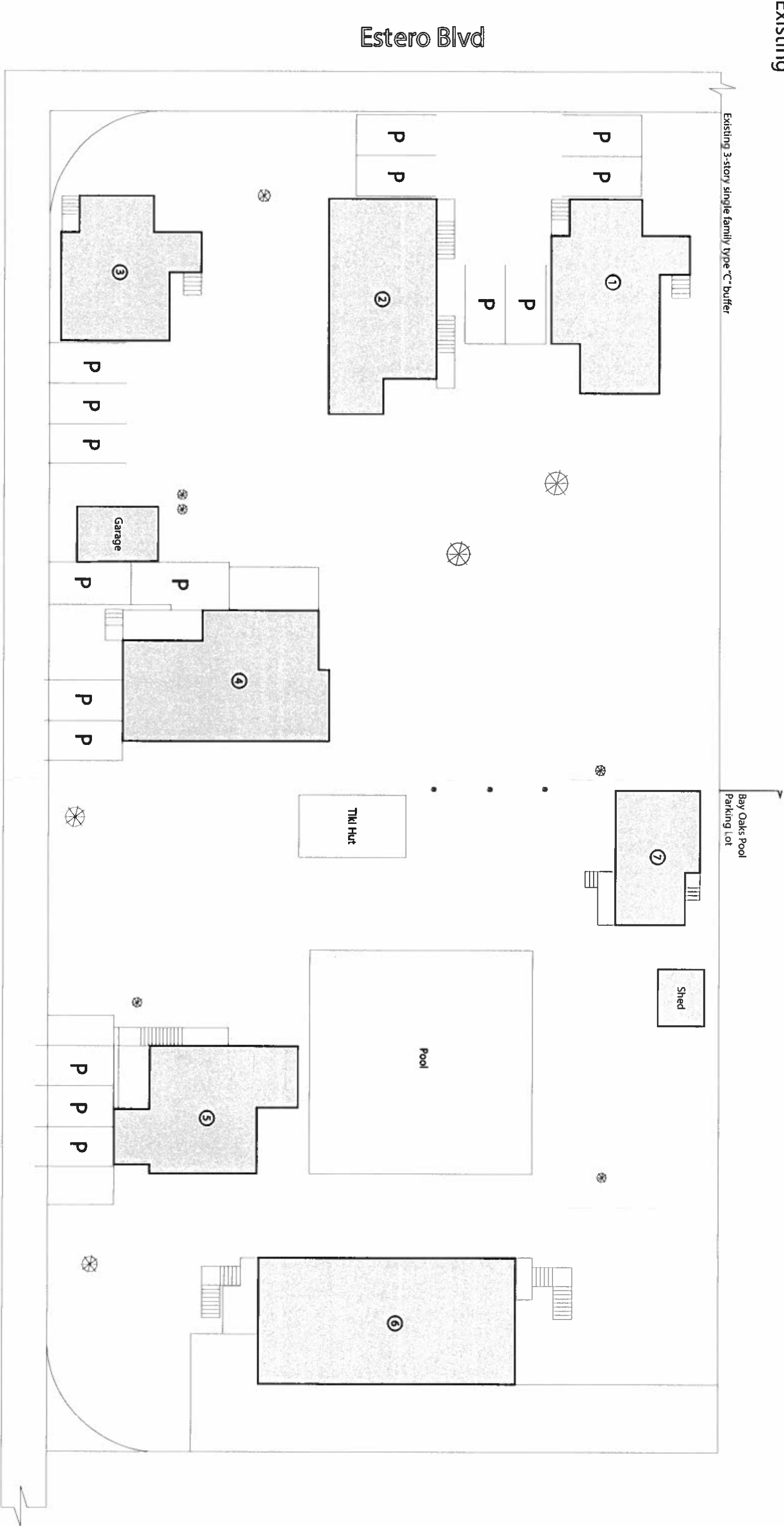
All applications for a planned development must submit fourteen (14) copies of this application form and all applicable exhibits.

Required Items

Public Hearing Request Form
Supplement Form PH-D
Master Concept Plan
Traffic Impact Statement
Architectural Elevations
Schedule of Uses

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

Master Concept Plan
Myerside Resort and Cottages
Existing



School St

Estero Blvd

Existing 3-story single family type "C" buffer

Bay Oaks Pool
Parking lot

Existing

P

Existing structure
Parking space

P

Tree

Max. height - 30'

Dwelling units - 13

Max. FAR - 1.2

24 parking spaces

1

One story, one unit, 700 sq/ft

2

Two stories, three units, 950 sq/ft

3

One story, one unit, 700 sq/ft

4

Partial two story, two unit, 900 sq/ft

5

Two stories, two units + office, 1200 sq/ft

6

Two stories, four units, 1600 sq/ft

7

One story, one unit, 510 sq/ft

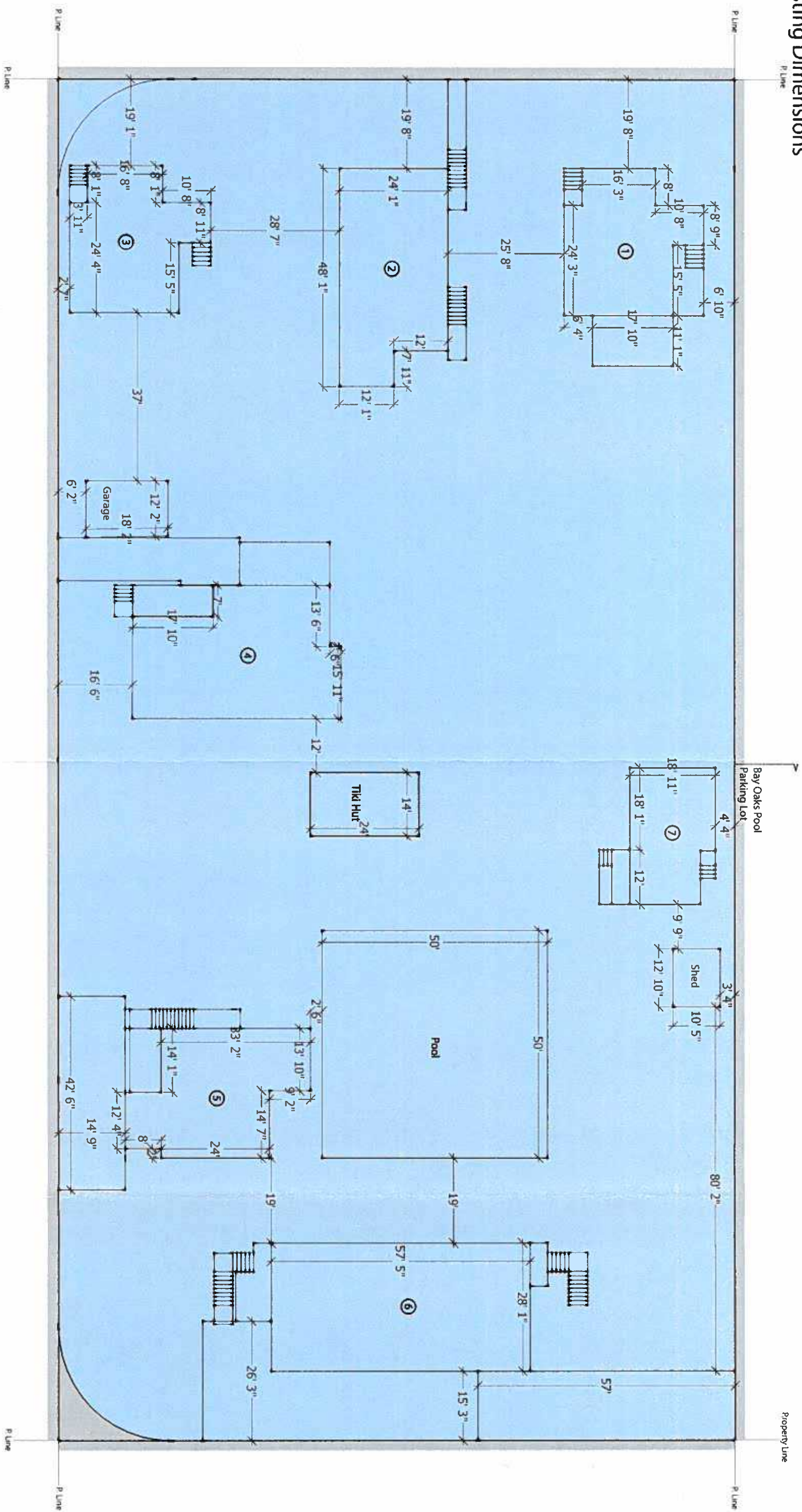
5'

10'

20'

Sheet
1/8

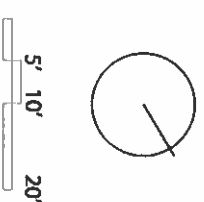
Master Concept Plan Myerside Resort and Cottages Existing Dimensions



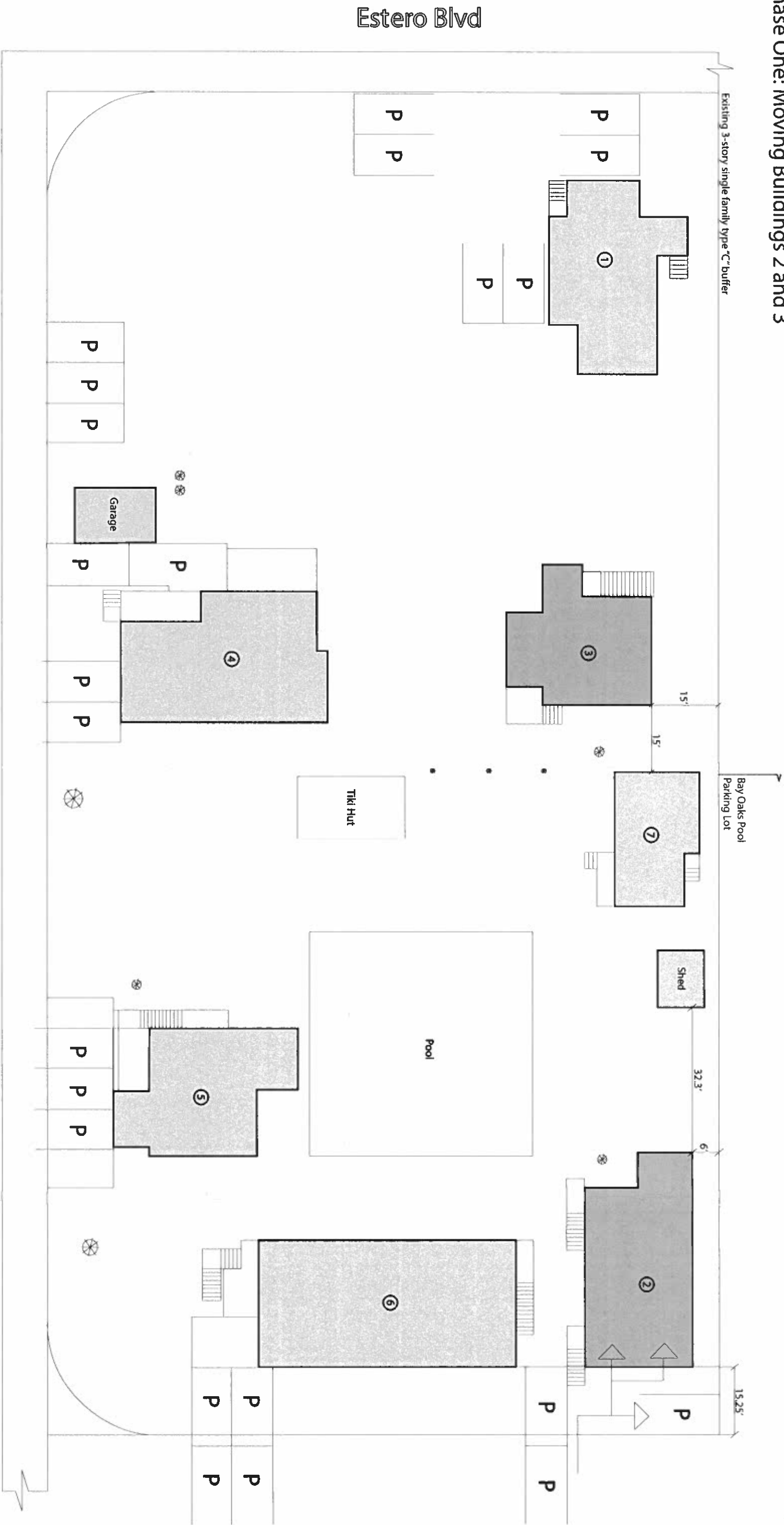
Structure Details Legend

- ① One story, one unit, 700 sq./ft.
- ② Two stories, three units, 950 sq./ft.
- ③ One story, one unit, 700 sq./ft.
- ④ Partial two story, two unit, 900 sq./ft.
- ⑤ Two stories, two units + office, 1,200 sq./ft.
- ⑥ Two stories, four units, 1,600 sq./ft.
- ⑦ One story, one unit, 510 sq./ft.

Existing Dimensions

Sheet
2/8

Master Concept Plan
Myerside Resort and Cottages
Phase One: Moving Buildings 2 and 3



School St

Estero Blvd

Existing structure

Moved Structure

P

Parking space

Tree

Max. height - 30'
Guest units - 13
Max. FAR - 1.2
25 parking spaces

Structure Details Legend

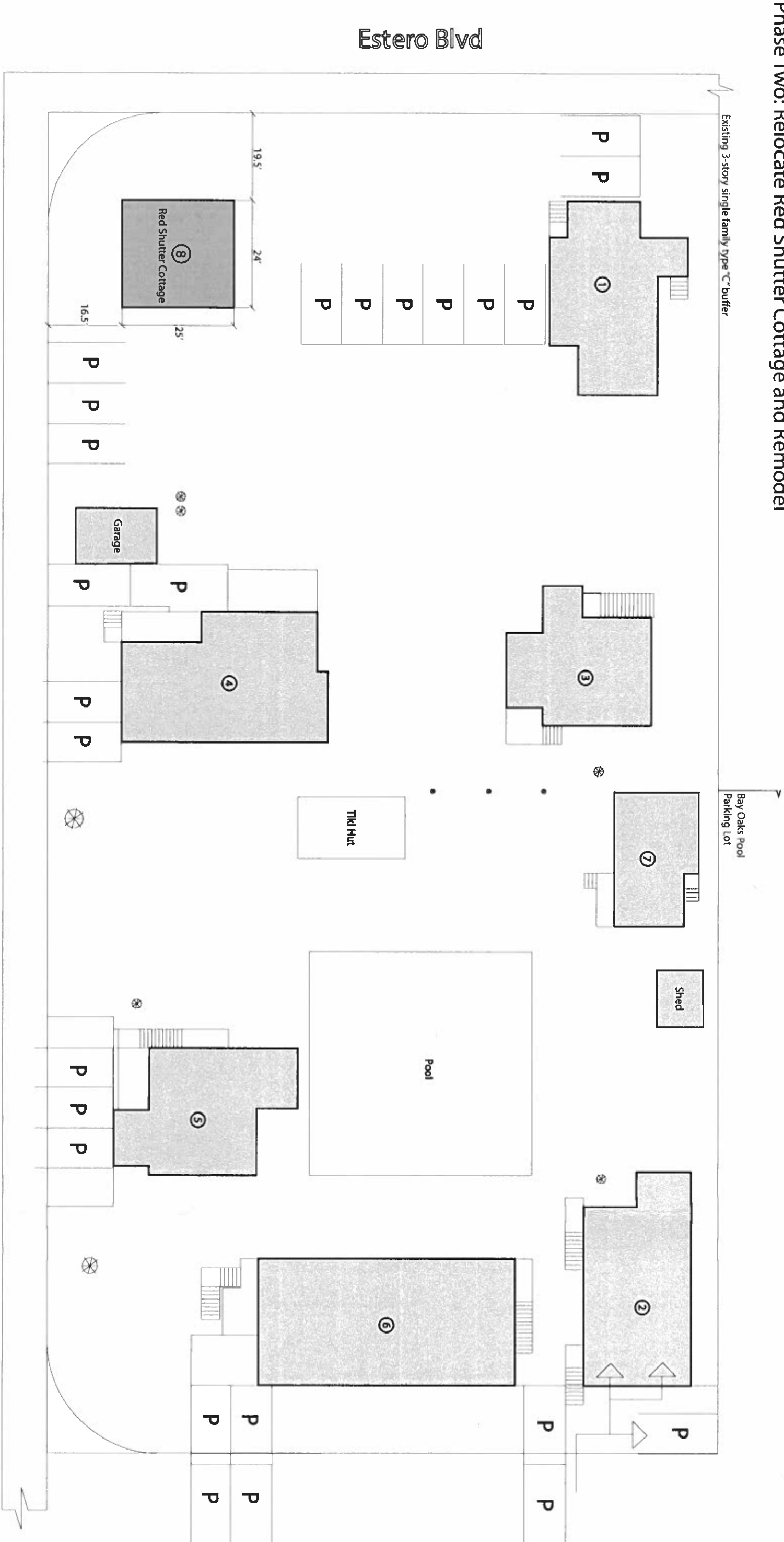
- ① One story, one unit, 700 sq/ft
- ② Two stories, three units, 950 sq/ft
- ③ One story, one unit, 700 sq/ft
- ④ Partial two story, two unit, 900 sq/ft
- ⑤ Two stories, two units + office, 1200 sq/ft
- ⑥ Two stories, four units, 1600 sq/ft
- ⑦ One story, one unit, 510 sq/ft



5' 10' 20'

Sheet
3/8

Master Concept Plan
Myerside Resort and Cottages
Phase Two: Relocate Red Shutter Cottage and Remodel



School St

Structure Details Legend

- ① One story, one unit, 700 sq/ft
- ② Two stories, three units, 950 sq/ft
- ③ One story, one unit, 700 sq/ft
- ④ Partial two story, two unit, 900 sq/ft
- ⑤ Two stories, two units + office, 1200 sq/ft
- ⑥ Two stories, four units, 1600 sq/ft
- ⑦ One story, one unit, 510 sq/ft



5' 10' 20'

Sheet
4/8

Master Concept Plan
Myerside Resort and Cottages
Phase Three: Add four 1-bedroom units



School St

Estero Blvd

Existing 3-story single family type "C" buffer

Bay Oaks Pool
Parking Lot

Shed

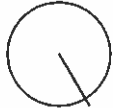
Pool

Tiki Hut

Garage

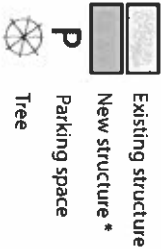
Structure Details Legend

- | | |
|---------------------------------------|---|
| ① One story, one unit, 700 sq/ft | ④ Partial two story, two unit, 900 sq/ft |
| ② Two stories, three units, 950 sq/ft | ⑤ Two stories, two units + office, 1200 sq/ft |
| ③ One story, one unit, 700 sq/ft | ⑥ Two stories, four units, 1600 sq/ft |
| *③a Two story, two unit, 600 sq/ft | ⑦ One story, one unit, 510 sq/ft |
| *③b Two story, two unit, 600 sq/ft | ⑧ One story, retail unit, 600 sq/ft |



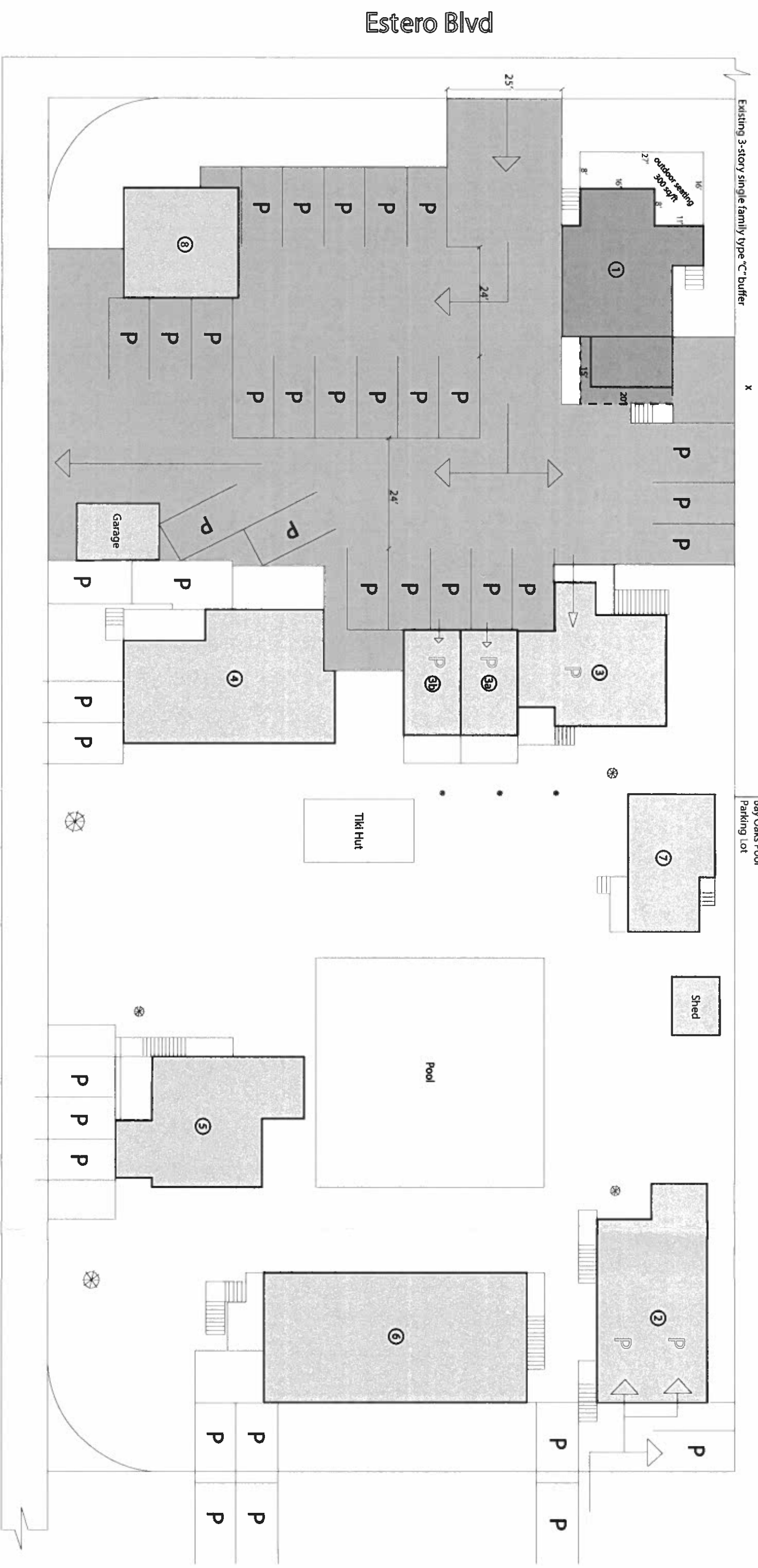
5' 10' 20'

Phase three: add four 1-bedroom
units to structure 3

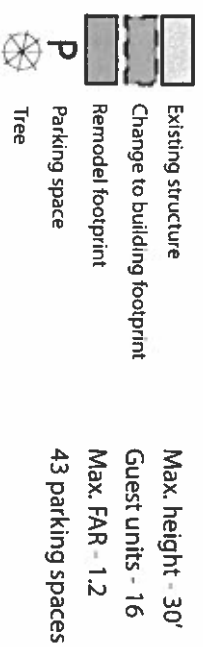


Sheet
5/8

Master Concept Plan Myerside Resort and Cottages Phase Four: Remodel and Create Restaurant in Building 1 Create Additional Parking

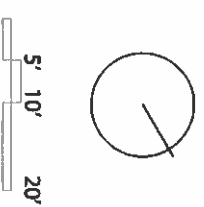


Phase four: add 100 sq/ft* to building 1 and formalize parking

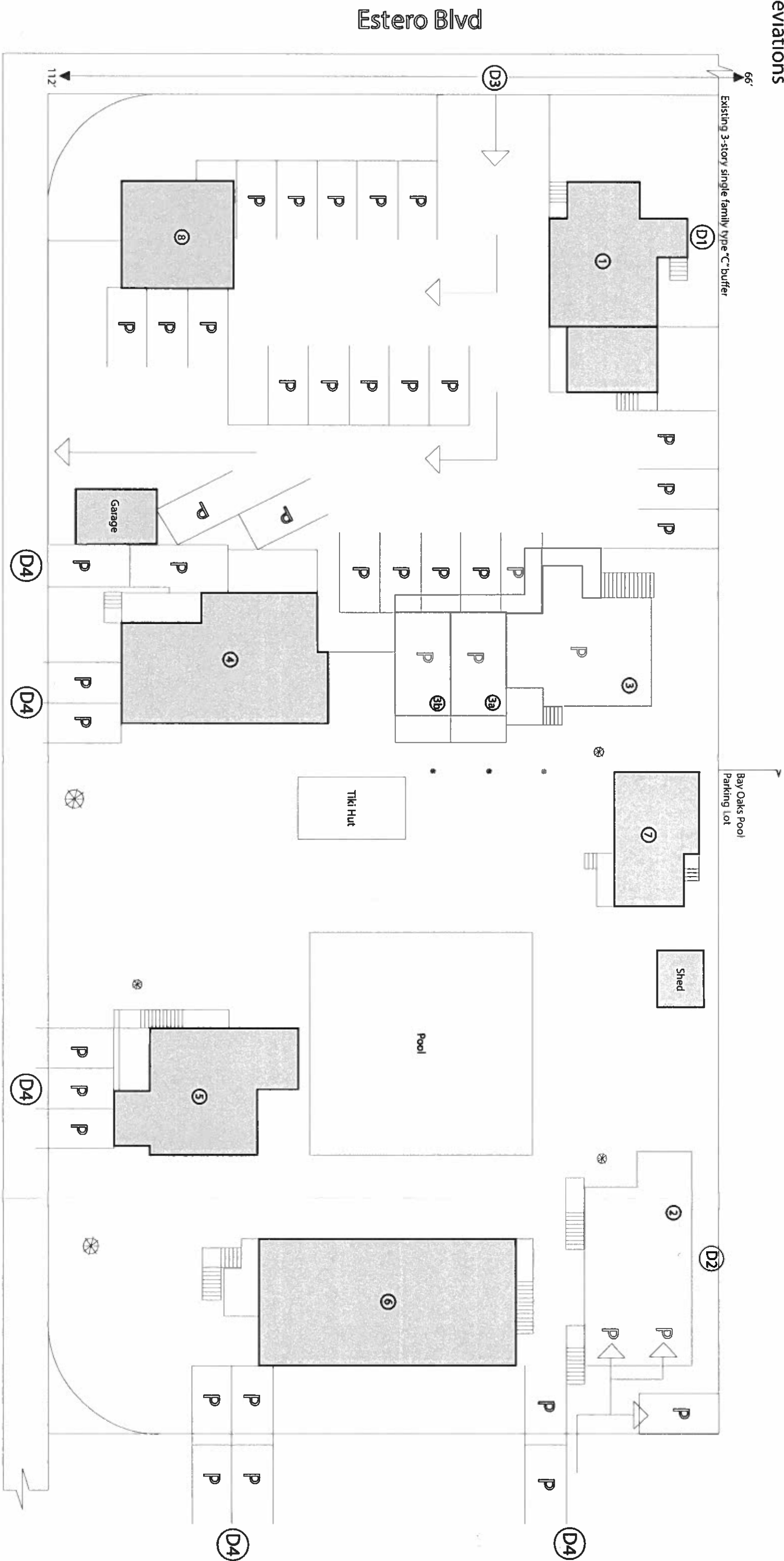


Structure Details Legend

- ① One story, one unit, 800 sq/ft (700+100)
- ② Two stories, three units, 950 sq/ft
- ③ One story, one unit, 700 sq/ft
- ③a Two story, two unit, 600 sq/ft
- ③b Two story, two unit, 600 sq/ft
- ④ Partial two story, two unit, 900 sq/ft
- ⑤ Two stories, two units + office, 1,200 sq/ft
- ⑥ Two stories, four units, 1,600 sq/ft
- ⑦ One story, one unit, 510 sq/ft
- ⑧ One story, retail unit, 600 sq/ft

Sheet
6/8

Master Concept Plan
Myerside Resort and Cottages
Deviations



- Deviations**
- D1 Existing building 1 - deviation of setback from 15' to 6.9'
 - D2 Move of building 2 - deviation of setback from 15' to 6'
 - D3 Deviation of driveway access separation of 66' to north and 112' to south
 - D4 Deviation to allow back-out parking



Existing structure



Existing raised structure above parking



Parking space



Tree

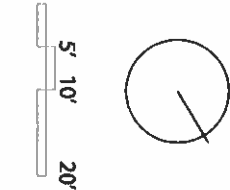
Max. height - 30'

Guest units - 16

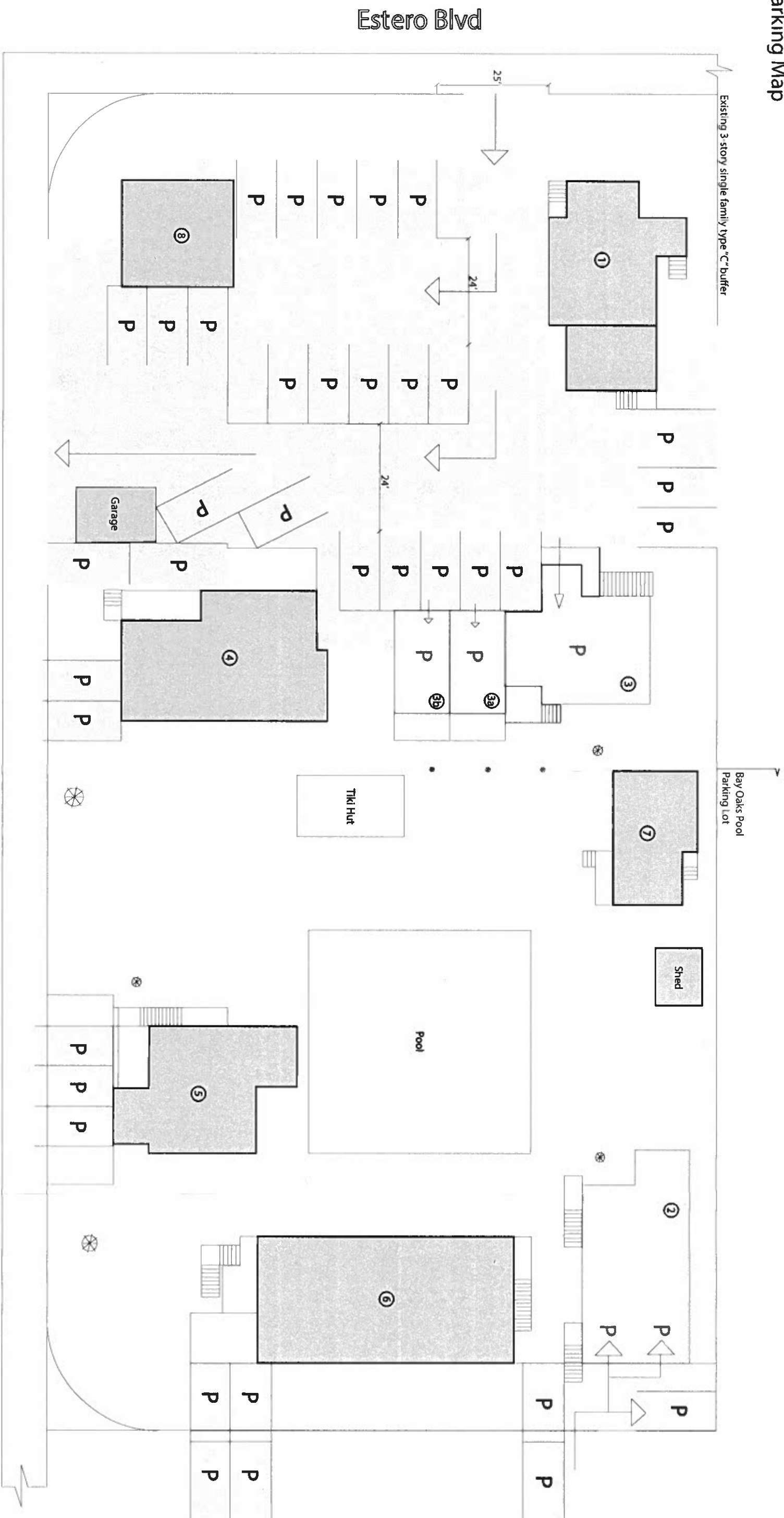
Max. FAR - 1.2

43 parking spaces

- Structure Details Legend**
- 1 One story, one unit, 700 sq/ft
 - 2 Two stories, three units, 950 sq/ft
 - 3 One story, one unit, 700 sq/ft
 - 3a Two story, two unit, 600 sq/ft
 - 3b Two story, two unit, 600 sq/ft
 - 4 Partial two story, two unit, 900 sq/ft
 - 5 Two stories, two units + office, 1200 sq/ft
 - 6 Two stories, four units, 1600 sq/ft
 - 7 One story, one unit, 510 sq/ft
 - 8 One story, retail unit, 600 sq/ft



Master Concept Plan
Myerside Resort and Cottages
Parking Map



School St

Estero Blvd

Existing 3 story single family type "C" buffer

Bay Oaks Pool
Parking Lot

Shed

Pool

Tiki Hut

Garage

Structure Details Legend

- | | | |
|--|--------------------------------|-------------------|
| | Existing structure | Max. height - 30' |
| | Raised structure above parking | Guest units - 16 |
| | Parking Pad | Max. FAR - 1.2 |
| | Parking space | 43 parking spaces |
| | Tree | |
-
- | | | | |
|----|-------------------------------------|---|---|
| ① | One story, one unit, 700 sq/ft | ④ | Partial two story, two unit, 900 sq/ft |
| ② | Two stories, three units, 950 sq/ft | ⑤ | Two stories, two units + office, 1200 sq/ft |
| ③ | One story, one unit, 700 sq/ft | ⑥ | Two stories, four units, 1600 sq/ft |
| ③a | Two story, two unit, 600 sq/ft | ⑦ | One story, one unit, 510 sq/ft |
| ③b | Two story, two unit, 600 sq/ft | ⑧ | One story, retail unit, 600 sq/ft |

Parking layout and access map

Sheet
8/8

Deviation 4:

A deviation from Section 34-2015, location and design of parking to include allowance of stacking of cars where designated on the Master Concept Plan; to allow an exiting vehicle to leave parking spaces by backing out onto School Street or Oak Street; and elimination of turning bay for dead-end aisles, and from Section 34-2016, the dimension requirements to allow appropriate dimensions for parking of compact cars.

Justification: Deviation 4 is a request for relief from LDC Section 34-2015 to accomplish the village design. The parking plan includes back-out parking, parking along the west property side line; stacked parking; and elimination of turning bays at dead-end aisles. In addition, this request is for relief from Section 34-2016, the dimensional requirements to allow parking spaces to be reduced to provide parking to compact cars. This parking plan actually provides parking beyond the minimum Code requirement for number of spaces for resort use pursuant Section 34-2020. The parking will be operated by management so that vehicles parking under Buildings where the stacked parking will be carefully managed for those who are not moving their vehicle for a set period of time. The back-out parking is proposed in three areas on School Street and two areas on Oak Street, which are local roads with minimal traffic. The parking arrangement supports the village concept design in that having parking close to the cottages where the vehicles are kept on the perimeter so that the focus of the resort is the courtyard area with the surrounding resort cottages. The subordinate commercial of the 600 square foot of retail in Unit 8 and the food and beverage and outdoor seating (Phase 4 only) in Building 1 have parking provided. Parking is proximate to each cottage to include Buildings 2, 3, 4, 5 and 6, which is typical type parking use for cottages on Fort Myers Beach.

EXHIBIT TO SUPPLEMENT PH-D

Schedule of Uses

Dwelling unit, single or 2-unit or multi-family
Bed and breakfast
Hotel / motel
Guest units
Rental of any permitted unit for periods of one day or longer
Resort
Accessory apartment
Residential accessory uses
On-premises consumption of alcoholic beverages
Resort accessory use
Personal services
Subordinate commercial uses
Recreational facilities
Retail store, small
Restaurant

Property Development Regulations

Street setback 10 feet
Side setback 15 feet
Height maximum 30 feet per Section 34-631, maximum 3 stories
Minimum lot size 4,000 square feet
Minimum lot width 45 feet
Minimum lot depth 80 feet

COPY

ALL-STATE LEGAL®

3-1

O'Brien, Robin

From: O'Brien, Robin <RObrien@ralaw.com>
Sent: Wednesday, January 15, 2020 11:40 AM
To: green@fmbgov.com
Cc: Grady, Beverly
Subject: Myerside Resort and Cottages
Attachments: 4690_001.pdf

Jason:

On behalf of Beverly Grady, attached please find an Application for Waiver of Submittal Requires in connection with Myerside Resort and Cottages for your review and approval.

If you have any questions, please contact our office.

Thank you for your attention to this matter.

Robin O'Brien

Assistant to Sean M. Ellis, Beverly Grady, and Ashley L. Suarez

 ROETZEL

2320 First Street, Suite 1000

Ft. Myers, FL 33901

Direct Phone No.: 239.338-4254

Main Phone No: 239.337.3850

Fax No.: 239.337.0970

Email: robrien@ralaw.com

www.ralaw.com

Roetzel & Andress, A Legal Professional Association

Both Robin O'Brien and Roetzel & Andress intend that this message be used exclusively by the addressee(s). This message may contain information that is privileged, confidential and exempt from disclosure under applicable law. Unauthorized disclosure or use of this information is strictly prohibited. If you have received this communication in error, please permanently dispose of the original message and notify Robin O'Brien immediately at 239-338-4254. Thank you.



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Application for Waiver of Submittal Requirements

Submit a request for waiver of submittal requirements prior to submitting an application for public hearing or administrative action. Requesting a waiver of submittal requirements simultaneously with an application may delay your application. The request and the director's response will become part of the application file.

Waiver is requested for items required for:

Public Hearing

- ☐ General Requirements
- ☐ DRI
- ☒ Planned Development
- ☐ Conventional Rezoning
- ☐ Special Exception
- ☐ Variance
- ☐ Appeal
- ☐ Other

Administrative Action

- ☐ General Requirements
- ☐ Planned Dev. Amendment
- ☐ Commercial Antenna
- ☐ Consumption on Premises
- ☐ Forced Relocation of a Business
- ☐ Interpretation of LDC
- ☐ Minimum Use Determination
- ☐ Setback Variance
- ☐ Other

Name of Project: MYERSIDE RESORT AND COTTAGES

Applicant: MYERSIDE, LLC

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

Street Address: 2661-2681 ESTERO BLVD.; 125 SCHOOL ST., 131-151 SCHOOL ST.

Phone Number: c/o Beverly Grady: (239) 338-4207

Email: c/o Beverly Grady: bgrady@ralaw.com



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Application for Waiver of Submittal Requirements

Specific requirements from which waiver is sought

Section Number	Requirement
PART 2-Submittal Requirements	Traffic Impact Statement
(Supplement PH-D)	
Section 34-212 Application for Planned Development (6)	Traffic Impact Statement

Scope of project and reasons for request

Explain the nature of the project and give reasons why you think specific requirements are inapplicable or otherwise should be waived.

SEE ATTACHED EXHIBIT A

I hereby state that the information provided above is accurate to the best of my knowledge. I recognize that if my project changes from what is described above approval of this waiver request may no longer be valid.

Beverly Chasdy

Signature

January 15, 2020

Date

Director's Decision ☐ Approved ☐ Denied

Comments:

Signature

Date

Revised 1/6/2017

Town of Fort Myers Beach
2525 Estero Blvd., Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Permits@FortMyersBeachFL.gov Fax: 239-765-0909

Page 2 of 2

SUBMIT

EXHIBIT A TO WAIVER REQUEST

Pursuant to Section 34-202(a), the director is authorized to grant a waiver from a submittal requirement. This is a request for a waiver from providing a traffic impact statement. The Subject Property is currently developed - one-half of the Property has been approved bed-and-breakfast use pursuant to SEZ2015-00006, the other half of the Property has existing five (5) dwelling units. This application is requesting rezoning to CPD for a total of 15 guest units with a subordinate commercial uses of 600 s.f. retail and 600 s.f. of interior restaurant, and 300 s.f. of outdoor seating for the restaurant. The restaurant will be added as part of Phase 4 of the project. Therefore, the impact of the proposal is basically the equivalent of the existing density on the Property. Although the retail and restaurant will be open to the public, they are of such a size that their primary purpose is servicing the guest units and servicing pedestrian traffic. Due to the size of the proposed food and beverage service and retail service, these will not be destination locations. Therefore, there is no traffic impact statement needed for redevelopment that has the equivalency with the existing development.

MYERSIDE RESORT AND COTTAGES NARRATIVE
SUPPORTING CONSISTENCY WITH FORT MYERS BEACH COMPREHENSIVE PLAN,
CRITERIA FOR REZONING LDC 34-85; DESIGN GUIDELINES.

This is a request to rezone Lots 23-34, Block C, Winklers Subdivision from RC to Commercial Planned Development (CPD) for a resort community (Subject Property) Myerside Resort and Cottages. The Subject Property is located at 2662-2681 Estero Boulevard, 125 and 131-151 School Street – 3 contiguous parcels. The Subject Property is designated as Boulevard in the Future Land Use Map attached as Exhibit A which is defined as follows:

POLICY 4-B-5 “BOULEVARD”: a mixed-use district along portions of Estero Boulevard, including less intense commercial areas, 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 overly” 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 Subject Property consists of 3 strap numbers and is located within the platted overlay which permits 10 dwelling units to the acre and requests a rezoning to CPD. Lots 23-28 are currently owned by Cottages at Myerside LLC and that parcel contains 5 structures with 5 dwelling units. Lots 29-34 are currently owned by Weinman Realty LLC and that parcel contains 3 structures with 7 dwelling units. Although the official plat is sufficient for the legal description and boundary of the Subject Property, please find Exhibit 5-2 the survey attached for Lots 23-28 and the survey attached for Lots 29-34 to establish the location of the existing structures).

Lots 29-34 were approved for a special exception for a bed and breakfast inn by Council Resolution number 16-09 which is attached as Exhibit B. So the resort use has already been approved for half of the Property. (Note that since the Subject Property is platted in the official plat books no boundary survey is required for the Subject Property).

Boulevard is a mixed-use district. The Subject Property is surrounded by streets on three sides: Estero Boulevard, School Street and Oak Street. On the 4th side over one-half of the property line is adjacent to a parking lot and also adjacent to a 2-story single-family home that is located on Estero Boulevard. The lot line adjacent to the parking lot and 2-story unit should be deemed a side

lot line for purposes of property development regulations. The Master Concept Plan proposes an adequate buffer adjacent to the single-family lot. There is high density multi-family, offices and institutional uses surrounding the property. The Boulevard designation recognizes that non-residential uses are appropriate and states that the non-residential uses including motels and churches comprise 49% of the land and that the percentage shall not exceed 70%.

The subject site is located in a predominantly institutional area directly adjacent to the Bay Oaks Community Pool, across Oak Street from Bay Oaks Recreation Center ballfields, and Fort Myers Beach Elementary School and across School Street from the Fort Myers Beach United Methodist Church and public library. The site fronts on Estero Boulevard where the Boulevard contains a number of mixed uses in the area. The resort units on the Subject Property are centered around a center courtyard, tiki and pool area which replicates a village concept.

During Special Exception SEZ2015-00006 for the bed and breakfast inn which was approved in 2016, the record noted that at that time a number of improvements made by the Applicant had done much to promote safety, order, appearance and prosperity of the property and generally improved the same for the neighborhood.

There are 12 existing dwelling units on the 1.03-acre parcel. This is a phased resort redevelopment. This will be a phased project as the owners need to keep the hospitality use in operation while constructing the proposed improvements as shown on the 8-page Master Concept Plan and would request an extended period for actual construction.

Phase 1 proposes 12 guest units and the proposed size of the guest units are as follows:

Building 1	1 unit	700 S.F.	
Building 2	2 units	924 S.F.	
Building 3	1 unit	700 S.F.	
Building 4	1 unit	1,030 S.F.	
Building 5	2 units	1,267 S.F.	Office 250 S.F.
Building 6	4 units	3,200 S.F.	
Building 7	1 unit	504 S.F.	

Buildings 2 and 3 are relocated in Phase 1 to place the resort units around the amenity area.

Phase 2 also proposes 12 guest units and adds Building 8, which is 600 square feet of retail. This is an existing building to be relocated known as the Red Shutter Cottage, which will add to the Fort Myers Beach village ambiance and concept.

Phase 3 adds 4 new guest units labeled as 3a - 600 square feet, and 3b - 600 square feet for a total of 16 guest units. The parking is revised in this Phase so that there is only ingress from Estero Boulevard access point with egress onto School Street. There is no egress onto Estero Boulevard.

Phase 4 adds 100 interior square feet to Building 1 and adds 300 square feet of outdoor seating to Building 1. The square footage devoted to interior food and beverage service is 900 square feet.

Phase 4 revises the parking to provide for 42 parking spaces, over half will be from a unified parking lot area.

The proposed guest units are consistent with the platted overlay and the conversion table in LDC Section 34-1801.

The design concept provides for historic-type cottages on the site consistent with the original Fort Myers Beach resort community. The Master Concept Plan proposes five guest units of less than 450 S. F. and four guest units between 450 and 750 S.F. and six guest units over 750 S.F. The guest units are the equivalent of 8.3 dwelling units.

The amenity center contains an existing pool, recreational area and a tiki hut which serves beverages including alcoholic beverages.

The schedule of uses includes all the permitted and special exception uses in the Commercial Resort District and the uses of "retail, small," "personal services" and "restaurant" which are appropriate for a resort and those uses are sized to be a subordinate use of the resort.

The request is consistent with the goals, objectives, policies and intent and the intensities of the Fort Myers Beach comprehensive plan. It is consistent with the existing and the planned uses in this area of the Boulevard designation.

The design concept provides for a variety of beach cottages on the site consistent with the original Fort Myers Beach community. The design of the cottages are consistent with the architectural style so familiar to Fort Myers Beach and will provide hospitality and family-oriented resort services. Attached as Exhibit C are photos of the proposed cottage architectural elevations.

The Town found that the request for the bed-and-breakfast contributed to a mixed-use environment without increasing the intensity of use beyond what is there today. The visitors brought to the area by the lodging use will provide additional customers to support nearby commercial uses such as those at Seagrape Plaza. Additionally, it was recognized that by renovating existing 1950s structures the Applicant has helped preserve the Island's cottage-style architecture and scale. This request furthers that goal.

We respectfully submit that this proposed Master Concept Plan is supported by the Community Design Element of the Comprehensive Plan. That Element provides a vision for this area "School Street itself has also become a key connection from the bay to the beach, a palm-line showcase of restored and new cottages. ..." Existing and new in-fill development on School Street is in the spirit and scale of the Beach's classic cottages. The Master Concept Plan and proposal also is consistent with Goal 3 of the Comprehensive Plan which accomplishes the goal: "to revitalize specific transitional neighborhood." The Subject Property lies within "Heart of the Island" area identified for redevelopment in Objective 3-A. Goal 4 of the Comprehensive Plan provides "to keep Fort Myers Beach a healthy and vibrant 'small town' while capitalizing on the vitality and amenities available in a beach resort environment ..." The scale and design of the proposed resort use is consistent with the Beach's small town feeling and capitalizes on this location which is in

close proximity to the beach, the Gulf, as gulf/beach access is less than a 1/4-mile to the north and Pompano Street is even closer to the south.

The urban services to serve this resort already exist and have been serving the existing dwelling units (bed and breakfast) that exist on the site. There are no environmental areas on the site. In the Boulevard designation it provides that a planned development rezoning is required for commercial uses so that appropriate conditions can be placed.

The design of the cottage resort concept is consistent with the harmony of this mixed-use neighborhood. The parking plan provides for back-out parking onto the low volume local streets. The physical scale of the proposed cottages structures are consistent and an asset to the neighborhood. This proposal provides a balance to the rather large institutional structures in proximity to the proposed structures shown on the Master Concept Plan. The enclosed elevations illustrate the beach architecture which meets the design criteria set forth in the Commercial Design criteria in LDC 34-991. The proposed design consists of traditional building forms. To maintain the historic concept, the site design provides for parking in close proximity to the cottages which means that there need to be more access points from the local streets – School Street and Oak Street are appropriate.

The layout of the Master Concept Plan creates usable outdoor space with a compatible style and scale that is an asset to the pedestrian traffic on the surrounding streets. The proposed design is an enhancement to the Town's plan for the Boulevard area and is consistent with Policy 4-C-3 of the Comprehensive Plan, which provides direction concerning commercial locations for new or expanded commercial uses. In the Boulevard category "proposals must be sensitive to nearby residential uses, compliment 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." The scale and beach cottage architecture is consistent with the Comprehensive Plan and furthers its goals.

The minor commercial square footage is limited to 600 square feet of retail and in Phase 4 1,200 square feet of restaurant (900' indoor, 300' outdoor). These commercial uses would typically be considered as permitted as subordinate commercial due to the minimal square footage. Although they are located along Estero Boulevard and available to pedestrian travelers for shopping and food and beverage service, they are such a small size and scale that they meet the definition of subordinate commercial. These uses would not be a destination-type use. Policy 4-C-3 provides "the neighborhood context of proposed commercial uses is of paramount importance." The proposed resort use that includes small level of retail, food and beverage service is an asset to the surrounding institutional and residential uses in the neighborhood and are sufficiently small in scope that they are a supportive and subordinate use. In Case SEZ2015-00006, it was recognized in 2015 that the Property had been used for short-term rentals in excess of a decade at that time. Staff found that the proposed resort use in 2015 was consistent with the Comprehensive Plan and the Land Development Code. We respectfully submit that the Master Concept Plan presents a unified theme and design that continues with a cottage design that is compatible with the surrounding neighborhood and vision for Fort Myers Beach. Upon completion of Phase 4, the site will consist of 15 guest units with a supportive yet small amount of commercial (retail, and food and beverage service) to support the resort use.

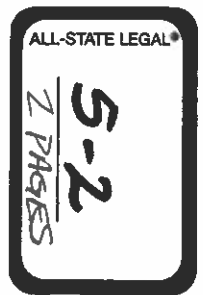
Each phase request three years to obtain a development order and four years to complete the development order.

The proposed location for a resort cottage use is an enhancement to the existing uses surrounding the site.

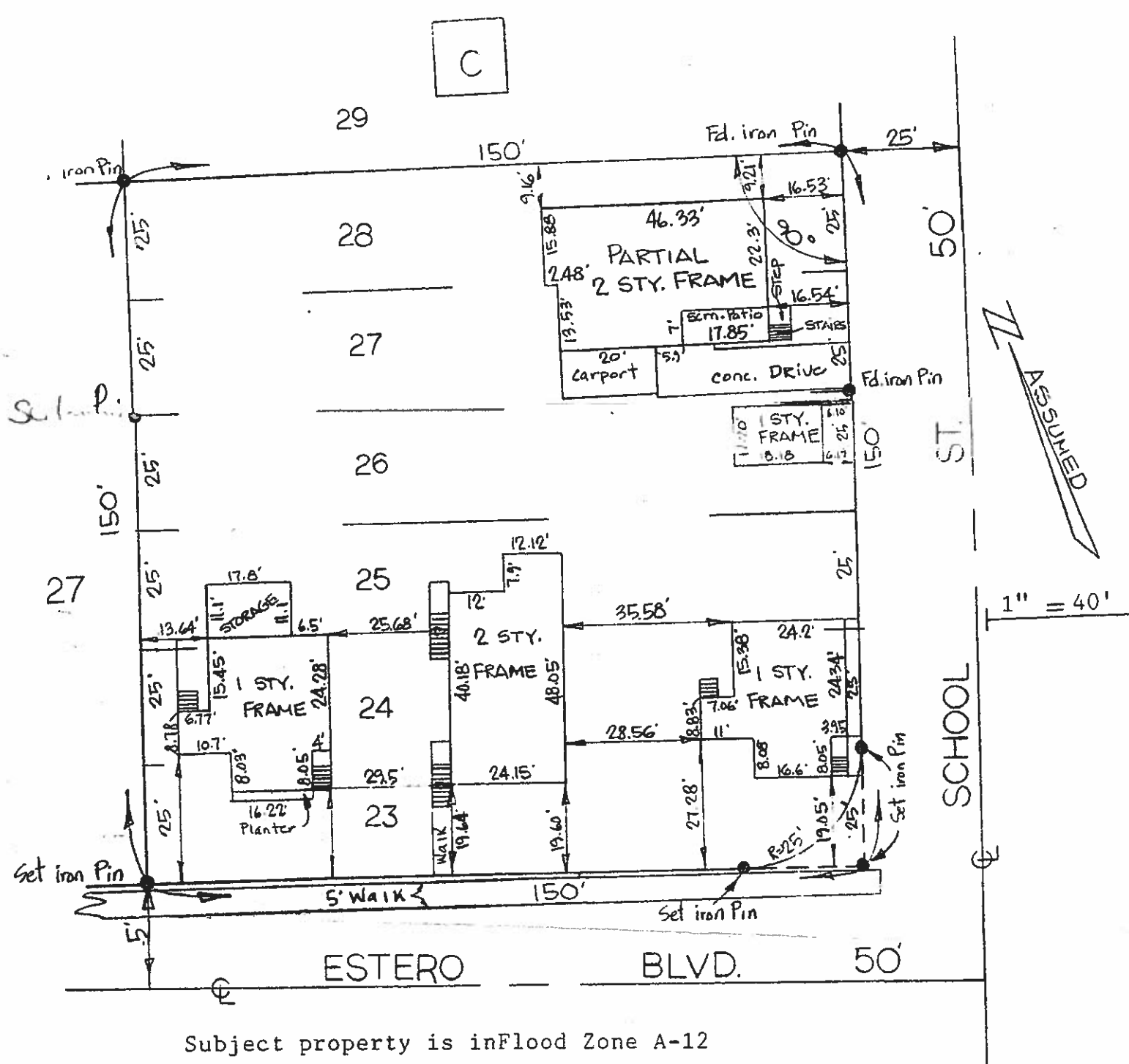
Attachments:

- Exhibit 5-2 survey Lots 23-28; survey Lots 29-34
- Future Land Use Map (Exhibit A)
- Town Council Resolution 16-09 (Exhibit B)
- Architectural elevations (2) (Exhibit C)

FIELDBOOK 203 PAGE 40 DATE 1/7/14		SECTION 19 ,TWP 46 S,RGE 24 E	
NORTH ARROW 	FOUNDATION LOCATION	FIELDBOOK PAGE	LEGEND SET CONC. MON. WCAP I.D. # 3553 SET IRON PIN WCAP I.D. # 3553 FD. CONC. MON. WCAP FD. CONC. MON. FD. IRON PIN ASSUMED ELEVATION BENCHMARK RECORDED MEASURED CONT REVERSE SIDE FINAL SURVEY DATE
LEGAL DESCRIPTION (AS PROVIDED BY CLIENT) This is a boundary survey of the following : Lots 29 through 34, Block C, Winkler Subdivision as recorded in Plat Book 8, Page 45 of the Public Records of Lee County, Florida. The property address is 131, 145, 147 & 151 School St. per County Records.			
NOTES 1. REPRODUCTION OF THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. 2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN. 3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED. 4. BEARINGS SHOWN HEREON ARE BASED ON <u>Angles are field measured</u> 5. THIS PROPERTY LIES IN FLOOD ZONE AE EL 12 & 13 NAVD88 PER F.I.R.M. PANEL NO. 12071C0554F, DATED 8/28/2008 6. LAST DATE OF FIELDWORK 1/7/14 7. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. CERTIFICATE I hereby certify that the above described property was surveyed under my direction and the sketch of survey is true and correct to the best of my knowledge. This survey meets or exceeds the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Rule 81G17 - 6 Florida Administrative Code, and pursuant to Section 472.027 Florida Statutes. There are no visible encroachments other than those shown hereon. P.L.S. MARK O. ALLEN P.L.S. #3553 LB #6558			
MARK O. ALLEN, INC. PROFESSIONAL LAND SURVEYOR 10602 WOODS CIRCLE BONITA SPRINGS, FL 34135			
FAX: (239) 992-6070 TELE: (239) 992-8900	DWN. BY MG	CHK'D BY	ORDERED BY Beverly Milligan
			SHEET 1 OF 1 DWG. NO. 2014-3



324.645-2



Subject property is in Flood Zone A-12

SURVEY PLAT

For Lots 23-24-25-26-27-28, Block "C" WINKLER Subdivision as recorded in Plat Book 8 Page 45. Public Records of Lee County, Florida.

FOR: Donald Nyman

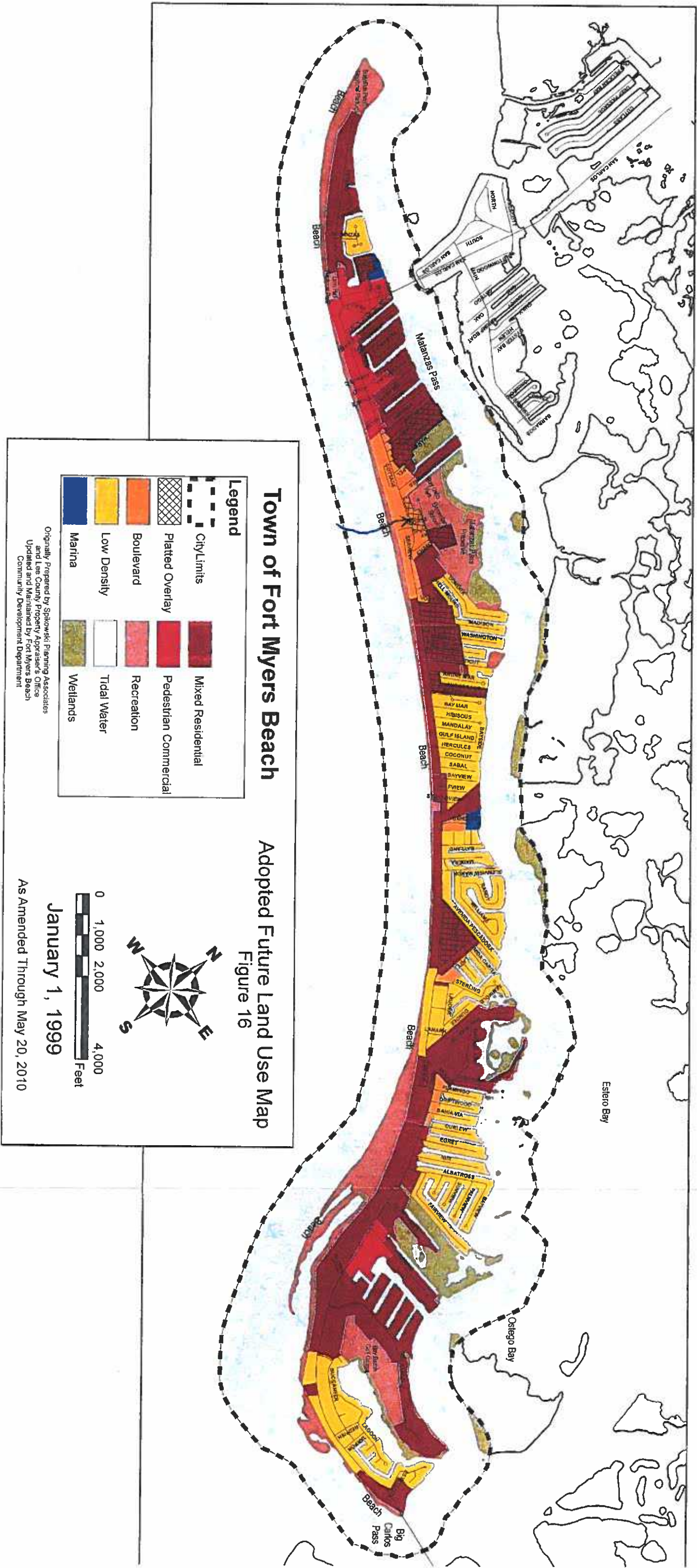
BY: S & H Land Survey Co.
7218 Drake Drive SW
Ft. Myers, Florida 33908

CERTIFICATE OF SURVEY: I hereby certify that the plat hereon meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes

DATE: May 21, 1987

Richard L. Hardy
Reg. Land Surveyor #3135
State of Florida

2661-26671-2681 Estero Blvd. & 125 School St.
JOB 6208-A Boundary -Location



Town of Fort Myers Beach

Adopted Future Land Use Map

Figure 16

Legend

	City Limits		Mixed Residential
	Platted Overlay		Pedestrian Commercial
	Boulevard		Recreation
	Low Density		Tidal Water
	Marina		Wetlands

Originally Prepared by Spikowski Planning Associates
and Lee County Property Appraiser's Office
Updated and Maintained by Fort Myers Beach
Community Development Department

January 1, 1999

As Amended Through May 20, 2010



RESOLUTION NUMBER 16-09

**RESOLUTION OF THE TOWN COUNCIL OF
 THE TOWN OF FORT MYERS BEACH FLORIDA
 SEZ 2015-0006– Bed-and-Breakfast Inn
 131-151 School Street**

WHEREAS, Myerside LLC, applicant and owner of the subject property, filed an application to obtain a special exception for a bed-and-breakfast inn in the Residential Conservation zoning district; and

WHEREAS, Applicant has indicated the STRAP number for the subject property is 29-46-24-W3-0020C.0290, and the subject property is legally described as indicated on attached Exhibit A; and

WHEREAS, the subject property is physically located at 131-151 School Street, Fort Myers Beach, Florida, and within the Boulevard future land use category; and

WHEREAS, a duly advertised public hearing was held before the Local Planning Agency (LPA) on January 12, 2016; and

WHEREAS, the LPA recommended approval subject to certain conditions after full and complete consideration to the Applicant's request, recommendations of Town staff, documents in the record, and the testimony of all interested persons, as required by Town Land Development Code (LDC) s. 34-84; and

WHEREAS, on March 7, 2016, the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by LDC s. 34-88; and

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

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Fort Myers Beach, Florida, as follows:

1. Determination.

Based upon the recommendations, testimony, and evidence presented by Town staff, LPA, and interested parties, Special Exception SEZ2015-0006 for a bed-and-breakfast inn, as depicted on attached Exhibit A is APPROVED, subject to the conditions set forth in this Resolution.

2. Conditions.

- a. All outdoor lighting on the site will be "fully shielded" or "Full cutoff" fixtures to reduce glare and light trespass onto adjacent properties.
- b. Outdoor activities will be limited to between the hours of 7 AM and 10 PM, unless associated with a special event permit issued by the Town of Fort Myers Beach.
- c. Approval is for a total of 7 units (6 rental units and one owner residence) consistent with the sit plan attached as Exhibit A.

3. Findings and Conclusions of Law.

In accordance with LDC s. 34-88, the Town Council finds as follows:

- a. There are changed or changing conditions that make approval of the special exception request appropriate.
- b. The request is consistent with the goals, objectives, policies and intent of the Fort Myers Beach Comprehensive Plan.
- c. The request meets or exceeds all performance and locational standards set forth for the proposed use.
- d. The request will have no negative effects on environmentally critical areas and natural resources.
- e. The request will be compatible with existing or planned uses and will not cause damage, hazard, nuisance, or other detriment to persons or property.
- f. The requested use will be in compliance with applicable general zoning provisions and supplemental regulations pertaining to the use set forth in the Land Development Code.

[Balance of page intentional left blank.]

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

Anita Cereceda, Mayor aye
Rexann Hosafros aye
Summer Stockton aye

Dan Andre, Vice Mayor aye
Alan Mandel aye

DULY PASSED AND ADOPTED this 7th day of March, 2016.

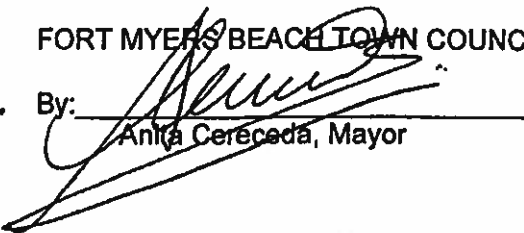
ATTEST:

By:

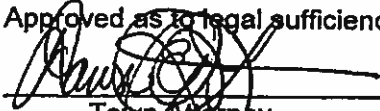

Michelle Mayher, Town Clerk

FORT MYERS BEACH TOWN COUNCIL

By:


Anita Cereceda, Mayor

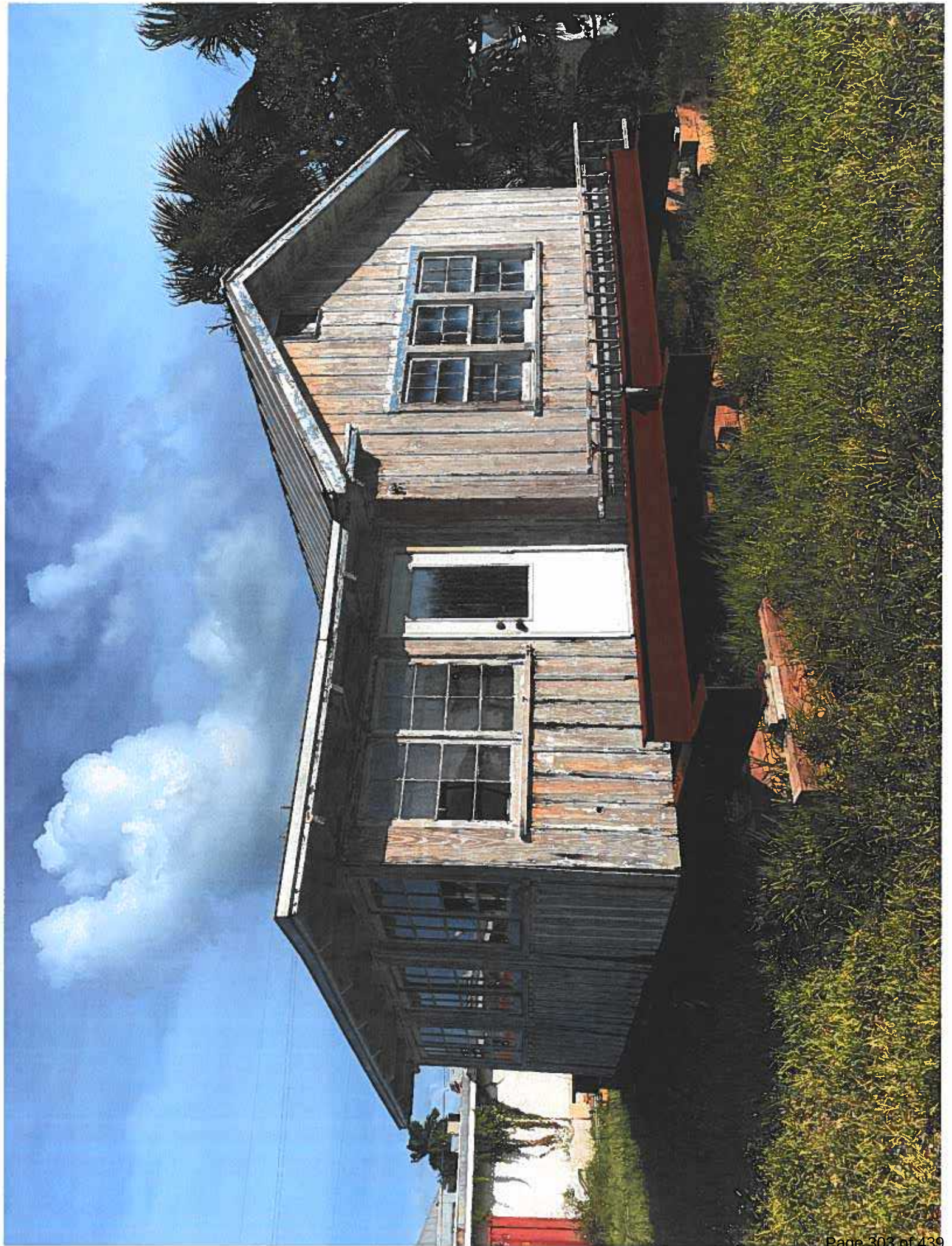
Approved as to legal sufficiency


Town Attorney

Exhibits

A: Legal Description and Site Plan (Survey prepared by Mark Allen attached to staff report)





MYERSIDE RESORT AND COTTAGES DEVIATIONS

Deviation 1:

A deviation from Section 34-953 from the property development regulations for this zoning district side setback from 15' to 6.9' and from Section 10-416(d) Type C buffer width from 15' to 6.9' from west property line for Building 1. D-1.

Justification: Since this is an existing situation and this structure has been in this location for decades, it is appropriate to grant relief from the side setback requirement and from the buffer requirement for Building 1. The concept proposed is a continuance of the Fort Myers Beach early village design. It is important to recognize the CPD proposes a village concept that is an improvement to this neighborhood and a reduced setback is appropriate in this village concept.

Deviation 2:

A deviation from Section 34-953 from the property development regulations for this zoning district side setback of 15' to 6.9' from the west property line for Building 2, the shed, and to 4.4' for Building 7. D-2.

Justification: Deviation 2 is a request for relief from the side setback as set forth in Deviation 1 for Building 1. Building 2 is being relocated from Estero Boulevard to the west property line adjacent to the same parking lot as Building 7 and the shed. Therefore, it is appropriate in the design to align Building 2 with Building 1 to accomplish the village concept. The reduced setback of Building 2 and Building 7 and the shed are appropriate when next to the adjacent parking lot use. The location of relocated Building 2 is appropriate in order to have appropriate spacing from Building 6 on Oak Street. There is no buffer required next to the adjoining use of parking lot so the only deviation for Deviation 2 is from the side setback. The village concept provides that Buildings 2, 3, 4, 5, 6 and 7 surround the courtyard with the amenities of a pool and a tiki hut. It is appropriate to grant setback relief to existing Building 7, relocated Building 2 and the shed to accommodate this village concept.

Deviation 3:

A deviation from the driveway access separation requirement of Section 10-296 along Estero Boulevard to allow a driveway access to the Subject Property that is 66' from the northernmost access and 112' along the south to School Street. D-3.

Justification: This is a request for a deviation from driveway access separation along Estero Boulevard. Currently there are two driveway accesses from Estero Boulevard to the Subject Property. In this CPD the two access points are being reduced to one access point. Phase 1 provides one access point to parking and Building 1. Phase 2 provides one access point to parking and Buildings 1 and 8. Phase 3 reduces access from Estero Boulevard to ingress only and the egress is from the parking lot is on School Street. This access design is maintained and improved in Phase 4. The proposed access point is located 66' from the access point to the north and 112' from School Street to the south.

**RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF FORT MYERS BEACH, FLORIDA
RESOLUTION NUMBER 96-31**

WHEREAS, Donald A. & Anne S. Nyman filed an application for a rezoning from TFC-2 (Two-Family Conservation) to Commercial Planned Development; and

WHEREAS, the subject property is located at 2661-2681 Estero Boulevard and 145 School Street, Ft. Myers Beach, and is described more particularly as:

LEGAL DESCRIPTION: In Section 19, Township 46 South, Range 24 East, Lee County, Florida:

Lots 23-28, Block C, WINKLERS SUBDIVISION as recorded in Plat Book 8, Page 45, of the Public Records of Lee County, Florida, lying in Section 18, Township 46 South, Range 24 East, Lee County, Florida.

WHEREAS, the applicant has indicated the property's current STRAP numbers are: 19-46-24-02-0000C.0230 and 19-46-24-02-0000C.0270; and

WHEREAS, Donald A. & Anne S. Nyman, the owners of the subject parcel, authorized Humphrey & Knott, P.A., to act as agent to pursue this zoning application; and

WHEREAS, a public hearing was advertised and held on November 28, 1995 before the Lee County Hearing Examiner who gave full consideration of the evidence available; and

WHEREAS, a public hearing was advertised and held on February 9, 1996 before the Fort Myers Beach Town Council who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on file with the county, and the testimony of all interested persons and denied the rezoning; and,

WHEREAS, the applicants applied for and received a F.S. 70.51 hearing and modified their application and requested a rehearing; and,

WHEREAS, a public rehearing was advertised and held on November 18, 1996 before the Fort Myers Beach Town Council who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on file with the county, and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE FORT MYERS BEACH TOWN COUNCIL, that the Council ~~APPROVES~~ / DENIES the requested rezoning from TFC-2 to CPD.

SECTION A. CONDITIONS:

The rezoning and Master Concept Plan are subject to the following conditions:

1. The development and use of the subject property is to be in substantial compliance with the approved Master Concept Plan entitled "Nyman - CPD" (7-14-96) as prepared by David Estes & Associates, except as may modified by the conditions herein. Total building area or intensity may not exceed 3,850 square feet of retail and office use and 5 multiple family units, as indicated on the Master Concept Plan.

2. This development may be developed in accordance with the following Property Development Regulations:

Minimum Setbacks:

Street:	70 feet (Estero Boulevard)
Side Street:	25 feet (School Drive)
Side:	15 feet
Rear:	15 feet
Minimum Open Space:	20%
Maximum Lot Coverage:	40%
Maximum Building Height:	30 feet above minimum flood elevation

3. The following will be the approved Schedule of Uses for this planned development:

5 MULTIPLE FAMILY UNITS
ALL PERMITTED USES OF THE CN-2 DISTRICT
SINGLE-FAMILY AND DUPLEX DWELLING UNITS - existing only

4. This zoning approval does not address the mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions may be required at the time of issuance of a local Development Order.
5. Approval of this rezoning does not give the Developer the undeniable right to receive any local Development Order approval that exceeds the Year 2010 Overlay use allocation, if such allocation exists, for the applicable district.
6. This development is to comply with all requirements of the Lee County Land Development Code as amended by the Town of Fort Myers Beach at the time of local Development Order approval, except as may be granted by deviation as part of this planned development.

SECTION B. DEVIATIONS:

The Master Concept Plan deviates from several Lee County development standards. The proposed deviations are granted or denied as set forth below:

Deviation 1, which requests relief from LDC Section 10-285 which provides for connection separation of 660 feet along an arterial road to a requested 125 feet along

Estero Boulevard from the center line of School Drive is APPROVED WITH THE CONDITION that the access point is designed and constructed as right-in/ right-out only with a raised traffic median.

Deviation 2, which requests relief from Section 10-285 of the Land Development Code (LDC) providing for a 660 foot connection separation along arterial roads to allow connection separation of 65 feet from the centerline of a private drive is APPROVED WITH THE CONDITION that the access point is designed and constructed as right-in/ right-out only with a raised traffic median.

Deviation 3, which requests relief from Section 34-934, note 10 that requires 50,000 square foot of commercial uses to permit five (5) dwelling units in a Commercial Planned Development containing 3,850 of commercial uses is APPROVED.

SECTION C. MASTER CONCEPT PLAN:

A reduced copy of the Master Concept Plan entitled "Nyman - CPD" 7/14/96, is attached and incorporated into this resolution by reference.

SECTION D. FINDINGS AND CONCLUSIONS:

The following findings and conclusions were made in conjunction with the approval or the requested rezoning:

1. The proposed uses, as conditioned, ~~are~~ / are not appropriate for the site and no changed or changing conditions make approval of this rezoning request inappropriate.
2. As conditioned, the CPD rezoning and approved deviations:
 - (A) ~~will not have~~ / will have an adverse impact on the intent of the Land Development Code
 - (B) ~~are~~ / are not consistent with the goals, objectives, policies and intent of the Lee Plan and with the densities, intensities, and general uses set forth in the Lee Plan specifically Policies 5.1.5, 6.1.2, 6.1.5, and 18.2.1.
 - (C) ~~meet or exceed~~ / do not meet all performance and locational standards set forth for the proposed uses.
 - (D) ~~are compatible~~ / are not compatible with existing or planned uses, and are ~~not~~ contrary to the public health, safety or welfare and will not cause damage, hazard, nuisance or other detriment to persons or property.
 - (E) ~~do not place an undue burden~~ / place an undue burden upon existing transportation facilities, or other facilities or services.

(F) ~~will comply~~ / will not comply with all applicable general zoning provisions and supplemental regulations pertaining to the uses set forth in the Land Development Code.

(G) ~~enhance~~ / do not enhance the achievement of the objectives of the CPD rezoning, and promote and preserve the protection of the public health, safety or welfare.

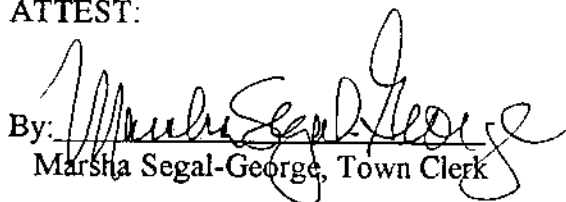
3. Urban services, as defined in the Lee Plan, ~~are or will~~ / will not be available and adequate to serve the proposed uses.
4. The conditions imposed on the CPD zoning and the approved deviations are reasonably related to the impacts on the public's interest created by or expected from the proposed uses, and, in conjunction with other land development regulations, will protect the public's interest, health, safety and welfare.

The foregoing resolution was adopted by the Fort Myers Beach Town Council upon being put to a vote, the result was as follows:

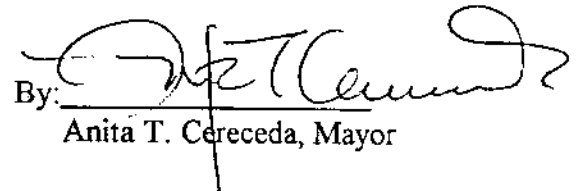
Anita T. Cereceda	<u>Yes</u>
Ted FitzSimons	<u>Yes</u>
William (Rusty) Isler	<u>Yes</u>
Garr Reynolds	<u>Yes</u>
Ray Murphy	<u>No</u>

DULY ADOPTED this 18th day of November, 1996.

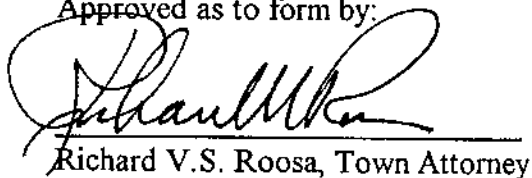
ATTEST:

By: 
Marsha Segal-George, Town Clerk

TOWN OF FORT MYERS BEACH

By: 
Anita T. Cereceda, Mayor

Approved as to form by:


Richard V.S. Roosa, Town Attorney

**FORT MYERS BEACH
TOWN COUNCIL MEETING
NOVEMBER 18, 1996**
Nations Bank, Council Chambers
2523 Estero Boulevard
FORT MYERS BEACH, FLORIDA

I CALL TO ORDER

The meeting was opened on Monday, November 18, 1996, at 6:35 P.M. by Anita T. Cereceda, Mayor. Present at the meeting were: Anita T. Cereceda, Mayor and Council Member; Ted FitzSimons, Vice Mayor and Council Member; Council Members Rusty Isler, Ray Murphy, and Garr Reynolds; Marsha Segal-George, Town Manager; and Attorney Richard Roosa.

II PLEDGE OF ALLEGIANCE

All assembled recited the Pledge of Allegiance to the flag.

III INVOCATION

The invocation was given by Jim Overhulser of the Vineyard Christian Fellowship of Fort Myers Beach.

IV PUBLIC COMMENTS AND INQUIRIES

A CEIL SPUHLER

Mrs. Spuhler, who lives on Estero Boulevard, asked the Council to extend the slow speed zone from 500' to 1000'. She felt that this was important for three reasons: for the safety of swimmers who go out further during low tide, to soften the noise, and to make private owners aware of the fines. She felt that both rental craft and private craft should be under the same restrictions.

B SCOTT PORTER

Mr. Porter has a business, Flotilla Foods and Sundries, which is licensed by the County as a floating vendor, and licensed by the state as a restaurant. His licenses are in good standing, and he is based at a local marina, but the vessel safety ordinance, as proposed, would disallow his business. He asked the Council to grandfather his license.

C J. D. WILLIAMS

Mr. Williams, owner of Sundance Water Sports, spoke about the personal watercraft ordinance. The items that worry him the most are on page 7(27-50) and page 13(27-55B), which concern non-conforming licenses, which will allow about 35-40 waverunner stands on the island.

D TED PRIMICH

Mr. Primich, from the Lani Kai, recommended tying the number of waverunners allowed for each license to the number motel rooms, parking spaces, or beachfront footage. This proposed ordinance will cut his volume in half. With only eight waverunners he cannot pay his monthly rent and he will be out of business. Maybe a distinction between conforming and non-conforming licenses would help.

E SHARON FAIRCLOTH

Mrs. Faircloth, of Holiday Waverunners, is worried that increasing the idle speed zone to 1000' as suggested by LPA, although good for swimmers, would put the waverunners out so far that she cannot see them from shore. Their business only runs 6-8 watercraft, but she thinks it is fair to allow more if a place is big enough to handle it.

F LONNIE CLARK

Mr. Clark said the original purpose of Lee County 95-13 was to promote safety and to preserve and protect natural resources. Little Estero Island is a critical wildlife area and he thinks it should have the same setback requirements.

G JAMES TUCK

Mr. Tuck lives on Estero Boulevard, and wants to move the limit out to 1000 feet which will go a long way toward eliminating noise.

H CHRIS WEBBER

Mr. Webber, of Mid Island Water Sports, is OK with 1000 feet because of noise, but it does take his customers very far out. He recommended moving the buoys out to 700 or 750 feet. He also wanted to talk about the requirement for CPR. His insurance agent said it would be unenforceable, and if there was an accident while someone was on duty without CPR, the Town could be liable because they did not enforce the law. Also, the wording should be changed to one half hour before or after sunset and sunrise in order to agree with Coast Guard rules. He feels that the Town should allow more than 8 watercraft for the larger operations.

G BILL PERRY

Mr. Perry, of Aqua Sports, supports increasing the slow speed zone to 1000' and he will put his buoys out that far anyway because it makes his neighbors happy. He thinks that 1000 feet would help protect nesting areas and manatees in the back bay. The variance clause needs to be looked into and perhaps based on parking spaces or number of motel units.

V APPROVAL OF MINUTES FROM NOVEMBER 4, 1996

Motion: Mr. FitzSimons moved and Mr. Murphy seconded that the minutes be approved as read. The motion passed unanimously.

VI APPROVAL OF EXPENDITURES

Mr. FitzSimons asked about the bill for Spikowski and Associates. Marsha Segal-George said that the majority of the bill is for the LPA and a small amount is for helping the Town in working with the county and with unusual requests.

Motion: Mr. FitzSimons moved and Mr. Murphy seconded that the expenditure report be accepted. The motion passed unanimously.

VII COUNCIL MEMBERS' ITEMS AND REPORTS

A RAY MURPHY

Mr. Murphy noted that another person died on Estero Boulevard this week, and he suggested that the Town contact the county to light them up or get blinking lights. Marsha Segal-George asked if there had ever been any talk of raising the walkways (like speed bumps). Mr. Gucciardo asked if the Council would like this to be handled directly with the county or through the traffic committee. Mayor Cereceda suggested that he contact DOT before the next traffic meeting so they will be prepared to talk about the options at the meeting. Mr. FitzSimons wondered about battery operated blinkers or a button for the pedestrian to push. Mayor Cereceda said perhaps the sheriff could be contacted to give out tickets. Mr. Reynolds would like to see a sign at each crosswalk telling cars to stop when pedestrians are in the crosswalk. We also need publicity to get word out to remind people to stop for pedestrians.

B GARR REYNOLDS

He spoke about the personal watercraft ordinance, particularly that access to the gulf be required for a license, so that they are not using public access. He also agreed that a large hotel should be allowed more waverunners because it is an extension of their business.

He had planned to talk about Palmetto Street, but decided to wait until the next meeting so that the other Council members could study his proposal.

He reported that he polled the traffic committee and they unanimously recommend a 25 cent fare on the trolleys rather than having them be free. They also agreed that it was necessary to have 3 or 4 trolleys. Mr. Whitaker suggested having the fourth trolley only operate during peak hours, perhaps from 10 AM to 6. The committee also recommended closing Times Square to traffic and that commercial traffic be restricted. He also recommended adding a right turn lane on San Carlos.

C RUSTY ISLER

When Marsha Segal-George started working, the Town was in danger of losing the CRA project and the pool, but because of her expertise, both projects have been protected and are going forward. He presented her with a poster in thanks for her work.

D TED FITZSIMONS

Mr. FitzSimons had no items to bring to the Council.

E ANITA CERECEDA

Mayor Cereceda has been meeting with Times Square merchants, but there are still a lot of unresolved problems. She thinks it is now time for the Council to decide whether to close the road or not, so that the merchants can decide whether to sue or to move on and be happy. She would like to schedule the first public hearing for December 2, at 3:00 PM. There are still some legalities to be investigated, but Mr. Roosa thought they would be resolved by then.

She thinks it is time to buy another computer for volunteers or Council members to use, because there are only three terminals and they are always in use by the three staff members. Mr. Isler will look into it and bring cost estimates to the next meeting.

She publicly thanked the staff for their preparation for the meeting with the commission. She thought the meeting went well because they were so well-prepared.

She also thanked everyone for the opportunity to serve as mayor for the first year.

VIII PRESENTATION BY MR. FETZER ON THE TROLLEY

Mr. Fetzer said that core service is one trolley per hour, seven days a week, from Santini Plaza to Bowditch Point, and they also provide handicapped service. From December 15 to April, there will be two trolleys per hour. He prepared two options, one for one addition trolley, and the other for two additional. Option 1 would provide service every 20 minutes, and option 2 would be every 15 minutes. If the Town adds extra trolleys, they could extend the route to Carl Johnson if the Town would like. He said that service remains hourly year round in the rest of the county and is only increased on Fort Myers Beach during season. Several years ago they investigated the possibility of allowing trolleys to use the middle lane only if traffic is at a dead stop. Both the state and the county expressed concern because of taking away turn lanes, the problem of how trolleys would pass each other, and the safety of where people could deboard. Mayor Cereceda wondered about an express trolley where stops would be at crosswalks since traffic is supposed to stop at those anyway. Lee Tran's proposals are based on \$40 per hour (the national average is \$68), which he said is their standard operating cost. Since the Lee Tran has eight operational trolleys, and six of them are sitting idle, Mr. Gucciardo questioned why it costs \$40 for additional trolleys. He thought that additional trolleys should be billed for actual costs only. The Council asked if the Town can lease the idle trolleys, but Mr. Fetzer said that they cannot lease to a private party, and it would present a problem to lease to the Town because Lee Tran is the designated provider for the area. The Council questioned if the Town could buy the trolleys since they are devalued beyond their useful life, and Mr. Fetzer answered that they will have to auction them, probably next year, but that governmental entities have first chance at the bid. They have ordered new trolleys (which cost about \$580,000 new), and they need to receive them before they auction the old ones. In response to a question, he answered that back when the Town was provided four trolleys and they were free, there were 400,000 riders. Now there are 200,000 riders. The Council will need to let him know within a week if they want to add another trolley in December.

The Council took a break at 7:45 PM and reconvened at 7:52 PM.

IX PUBLIC REHEARING ON DONALD A. & ANNE S. NYMAN REQUEST (95-07-032.02Z)

Mr. Reynolds discussed a paper that he had distributed to the Council concerning the Nyman hearing. He requested that it be continued until a later date because the map shows a different zoning (RM2) and because the County staff did not do a review of the new request. He also mentioned that the request does not show the number of square feet of the five apartments.

Motion: Mr. Reynolds moved and Mr. FitzSimons seconded that the rehearing be continued until additional information is received. After discussion, Mr. Reynolds voted in favor of the motion. Mr. FitzSimons, Mr. Murphy, Mr. Isler and Mayor Cereceda voted against the motion. The motion failed.

Discussion: Mr. Isler suggested that they have the hearing, and then postpone it if they find they need more information after the information is given. Mr. Roosa said that the problem is that the map shows RM2 zoning, and the applicant made his application based on the map. It is the county's position that it is zoned

TFC2 (two family conservation.) Mr. Roosa explained that the Council first heard this case in February, the Council denied the request, and the Nymans applied for a special master hearing. They have redesigned their request to address the objections of the Council, and have now requested a rehearing. There is no procedure for it to be re-reviewed by the County. The Town asked for their input, but it was not necessary.

Mr. Roosa provided the Council with a resolution to be completed at the end of the hearing. In addition, he provided copies of the land plan, goals and objectives that the hearing officer decided were in compliance.

Matt Uhle reviewed the case which was first heard nine months ago. The parcel is at School Drive and Estero Boulevard, and includes six platted lots totaling 22,000 square feet. There are four structures containing five units which are 30-50 years old and not in great shape. The area is called "urban community" on future land use maps. The original proposal was for 6000 square feet of commercial building on two floors, with access points on School and Estero. The County staff did not approve the request because of their concern that it would violate the section of the comp plan which protects against commercial intrusion into a residential neighborhood. However the hearing examiner did not see it as a violation, and there was no neighborhood objection, just objection from the Civic Association. However In February the Council voted 4 to 1 to deny the request. The Nymans opted to take the request to a special master because they did not want to litigate, and they thought that with input from the Council, they could address the problem and make changes that would be agreeable. The Town Manager and the Town Attorney agreed.

The changes are: 1.) They removed the access point on School Drive; and 2.) They changed the use from 6000 feet commercial, to 3850 feet on the bottom retail, and 3850 feet or less in five apartment above. These two changes address the concerns of traffic and intrusion into a residential neighborhood and will reduce traffic by 25%. He noted that there are other buildings in the area that have residential above. They have also included extraordinary buffering (8' fence and tall trees) that was recommended by the hearing examiner. There will be no hotel/motel use and there is more parking. Certain restaurants might be allowed.

Mr. Roosa swore in Mike Roeder, a planner with Humphrey and Knott. They have left open the option of floodproofing the bottom and then the building won't have to be elevated. There will only be one floor of commercial and it will be on the first level in any case.

Mayor Cereceda opened the meeting to public comment.

A HAROLD HUBER

Mr. Roosa swore in Mr. Huber. He questioned if these are going to be rental units, and if so, does the Council plan to establish a minimum rental period for the units (daily, weekly, monthly.)

The public hearing was closed.

Mr. Roosa stated that the County has identified Estero as a constrained road, which takes away the impact of traffic, so the Council cannot use traffic as a limiting factor.

Mr. Isler said that the neighborhood, in this particular spot, is residential, except for the school, library and park, which support the neighborhood. He thinks that the request will damage the residential nature of the area, and that it will have a negative impact on the school.

Mr. FitzSimons noted that the plan doesn't add residential units, but it adds commercial traffic on a highly traveled area of the road. Also the pool is being added to the area soon.

Mr. Roosa asked the Council to vote on the individual parts of SSection D, paragraph 2:

A) Mayor Cereceda, Mr. FitzSimons, Mr. Isler and Mr. Reynolds voted that the request will have an adverse impact on the intent of the Land Development Code. Mr. Murphy voted that it will not.

B) Mayor Cereceda, Mr. FitzSimons, Mr. Isler and Mr. Reynolds voted that the request is not consistent with the goals of Lee Plan policies 5.1.5, 6.1.5, and 18.2.1. Mr. Murphy voted that it is.

C) Mayor Cereceda, Mr. FitzSimons, Mr. Isler and Mr. Reynolds voted that the request does not meet performance and locational standards. Mr. Murphy voted that it did.

D) Mayor Cereceda, Mr. FitzSimons, Mr. Isler and Mr. Reynolds voted that the request is not compatible with existing or planned uses. Mr. Murphy voted that it is.

E) Mr. FitzSimons, Mr. Isler and Mr. Reynolds voted that the request places an undue burden on existing facilities. Mayor Cereceda and Mr. Murphy voted that it does not.

F) Mayor Cereceda, Mr. FitzSimons, Mr. Isler, Mr. Murphy, and Mr. Reynolds voted that the request will not comply with zoning provisions.

G) Mayor Cereceda, Mr. FitzSimons, Mr. Isler and Mr. Reynolds voted that the request does not enhance the objectives of the CPD zoning. Mr. Murphy voted that it does.

Mr. Roosa asked the Council to vote on the remaining paragraphs in Section D:

1) Mayor Cereceda, Mr. FitzSimons, Mr. Isler and Mr. Reynolds voted that proposed uses are not appropriate for the site. Mr. Murphy voted that they are.

3) Mayor Cereceda, Mr. FitzSimons, Mr. Isler and Mr. Reynolds voted that urban services are not adequate to serve the proposed use. Mr. Murphy voted that they are.

4) Mr. Roosa determined that this question does not apply.

Motion: Mr. Isler moved and Mr. FitzSimons seconded that the request to rezone from TFC-2 to CPD be denied. Mayor Cereceda, Mr. FitzSimons, Mr. Isler and Mr. Reynolds voted in favor of the motion. Mr. Murphy voted against the motion. The motion passed.

X PUBLIC HEARING OF VESSEL SAFETY ORDINANCE

Mayor Cereceda read the titles and opened the meeting for public comment.

A SCOTT PORTER

Mr. Porter stated that Section 8, which prohibits floating vendors, would end his business for which he is already licensed. He is commercially registered (although no one else may board his boat because he is not a captain), and he is inspected by the health department. He operates about six months of the season, and has been in business for a year.

Marsha Segal-George stated that this is the only license that would be affected. Mr. Roosa suggested adding, after a comma, "except those with 1997 Lee County floating vendor licenses based in Fort Myers Beach and having no more than one boat." Mr. Isler asked if the business could then be sold later and he was told that it could.

B SANDI SUTER

Mrs. Suter doesn't think the Town needs floating vendors, and she is concerned that we are guaranteeing that Mr. Porter has a corner on the market and that might be considered restraint of trade.

C BILL PERRY

Mr. Perry vouched for Mr. Porter, and said that the Town should not take away his business. He suggested having a cap on the number of floating vendors allowed instead of grandfathering Mr. Porter. He stated that everyone else who has tried this business has gone out of business, so there is not a problem with cornering the market. He also stated that it is not fair to say that rental jet skis must go out 1000 feet, and then allow private ones to only go out 500'. In addition, you could have powerful power boats at 500 feet, but the small personal watercraft must go out 1000'. He thought travel should be slow speed for 1000', except in channels, where travel would be at posted speed.

D LINDA KANE

In 1995 she applied for a floating vendors license and was denied because they said they no longer do floating vendors. She must pay high rental on beachfront property year round and it is unfair that Mr. Porter can operate only 3 months and not pay any rent.

E HEIDI MIHAIOFF

Ms. Mihailoff stated that she has no problem with requiring 1000 feet, except that it is a safety factor, since the water is much deeper, and most of the renters are not experienced, are minors, or are elderly. She would like the ordinance to state that in case of emergency, the rental owner can ignore idle speed so that the operators can get out to their renters more quickly. Regarding floating vendors, she is limited from serving tourists on the beach, yet he can serve from a boat.

F JIM WILLIAMS

Mr. Williams questioned the placement of the buoys. They are at 500' and are set by the county, and he wondered if they would be moved out if the council moves the line to 1000'. The rule needs to be consistent. Regarding floating vendors, he recommends taking that definition out of the ordinance, because they are all excluded anyway.

G SCOTT PORTER

Mr. Porter stated that his license is tied to the restaurant, and perhaps if Ms. Kane was turned down for a floating vendor's license, it was because she was applying for another type of business.

The public hearing closed.

Motion: Mr. FitzSimons moved that in Section 9(1), the wording be changed to "all waters within 1000 feet offshore from all beaches or offshore structures, except within marked channels" and that the last sentence of the paragraph be eliminated. There was no second. The motion died.

Motion: Mr. Murphy moved and Mr. Isler seconded that the words be added to Section 8 “except vendors with 1997 Lee County floating vendor licenses who are based in Fort Myers Beach and have only one boat.” The motion passed unanimously.

Motion: Mr. Isler moved and Mr. Murphy seconded that the ordinance be accepted with the above change. Mr. Isler, Mr. Murphy, Mayor Cereceda, and Mr. Reynolds voted in favor of the motion. Mr. FitzSimons voted against the motion. The motion passed.

Discussion: Mr. FitzSimons stated that he thought the area for slow speed should be 1000'. Marsha Segal-George offered a compromise. Since enforcement is a major issue, she suggested that after the Council passes all three water ordinances, that they give them 6 months to see if enforcement fixes some of the problems, then the Council can revisit it.

XI FIRST READING OF JET SKI ORDINANCE

Mayor Cereceda read the titles. The public hearing was opened.

A BARBARA KEENE

Mrs. Keene lives on the back bay and is concerned about jet skis on the back bay. There are fishermen sitting quietly around the mangrove islands, and there is an opportunity for collisions and for damage to the sea grass. The eco tours cannot hear over fast speed, but could hear if they are kept at idle speed. She would like the slow speed zone extended to 1000 feet.

B JOHANNA CAMPBELL

Mrs. Campbell pointed out that some rookeries have been lost on the back bay because the jet skis have been going around the mangroves and scaring off the birds. The 1000' limit was supported in the LPA meeting by all the vendors. If you want the tourists to come and see the birds, please do not disturb them. She asked the Council to keep the slow speed zone at 1000 feet.

C KATHLEEN FISHER

Ms. Fisher, of CRA Services, stated that jet skis are very small part of all the craft in our area. She does not think 1000 feet is too far. She would rather have her renters out farther where there is less congestion. She also spoke about the point that licenses are on commercial property, and they do not need to be tied to hotel rooms. She also asked the Council to provide the variance for their Dolphin Venture Tours that has been in business for three years.

D BILL PERRY

Mr. Perry, of Aqua Sports, said that he has talked to two jet ski manufacturers who have volunteered to lease the Town (for \$1.00) vehicles to be used for enforcement. He recommends the Town take them up on it and get it done in time for this season. The officers would be riding on vessels that can go up to 60 MPH so they can pull over most vehicles. He warned the Council that they cannot discriminate against personal water craft or they will face litigation by the manufacturers. If the Council moves the slow speed zone to 1000' for rentals, it should be for everyone. He said it is no problem to see the jet skis at 1000 feet. You can see a boat at one mile.

E JOHN MULHOLLAND

Mr. Mulholland agrees about enforcement or the ordinance is worthless. He said it is an excellent idea to get vehicles from the manufacturers.

F HEIDI MIHAIOFF

Ms. Mihailoff agreed that it is not a problem to see the jet skiers at 1000 feet, but it takes longer to go rescue them in case of an emergency. She understood that floating vendors are to service people on boats and parasails, not to people on the beach. If they are selling to people on the beach, they should be required to have restroom facilities.

G JIM WILLIAMS

Mr. Williams mentioned that on page 2, eco tours on jet skis must stop in order to communicate. He mentioned that since the Council just passed 500' limit on the vessel safety ordinance, then this one should agree. He mentioned the paragraph that allows vendors to have jet skis moored in the water, and he is afraid it looks like you could have floating waverunner stands. He likes the statement that PWVL license holders must comply with the Land Development Code.

The public hearing was closed.

Mr. Isler mentioned that on Section 27-54, the wording after the semicolon should be “or east of Big Carlos Pass Bridge”.

Marsha Segal-George stated that the LPA had put in a section for a variance if a vendor wants to apply for more than eight skis. They will have to make a separate application to the Council.

Mr. FitzSimons asked if they were going to leave this ordinance at 1000’, if all other boats can go fast after 500 feet. He also stated that Section 27-48(a3) needs to be changed to ½ hour before sunset and ½ hour after sunrise to conform to Coast Guard regulations.

Mr. Isler questioned whether there is a plan to post the rules around the rookeries better. Marsha Segal-George stated that the Town can only take the lead in our jurisdictional waters. She hopes having a seat on the Arnold Commission will help.

The ordinance was set for second public hearing on December 2.

The Council took a break at 10:15 PM and reconvened at 10:25 PM.

XII DRAFT DISCUSSION OF PUBLIC SERVICE TAX ORDINANCE

Marsha Segal-George recommended that this be moved to the next meeting. She explained that this ordinance is necessary in order to stake out the town’s territory, but that it needs more work.

XIII RESOLUTION OPPOSING OIL AND GAS EXPLORATION IN THE GULF

All members of the Council were in favor of sending this resolution to the Governor.

XIV RESOLUTION ON NATIONAL FLOOD INSURANCE PROGRAM (FEMA APPLICATION)

Motion: Mr. FitzSimons moved and Mr. Murphy seconded that the resolution be accepted. The motion passed unanimously.

XV COUNCIL REORGANIZATION

A ELECTION OF MAYOR AND VICE-MAYOR

Mr. Reynolds asked the Council to consider following the policy that Sanibel has of rotating the mayorship and vice-mayorship each year. He nominated Mr. FitzSimons for mayor and Mr. Isler for vice mayor, but they both declined the nomination.

Mr. Isler nominated Anita Cereceda for Mayor and Ted FitzSimons for Vice-Mayor. The vote was unanimously in favor.

B CHANGES IN ASSIGNMENTS

The Council agreed to leave the assignments unchanged.

XVI TOWN MANAGER’S ITEMS AND REPORTS

The Town Manager had no items to bring before the Council.

XVII TOWN ATTORNEY’S ITEMS AND REPORTS

The Town Attorney had no items to bring before the Council.

XVIII PUBLIC COMMENTS AND INQUIRIES

There were not public comments.

XIX ADJOURNMENT

The meeting was adjourned at 10:35 PM.

Respectfully submitted,

Peggy Salfen
Recording Secretary



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

STAFF REPORT

TYPE OF CASE: Special Exception [SEZ] to permit a Bed & Breakfast in the Residential Conservation (RC) Zoning District

CASE NUMBER: SEZ2015-0006

STAFF REPORT DATE: February 16, 2016

COUNCIL HEARING DATE: March 7, 2016

COUNCIL HEARING TIME: 2:00 PM

STAFF RECOMMENDATION: **APPROVE** (as conditioned)

I. APPLICATION SUMMARY

Applicant/Agent: Myerside LLC/Roland Weinmann

Request: A Special Exception for bed-and-breakfast inn use in the RC zoning district.

Subject property: See Exhibit A

Physical Address: 131-151 School Street

STRAP #: 29-46-24-W3-0020C.0290

FLU: Boulevard within Platted Overlay

Zoning: RC (Residential Conservation)

Current use(s): Lodging - weekly rental of 6 dwelling units
Residential – duplex dwelling unit occupied by Applicant

Adjacent zoning and land uses:

North: Church, IN (Institutional) & Single family, RC (Residential Conservation), Mixed Residential & Boulevard within Platted Overlay FLUM

South: Library (IN), Boulevard FLUM

East: Elementary School (IN), Mixed Residential FLUM

West: Single family (RC), Boulevard FLUM

II. BACKGROUND AND ANALYSIS

Background:

The subject site is located at 131-151 School Street at the intersection with Oak Street. The site is a combination of 6 lots platted as part of Winkler's subdivision in 1931 (Winkler's Subdivision, Block C, Lots 29 – 34) (See Exhibit B). Each lot is approximately 25 feet in width and 150 feet in depth.

Based on information found on Lee County Property Assessor Field Cards (see Exhibit C) the six platted lots appear to have been originally developed as three separate properties, each consisting of two of the platted lots, and each property having one structure.

Property deeds show that the three individual properties came under common ownership by 1962 and have remained in common ownership since that time.

The current property configuration resulted from the combination of three separate parcels in 2008 (STRAP #s 19-46-24-W3-0020C.0290, 19-46-24-W3-0020C.0310 and 19-46-24-W3-0020C.0330)

There is one prior zoning action on the property; Lee County Resolution Z-72-18 dated February 1, 1972 (See Exhibit D) that granted a variance for an apartment under a duplex for personal home use on Lots 33 and 34. Additionally, ZVL2013-008 verified that the subject property consists of six platted lots (See Exhibit E).

Currently there are three residential structures on the subject property; details for each structure, as shown in the Lee County Property Appraiser's records, are provided in the table below:

Lots	Year Built	No. of Floors	No. of Dwelling Units	Sq. Footage of Unit
Lots 33 & 34	1969	Two stories	4 units	Base 812 Apt 1 772 Apt 2 784 Apt 3 754
Lots 31 & 32	1957	Two stories	2 units	Base 768 Apt 1 625
Lots 29 & 30	1958	One story	1 unit	504

Salt Life Inn LLC (aka Myerside LLC), represented by Roland Weinmann and Beverly Milligan purchased the subject property on December 31, 2013. According to the Applicant, at the time of purchase the seven dwelling units on the property were not being used as vacation rentals, rather it was the “last step before homelessness” for a group of transient tenants. In the month between the closing and when the Applicant took possession of and moved onto the subject property the tenancy had completely turned over except for one individual. Only one of the seven dwelling units had a verified lease and many of the units were being sublet in whole or part(s) to others. The Applicant described finding individuals living in attics, in tents in the yard, and sleeping on beds in living rooms. One of the units was reportedly being used as a puppy mill. There are six documented incidents when Lee County Sheriff’s Deputy’s responded to disturbances on the property in 2014.

Between January and July 2014 the Applicant took steps, and went through the legal process, to evict non-paying tenants from the property; others left of their own accord. During this time the Applicant made significant improvements to the property; a summary of the permits issued for the property is provided in the following table.

Permit No	DESCRIPTION	PERMITTYPE	PERMITSUBTYPE
BLD14-0017	SFR * R/R KITCH + BATH CABINETS, SHOWER, SINKS, TOILET	BUILDING	REMODEL
COM14-0015	REMODEL IN UNITS C & D, ADD EXTERIOR DECK TO UNITS A & C	COMMERCIAL	REMODEL
COM14-0016	R/R WINDOWS WITH IMPACT	COMMERCIAL	REMODEL
DEM14-0001	SFR * INTERIOR DEMO	DEMO	SUBCONTRACTOR
ELE14-0142	KITCHEN REMODEL	ELECTRICAL	REMODEL
ELE14-0298	COMMERCIAL IN GROUND POOL	ELECTRICAL	SUBCONTRACTOR
FNC14-0009	WOOD PRIVACY FENCE	FENCE	COMMERCIAL
PLB14-0063	MOVE SINK	PLUMBING	TRADE
POL14-0060	COMMERCIAL IN GROUND POOL	POOLS AND SPAS	POOL IN GROUND

In addition to the renovations and additions reflected in the permits above, the Applicant made many aesthetic improvements to the property, including painting the structures’ exteriors and installing extensive landscaping comprised primarily of native species. Pictures of the renovations and property improvements are provided in Exhibit F.

The property re-opened for weekly rentals in January 2015, and reportedly had a successful first “season.” The Applicant reports having a mix of weekly and monthly rentals last year; enough business to hire two full-time staff members. It is the success of the Applicant’s rentals; the installation of signage indicating the “office” (the Applicant’s residence on the property), placement of commercial signage on the property, and hiring of staff members that precipitated this application for Special Exception.

The business activities on subject property came to attention of Fort Myers Code Enforcement in August 2015. Code Enforcement staff research revealed that no use permit, home occupation or commercial use, had been issued for the subject property. Therefore, a code violation (CE15-0344 see Exhibit G) was issued to the Applicant.

The weekly rental of dwelling units is a permitted use in the RC zoning district. However, this rental use does not include an on-site rental office, commercial signage, or on-site staff. Although a home occupation is also permitted by right in the RC district; the Town's home occupation regulations (See LDC 34-1772) specifically prohibit commercial signage or the employment of outside staff.

To resolve the code violation on the subject property the Applicant must obtain a use permit from the Town. The current business operations on the property require a commercial use permit. Issuance of the commercial use permit requires zoning verification that the use is permitted. This can be accomplished by obtaining a special exception for a bed and breakfast inn.

Applicant Request:

The Applicant has submitted a request for a special exception to permit a bed-and-breakfast inn in the RC district (see Exhibit H). The intent of the request for a bed-and-breakfast inn special exception is to bring the legally designated "use" of the subject property into conformity. A special exception will allow the applicant to obtain a Town issued certificate of use for a commercial business, versus operating as an agglomeration of seven separate legally permitted weekly rental units.

Setting/Context

The subject site is located in a predominately institutional area, directly adjacent to the Bay Oaks Community Pool, across Oak Street from the Bay Oaks Recreation Center ball fields and Fort Myers Beach Elementary School, and across School Street from the Fort Myers Beach United Methodist Church. There are two residential parcels between the subject property and Estero Boulevard. The dwelling units on the subject property are oriented around a center courtyard and pool area.

Special Exception Use

LDC Chapter 34 defines the term special exception as follows:

Use, special exception means a use or certain specified departures from the regulation of this chapter that may not be appropriate generally or without restriction throughout a zoning district, but which, when controlled as to the number, area, location or relation to neighborhood, would promote the public health, safety, welfare, order, comfort, convenience, appearance, or prosperity, and may be permitted, in accordance with applicable regulations.

As noted above, the subject property is primarily surrounded by institutional uses; there is one single-family residence adjacent to the subject property. The improvements the Applicant has made to the subject property over the past two years has done much to promote the safety, order, appearance and prosperity of the property and generally improved the same for the neighborhood. The evidence of this is the reduction in the number of incidents (involving people) Lee County Sheriff's Deputies responded to at/in the vicinity of the property; six in 2014 and two in 2015 (See Ex I).

The special exception process provides the opportunity to condition the requested use if the conditions are reasonably related to the impacts of the use that is the subject of the request.

Previous Approvals:

There is one previous approval on record for the property; Lee County Resolution Z-72-18. This Resolution granted a variance for an apartment under a duplex on Lots 33 and 34 of the subject property. See Ex. G.

Staff notes that the duplex referred to in Resolution Z-72-18 is recorded as a triplex on the field card for the property dated 1967 (See Ex.C).

Applicant's Reasons for Request:

The Applicant provided the following reasons for why the subject property qualifies for a Special Exception:

- A. There is precedent for this type of exception on Fort Myers Beach.*
- B. The property is zoned for weekly rentals, which is well suited for a bed and breakfast.*
- C. The property location, size, and layout is well suited to a bed and breakfast. Everything is aimed to the center.*
- D. We [the Applicant and his wife] would continue to enrich the natural environment, adding to the 100+ native plants we have already planted.*

Staff notes that there is a similar lodging establishment (the Mango Street Inn) located approximately a third of a mile north of the subject property. The Mango Street Inn property is zoned Residential Multi-family (RM) and is within the Mixed Residential future land use category. Bed-and-breakfast inns are also permitted in the RM zoning district by Special Exception.

Analysis:

Concerning how the requested special exception could impact surrounding properties, the Applicant has provided the following narrative:

There would be no negative impact on surrounding properties. The property currently has weekly zone rentals for vacationers (sic), so there is no increase in volume for its seven units as far as vehicle traffic is concerned. The immediate [surrounding] business may see positive increased flow [of patrons]. This exception would be another step forward in taking this property from a rundown, unsafe complex across from an elementary school, to a safe, attractive vacation destination on Fort Myers Beach.

The following section of this report provides analysis of the requests' consistency with the Town's Comprehensive Plan

Consistency of Request with Comprehensive Plan:

The subject property is classified by the Town's Comprehensive Plan as "Boulevard." The category descriptor policy is reproduced below:

*Policy 4-B-5 **"BOULEVARD"**: a mixed-use district along portions of Estero Boulevard including less intense commercial areas, 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 the 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 use in this category, and this percentage shall not exceed 70%.*

The subject property is located in an institutional district that includes the library, elementary school, a church, and the Bay Oaks Recreation Campus. The requested activity, a bed-and-breakfast inn, would contribute to a mixed-use environment without increasing the intensity of use beyond what is there today. The visitors brought to the area by the lodging use provide additional customers to support nearby commercial uses, such as those at Seagrape Plaza. Additionally, by renovating the existing c. 1950s structures the Applicant has helped preserve the island's cottage-style architecture and scale.

The proposal is supported by the Community Design Element of the Comprehensive Plan. This element provides a vision for the area: "School Street itself has also become a key connection from the bay to the beach, a palm-lined showcase of restored and new cottages . . . Existing and new infill development on School Street is in the spirit and scale of the Beach's classic cottages..."

The proposal supports Goal 3 of the Comprehensive Plan; to revitalize specific transitional neighborhoods. The subject property lies within the 'Heart of the Island' area identified for redevelopment in Objective 3-A.

The proposal supports Goal 4 of the Comprehensive Plan; "To keep Fort Myers Beach a healthy and vibrant "small town," while capitalizing on the vitality and amenities available in a beach-resort environment...." The scale and design of the proposed bed-and-breakfast inn use support the Beach's small town feel and capitalizes on the locations' close proximity to the Beach; the Gulf Beach Road access is less than a quarter mile to the north and Pompano Street is even closer to the south. The proximity of the subject property to the beach, commercial uses, and surrounding civic amenities allows "...people to move

around without their cars even in the midst of peak-season congestion,” as described in Objective 4-A of the Comprehensive Plan.

Policy 4-C-2 of the Comprehensive Plan addresses “Commercial Intensity.” This policy states that “the maximum intensity of commercial development in any [land use] category may be controlled by height restrictions or by other provisions of this plan and the Land Development Code. Standards in the Land Development Code will encourage more intense commercial uses only in the “Pedestrian Commercial” category.” The subject property is located in the “Boulevard” category; however the proposed bed-and-breakfast inn use will not expand or increase the intensity of commercial activity at location. Therefore it is staff’s opinion that there is no conflict with this policy.

Policy 4-C-3 of the Comprehensive Plan provides direction concerning commercial locations for new or expanded commercial uses. The policy states the in the “Boulevard” category, “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.” The complimentary nature of the requested bed-and-breakfast inn to its surrounding nature is discussed above.

Policy 4-C-3 of the Comprehensive Plan also provides that “The neighborhood context of proposed commercial uses is of paramount importance.” The policy elaborates that the sensitivity of a proposed commercial activity to nearby residential areas can be affected by: they type of activity, its physical scale, and the orientation of buildings and parking.

It is staffs’ opinion that the requested bed-and-breakfast inn is not more intense that the current or previous rental use of the property. The Applicant’s improvements to the property have not enlarged the physical scale of the activity, and have reoriented activity on the site inward to the newly developed pool and patio area. In staff’s opinion the requested bed-and-breakfast inn use will not create an undue commercial intrusion into a residential neighborhood or disturb the “comfort” of adjacent residents.

Special Exception Considerations:

The Land Development Code, in Section 34-88, provides a series of “Considerations” that Town Council will consider when deciding on a special exception application, whenever applicable. These Considerations are discussed in order below:

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

The subject property has been used as combination of short-term rental units for at least the past decade. However the Applicant’s improvements to the property have changed its condition and the cliental it attracts. This constitutes changed conditions that make approval of the request appropriate. Furthermore, the requested special exception would provide a more stable basis for the continued use of the property and provide allowances that would enhance the quality of the rental establishment.

b. The testimony of any applicant.

The Council will be able to hear from the applicant at the public hearing.

c. The recommendation of staff and of the local planning agency.

The staff and LPA recommendations are contained in this staff report.

d. The testimony of the public.

The public testimony at the LPA public hearing is contained in the attached LPA meeting minutes. The public will have the opportunity to testify at the Town Council public hearing.

e. Whether the request is consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses as set forth in the Fort Myers Beach Comprehensive Plan.

Based on the analysis provided in the "Consistency of Request with Comprehensive Plan" above it is staff's opinion that the requested Special Exception is consistent with the Fort Myers Beach Comprehensive Plan.

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

The subject property is located in a mixed-use land use category, "Boulevard," and surrounded by institutional uses. The discussion of compatibility with Comprehensive Plan Policy 4-C-3 above addresses the ability of the proposed use to meet or exceed what locational standards apply. Compatibility of the proposed use and ability to meet the applicable zoning regulations are discussed in items *h* and *i* below.

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

The subject property is fully developed and contains no environmentally critical areas or natural resources to protect, conserve, or preserve. The proposed bed-and-breakfast inn will have no negative effects on environmentally critical areas and natural resources. The property is currently developed and the Applicant has improved, and plans to continue improving, the open space areas of the property with extensive plantings of native species.

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

The proposed bed-and-breakfast inn will not cause damage, hazard, nuisance, or other detriment to persons or property. The property is uniquely situated for lodging use; surrounded by institutional uses, near the Seagrape Plaza commercial center, in close proximity to two public beach accesses, and a reasonable walk or short bike ride to the Downtown / Times Square area.

The pool and patio area of the site, where outdoor activity is concentrated, are oriented to the center of the property. The distance from the pool/patio area to nearest off-site residence is approximately 45 feet. The owner/resident of this property has provided a letter in support of the Applicant's request, see Exhibit J.

- i. *Whether a requested use will be in compliance with applicable general zoning provisions and supplemental regulations pertaining to the use set forth in this chapter.*

The proposed bed-and-breakfast inn is in compliance with the RC zoning district and is being proposed as a special exception consistent with LDC Section 34-622 and Use Table 34-1. Compliance or ability to comply with the supplemental regulations pertaining to bed-and-breakfast inns is addressed below:

Division 19, Article IV, Chapter 34 of the LDC provides a definition of and standards for bed-and-breakfast inns. The definition is reproduced below:

Bed-and-breakfast inn means a public lodging establishment with nine or fewer guest units that serves breakfast to overnight guests. A bed-and-breakfast inn may be located in a single building or in a cluster of separate buildings.

The subject property currently contains seven dwelling units. Six of these units are rented. The Applicant and his wife live on-site in the seventh.

Division 19 further specifies that proposed bed-and-breakfast inns must meet the following requirements:

- (1) *Be licensed as transient public lodging establishment with the Florida Department of Business and Professional Regulation; and*
The Applicant is currently licensed.
- (2) *Pay the levied tourist development tax promulgated by the county and the state sales tax; and*
The Applicant currently pays these taxes.
- (3) *Provide and staff a front desk during regular business hours to arrange for the rental of guest units*
The Applicant can comply with this requirement if the Special Exception is approved.
- (4) *Guest units may not be occupied by the same guest for more than 60 days in a year.*
Please refer to discussion of LDC Sec. 34-1805 below.

Additionally:

Individual guest units in a bed-and-breakfast inn must be at least 120 square feet in size.

The smallest unit available at Myerside is approximately 504 square feet.

The intensity of bed-and-breakfast inns shall be calculated in the same manner as for hotel/motels, except that inns with three or fewer guest rooms per building are exempt from the requirement to use equivalency factors to measure density.

Based on the size of the existing dwelling units and the subject property, and the and the applicable future land use category the intensity calculation results 12 guest units, when the Platted Overlay is taken into consideration, or 7 guest units if the Platted Overlay is ignored.

Bed-and-Breakfast inns must supply a minimum of one off-street parking space for each guest room plus one space for the owners' quarters.

The subject property can accommodate up to 12 off-street parking spaces. This exceeds the seven that are required.

LDC Sec. 34-1805 provides additional regulations specific to bed-and-breakfast inns:

(a) Whenever guests are present, the owner or operator must live on the premises or on abutting property, or if the inn is in a cluster of separate buildings the owner or operator must live in one of the buildings.

The Applicant and his wife currently live on-site.

(b) The maximum continuous length of stay for guests is 90 days.

Note: This differs from the previously stated limitation of 60 days.

The Applicant can comply with this regulation if the special exception request is granted.

(c) Each guest unit must be accessed by a common corridor or outside door rather than through another guest unit or dwelling unit.

All the rental units at Myerside are accessed through outside doors.

(d) Food service is limited to breakfast and/or snacks and may be served only to overnight guests.

Myerside currently provides snacks and basic sundries to guests by way of baskets that are provided in their units. The Applicant plans to add breakfast items to these baskets if the special exception request is granted and has indicated that a catered breakfast may be provided in the future.

(e) A single non-illuminated identification sign up to four square feet in area may be mounted onto each building.

The Applicant will comply with this regulation if the special exception request is granted.

As evidenced by the responses provided above, the subject property meets or has the potential to meet the LDC requirements for bed-and-breakfast inns.

Special Exception Findings and Conclusions:

The Land Development Code, in Section 34-88, provides a series of *Findings* that Town Council must make before granting any special exception. The Town Council must find that the applicant has demonstrated that the requested special exception:

- a. Complies with the Fort Myers Beach Comprehensive Plan.
- b. Complies with the Land Development Code.
- c. Complies with other applicable town ordinances or codes.

Staff recommends that the Town Council find that the applicant **has** demonstrated that the requested special exception complies with both the Town's Comprehensive Plan and the Land Development Code. Town Council has the "Authority" to deny the request if Council finds "that granting the special exception is contrary to the public interest and the health, safety, comfort, convenience, and welfare of the citizens of the town".

III. STAFF RECOMMENDATION

Staff recommends **APPROVAL WITH CONDITIONS** of the requested special exception.

RECOMMENDED CONDITIONS OF APPROVAL

Staff recommends that approval of the special exception be subject to the following conditions:

1. *All outdoor lighting on the site will be "fully shielded" or "full cutoff" fixtures to reduce glare and light trespass onto adjacent properties.*
2. *Outdoor activities will be limited to between the hours of 7 AM to 10 PM, unless associated with a special event permit issued by the Town of Fort Myers Beach.*

V. LPA REVIEW & RECOMMENDATION

Community Development staff presented the special exception request for a bed and breakfast at 131-151 School Street, covering the LDC considerations and the required findings. The applicant briefly addressed the LPA noting that the project was a labor of love; when they first acquired the property it was a mess, but they saw an opportunity and despite the challenges have worked towards improving the property. Their special exception request is another step in that process. They are invested in the community and want to comply with regulations.

No members of the public addressed the LPA concerning this request.

The LPA asked several questions concerning such topics as the limitation on how long guests are permitted to stay, the differences between b&b's and hotels/motels, school board input on the request, visual buffering of the pool activity on the site from the elementary school, consumption on premises, appropriate types of special events, and pending code violations.

Staff and the applicant addressed the LPA's queries noting that length of stay is regulated by the LDC, the differences between b&b's and hotels/motels include length of stay and requirement that b&b live on site when guests are in residence, the ability of the b&b's to obtain temporary COP for special events, staff's recommendation to restrict outdoor activities on the site to the hours of 7AM to 10AM. With regard to pending code violations, staff conveyed that the special exception request is the method by which the outstanding code violation may be resolved. A use permit is required to resolve the code violation and a use permit cannot be issued for a b&b without approval of the requested special exception.

The LPA moved to recommend to Council that the special exception for a bed and breakfast be approved with conditions as stated with regards to lighting, outdoor activity hours and a third conditioning approval to the presented site plan of the existing seven units: six rental units and one residential unit. The motion was unanimously supported by the members present (5-0).

****After the January 12, 2016 LPA meeting, staff discovered incorrect information regarding the minimum length of stay permitted for b&b's was conveyed to the LPA. Although, the RC zoning district restricts the rental of lodgings to periods of one week or longer, this restriction applies to *dwelling units*. B&Bs by definition are permitted overnight (nightly) rentals. This correction was presented to the LPA at the February 9, 2016 meeting. The LPA discussed the difference in nightly and weekly rentals and concluded that the difference would not change their previous recommendation of approval as conditioned.**

IV. CONCLUSION

Staff recommends **APPROVAL** of the requested special exception conditioned as follows:

Exhibits:

- A – Site Survey/Plan and Aerial
- B – Subdivision Plat
- C – Property Assessor Field Cards
- D – Lee County Resolution Z-72-18
- E – ZVL2013-008
- F – Property Improvement Pictures
- G – CE15-0344
- H – Application Materials
- I – Lee County Sheriff's 2014-2015 Incidents Report for Subject Property
- J – Letter of Support
- K – January 12, 2016 LPA Meeting Minutes

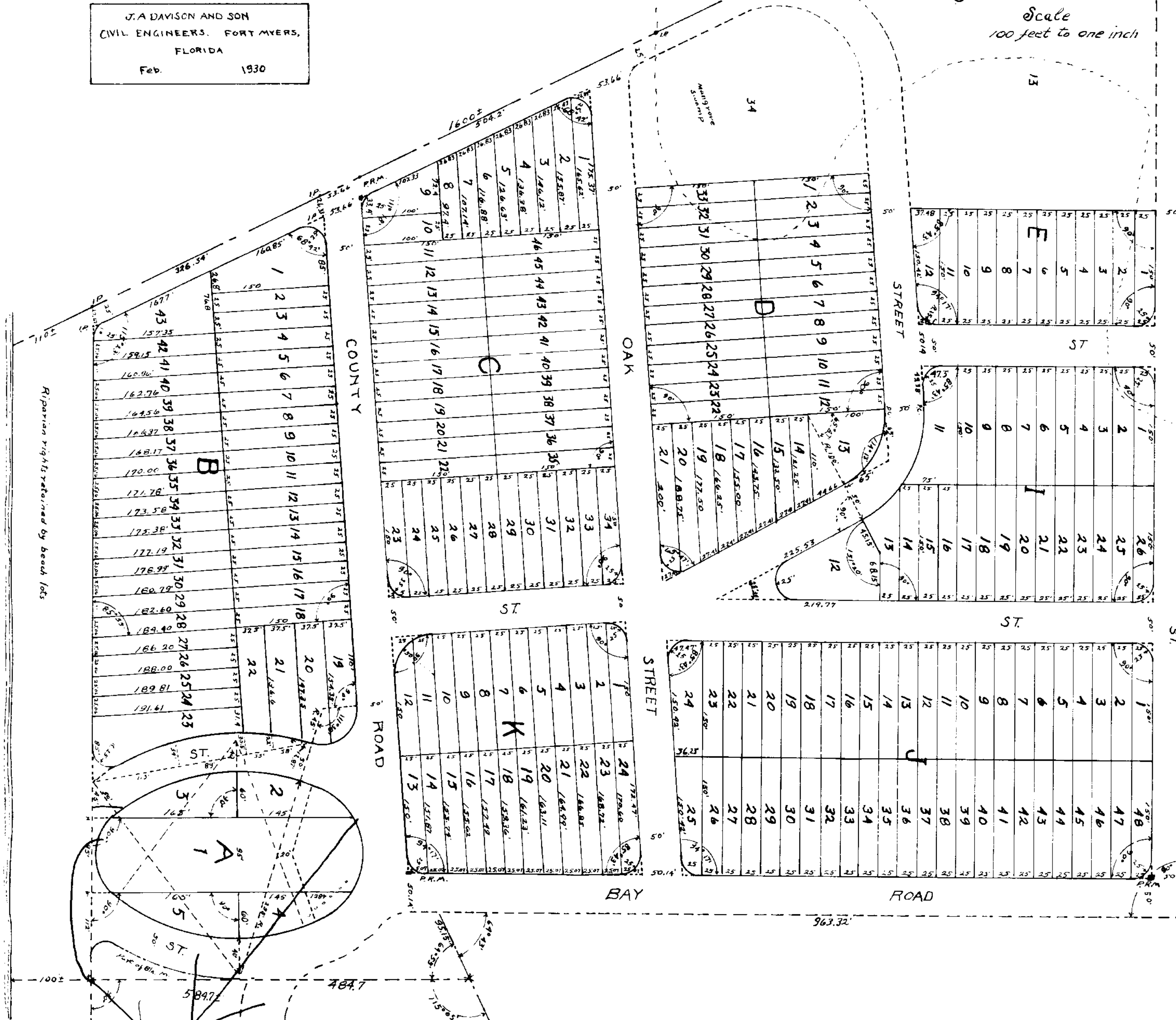
Exhibit A. Aerial View of 131-151 School Street & Site Plan



FIELDBOOK 203 PAGE 40 DATE 1/7/14		SECTION 19 ,TWP 46 S, RGE 24 E	
NORTH ARROW 4	FOUNDATION LOCATION	FIELDBOOK	PAGE
LEGAL DESCRIPTION (AS PROVIDED BY CLIENT) This is a boundary survey of the following : Lots 29 through 34, Block C, Winkler Subdivision as recorded in Plat Book 8, Page 45 of the Public Records of Lee County, Florida. The property address is 131, 145, 147 & 151 School St. per County Records.		LEGEND ■ SET CONC. MON. WCAP I.D.# 3553 ○ SET IRON PIN WCAP I.D.# 3553 □ FD. CONC. MON. WCAP □ FD. CONC. MON. ○ FD. IRON PIN * ASSUMED ELEVATION A BENCHMARK R RECORDED M MEASURED CONT REVERSE SIDE FINAL SURVEY DATE	
SCALE 1" = 30'			
NOTES - REPRODUCTION OF THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. - NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN. - NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED. - BEARINGS SHOWN HEREON ARE BASED ON <u>Angles are field measured</u> - THIS PROPERTY LIES IN FLOOD ZONE AE EL 12 & 13 NAVD88 PER F.I.R.M. PANEL NO. 12071C0554F DATED 8/28/2008 - LAST DATE OF FIELDWORK 1/7/14 - ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. CERTIFICATE I hereby certify that the above described property was surveyed under my direction and the sketch of survey is true and correct to the best of my knowledge. This survey meets or exceeds the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Rule 61G17 - 6 Florida Administrative Code, and pursuant to Section 472.027 Florida Statutes. There are no visible encroachments other than those shown hereon. P.L.S. MARK O. ALLEN P.L.S. #3553 LB #6558			
MARK O. ALLEN, INC. PROFESSIONAL LAND SURVEYOR			
FAX: (239) 992-6070 TELE: (239) 992-8900		10602 WOODS CIRCLE BONITA SPRINGS, FL 34135	
DWN. BY MG	CHKD BY	ORDERED BY Beverly Milligan	SHEET 1 OF 1 DWG. NO. 2014-3

WINKLER SUBDIVISION.

J. A. DAVISON AND SON
CIVIL ENGINEERS. FORT MYERS,
FLORIDA
Feb. 1930



69226
CLERK OF THE OFFICE OF THE
Clerk of the Circuit Court,
LEE COUNTY, FLA.
26 MAR 1930
4. 1930
J. J. Garner
Clerk of the Circuit Court

Exhibit C. Property Assessor Field Cards

LEE COUNTY, FLORIDA

DATE OF SALE	AMOUNT	EX. & PG. NO.	OWNER'S NAME	ADDRESS	DESCRIPTION
			KOCH, PAULINE FT. MYERS BEACH, FLA. 278742	145 SCHOOL ST.	WINKLERS SUBD. BLK C PB 8 PG 45 LOTS 29,30
2/2/68		000009	Mulloy, Edward J & Ida	145 School St FT. MYERS BEACH FLA 33931	
			19-46-24-02-0000C.0290		
			MULLOY EDWARD J + IDA 2160 SAN CARLOS BLVD FT. MYERS BEACH, FLA. 33931		
			BATCH 00009 03/31/77		

FACTOR	1971	1973	1974	1978
LAND	730	5630	5630	7500
BLDG	11220	4220	6000	6000
TOTAL	5530	9850	11630	13500

18
 18 15 FR
 (324)
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 12 EP
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 4 (95) 12 OP
 720
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 175

[illegible]

NOTES	OUTLDC.	TYPE	DESCRIPTION & SIZE	AREA	RATE	VALUE	ACCURD. DEPR.	APPRAISED VALUE	BASE BLDG. AREA	(1)	(2)	(3)	(4)
58 1761 All 15x18	1	STOR	1 st Flr 8x8	64	4.25	272	15%	220	BASE BLDG. PRICE	324	324		
57 218 142 32x10	2				7.32	1168	25%	350	FACTOR	12.81	23.44		
V/C 11/77 27	1								BASE VALUE	1.02	1.02		
	3								FIREPLACE	1233	2746		
		CLASSIFICATION	CODE	NO. OF ACRES	RATE	VALUE	DISC.	APPRAISED VALUE	PLUMBING				
				1.00					TOTAL ADJTS.				
				7500 @ 1.75		5625		5625	OTHER	7516	1493		
								7500	TOTAL	5050	9239		
									GRADE	0-10	0-10		
		FRONTAGE	DEPTH	FACTOR	EQUIV. FRONT	UNIT PRICE	VALUE	INFL.	DISC.	APPRAISED VALUE	GRADE DIFFER.		
		1-	30	1.50	1.06	57.0	2.5	1320		1330	455	8315	
									NORMAL DEPR.				
									ACCURD. OR PR.	121	32%		
									APPRAISED VALUE	1401	5650		

E.

1 19 46 24 02 C.031

MAP NO. 10564 25 TOP. 100 JATA. 400000000

[illegible]

2. FOUNDATION	
NONE	
FOOTINGS	
PILINGS	(1-10)
SEAB	
PIERS	(1-4)
WALL	
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CON.	
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BRICK
CONCRETE
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NOTES
3. BASEMENT
NONE
DIRT FLR. (4)
CONCRETE FLR.
UMB. AREA
GARAGE AREA
LIV. AREA (120)
KITCH.

1. CONSTRUCTION
 WOODS
 STUPE
 W.P.C
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 SEMI-FIREPROOF
 FRAMES
 NOTES

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SM. CATHED
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VELV. SIDING
CON. BRICK
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SHEET
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3. ROOF
 WOOD SHAKE
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 DORMER (2)
 BUILT UP

COMPOSITION	
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ALUMINUM	
ALLOY 6061	
WOOD	
CLONE FILE	(+ 2)
CLAY BAR	(+ 4)
CLARE	(+ 2)
ROLL	(+ 2)
1962	
INCHES	
INCHES	
A. ATTIE	
ALUS	

FLOORED
 LIVING AREA
 DINING AREA
 LIVING AREA (110)
 KITCHEN
 2 CLOTHES
 HALLWAY (10)
 TERRACE
 BATHROOMS
 TERRACE (13)
 RM. APPL.
 RM. APPL.
 RM. APPL.
 STOVE

OFFICES
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SMITHS
INDUSTRY AREAS
MOVES
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HARRINGTON
CONCERNED
APPROX 10
PENNELL VILL
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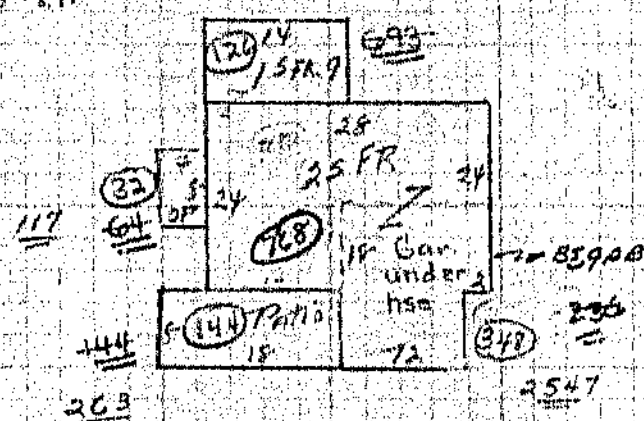
1/2" INT. WALL
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NOTES
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STOVING C-4
M.A. FURN. D-2
CIRC HOT AIR
HOT WATER
RADIANT
SAIL C-3
FLOOR E-3
MILK

(L) RARE XEROX
TO FIREPLACE
HA # 1300
HILL FOUNDRY
HILL FOUNDRY

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96. BATH, T. ROOM
97. BATH, T. ROOM
98. BATH, T. ROOM
99. BATH, T. ROOM
100. BATH, T. ROOM



NOTES	QUANTITY	TYPE	DESCRIPTION & SIZE	AREA	RATE	VALUE	ADJUSTED DEPR.	APPRAISED VALUE	BASE BLDG. AREA	(1)	(2)	(3)	(4)
56 3-327 ABL 2400	1								BASE BLDG. PRICE	768	516		
NY-1967 05	2								FACTOR	829	1762		
3/29/77 NY was del. Rebuilt 10/8	3								BASE VALUE	1.40	96		
4/6 11/77 18 BN	4								FINISHES	8914	9235		
		CLASSIFICATION	CODE	NO.	CRES	RATE	VALUE	DISC.	APPRAISED VALUE	PLUMBING	-		
										TOTAL ADJTS	+901	2928	
										OTHER	-236	250	6766
										TOTAL	7500	18,929	
										GRADE	C-5	C-5	
										GRADE DIFFER.		75	
										SCHED. VALUE	7110	17,983	
										INDIVID. DEPR.	-	-	
										ADJUSTED DEPR.	734	344	
										APPRAISED VALUE	7500	11,870	

LEE COUNTY, FLORIDA

1 19 46 24 02 C.033
 MAP NO. SEC. TWP. RGE. AREA PARCEL NUMBER

DATE OF SALE	AMOUNT	BK. & PG. NO.	OWNER'S NAME	ADDRESS	DESCRIPTION
			KOGH, PAULINE FT. MYERS BEACH, FLA. 28117	145 SCHOOL RD.	WINKLERS SUBD. BLK C PB 8 PG 45 LOTS 33, 34
03/1/78	00456.972		Mulloy, Edward J. & Ida	145 School St FT. MYERS BEACH FLA 33931	
			19-46-24-02-0000C.0330		
			MULLOY EDWARD J + IDA 2160 SAN CARLOS BLVD FT. MYERS BEACH, FLA. 33931		
			BATCH 00009 03/31/77		

FACTOR	1970	1971	1972	1973	1974	1977	1978
YEAR	1970	1971	1972	1973	1974	1977	1978
LAND	1330	1330	1330	5630	5630	5630	7500
QUOTES	13340	16780	16780	27560	33500	33500	33500
TOTAL	13340	15270	16780	22410	35190	39130	41000

RESOLUTION Z-72-18

The following resolution was offered by Commissioner Jim Sweeney, and seconded by Commissioner Kenneth Daniels, and upon poll of the members present the vote was as follows:

Julian Hudson	Aye
Walter Shirey	Aye
Jim Sweeney	Aye
Kenneth Daniels	Aye
Bruce Scott	Aye

WHEREAS, Edward & Ida Mulloy have requested a variance in an RU-2 zone, for an apartment under duplex for personal home use.

Lots 33 and 34, Block C, Winkler Subdivision, Plat Book 8, Page 45, Section 19, Township 46S, Range 24 East.

WHEREAS, a Public Hearing of the Lee County Zoning Board was advertised and held, as required by law, and after hearing all interested parties and considering adjacent areas, the Zoning Board recommended that the petition be approved for a Variance in an RU-2 zone to allow an apartment under a duplex.

WHEREAS, this Board after reviewing the records and recommendations of the Zoning Board and having given an opportunity for all interested persons to be heard after being duly sworn according to law, and upon due and proper consideration having been given to this matter does hereby uphold the findings of the Zoning Board.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lee County, Florida, that the decision of the Zoning Board to approve a Variance in an RU-2 zone to allow an apartment under a duplex, be upheld, and said property is zoned accordingly.

PASSED AND ADOPTED this 1st. Day of February, 1972.

Record December 27, 1971

71-12-8



Town of Fort Myers Beach

Alan Mandel
Mayor

Joe Kosinski
Vice Mayor

Dan Andre
Council Member

Jo List
Council Member

Bob Raymond
Council Member

April 25, 2013

George W. Ganim
4666 Main Street
Bridgeport, Connecticut 06606

RE: 147 School Street

Dear Mr. Ganim,

In response to your request for a Zoning Verification Letter submitted April 10, 2013, be advised that the property located at address **147 School Street**, legally described as Lots 29 through 34, Block C, of that subdivision known as Winkler's Subdivision, as recorded in the Public Records of Lee County, Florida in Plat Book 8, Page 45, (hereinafter "subject property") is zoned RC (Residential Conservation) according to the Official Zoning Map of the Town of Fort Myers Beach. The subject properties are located within the Boulevard category on the Future Land Use Map (FLUM) in the Fort Myers Beach Comprehensive Plan. Lots 33 and 34 of the property were granted a variance in 1972 by Lee County, in Resolution Z-72-18 (attached), to allow an apartment under a duplex.

Please note that the Fort Myers Beach Land Development Code and Comprehensive Plan are available online at www.fortmyersbeachfl.gov/index.aspx?NID=180 for your reference. Paper copies of both documents are also available at Town Hall for a fee.

As stated above, the subject property is located within the RC zoning district (*See Figure A*). The Town of Fort Myers Beach Land Development Code (LDC) defines the RC zoning district, in Section 34-642, and describes its purpose as to "designate suitable locations for motels, resorts, and related services." The RC district has 'limited' land uses in the Residential and Lodging categories, and 'Restricted' land uses in the Office, Marine and Civic use categories. For a complete and comprehensive list of allowable uses see LDC Table 34-1.

Table 34-3 of the LDC lists the following property development dimensions for the RC district:

SETBACKS

Street	25'
Side	7.5'
Rear	20'
Water body	25'

Maximum Height	25' (as measured from Base Flood Elevation)
Maximum # of Stories	3 (includes ground level for parking/storage)
Minimum Lot Width	45'
Minimum Lot Depth	80'
Minimum Lot Area	4,000 square feet
Maximum Building Coverage	40%

The subject property consists of six platted lots, each approximately 25 feet in width and 150 feet in depth. These lots are not large enough to be developed individually, but they could be developed in three pairs of two lots. The three pairs would be 50 feet by 150 feet in size, and could be deemed lots of record, therefore the requirements of LDC Sec. 34-3273 shall apply. A residential building may be placed on a single nonconforming lot provided the lot has at least 40 feet in width, 75 feet in depth, and 4,000 square feet in area. Street and waterbody setbacks for the zoning district (as listed above) remain in effect, but side setbacks are 10% of the lot width or 5 feet, whichever is greater. Rear setbacks shall be 25% of lot depth, or 20 feet, whichever is smaller.

The Boulevard future land use category (*see Figure B*) is defined in the Town of Fort Myers Beach Comprehensive Plan as a mixed-use district along portions of Estero Boulevard, including less intense commercial areas, 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 the Comprehensive Plan and meet the design concepts of the plan and the LDC.

The statements contained herein are provided for your convenience and only verify information that could be discovered by an average citizen consulting publicly available documents and/or documents you have provided. This zoning verification letter is not an interpretation of the Fort Myers Beach Land Development Code or the Fort Myers Beach Comprehensive Plan, and is not a development order, development permit, or action by the Town of Fort Myers Beach. If you require action by the Town of Fort Myers Beach, apply for a development permit, administrative action, or public hearing as provided in the Fort Myers Beach Land Development Code.

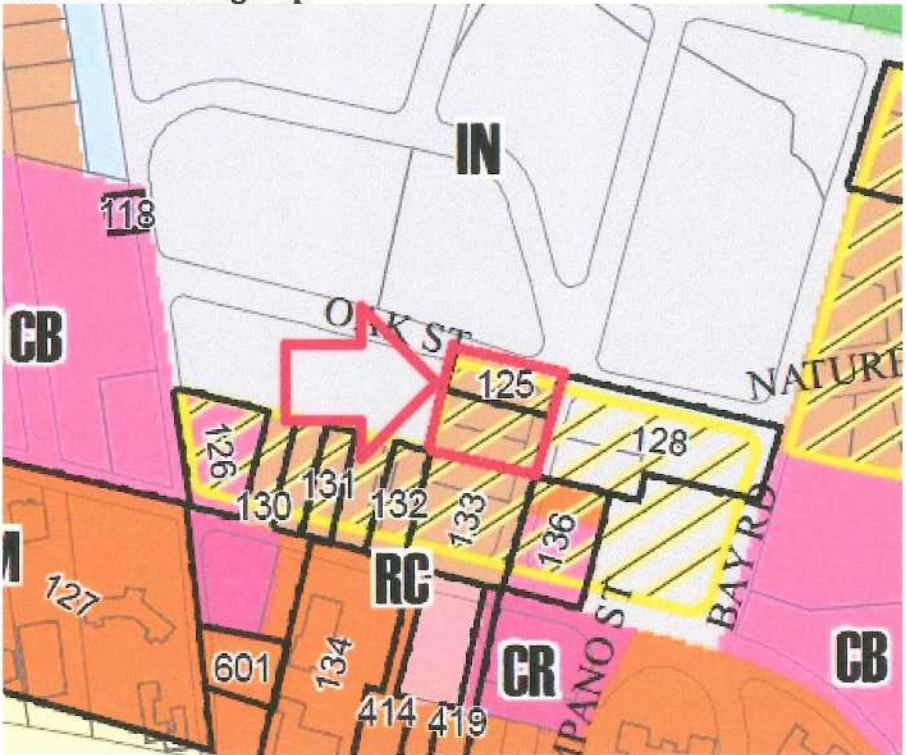
Please be aware that the information provided herein is based on current regulations and can be subject to change with enactment or amendment of ordinances. If you have any further questions, please contact our office.

Sincerely,



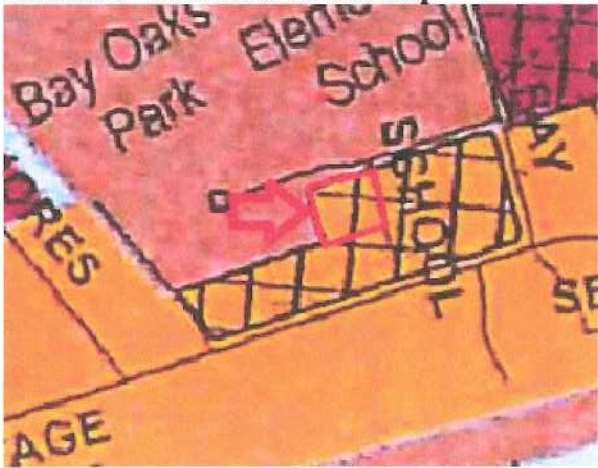
Josh Overmyer, CFM
Planning Coordinator
Department of Community Development
Town of Fort Myers Beach

Exhibit A – Zoning Map



Brown indicates RC (Residential Conservation) and the yellow cross-hatching signifies the Platted Overlay from the Comprehensive Plan

Exhibit B – Future Land Use Map



Town of Fort Myers Beach

Legend	
City Limits	Mixed Residential
Platted Overlay	Pedestrian Commercial
Boulevard	Recreation
Low Density	Tidal Water
Marina	Wetlands

RESOLUTION Z-72-18

The following resolution was offered by Commissioner Jim Sweeney, and seconded by Commissioner Kenneth Daniels, and upon poll of the members present the vote was as follows:

Julian Hudson	Aye
Walter Shirey	Aye
Jim Sweeney	Aye
Kenneth Daniels	Aye
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WHEREAS, Edward & Ida Mulloy have requested a variance in an RU-2 zone, for an apartment under duplex for personal home use.

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WHEREAS, a Public Hearing of the Lee County Zoning Board was advertised and held, as required by law, and after hearing all interested parties and considering adjacent areas, the Zoning Board recommended that the petition be approved for a Variance in an RU-2 zone to allow an apartment under a duplex.

WHEREAS, this Board after reviewing the records and recommendations of the Zoning Board and having given an opportunity for all interested persons to be heard after being duly sworn according to law, and upon due and proper consideration having been given to this matter does hereby uphold the findings of the Zoning Board.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Lee County, Florida, that the decision of the Zoning Board to approve a Variance in an RU-2 zone to allow an apartment under a duplex, be upheld, and said property is zoned accordingly.

PASSED AND ADOPTED this 1st. Day of February, 1972.

Heard December 27, 1971

71-12-8

Exhibit F. Before and After Renovations Pictures







Town of Fort Myers Beach

CODE COMPLIANCE

2523 Estero Blvd Fort Myers Beach, Florida 33931
Phone: (239) 765-0202 Fax: (239) 765-0591

8/27/2015

**MYERSIDE LLC
PO BOX 232
FORT MYERS BEACH FL 33932**

CASE NUMBER: **CE15-0344**

Certified Mail: **7014 2870 0000 6232 3724**

SITE ADDRESS: **131-151 SCHOOL ST**
PARCEL STRAP NO: **194624W30020C0290**

NOTICE OF VIOLATION

YOU ARE HEREBY NOTIFIED that an inspection of the above-referenced property on **8/26/15** by Town of Fort Myers Beach Code Enforcement Officer **MOLLY JACOBS** indicates that the following items are a violation:

- ***Units are being marketed as available for daily rental.***
- ***Pool barrier fence has been installed; however the permit, number FNC15-0006, is still under review.***
- ***Units have been remodeled; however the remodel permit, number BLD14-0017, is still under review.***
- ***A change of use for buildings located on 131 thru 151 School Street.***

These items are a violation of the following Town Codes:

Town of Fort Myers Beach Land Development Code

- ***This property is zoned RC (Residential Conservation) which is a Limited use, allowing rental of any permitted dwelling unit to a single family for periods of one week or longer (see Sec. 34-2391-2410 for rules)***
- ***Sec. 6-111 Adoptions; amendments, adopting the Florida Building Code as amended. Florida Building Code section:
105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any required impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.***



Town of Fort Myers Beach

CODE COMPLIANCE

2523 Estero Blvd Fort Myers Beach, Florida 33931
Phone: (239) 765-0202 Fax: (239) 765-0591

You are hereby directed to abate or remedy these violations on or before **9/15/15**.

The violation(s) can be abated or corrected by taking the following actions:

- ***Dwelling units may not be rented less than a week***
- ***Obtain a USE permit and pass all subsequent inspections***
- ***Obtain a fence permit and pass all subsequent inspections***
- ***Obtain a remodel permit and pass all subsequent inspections***

ONCE YOU HAVE ABATED OR CORRECTED THE VIOLATIONS, IT IS YOUR OBLIGATION TO NOTIFY CODE ENFORCEMENT SO THAT THE PROPERTY CAN BE INSPECTED BY A CODE OFFICER TO VERIFY THAT THE VIOLATION(S) HAVE BEEN ABATED OR CORRECTED ON OR BEFORE THE ABOVE-SPECIFIED COMPLIANCE DATE.

If you fail to correct the violation(s) by the date specified above, or if the violation(s) is (are) abated and reoccur(s), the case may be scheduled for hearing before the Town of Fort Myers Beach Special Magistrate. The Code Enforcement Division may, in their discretion, schedule the case for a hearing and seek a finding of a violation by the Special Magistrate even if you have corrected the violation prior to the time set for the hearing.

You will be provided with a Notice of Hearing specifying the date, time and location of the hearing if one is scheduled. Please be aware that under Florida Statutes, Chapter 162 and Town of Fort Myers Beach Land Development Code, Section 2-427(b), a fine of up to \$250.00 per day for the first violation or \$500.00 per day for a repeat violation may be imposed for each day the violation continues to exist past the date set for compliance by the Special Magistrate. If the Special Magistrate finds that a violation is irreparable or irreversible in nature, a fine of up to \$5,000.00 per violation may be imposed. The Special Magistrate may also assess the costs of prosecution of the case against you and you may be required to pay those fees, even if the violation has been corrected prior to the hearing.

Please contact the Town of Fort Myers Beach Code Enforcement Division at (239) 765-0202 if you have any questions concerning this Notice of Violation.

Respectfully,

MOLLY JACOBS
Code Enforcement Officer
Town of Fort Myers Beach



Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

APPLICATION for PUBLIC HEARING

This is a two part application. Please be sure to fill out this form, which requires general information, as well as the Supplemental Form application specific to action requested for the subject property. Please submit *one ORIGINAL paper copy, eleven (11) copies and one digital/electronic copy* of all required applications, supplemental information, exhibits and documents. Please do not print and copy the instructions at the end of the application.

PROJECT NUMBER: SE22015-0006 DATE: 11/24/15

Site Address: 145 School ST- FT. MYERS BEACH 33931

STRAP Number: 1A-46-24W30020C0290

Applicant: Roland Weinmann (Myerside) Phone: 239-765-0297

Contact Name: Roland Weinmann Phone: 239-314-8009

Email: roland@myerside.com Fax: _____

Current Zoning District: RC

Future Land Use Map (FLUM) Category: Boulevard

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

ACTION REQUESTED

- ☒ Special Exception
- ☐ Variance
- ☐ Conventional Rezoning
- ☐ Planned Development ☐ Commercial ☐ Residential
- ☐ Master Concept Plan Extension
- ☐ Appeal of Administrative Action
- ☐ Vacation of Platted Right-of-way and Easement
- ☐ Other - cite LDC Section: _____

SUPPLEMENTAL FORM REQUIRED

- PH-A
- PH-B
- PH-C
- PH-D
- PH-E
- PH-F
- PH-G
- attach on separate sheet

FIELDBOOK 203 PAGE 40 DATE 1/7/14		SECTION 19 ,TWP 46 S,RGE 24 E	
NORTH ARROW 4	FOUNDATION LOCATION	FIELDBOOK	PAGE
LEGAL DESCRIPTION (AS PROVIDED BY CLIENT) This is a boundary survey of the following : Lots 29 through 34, Block C, Winkler Subdivision as recorded in Plat Book 8, Page 45 of the Public Records of Lee County, Florida. The property address is 131, 145, 147 & 151 School St. per County Records.		LEGEND ■ SET CONC. MON. WCAP I.D.# 3553 ○ SET IRON PIN WCAP I.D.# 3553 □ FD. CONC. MON. WCAP □ FD. CONC. MON. ○ FD. IRON PIN ○ ASSUMED ELEVATION △ BENCHMARK R RECORDED M MEASURED CONT REVERSE SIDE FINAL SURVEY DATE	
SCALE 1"= 30'			
NOTES - REPRODUCTION OF THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. - NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN. - NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED. - BEARINGS SHOWN HEREON ARE BASED ON <u>Angles are field measured</u> - THIS PROPERTY LIES IN FLOOD ZONE AE EL 12 & 13 NAVD88 PER F.I.R.M. PANEL NO. 12071C0554F DATED 8/28/2008 - LAST DATE OF FIELDWORK 1/7/14 - ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. CERTIFICATE I hereby certify that the above described property was surveyed under my direction and the sketch of survey is true and correct to the best of my knowledge. This survey meets or exceeds the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Rule 61G17-6 Florida Administrative Code, and pursuant to Section 472.027 Florida Statutes. There are no visible encroachments other than those shown hereon. P.L.S. MARK O. ALLEN P.L.S. #3553 LB #6558			
MARK O. ALLEN, INC. PROFESSIONAL LAND SURVEYOR			
FAX: (239) 992-6070 TELE: (239) 992-8900		10602 WOODS CIRCLE BONITA SPRINGS, FL 34135	
DWN. BY MG	CHKD BY	ORDERED BY Beverly Milligan	SHEET 1 OF 1 DWG. NO. 2014-3

PART I - General Information

A. Applicant*: Roland Weinmann Phone: 239-314-8009

**Applicant must submit a statement under oath that he/she is the authorized representative of the property owner.*

Please see PART III to complete the appropriate Affidavit form for the type of applicant.

Applicant Mailing Address: 145 School ST. FT. MYERS BEACH FL. 33931

Email: roland@myerside.com Fax: _____

Contact Name: Roland Weinmann Phone: 239-314-8009

B. Relationship of Applicant to subject property:

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

**Applicant must submit a statement under oath that he/she is the authorized representative of the property owner.*

Please see PART III to complete the appropriate Affidavit form for the type of applicant.

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

Name: Roland Weinmann Phone: 239-314-8009

Address: 145 School ST. Ft. Myers Beach 33931

Email: roland@myerside.com Fax: _____

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

Name: Beverley Milligan Phone: 239-529-8785

Address: 145 School St. Ft. Myers Beach 33931

Email: bev@myerside.com Fax: _____

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

- ☒ Special Exception
- ☐ Variance from LDC Section _____ - _____
- ☐ Conventional Rezoning from _____ to _____
- ☐ Planned Development
- ☐ Rezoning from _____ to ☐ Commercial PD ☐ Residential PD
- ☐ Amendment. List the project number: _____
- ☐ Extension/reinstatement of Master Concept Plan. List project number: _____
- ☐ Appeal of Administrative Action
- ☐ Vacation ☐ Right-of-Way ☐ Easement
- ☐ Other. Please Explain: _____
- _____
- _____

PART III – Waivers

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

Code Section: _____ Description: _____

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV – Property Ownership

- ☐ Single Owner (individual or husband and wife)
- Name: _____ Phone: _____
- Mailing Address: _____
- Email: _____ Fax: _____

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

- ☐ Complete Disclosure of Interest Form (see below)
- ☐ Attach list of property owners as Exhibit 4-1
- ☐ Attach map showing property owners interests as Exhibit 4-2 (for multiple parcels)
- ☐ For condominiums and timeshares see Explanatory Notes Part IV (Page 11)

DISCLOSURE OF OWNERSHIP INTEREST

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

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

Name and Address	Percentage Ownership

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

Name, Address and Office	Percentage of Stock
<u>Roland Weimann</u>	
<u>145 School ST. Ft. Myers Beach 33931</u>	<u>51 %</u>
<u>3333</u>	
<u>Beverley Mulligan</u>	
<u>145 School ST. Ft. Myers Beach 33931</u>	<u>49 %</u>

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

Name and Address	Percentage of Interest

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

Name and Address	Percentage of Ownership

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

Name, Address and Office	Percentage of Stock

Date of Contract: _____

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

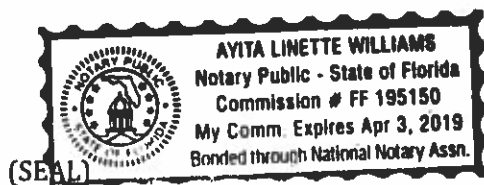
The above is a full disclosure of all parties of interest in this application, to the best of my knowledge and belief.


Signature

Roland Weinmann
Printed Name

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was sworn to (or affirmed) and subscribed before me on 11-24-15 (date) by Roland Weinmann (name of person providing oath or affirmation), who is personally known to me or who has produced personally known (type of identification) as identification.




Signature

Ayta Linette Williams
Printed Name

PART V - Property Information

A. Legal Description:

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

Property Address: 131-151 School ST. FT. MYERS BEACH 33931

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee County? ☐ No. Attach a legible copy of the legal description as Exhibit 5-1.

☒ Yes. Property identified in subdivision: Winklers

Book: 8 Page: 45 Unit: _____ Block: C Lot(s): 2A-34

B. Boundary Survey:

☐ Attach a Boundary Survey of the property meeting the minimum standards of Chapter 61G17-6 of the Florida Administrative Code. A Boundary Survey must bear the raised seal and original signature of a Professional Surveyor and Mapper licensed to practice Surveying and Mapping by the State of Florida. Attach and label as Exhibit 5-2.

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 150 feet

Depth (please provide an average width if irregular in shape) 150 feet

Frontage on street: 300 feet. Frontage on waterbody: 0 feet

Total land area: 21,778.00 ☐ acres ☒ square feet

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

School ST. connects with Estero Blvd. approx. 1 mile south of Big Carlos Pass Bridge. Across from Town Library

☒ Attach Area Location Map as Exhibit 5-3

E. Property Restrictions (check applicable):

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

☐ A list of deed restrictions and/or covenants affecting the subject property is attached as Exhibit 5-4.

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

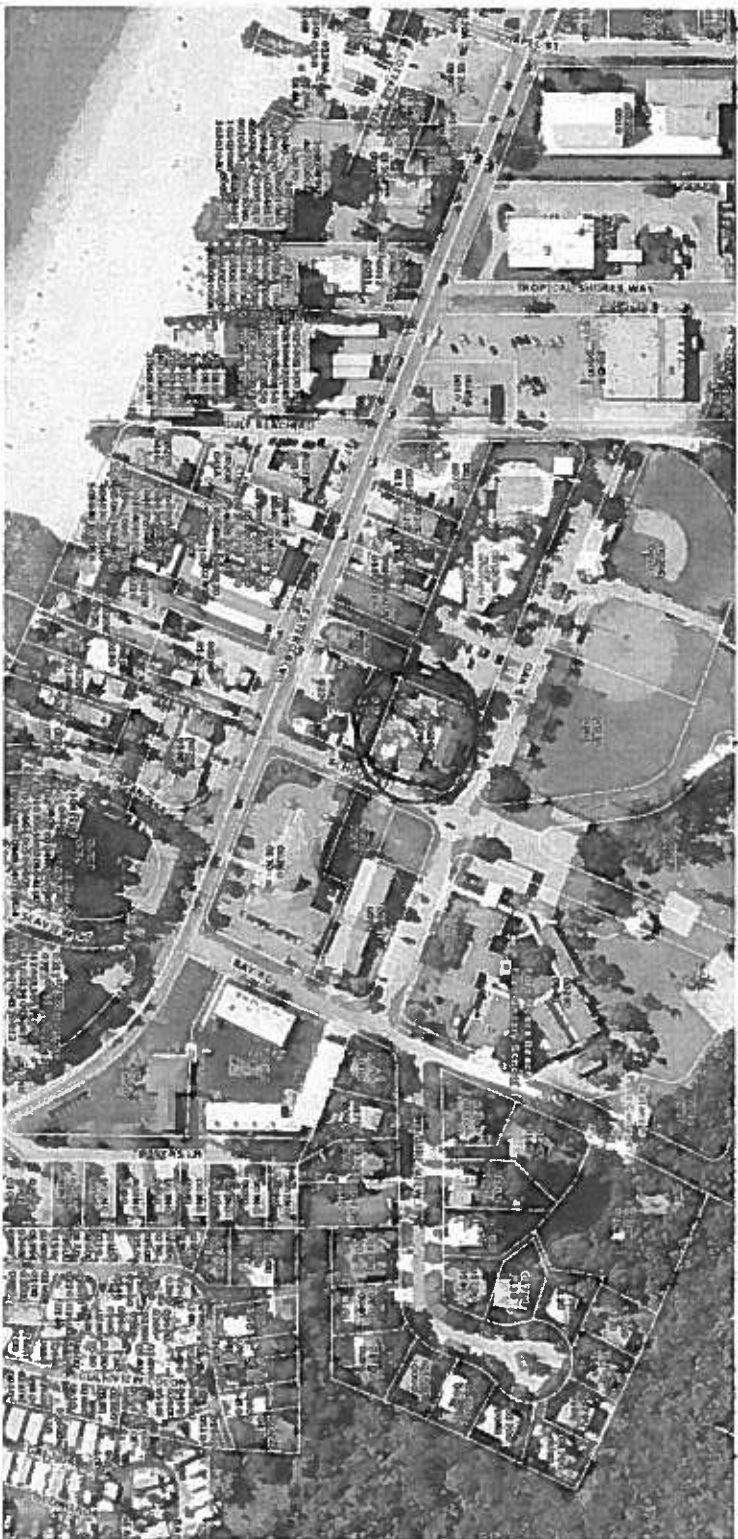


Exhibit S-3

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

- ☒ Attach a list of surrounding property owners within 500 feet as Exhibit 5-6.
- ☒ Attach a map showing the surrounding property owners as Exhibit 5-7.
- ☒ Provide Staff with two (2) sets of surrounding property owner mailing labels.

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

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

H. Zoning (see official Zoning Map):

- | | |
|---|--|
| ☐ RS (Residential Single-family) | ☐ CF (Community Facilities) |
| ☒ RC (Residential Conservation) | ☐ IN (Institutional) |
| ☐ RM (Residential Multifamily) | ☐ BB (Bay Beach) |
| ☐ RPD (Residential Planned Development) | ☐ EC (Environmentally Critical) |
| ☐ CM (Commercial Marine) | ☐ DOWNTOWN |
| ☐ CO (Commercial Office) | ☐ SANTOS |
| ☐ CB (Commercial Boulevard) | ☐ VILLAGE |
| ☐ CR (Commercial Resort) | ☐ SANTINI |
| ☐ CPD (Commercial Planned Development) | |

PART VII

AFFIDAVIT

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

I, Roland Weinmann (name), as Owner (title) of MYERSIDE LLC (company), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

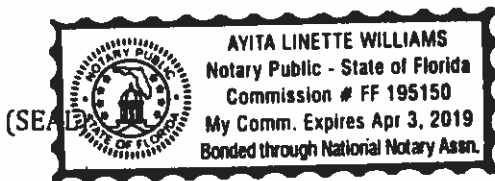
Myerside LLC
Name of Entity (corporation, partnership, LLP, LLC, etc)

[Signature] President
Signature Title

Roland Weinmann Nov. 24 2015
Typed or Printed Name Date

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was sworn to (or affirmed) and subscribed before me on Nov. 24, 2015 (date) by Roland Weinmann (name of person providing oath or affirmation), who is personally known to me ~~or who has produced~~ personally known (type of identification) as identification.



Ayta Linette Williams
Signature

Ayta Linette Williams
Printed Name

10/12/2012

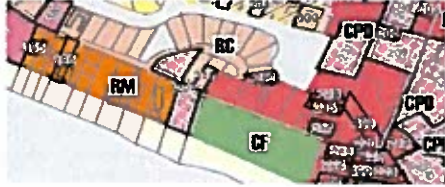
Town of Fort Myers Beach
2523 Estero Blvd Fort Myers Beach, Florida 33931
Phone: 239-765-0202 Fax: 239-765-0591

Page 10 of 13

Case # _____
Planner _____

Date Received _____
Date of Sufficiency/Completeness _____

Town of Fort Myers Beach
Department of Community Development



Zoning Division

Supplement PH-A

**Additional Required Information for a
Special Exception Application**

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

Project Name:	Myerside
Authorized Applicant:	Roland Weinmann
LeePA STRAP Number(s):	1A-46-24W 3002 OC 0290

Current Property Status:	
Current Zoning:	RC
Future Land Use Map (FLUM) Category:	Boulevard
Platted Overlay?	☒ yes ☐ no
FLUM Density Range:	10 du./acre

Requested Action:

☐	Use of premises in the EC (Environmentally Critical) zoning district for:
☒	Use of premises in the <u>RC</u> zoning district for:
Bed and Breakfast	

PART I Narrative Statements

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

Bed and Breakfast

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

The property qualifies for a Special Exception because:	
A: There is precedent for this type of exemption on Ft. Myers Beach	
B: The property is zoned for weekly rentals, which is well suited for a bed and breakfast	
C: The property Location, size and Layout is well suited to B+B. - Everything is aimed to the center	
D: We would continue to enrich the natural environment, adding to the 100+ native plants we have already planted.	

Granting the requested Special Exception could impact surrounding properties as follows:

There would be no negative impact on surrounding properties. The property currently has weekly zone, rentals for vacationers, so there is no increase in volume for its 7 units as far as vehicle traffic is concerned. The immediate businesses may see positive increased flow. This exemption would be another step forward in taking this property from a run down, unsafe complex across from an elementary school, to a safe, attractive vacation destination on Ft. Myers Beach.

PART 2

Submittal Requirements

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

Required Items

- Public Hearing Request Form
- Supplemental form PH-A
- Site Plan (to scale) including the current use of all existing structures on the site, and those on adjacent properties within 100 feet of the perimeter; all proposed structures and uses for the site; and any proposed fencing and screening.

For New Communication Towers:

- a. Lee County Application for Communication Tower
- b. Shared-Use Plan Agreement

For Consumption of Alcoholic Beverages (COP) license approval:

- a. Notarized authorization from the Property Owner to apply for permit
- b. A statement indicating the type of establishment, the type of state license to be acquired, and the planned hours of operation. Also indicate if the request includes outdoor seating areas and indicate the seating areas and capacity on the site plan.
- c. A map showing the locations of other properties within 500 feet of the request where consumption-on-premises uses are already in operation.
- d. The site plan must include the public entrances and exits to the building, the floor area and proposed seating capacity, and floor area and seating capacity of any areas within the building subdivided between restaurant and bar/lounge areas. The site plan should also indicate the parking area, including the spacing and the locations of entrances and exits.

For transit terminals:

The site plan must indicate the location of the bus stalls; commuter parking areas, if provided; taxi waiting stalls; circulation pattern for buses including the entrances and exits; and the location of any building(s) housing the terminal and waiting areas.

For use of the EC zoning district:

- a. If the location of the request is in the portion of the EC zoning district between Estero Boulevard and the Gulf of Mexico, provide a survey meeting the requirements of Chapter 62B-33.0081 of the Florida Administrative Code, also including the precise location of the (1978) Coastal Construction Setback Line for Estero Island recorded in Plat Book 33, Page 3, of the Official Records of Lee County, Florida.
- b. The site plan must indicate the precise location of the request on the subject property and any related details of the existing conditions or planned improvements to the subject property. For areas in the EC zoning district between Estero Boulevard and the Gulf of Mexico, the precise location of the request in relation to the (1978) Coastal Construction Setback Line must be shown on the site plan.

Guide to Filing Supplement PH-A for Special Exceptions

Case Number will be inserted by Community Development staff.

Project Name must be the same as the name used on the Request for Public Hearing form.

Authorized Applicant must be the same as on the Request for Public Hearing form.

STRAP numbers must be the same as on the Request for Public Hearing form.

Current status of property must be the same as on the Request for Public Hearing form.

Requested Action: Indicate the nature of the request and include the current zoning of the property.

Part 1 Narrative Statements:

“Request for...”

Indicate the nature of the request that requires a special exception, and explain why it requires a special exception. Describe the relationship of the requested use to any existing use(s) of the property, if applicable.

“The property qualifies for a special exception because...”

Explain why the request and the subject property qualify for a special exception. Address the standards for decision-making for special exceptions that are provided in the Land Development Code, as follows:

- Whether there exist changed or changing conditions which make approval of the request appropriate.
- Whether the request is consistent with the goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan.
- Whether the request meets or exceeds all performance and locational standards for the proposed use.
- Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.

- Whether the request will be compatible with existing or planned uses and not cause damage, hazard, nuisance, or other detriment to persons or property.
- Whether a requested use will be in compliance with the applicable general zoning provisions and supplemental regulations set forth in Chapter 34 of the Land Development Code.

"Granting the requested special exception could impact surrounding properties as follows..."

Explain how this request, if granted for the subject property, could affect the surrounding properties and the existing or planned uses on those properties.

Part 2 Submittal Requirements

Public Hearing Application Form. Applications for special exception consist of the Public Hearing form and the supplemental form PH-A. Both parts of the application form must be completed and submitted.

Site Plan. The site plan should be to scale and should indicate the location of the request on the property. Existing buildings and other improvements (such as swimming pools, fences, decks, or parking lots) should also be shown on the site plan. The site plan should also indicate the existing uses on adjacent properties. Also include any additional relevant detail related to the specific request.

Exhibit I. LCSO 2014-2015 Incidents Report



Lee County Sheriff's Office

Incidents By Location

Search for **certain closed** incidents reported to the Lee County Sheriff's Office for the **past 2 1/2 years**.

The text you enter to be searched for must be a **street address**. Do not include city or state. If you specify an exact address (number, street name, street type), it will return incidents for **only** that exact spelling/address. If you type part of the address it will return incidents where that sequence of letters appears as **part** of the address, therefore returning more results.

Due to active investigations, incidents will be delayed 48 hours before appearing here.

Total: 294

<u>Occured Date</u>	<u>Incident Type</u>	<u>Address</u>	<u>City</u>	<u>Disposition</u>	<u>Incident Number</u>
2015-12-15 16:21:22	DISTURBANCE	5321 TICE ST; OAK HAMMOCK MIDDLE SCHOOL	FORT MYERS	ARREST/NTA	15-540076
2015-12-16 11:21:55	BURGLARY-BUSIN	18500 THREE OAKS PKY; THREE OAKS MIDDLE SCHOOL	FORT MYERS	REPORT TAKEN	15-541506
2015-12-19 13:47:56	RECOVER VEHICLE	12770 GATEWAY BLVD; GATEWAY CHARTER HIGH SCHOOL	FORT MYERS	REPORT TAKEN	15-547082
2014-03-18 08:37:22	DISTURBANCE	151 SCHOOL ST	FORT MYERS BEAC	REPORT TAKEN	14-105846
2014-04-27 15:25:13	DISTURBANCE	145 SCHOOL ST	FORT MYERS BEAC	CONDITION CORRECTED	14-166712
2014-05-06 22:51:41	DISTURBANCE	SCHOOL ST / ESTERO BLVD	FORT MYERS BEAC	HANDLED BY DEPUTY	14-181262
2014-12-08 19:56:38	DISTURBANCE	OAK ST & SCHOOL ST	FORT MYERS BEAC	CONDITION CORRECTED	14-498798
2015-02-27 18:02:46	INDECENT EXP	151 SCHOOL ST; BAY OAKS REC PARK	FORT MYERS BEAC	GONE ON ARRIVAL	15-086322
	DISTURBANCE				15-261634

2014-02-26 15:45:00			LEHIGH ACRES		
------------------------	--	--	-----------------	--	--

Florida law protects the identity of **victims** in sex crimes and child abuse cases. In accordance with Florida State Statute s. 119.071(2)(h)1. F.S., incidents related to sexual crimes or child abuse will **NOT** be published. Also note, incidents reported to area police departments or other agencies are not available on our website.



Lee County Sheriff's Office

Incidents By Location

Search for **certain closed** incidents reported to the Lee County Sheriff's Office for the **past 2 1/2 years**.

The text you enter to be searched for must be a **street address**. Do not include city or state. If you specify an exact address (number, street name, street type), it will return incidents for **only** that exact spelling/address. If you type part of the address it will return incidents where that sequence of letters appears as **part** of the address, therefore returning more results.

Due to active investigations, incidents will be delayed 48 hours before appearing here.

Total: 294

<u>Occured Date</u>	<u>Incident Type</u>	<u>Address</u>	<u>City</u>	<u>Disposition</u>	<u>Incident Number</u>
2015-07-21 20:28:17	DISTURBANCE	SCHOOL ST / ESTERO BLVD	FORT MYERS BEAC	CONDITION CORRECTED	15-304981
2015-07-22 14:27:16	ANIMAL	SCHOOL ST / ESTERO BLVD	FORT MYERS BEAC	HANDLED BY DEPUTY	15-306263
2015-08-29 15:00:00	RECOVER PROP	SCHOOL ST & ESTERO BLVD	FORT MYERS BEAC	REPORT TAKEN	15-367393
2014-01-07 11:51:03	HARASSMENT	151 SCHOOL ST, A	FT MYERS BEACH	CONDITION CORRECTED	14-008765
2014-02-06 03:00:11	STOLEN VEHICLE	151 SCHOOL ST, CTOR	FT MYERS BEACH	CRIME REPORT TAKEN	14-048469
2014-01-07 08:33:26	DISTURBANCE	200 SCHOOLSIDE DR	LEHIGH ACRES	TRESPASS WARNING ISSUED	14-008421
2014-02-22 03:11:03	DISTURBANCE	303 SCHOOLSIDE DR	LEHIGH ACRES	CONDITION CORRECTED	14-071319
2014-02-24 15:18:22	DISTURBANCE	200 SCHOOLSIDE CT; LEHIGH ELEMENTARY SCHOOL	LEHIGH ACRES	CANCELLED PER COMPLAINANT	14-074608
2014-02-26 08:59:13	DISTURBANCE	715 THOMAS SHERWIN AVE S ; EAST LEE COUNTY HIGH SCHOOL	LEHIGH ACRES	CONDITION CORRECTED	14-076962
	DISTURBANCE	304 SCHOOLSIDE DR		REPORT TAKEN	14-077666

2015-06-24 19:23:32		SCHOOL ST / OAK ST; BASEBALL FIELD	FORT MYERS BEAC	GONE ON ARRIVAL	
2015-06-24 19:41:15	DISTURBANCE	SCHOOL ST / ESTERO BLVD; BASEBALL FIELD	FORT MYERS BEAC	GONE ON ARRIVAL	15-261654

Florida law protects the identity of **victims** in sex crimes and child abuse cases. In accordance with Florida State Statute s. 119.071(2)(h)1. F.S., incidents related to sexual crimes or child abuse will **NOT** be published. Also note, incidents reported to area police departments or other agencies are not available on our website.

Exhibit J. Letter of Support

To: Town of Ft. Myers Beach
Attn.: Town Council &
Planning Commission

December 6, 2015

Re: Special Exception -131-151 School St.

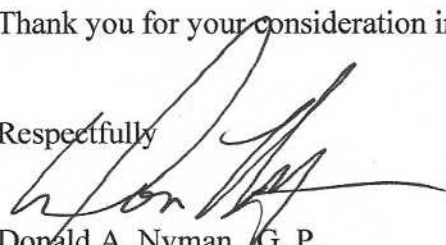
Dear Sirs;

I own the property immediately adjacent to 131-151 School St. I understand the owners of Myerside LLC have applied for a special exemption to have the subject property become a Bed & Breakfast. Over the last two years, I and my tenants have watched as Roland Weinmann and Beverley Milligan, the owners of Myerside LLC have worked to change the subject property from being a drug infested menace to the community to a respectable and beautiful property. Their efforts have rendered the property an asset to the community as opposed to being a liability to all, the neighborhood has become a safer place to live.

For the reasons stated above I believe it to be in the best interest of the community to Grant the exemption requested by Myerside. I strongly encourage all parties involved to vote in favor of the requested exemption.

Thank you for your consideration in this matter.

Respectfully



Donald A. Nyman, G. P.
Nyman Ltd. Partnership, Owner of
2661-6281 Estero Blvd & 125 School Street
Ft. Myers Beach, Fl

Mailing address : 1728 S.E. 40th Terrace
Cape Coral, Fl. 33904



**FORT MYERS BEACH
LOCAL PLANNING AGENCY (LPA)
MINUTES
Town Hall
2525 Estero Boulevard
Fort Myers Beach, Florida 33931
Tuesday, January 12, 2016**

I. CALL TO ORDER

Meeting was called to order at 9:00 a.m. by Chair Zuba. Members present: Bruce Butcher, Al Durrett, Suzanne Katt, Jane Plummer, Joanne Shamp, James Steele and Hank Zuba.

Town Attorney: Dawn Lehnert

Staff: Matt Noble and Megan Will.

II. PLEDGE OF ALLEGIANCE

III. INVOCATION

IV. MINUTES - November 17, 2015

Ms. Shamp reviewed unrecorded comments from the November 17, 2015 meeting. She verified that the correct number of current seasonal parking lots was two. Ms. Shamp did not recall the partial motion. Mr. Noble will clarify the cost of a permit.

Under the REORGANIZATION categories, add of the Local Planning Agency and Historic Preservation Board to distinguish between the two.

MOTION: Ms. Shamp moved to approve the minutes as amended, second by Mr. Steele.

VOTE: Motion approved; 7-0.

V. SEZ2015-0006

Obtain a special exception to operate a bed and breakfast inn on the subject property.

Town Attorney Lehnert swore in those providing testimony.

Chair Zuba requested ex parte communication. Mr. Butcher - site visit; Ms. Plummer - site visit; Mr. Durrett - site visit; Chair Zuba - site visit, he spoke to an employee (Gil) and he inspected one of the units; Ms. Shamp - site visit; Mr. Steele - site visit and Ms. Katt - site visit.

Ms. Will reviewed the request and she noted that staff found that it was consistent and supported many of the goals and objectives of the Comprehensive Plan. The applicant chose to restore the existing structures onsite rather than rebuild, they would physically revitalize a transitional neighborhood in the heart of the Island and the scale and design of the site fit with Goal 4 and it was very close to the beach and other amenities. She indicated that increasing commercial intensity on the site was a 0 sum game. There were currently seven legal rentals that could be rented on a weekly basis; as a Bed and Breakfast (BNB) it would have six legal weekly rentals because the owners would live in one of the units. The special exception request came as a result of operating without the correct use permit for a BNB. In order to have an office onsite, they had to be considered a BNB. In order to be considered a BNB, they had to request a commercial use permit.

Ms. Will reported that under special exception considerations, staff contended that improvements made to the property and neighborhood were evidence of changing conditions, which made the request appropriate. Staff found the request was compatible with the surrounding land uses, the closest adjacent single family home provided support for the request and the redevelopment renovation focused the activity inward, which provided a buffer from adjacent properties.

Ms. Will reviewed specific requirements BNBs were required to meet. Staff recommended approval with the conditions that all outdoor lighting would be fully shielded or use full cutoff fixtures to reduce glare and light trespass to adjacent properties and outdoor activities would be limited to the hours of 7 a.m. to 10 p.m. unless associated with a special event permit.

Ms. Plummer questioned why there was a limit (60 to 90 days) on how long guests were permitted to stay. Ms. Will responded that it was a Town regulation, but it could be changed. Ms. Plummer felt it was restrictive for a small business, especially in the summer.

Mr. Butcher questioned the difference between BNBs and hotels/motels. Ms. Will replied that Code differentiated between the two and hotels/motels were open to nightly rentals, unlike BNBs. Owners of BNBs were required to live onsite when guests were present.

Ms. Shamp questioned whether the school commented on the request. Ms. Will stated that she had not received comments. Ms. Plummer stated that Renee Malloy indicated that the school was pleased. Ms. Shamp questioned whether more buffering would be required to prevent a visual passage between the school and pool activity. Ms. Will remarked that the owner intended to increase the landscaping onsite. Ms. Shamp expressed concern regarding Consumption on Premises (COP) on the property. Ms. Will indicated that they would have the ability to request a COP in conjunction with special events under the RC zoning. Ms. Shamp questioned whether there was a way to limit the kind of special events in order to limit the impact to the school and the park. Ms. Will noted that staff recommended restrictions on outdoor activities.

Chair Zuba questioned whether there were pending code violations. Ms. Will replied that there was an outstanding code case on the property in relation to obtaining a permit for the fence, which had been obtained and was final. Some of the remodeling activities were pending completion. The CO had been issued for all units in the complex. If the special exception was approved, they would be allowed to make an application for the commercial use permit. Once the application was submitted and staff reviewed it, inspections by the fire department, code inspection and building inspection would have to be passed.

Roland Weinmann and Beverly Milligan thanked staff for the fantastic job they did. Ms. Milligan stated that it was a labor of love. Town Attorney Lehnert clarified that the approval was conditional on the site plan of six units and one residential unit. She suggested adding a condition to limit the number of units on the site in accordance to the site plan. Ms. Plummer was not in favor of adding the condition to limit expansion. Ms. Will clarified that there were seven legal units on the property. She reviewed the platted overlay for existing units, which allowed ten units per acre. The current zoning would allow seven units and the applicant requested the SEZ for seven units.

Mr. Butcher questioned whether the Mango Inn offered weekly or nightly rentals. Ms. Will thought they had a three night minimal rental; however, they were zoned RM. Mr. Butcher questioned whether the applicants intended to stay there year round. Ms. Milligan responded that they would be onsite when they had guests and if they couldn't be there, someone else would.

Ms. Shamp remarked that the applicants made a stunning transformation of the property. She questioned whether they would increase the landscaping along the fence facing the school. Ms. Milligan replied that they were working on it and landscaping was being planted on the inside of the fence. Ms. Shamp questioned whether they would object to conditioning special events and COP. Ms. Milligan responded that they would prefer not to have those conditions and that they would comply with the existing conditions. Their vision for the property was to market for reunions and they would like to do weddings. Ms. Katt thanked the applicants for improving the property. Chair Zuba agreed that it looked attractive and was an upgrade to the neighborhood. He questioned whether the 90 day limit influenced the applicants. Ms. Milligan stated that it would be nice to have flexibility.

Mr. Durrett questioned whether there was a way to renew a 90 day lease. Ms. Will replied that Code limited stays to 90 days at a time, but they could check-out and check back in. Ms. Shamp questioned whether there was something in the Code that prevented guests from bringing their own alcohol. Ms. Will stated that Code was silent on the topic.

MOTION: Ms. Shamp moved to approve SEZ2015-0006 with the conditions as stated with regard to lighting, outdoor activity hours and the addition of a third condition that approval was conditioned to the presented site plan of the existing seven units, which are six rental units and one residential unit; second by Ms. Plummer.

VOTE: Motion approved; 7-0.

VI. LPA MEMBER ITEMS AND REPORTS

Mr. Steele questioned Town Attorney Lehnert regarding whether LPA members could attend meetings concerning the proposed downtown project. Town Attorney Lehnert replied in the affirmative and she recommended keeping track of any meetings he attended. She reviewed Sunshine Laws.

Mr. Butcher questioned whether he could offer his opinion to anyone. Town Attorney Lehnert responded yes, but he might want to keep track of who he spoke to.

VII. LPA ATTORNEY ITEMS - no items.

VIII. COMMUNITY DEVELOPMENT ITEMS - no items.

IX. ITEMS FOR NEXT MONTH'S AGENDA - no items.

X. PUBLIC COMMENT

Anita Cereceda, Mayor, appreciated the work Mr. Weinmann and Ms. Milligan did on the property. She indicated that she would attend more meetings to better understand different points of view. She thanked the LPA in advance for the hard work they would be doing in the coming year.

Dean Kirkesner, owner of Rebel Water Sports, thanked the LPA for grandfathering in his business. He stated that he sent Ms. Will an email that would help the Town get rid of the riffraff. He indicated that Ms. Will went to Town Council and stated that the LPA's intent was to grandfather in the PWVL addresses only. He thought the LPA grandfathered the businesses, not the PWVL addresses. He requested that LPA tell staff, the Town Attorney and Council what their intent was when they grandfathered in businesses. Town Attorney Lehnert responded that a question was raised as to what they intended to grandfather. Some locations did not have a permit that was issued by the Town to substantiate the grandfathering. Staff redrafted the grandfathering provision to allow those property owners to substantiate the existence of their business, which required a tax certificate, business tax receipts, paid taxes on the furniture vending business and permission from the property owner on which the business was located. All of those requirements must be dated back prior to January 1, 2015.

Ms. Shamp clarified that her intent in the motion was to grandfather the business where they were currently operating. Ms. Plummer discussed the 10% side setback in relation to jet ski operators.

XI. ADJOURNMENT

MOTION: Mr. Steele moved to adjourn the meeting; second by Ms. Shamp.

VOTE: Motion approved; 7-0.

Meeting adjourned at 10:06 a.m.

Adopted _____ With/Without changes. Motion by _____

Vote: _____

- End of document

Handwritten signature and date "2-9-16".

RESOLUTION NUMBER 16-09

**RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF FORT MYERS BEACH FLORIDA
SEZ 2015-0006– Bed-and-Breakfast Inn
131-151 School Street**

WHEREAS, Myerside LLC, applicant and owner of the subject property, filed an application to obtain a special exception for a bed-and-breakfast inn in the Residential Conservation zoning district; and

WHEREAS, Applicant has indicated the STRAP number for the subject property is 29-46-24-W3-0020C.0290, and the subject property is legally described as indicated on attached Exhibit A; and

WHEREAS, the subject property is physically located at 131-151 School Street, Fort Myers Beach, Florida, and within the Boulevard future land use category; and

WHEREAS, a duly advertised public hearing was held before the Local Planning Agency (LPA) on January 12, 2016; and

WHEREAS, the LPA recommended approval subject to certain conditions after full and complete consideration to the Applicant's request, recommendations of Town staff, documents in the record, and the testimony of all interested persons, as required by Town Land Development Code (LDC) s. 34-84; and

WHEREAS, on March 7, 2016, the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by LDC s. 34-88; and

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

NOW THEREFORE, BE IT ORDAINED by the Town Council of the Town of Fort Myers Beach, Florida, as follows:

1. Determination.

Based upon the recommendations, testimony, and evidence presented by Town staff, LPA, and interested parties, Special Exception SEZ2015-0006 for a bed-and-breakfast inn, as depicted on attached Exhibit A is APPROVED, subject to the conditions set forth in this Resolution.

2. Conditions.

- a. All outdoor lighting on the site will be "fully shielded" or "Full cutoff" fixtures to reduce glare and light trespass onto adjacent properties.
- b. Outdoor activities will be limited to between the hours of 7 AM and 10 PM, unless associated with a special event permit issued by the Town of Fort Myers Beach.
- c. Approval is for a total of 7 units (6 rental units and one owner residence) consistent with the sit plan attached as Exhibit A.

3. Findings and Conclusions of Law.

In accordance with LDC s. 34-88, the Town Council finds as follows:

- a. There are changed or changing conditions that make approval of the special exception request appropriate.
- b. The request is consistent with the goals, objectives, policies and intent of the Fort Myers Beach Comprehensive Plan.
- c. The request meets or exceeds all performance and locational standards set forth for the proposed use.
- d. The request will have no negative effects on environmentally critical areas and natural resources.
- e. The request will be compatible with existing or planned uses and will not cause damage, hazard, nuisance, or other detriment to persons or property.
- f. The requested use will be in compliance with applicable general zoning provisions and supplemental regulations pertaining to the use set forth in the Land Development Code.

[Balance of page intentional left blank.]

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

Anita Cereceda, Mayor aye
Rexann Hosafros aye
Summer Stockton aye

Dan Andre, Vice Mayor aye
Alan Mandel aye

DULY PASSED AND ADOPTED this 7th day of March, 2016.

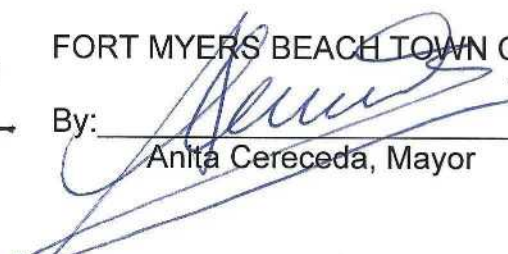
ATTEST:

By:


Michelle Mayher, Town Clerk

FORT MYERS BEACH TOWN COUNCIL

By:


Anita Cereceda, Mayor

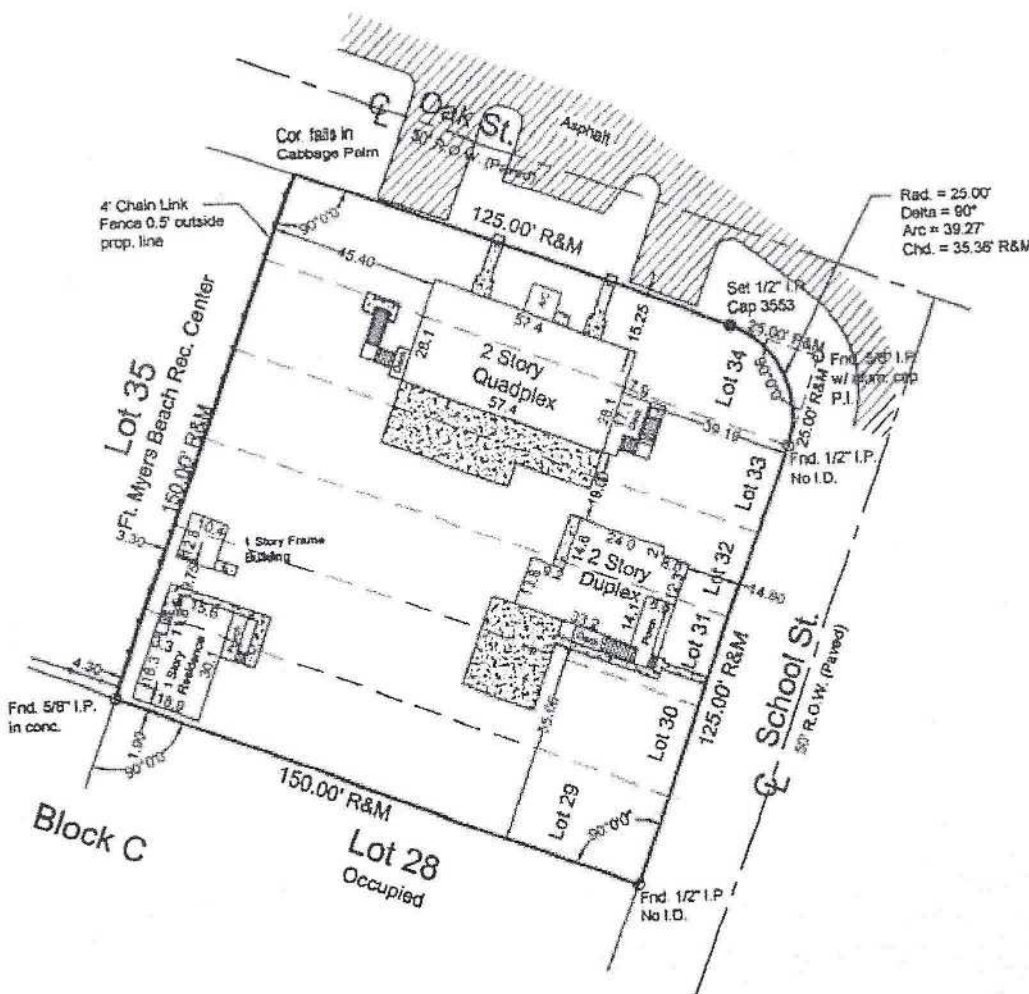
Approved as to legal sufficiency


Town Attorney

Exhibits

A: Legal Description and Site Plan (Survey prepared by Mark Allen attached to staff report)

FIELDBOOK 203 PAGE 40 DATE 1/7/14		SECTION 19 ,TWP 46 S,RGE 24 E	
NORTH ARROW 	FOUNDATION LOCATION	FIELDBOOK	PAGE
LEGAL DESCRIPTION (AS PROVIDED BY CLIENT) This is a boundary survey of the following : Lots 29 through 34, Block C, Winkler Subdivision as recorded in Plat Book 8, Page 45 of the Public Records of Lee County, Florida. The property address is 131, 145, 147 & 151 School St. per County Records.			
SCALE 1"= 30'		LEGEND SET CONC. MON. W/ CAP I.D. # 3553 SET IRON PIN W/ CAP I.D. # 3553 FD. CONC. MON. W/ CAP FD. CONC. MON. FD. IRON PIN ASSUMED ELEVATION BENCHMARK RECORDED MEASURED CONT REVERSE SIDE FINAL SURVEY DATE	



NOTES

1. REPRODUCTION OF THIS SKETCH IS NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR EXCEPT AS SHOWN.
3. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. BEARINGS SHOWN HEREON ARE BASED ON
Angles are field measured
5. THIS PROPERTY LIES IN FLOOD ZONE AE EL 12 & 13 NAVD88 PER F.I.R.M. PANEL NO. 12071C0554F DATED 8/28/2008
6. LAST DATE OF FIELDWORK 1/7/14
7. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

CERTIFICATE

I hereby certify that the above described property was surveyed under my direction and the sketch of survey is true and correct to the best of my knowledge. This survey meets or exceeds the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Rule 81G17-8 Florida Administrative Code, and pursuant to Section 472.027 Florida Statutes. There are no visible encroachments other than those shown hereon.

MARK O. ALLEN P.L.S. #3553
LB #8558

MARK O. ALLEN, INC. PROFESSIONAL LAND SURVEYOR		10602 WOODS CIRCLE BONITA SPRINGS, FL 34135
FAX: (239) 992-6070 TELE: (239) 992-8900	DWN. BY MG	CHK'D BY
ORDERED BY Beverly Milligan		SHEET 1 OF 1 DWG. NO. 2014-3

1. **Requested Motion:**

Meeting Date: March 1, 2021

The Florida Building Code has been modified. Changes to the Town's regulations are required for consistency and other licensing and regulatory issues. Chapter 6 Maintenance Codes, Building Codes, and Coastal Regulations of the Land Development Code Amendments

Open the public hearing and set the second reading and final hearing for March 16, 2021 at 9:00 AM

Why the action is necessary:

Changes in the Florida Building Code require updates to Chapter 6. Edits also include provisions and regulations whose purpose has been questioned in past LPA and Town Council discussions.

What the action accomplishes:

Updates Chapter 6 of the Land Development Code.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

5. **Background:**

The Town of Fort Myers Beach Land Development Code Chapter 6 Maintenance Codes, Building Codes, and Coastal Regulations includes regulations related to local amendments to the Florida Building Code and licensing requirements. This amendment primarily includes updates to the local building code provisions that are outdated by several Code versions and necessary with the most recent implementation of the 2020 Florida Building Code. The amendments are generally located within Section 6-1 thru 6-330.

Additional provisions being eliminated or modified were identified as unnecessary, duplicative, or not appropriate for this chapter of the Land Development Code. One example includes removing the Residential code provision that limits access to enclosed areas by one standard two-car garage door.

Attachments:

1. 21-01 Chapter 6 Amend-C2

2. Exhibit A -

Chapter_6___MAINTENANCE_CODES___BUILDING_CODES_AND_COASTAL_REGULATIONS_FINAL EDITS

Financial Impact:

6. **Alternative Action**

Recommend approval / approval with modifications / denial

7. **Management Recommendations:**

8. **Recommended Approval:**

Jason Green, Community Development Services

Created/Initiated - 2/22/2021

Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Approved - 2/24/2021
Approved - 2/24/2021
Approved - 2/24/2021
Final Approval - 2/24/2021

ORDINANCE NO. 21-01

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING CHAPTER 6 MAINTENANCE CODES, BUILDING CODES, AND COASTAL REGULATIONS OF THE LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; CODIFICATION; SCRIVENER'S ERRORS; CONFLICTS OF LAW AND PROVIDING 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 purpose, 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 Council desires to update the Fort Myers Beach Land Development Code to clarify, improve, and create consistency among sections regarding maintenance codes, building codes, and coastal regulations; and

WHEREAS, on January 12, 2021 the Local Planning Agency, after giving consideration to the staff recommendation, public testimony, and consistency with the Comprehensive Plan, recommended approval of the proposed amendments; and

WHEREAS, on March 1, 2021 the Town Council held a first reading of the proposed Ordinance, after giving consideration to the staff recommendation, public testimony, and consistency with Comprehensive Plan, recommended approval of the proposed amendments; and

WHEREAS, on March 16, 2021 the Town Council held a second reading of the proposed Ordinance.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:¹

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

Section 2. Chapter 6 of the Fort Myers Beach Land Development Code is amended as shown in "Exhibit A"

¹ Additions to existing text are shown by underline, changes to existing text on second reading are shown by double underline, and deletions are shown as ~~striketrough~~.

Section 3. The Town Council intends that the provisions of this ordinance be made a part of the Fort Myers beach Code of Ordinances, and that sections herein may be renumbered or re-lettered and the words or phrases herein may be changed to accomplish codification; regardless, typographical errors that do not affect intent may be corrected with notice to and authorization of the Town Manager without further process.

Section 4. Whenever the requirements or provisions of this ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive shall apply.

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

Section 6. This ordinance shall become effective 30 days from adoption by the Town Council.

The forgoing Ordinance was adopted by the Town Council upon a motion by _____ and seconded by _____, and upon being put on a roll call vote, the results was as follows:

Raymond P. Murphy, Mayor	_____
Rexann Hosafros, Vice Mayor	_____
Dan Allers, Council Member	_____
Jim Atterholt, Council Member	_____
Bill Veach, Council Member	_____

ADOPTED this ____ day of March, 2021 by the Town Council of the Town of Fort Myers Beach, Florida

TOWN OF FORT MYERS BEACH

Ray Murphy, 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:

John R. Herin, Jr., Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this ____ day of March, 2021

EXHIBIT "A"

Chapter 6 - MAINTENANCE CODES, BUILDING CODES AND COASTAL REGULATIONS

ARTICLE I. - PROPERTY MAINTENANCE CODES

DIVISION 1. - INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 6-1. - Adoption of International Property Maintenance Code.

Except as amended or modified in the sections below, the ~~2009~~ 2018 Edition of the International Property Maintenance Code, published by the International Code Council, is hereby adopted as the Town of Fort Myers Beach Property Maintenance Code and shall be the governing law with respect to all structures and premises in the Town of Fort Myers Beach. A complete copy of this code shall be maintained on file in the office of the town clerk.

Sec. 6-2. - Amendments.

The ~~2009~~ 2018 Edition of the International Property Maintenance Code is hereby amended as follows:

- (a) Wherever the term "*code official*" appears in the International Property Maintenance Code, that term shall be interpreted to mean the Director of the Department or Community Development or his or her designee. Wherever the term "*department*" appears in this code, it shall be interpreted to mean the Department of Community Development. Wherever the terms "*International Building Code*" or "*International Existing Building Code*" appear in this code, the term "Florida Building Code" shall be substituted for such terms.
- (b) *Section 101.1 Title*, is amended to read as follows:

These regulations shall be known as the ~~International~~ Property Maintenance Code of the Town of Fort Myers Beach, Florida, hereinafter referred to as "this code."
- (c) *Section 102.3 Application of other codes*, is amended to read as follows:

Repairs, additions or alterations to a structure, or changes of occupancy shall be done in accordance with the procedures and provisions of the Florida Building Code, as amended.
- (d) *Section 102.6 Historic Buildings*, is amended to read as follows:

The provisions of this code shall not be mandatory for existing buildings or structures formally or officially designated as historic buildings by either the federal government, the state, or the Town, provided such buildings or structures are judged by the Building Official to be safe and in the public interest of health, safety and welfare.
- (e) *Section 102.7 Referenced codes and standards*, is amended to read as follows:

The codes and standards referenced in this code shall be the Florida Building Code, the Florida Fire Prevention Code, the Life Safety Code and any other code or standard contained in Articles II, III and IV in Chapter 6 of the Land Development Code. Where there are differences between provisions of this code, the Florida Building Code and any other code or standard contained in Articles II, III and IV in Chapter 6 of the Land Development Code, the Florida Building Code, the Florida Fire Prevention Code, the Life Safety Code, and any other code or standard contained in Articles II, III, and IV in Chapter 6 of the Land Development Code shall prevail.
- (f) *Section 103 Department of Property Maintenance Inspection* is hereby deleted in its entirety.

(g) *Section 104.4 Right of Entry* is hereby deleted in its entirety.

(h) *Section 106.3 Prosecution of Violation*, is hereby amended to read as follows:

Any person who fails to comply with a notice of violation or order served in accordance with Section 107 shall be adjudicated in accordance with the provisions of Chapter 162 of the Florida Statutes or any other method allowed by Florida law, or as provided in the codes and ordinances of the Town of Fort Myers.

(i) *Section 107.2 Form*, is hereby amended to read as follows:

The notice prescribed in Section 107.1 shall comply with the requirements of F.S. ch. 162.

(j) *Section 107.3 Method of Service*, is hereby amended to read as follows:

All notices shall be deemed to have been properly served if the service requirements contained in F.S. ch. 162 have been met.

(k) *Section 107.5 Penalties*, is hereby amended to read as follows:

Penalties for noncompliance with orders and notices shall be as set forth in F.S. ch. 162, and the codes and ordinances of the Town of Fort Myers Beach.

(l) *Section 107.6 Transfer of Ownership*, is hereby amended to read as follows:

If the owner of property that is subject to an code enforcement proceeding before the special magistrate, or court transfers ownership of such property between the time the notice of violation was served and the time of the hearing, such owner shall:

- (1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.
- (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
- (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
- (4) File a notice with the code official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.
- (5) A failure to make the disclosures described in paragraphs (1), (2), and (3) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

(m) *Section 108.2 Closing of vacant structures*, is hereby amended to read as follows:

If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate for said costs. The lien shall be superior to all other liens and encumbrances, including prior recorded mortgage or judgments and only inferior to liens for taxes. In the event the owner or person creating the need for closing or securing the premises fails and refuses to pay or reimburse the Town for the costs, the Town may foreclose said lien in accordance with the law applicable to

the foreclosure of such liens and the Town shall be entitled to recover its reasonable attorney's fees and costs incurred in such foreclosure action.

- (n) *Section 108.7 Record*, is hereby amended to read as follows:

The code official shall prepare a report on an unsafe condition. In addition, a written notice of the unsafe condition shall be recorded in the public records for Lee County. The notice shall state the occupancy of the structure and the nature of the unsafe condition.

- (o) *Section 109.5 Costs of emergency repairs*, is hereby amended to read as follows:

Costs incurred in the performance of emergency work shall be paid by the Town. All costs incurred by the Town in the performance of emergency work shall be a lien upon such real estate for said costs. The lien shall be superior to all other liens and encumbrances, including prior recorded mortgage or judgments and only inferior to liens for taxes. In the event the owner or person creating the need for emergency repairs fails and refuses to pay or reimburse the Town for the costs, the Town may foreclose said lien in accordance with the law applicable to the foreclosure of such liens and the Town shall be entitled to recover its reasonable attorney's fees and costs incurred in such foreclosure action.

- (p) *Section 109.6 Hearing*, is hereby amended to read as follows:

Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon appeal to the Town Council, be afforded a hearing as described in this code.

- (q) *Section 110.1 General*, is hereby amended to read as follows:

The code official shall order the owner of any premises upon which is located any structure, which in the code official's judgment after review is so deteriorated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the owner's option; or where there has been a cessation of normal construction in accordance with the Florida Building Code, the code official shall order the owner to demolish and remove such structure, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless approved by the Building Official.

- (r) *Section 110.3 Failure to comply*, is hereby amended as follows:

If the owner of a premises fails to comply with a demolition order within the time prescribed, the Town shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate for said costs. In the event the owner or person creating the need for demolition and removal fails and refuses to pay or reimburse the Town for the costs, the Town may foreclose said lien in accordance with the law applicable to the foreclosure of such liens and the Town shall be entitled to recover its reasonable attorney's fees and costs incurred in such foreclosure action.

- (s) *Section 111.1 Application for appeal*, is hereby amended to read as follows:

Any person directly affected by a decision of the code official or a notice or order issued pursuant to this code shall have the right to appeal to the Town Council, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served on the affected person or from the date of posting on the property. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, that the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. This section shall not

apply to orders issued by the Town special magistrate in connection with a code enforcement special magistrate hearing.

(t) *Sections 111.2 through Section 111.8* are hereby deleted in their entirety.

(u) *Section 112.4 Failure to comply*, is hereby amended to read as follows:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a code violation and shall be subject to a fine as determined by the Town special magistrate.

(v) *Section 302.3 Sidewalks and driveways*, is hereby amended to read as follows:

Section 302.3. Sidewalks, driveways and rights-of-way. All sidewalks, walkways, stairs, driveways, parking spaces, and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions. Trees and shrubs shall be maintained to provide for horizontal clearance of at least three (3) feet from and vertical clearance of at least eight (8) feet above any sidewalk, bike path, or street right-of-way. Unpaved areas shall be regularly mowed or otherwise maintained in a neat and attractive condition.

(w) *Section 302.4 Weeds*, is hereby amended to read as follows:

All premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 inches. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs, provided, however, this term shall not include cultivated flowers and gardens and native beach vegetation such as sea oats. Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation and having been given a reasonable time to cut and destroy the weeds, any duly authorized employee of the Town or contractor hired by the Town shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property. All costs incurred by the Town to cut and destroy the weeds shall be a lien upon such real estate for said costs. The lien shall be superior to all other liens and encumbrances, including prior recorded mortgage or judgments and only inferior to liens for taxes. In the event the owner or agent fails and refuses to pay or reimburse the Town for its costs, the Town may foreclose said lien in accordance with the law applicable to the foreclosure of such liens and the Town shall be entitled to recover its reasonable attorney's fees and costs incurred in such foreclosure action.

(x) *Section 302.8 Motor Vehicles*, is hereby amended to read as follows:

Section 302.8 Motor Vehicles and Boats. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle or boat shall be parked, kept or stored on any premises, and no vehicle or boat shall at any time be in a state of major disassemble, disrepair, or in the process of being stripped or dismantled. Painting of vehicles or boats is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle or boat of any type is permitted to undergo major overhaul, including body or hull work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.

(y) A new *Section 302.10* is hereby added as follows:

Section 302.10 Exterior Storage.

1. No temporary or permanent storage of materials or equipment is permitted on any vacant parcel, unless in conjunction with an active building permit or where such storage is specifically permitted by Chapter 34 of the Land Development Code.

2. Equipment, materials, and furnishings not designed for use outdoors, such as automotive parts and tires, building materials, and interior furniture, may not be stored outdoors.

(z) *Section 303.2 Enclosures*, is hereby amended to read as follows:

Public swimming pools, hot tubs and spas shall include all safety features specified by F.S. § 514.0315, including any subsequent amendments thereto. Residential swimming pools shall be maintained in compliance with the State Residential Swimming Pool Safety Act, as contained in F.S. ch. 515.

(aa) A new *Section 303.3* is hereby added as follows:

Section 303.3 Disposal of swimming pool water. Prior to disposing of any swimming pool water, chlorine and bromine levels must be reduced by not adding chlorine or bromine for a least five (5) days or until levels are below 0.1 mg per liter. One of the following methods of disposal shall be utilized:

1. Discharge of the water into roadside swales to allow for percolation of the water into the ground without any runoff to canals, beaches, wetlands, other tidal waters, or onto adjoining properties. This shall be the preferred method of disposal.
2. Discharge of the water into the sanitary sewer system operated by Lee County Utilities is also permitted, but is not the preferred method.

Under no circumstances shall any swimming pool water be discharged either directly or indirectly onto the beach, or into canals, wetlands, or any other tidal waters.

(bb) *Section 304.3 Premises Identification*, is hereby amended to read as follows:

All buildings shall have address numbers that have been assigned by Lee County placed in a position to be plainly legible and visible by emergency personnel from the street or road fronting the property. All address numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be a minimum of 3 inches high. Numbers on all commercial, institutional, or multifamily buildings that are set back more than 50 feet from the street shall be at least eight inches high.

(cc) *Section 304.14 Insect screens*, is hereby amended to read as follows:

Every window in a residential structure that is capable of being opened and every door, window, and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition. Screens shall not, however, be required where other approved means, such as air curtains or insect repellent fans, are employed.

(dd) A new *Section 308.4* is hereby added as follows:

308.4 Additional Regulations for Rubbish and Garbage Containers.

1. Rubbish and Garbage containers shall not be moved to the street more than 24 hours prior to scheduled curbside collection, nor remain there more than 24 hours after scheduled collection.
2. Each refuse container that is not movable shall be opaquely screened from view from streets and adjoining properties and such screening shall be of sufficient height to entirely screen the container. Screening may be achieved by landscaping, wall, or opaque fencing provided the wall or fence does not exceed the maximum height permitted for the property.

3. Any rubbish or garbage container not located within a roofed enclosure must have a cover or lid that renders the interior of the container inaccessible to animals.

(ee) *Section 402.2 Common halls and stairways*, is hereby amended to read as follows:

Every common hall and stairway in residential occupancies, other than in one- and two-family dwellings, shall be lighted at all times with at least a 60-watt standard incandescent light bulb for each 200 square feet (19 m²) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9.144 m). In other than residential occupancies, means of egress, including exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with a minimum of 1 footcandle (11 lux) at floors, landings and treads, provided, however, that during Sea turtle nesting season (May 1 through October 31), the provisions of Chapter 32, Article V of the Fort Myers Beach Land Development Code shall supersede the foregoing requirements (correct reference?).

(ff) *Section 507 Storm Drainage*, is hereby amended to read as follows:

Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance. Point sources of stormwater discharge from private property directly onto the beach are prohibited. This prohibition includes drainage collected from parking lots or other paved surfaces and stormwater from roofs of buildings.

(gg) A new *Section 602.7* is hereby added as follows:

Section 602.7 Screening of Mechanical Equipment. Any new mechanical equipment placed on a roof shall be screened from view from ground level of adjoining properties and public rights-of-way. When mechanical equipment is being replaced on a roof of a building that is not undergoing structural alterations, such equipment shall be screened to the same standard using non-structural materials such as ornamental latticework.

(hh) *Section 701.1 Scope*, is hereby amended to read as follows:

The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior premises, including fire safety facilities and equipment to be provided. All references to the "International Fire Code" in this Chapter 7 shall be replaced with the "Florida Fire Prevention Code."

Sec. 6-14. - Neighborhood flooding.

- (a) Chapter 10 of this code requires stormwater management systems for new development (see § 10-321). Development that is not subject to those requirements, such as single-family and two-family dwellings, detached structures, pools, pool decks, additions, pavers, driveways, patios, etc. on existing lots, can also flood surrounding lots and streets, especially if the lot is raised higher than adjoining properties or if rainfall is concentrated by gutters and downspouts and discharged without an opportunity for infiltration. The placement of fill on vacant properties have the potential to also cause surrounding lots and streets to flood and therefore when no other development permit is being obtained at the time fill is being brought to the site, a site fill permit must be obtained. The fill permit application must show how normal rainfall one inch (interior lot) - 1.6 inch (waterfront lot) will have an opportunity to infiltrate into the ground within the lot.

To minimize neighborhood flooding from normal daily rainfall, no more than 67 percent of the total lot area within a residential zoning district shall be covered with impervious surfaces. The plans must indicate the method used to maintain a one-inch (interior lot) or 1.6 inch (waterfront lot) rainfall on-site when more than 500 square feet of impervious surface is proposed.

- (1) Roof areas not served by gutters and downspouts must not drain to impervious surfaces, and must not drain to pervious surfaces that are sloped in excess of five percent. Surfaces not meeting these requirements must be designed to detain or deflect rainfall, for instance through the use of earthen ridges, curbs, or retaining walls that prevent average rainfall from running onto adjoining lots or streets.

DIVISION 2. - HOUSING CODE

Sec. 6-31. - Adoption; amendments.

The following chapters and sections of the 1997 Standard Housing Code, as published by the Southern Building Code Congress International, Inc., 900 Montclair Road, Birmingham, Alabama, 35213-1206, are hereby adopted by reference and made a part of this article, with the exceptions set forth as follows:

Chapter 1, Administration.

Exception: Section 103.2.2(4) is deleted and replaced with new section 103.2.2(4) as follows:

4. State that, if such repairs, reconstruction, alterations, removal or demolition are not voluntarily completed within the stated time as set forth in the notice, the housing official shall institute such legal and/or administrative proceeding as may be appropriate.

Exception: Section 103.4 is deleted and replaced with new section 103.4 as follows:

An officer or employee, or member of any board, charged with the enforcement of this code, in the discharge of his duties, shall not thereby render himself liable personally, and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of his duties.

Exception: Section 103.5 is deleted.

Exception: Section 104 is deleted and replaced with new section 104 as follows:

104 Inspections

The housing official shall make, or cause to be made, inspections to determine the condition of residential buildings and premises in the interest of safeguarding the health and safety of the occupants of such buildings and of the general public. For the purpose of making such inspections, the housing official, or his designee, is hereby authorized to enter, examine, and survey, at all reasonable times, any residential building or premises. If the owner, agent, tenant or other person in charge thereof refuses to allow the housing official, or his designee, free access to such building or premises, the housing official may obtain a duly issued search or administrative warrant, pursuant to F.S. ch. 933, as from time to time amended, or any other applicable law which may be in effect at the time such warrant is sought.

Exception: Sections 105, 106, and 107, relating to the housing board of adjustment and appeals, are deleted. Appeals and variances shall be processed and decided in the same manner as for variances under ch. 34 of the Land Development Code ~~this code~~. Enforcement of this code shall be in accordance with ch. 1.

Chapter 2, Definitions.

Exception: Delete the definition of "building" and "housing official" found in section 202 and replace with a new definition of "building" and "housing official" to be used when construing minimum housing provisions, as follows:

***Building** —Any structure built or used for shelter or enclosure of persons which has enclosing walls sheltering 50 percent or more of its perimeter. The term "building" shall be construed as if followed*

by the words "or part thereof" and shall include mobile homes, manufactured homes and all recreational vehicles which have been established as units for permanent living by the filing of a declaration of domicile with the clerk of the circuit court on or before October 21, 1985; provided, however, that the foregoing definition specifically excludes hotels and motels.

Housing official —The officer, or his duly authorized representative charged with the administration and enforcement of this code, which shall be the town manager or designee.

Chapter 3, Minimum Standards for Basic Equipment and Facilities.

Exception: Delete section 302.2 and replace with new section 302.2 as follows:

All required plumbing fixtures shall be located within the dwelling unit and be accessible to the occupants of same. The water closet, tub or shower, and lavatory shall be located in a room affording privacy to the user. Bathrooms shall be accessible from habitable rooms, hallways, corridors or other protected or enclosed areas.

Exception: The following language shall be added to section 302.5:

This section and its subsections shall only apply if the Standard Building Code (as published by the Southern Building Code Congress) and any local amendments thereto, required heating facilities at the time the building was constructed.

Exception: Delete section 302.5.3 and replace with new section 302.5.3 as follows:

Unvented fuel burning heaters shall be prohibited except for gas heaters listed for unvented use where the total input rating of the unvented heater is less than 30 BTU per hour per cubic foot of room content and provided that the gas heater is installed pursuant to the Gas Code as adopted herein at section 6-171. Notwithstanding the above, all unvented fuel-burning heaters shall be prohibited in bedrooms and sleeping areas.

DIVISION 3. - UNSAFE BUILDING ABATEMENT CODE

Sec. 6-36. - Adoption; amendments.

The following chapters and sections of the 1985 Standard Unsafe Building Abatement Code, as published by Southern Building Code Congress International, Inc., 900 Montclair Road, Birmingham, Alabama 35213-1206, are hereby adopted by reference and made part of this article, with the exceptions set forth as follows:

Chapter I, Administration.

Section 105, relating to the board of adjustment and appeals, is deleted, and replaced by the procedures set forth for the delegation of authority to Lee County's Construction Board of Adjustment and Appeals found in division 2 of article II of this chapter.

Chapter II, Definitions.

Chapter III, Inspection and Notice of Noncompliance.

Chapter IV, Appeals.

Chapter V, Rules of Procedure for Hearing Appeals.

Chapter VI, Implementation.

Chapter VII, Recovery of Cost of Repair or Demolition.

Exception: If the building official proceeds to demolish the building or structure as set forth herein, the town council shall, by proper resolution, assess the entire cost of such demolition and removal against the real property upon which such cost was incurred, which assessment, when made, shall constitute a lien upon the property superior to all others except taxes. The lien shall be filed in the public land records of the county. The resolution of assessment and lien must indicate the nature of the assessment and lien, the lien amount, and an accurate description of the property affected. The lien becomes effective on the date of filing such notice of lien and shall bear interest from such date at the rate of ten percent per annum. If the resulting lien is not satisfied within two years after the date it is filed, then the town may:

- (1) File suit to foreclose on the lien property as provided by law in suits to foreclose mortgages; or
- (2) Follow any other lawful process or procedure available for enforcement of the lien in accordance with any general law of the state relating to the enforcement of municipal liens.

ARTICLE II. - BUILDING CODES

DIVISION 1. - GENERALLY

Sec. 6-41. - Applicability of article.

This article applies to the incorporated area of the Town of Fort Myers Beach.

Sec. 6-42. - Penalty for violation of article; additional remedies.

Any person, or any agent or representative thereof, who violates any provision of this article shall, ~~upon conviction,~~ be subject to the following penalties set forth in the codes and ordinances of the Town of Fort Myers Beach. The town council may institute in any court, or before any administrative board of competent jurisdiction, action to prevent, restrain, correct or abate any violation of this article or of any order or regulations made in connection with its administration or enforcement, and the court or administrative board shall adjudge such relief by way of injunction, or any other remedy allowed by law, or otherwise, to include mandatory injunction as may be proper under all the facts and circumstances of the case in order to fully effectuate the regulations adopted under this article, or any amendment thereto, and any orders and rulings made pursuant thereto.

- (1) ~~Criminal penalties.~~ Such person shall be subject to punishment as provided in § 1-5 of this LDC.
- (2) ~~Civil penalties.~~ The town council may institute in any court, or before any administrative board of competent jurisdiction, action to prevent, restrain, correct or abate any violation of this article or of any order or regulations made in connection with its administration or enforcement, and the court or administrative board shall adjudge such relief by way of injunction, or any other remedy allowed by law, or otherwise, to include mandatory injunction as may be proper under all the facts and circumstances of the case in order to fully effectuate the regulations adopted under this article, or any amendment thereto, and any orders and rulings made pursuant thereto.

Sec. 6-43. - Conflicting provisions.

Whenever the requirements or provisions of this article are in conflict with the requirements or provisions of any other lawfully adopted ordinance, code or regulation, the provisions providing the greater degree of life safety will apply. Any conflict between the building code and applicable fire safety codes will be resolved by agreement between the building official and the fire official in favor of the requirement of the code which offers the greatest degree of life safety or alternative which would provide an equivalent degree of life safety and an equivalent method of construction.

Sec. 6-44. - Enforcing officers.

Designated officials such as the building official referenced by the codes adopted in this chapter shall be appointed by the town manager. The designated officials shall carry out the duties enumerated in these codes and shall be deemed the responsible officials with respect to enforcement of the provisions of these codes.

Sec. 6-45. - Permit fees.

The ~~T~~town ~~C~~ouncil has the power to determine and set reasonable permit fees. Unless a different fee schedule is set, permits fees shall be as referenced in ~~Lee County Administrative Code 3-10, Appendix C (External Fees and Charges Manual)~~Town of Fort Myers Beach Fee Schedule.

DIVISION 2. - LEE COUNTY'S BOARDS OF ADJUSTMENT AND APPEALS

Sec. 6-71. - Applicability of division.

This division shall include, but not be limited to, any contractor, owner, agent, manufacturer or supplier providing construction services or materials regulated by standard codes enforced by the Town of Fort Myers Beach.

Sec. 6-72. - Intent of division.

The town has adopted various standard codes relating to building, plumbing, mechanical, gas, electrical, unsafe buildings, housing and fire. This division is intended to be construed in conjunction with these codes.

Sec. 6-73. - Boards established; jurisdiction.

Lee County has established a construction board of adjustment and appeals known as the Lee County Board of Adjustment and Appeals ~~through chapter 6, article 2, division 2 of the Lee County Land Development Code~~. The purpose of that board is to hear and decide appeals from the decision of the county's building official and fire official or their designees on any of the various standard codes regulated and enforced by the county except the plumbing code and mechanical code. Lee County has also established separate boards of adjustment and appeals to arbitrate matters involving the plumbing code and mechanical code.

Sec. 6-74. - Delegation of authority to Lee County's Boards of Adjustment and Appeals.

- (a) The Town of Fort Myers Beach hereby delegates to each of the three Lee County Boards of Adjustment and Appeals the authority to make decisions on appeals that may be filed in accordance with § 6-80 of this division.
- (b) The town attorney will provide legal advice to each of the three Lee County Boards of Adjustment and Appeals when warranted.

Sec. 6-80. - Right of appeal; notice of appeal.

- (a) Whenever the building official or fire official or their designees shall reject or refuse to approve the mode or manner of construction to be followed or materials to be used, or when it is claimed that the provisions of a code do not apply, or that an equally good or more desirable form of construction can be employed in any specific case, or when it is claimed that the true intent and meaning of a code or any of the regulations thereunder have been misconstrued or wrongly interpreted, the owner of such building or structure, or his duly authorized agent, may appeal from the decision of the building official or fire official or their designees to Lee County's appropriate Board of Adjustment and Appeals. Notice of appeal shall be in writing and filed within 30 days after the decision is rendered by the building official or fire official or their designees. All requests for appeal shall be on forms provided by the building official with payment of the appropriate fee.

- (b) In the case of a building or structure which in the opinion of the building official is unsafe or dangerous, the building official may, in his order, limit the time for such appeal to a shorter period.

Sec. 6-81. - Variations and modifications.

- (a) Lee County's Boards of Adjustment and Appeals, pursuant to an appeal from a decision of the building official or fire official or their designees, may vary the application of a code to any particular case when, in its opinion and based upon sufficient evidence, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of a code or public interest, or when, in its opinion and based upon sufficient evidence to the contrary, the interpretation of the building official or fire official or their designees should be modified or reversed.
- (b) Any decision of Lee County Boards of Adjustment and Appeals to vary the application of any provision of a code or to modify an order of the building official or fire official or their designees shall specify the variation or modification made, the conditions upon which it is made, and the reasons therefor.
- (c) Variances to the floodplain regulations must meet the additional criteria in article IV of this chapter.

Sec. 6-82. - Decisions.

- (a) Every decision of Lee County's Boards of Adjustment and Appeals shall be final; subject, however, to any remedy an aggrieved party might have at law or in equity. Every decision shall be in writing and shall indicate the vote upon the decision. Every decision of Lee County's Boards of Adjustment and Appeals shall be signed and attested to by the chairman of the board.
- (b) Lee County's Boards of Adjustment and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay.
- (c) If a decision of any of Lee County's Boards of Adjustment and Appeals reverses or modifies a refusal, order or disallowance of the building official or fire official or their designees, or varies the application of any provision of a code, the appropriate official shall immediately take action in accordance with such decision.
- (d) Any aggrieved person may obtain judicial review of the decision of Lee County's Boards of Adjustment and Appeals by filing a petition for writ of certiorari in the circuit court. Such petition must be filed within 30 calendar days after the board of adjustment and appeals' decision, but not thereafter, pursuant to the Florida Rules of Civil Procedure. The original petition for writ of certiorari must be filed with the clerk of the circuit court. Copies of the petition shall be filed with the building official for forwarding to the town attorney.

DIVISION 3. - BUILDING CODE

Sec. 6-111. - Adoption; amendments.

The Florida Building Code is hereby adopted by reference and made a part of this article, including all revisions and amendments approved in accordance with state law, with the exceptions set forth as follows:

Chapter 1, Administration.

Sections 103.1 through 103.6 relating to powers and duties of the building official are added as follows:

103.1 General. The building official is hereby authorized and directed to enforce the provisions of this code and building codes adopted by the state of Florida. The building official has the authority to

render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures must be in compliance with the intent and purpose of this code, and may not have the effect of waiving requirements specifically provided for in this code.

103.2 Right of entry.

103.2.1 Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the building official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical, or plumbing systems unsafe, dangerous, or hazardous, the building official may enter such building, structure, or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official by this code. If such building or premises are occupied, he must first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he must first make a reasonable effort to locate the owner or other persons having charge or control of such and request entry. If entry is refused, the building official has recourse to every remedy provided by law to secure entry.

103.2.2 When the building official has obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care, or control of any building, structure, or premises may fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this code.

103.3 Stop work orders. Upon notice from the building official, work on any building, structure, electrical, gas, mechanical, or plumbing system that is being done contrary to the provisions of this code, or in a dangerous or unsafe manner, must immediately cease. Such notice must be in writing and posted on the permit board, stating the reasons for the order. Work may only resume after lifting of the stop work order by the building official.

103.4 Revocation of permits. The building official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate, or incomplete information, or in violation of any ordinance or regulation or any provision of this any code of the Town of Fort Myers Beach.

103.4.1 Misrepresentation of application. The building official may revoke a permit or approval issued under the provisions of this code if there has been any false statement or misrepresentation as to a material fact in the application or plans on which the permit or approval was based.

103.4.2 Violation of code provisions. The building official may revoke a permit upon determination by the building official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical, or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

103.5 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical, or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and must be abated by repair and rehabilitation or by demolition in accordance with the provisions of the Unsafe Building Abatement Code (see article I of this chapter).

103.6 Requirements not covered by code. Any requirements necessary for the strength, stability, or proper operation of an existing or proposed building, structure, electrical, gas,

mechanical, or plumbing system, or for the public safety, health, and general welfare, not specifically covered by this or the other technical codes, will be determined by the building official.

Section 104.1.4 is amended to read as follows:

104.1.4. Minor repairs.

Ordinary minor repairs, routine maintenance, or incidental work of a nonstructural nature may be made without a permit, provided that such repair shall not violate any of the provisions of the technical codes. For purposes of this section, "ordinary minor repairs" include the replacement of damaged or worn materials by similar new materials and any other repairs defined as such by the building official. Ordinary minor repairs under this section may not involve the cutting of any structural beam or supporting member or include any alterations that would increase habitable floor area, change the use of any portion of the building, remove or change any required means of egress or exit access, or affect the structural integrity or fire rating of the building.

Section 104.1.6, relating to time limitations, is amended to add the following:

104.1.6.1 A permit issued shall be construed to be a license to proceed with the work but shall not be construed as authority to violate, cancel, alter or set aside any of the provisions of this code, nor shall such issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans or in construction or of violations of this code. Although a permit issued to an owner is transferable to another owner, actual notice of the transfer of permit shall be given to the building official prior to the transfer. Building permits shall be issued following the approval of site and construction plans. Building permits on multifamily projects shall be issued on each individual building or structure. Multitenant occupancies, including but not limited to shopping malls, may be permitted on an individual building or structure (shell); however, individual permits shall be used separately for tenant spaces.

104.1.6.2 The first inspection required by the permit must be successfully completed within a six-month period of issuance or the permit shall be deemed invalid. All subsequent inspections shall be made within a six-month period of the most recent inspection until completion of work or the permit shall become invalid. For purposes of this section, the foundation inspection will be considered the first inspection.

104.1.6.3 The entire foundation must be completed within the first six months from the issuance of the permit. Partial inspections due to complexity of the foundation may be made with building inspector's approval, and job site plans shall be initialed by the inspector only on that portion of the plans that is inspected, and these inspections are for compliance to plans and specifications and are in no way to be construed as the first inspection. Subsequent inspections may be made until the entire foundation is completed. At that time, the foundation will be signed off as the first inspection. One or more extensions of the building permit for good cause may be granted by the building official on a project for a period not exceeding 90 days each. The request shall be made by written notice to the building official at least 30 days prior to expiration of the building permit. The building official may require compliance with any revised building code, mechanical code, plumbing code, electrical code, gas code, swimming pool code or fire code requirements in effect at the time of granting any extension to the building permit. Any extension request denied may be appealed to the town council by the applicant on a form provided by the building official. The council shall grant or deny the extension upon a finding of good cause or lack thereof. If granted, the extension or extensions shall not exceed a period of 90 days each.

Section 106.1.4 relating to new or changed land uses is added as follows:

106.1.4 New or changed land use. A certificate of occupancy will only be granted for a new or changed use of land if that use is allowable under ch. 34 of this code.

107.6.1 Building permits issued on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Section 105.14 and Section 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to F.S. § 553.73(5), the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building.

Florida Building Code, Building, Section 1612.2.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the costs of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Florida Building Code, Existing Building, Chapter 2.

SUBSTANTIAL IMPROVEMENT. Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Florida Building Code, Residential, Section R322.

R322.1.11 Enclosed areas below design flood elevation. Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be permitted to enclose up to 100 percent of the area below an elevated building and shall not extend beyond the perimeter of the building.
2. Have the interior portion of any enclosed area:

- a. Partitioned only to separate parking areas from building access or storage areas;
 - b. The minimum number of interior doors necessary for access to the stairway or elevator to the elevated buildings from areas used for parking or storage;
 - c. Not temperature-controlled.
3. Have access to enclosed areas intended for building access or storage by no more than one standard 36-inch exterior door, or one windowless 72-inch double exterior door, in any exterior wall.
 4. ~~Have access to enclosed areas intended for parking of vehicles by no more than one standard two-car garage door.~~
 5. Have construction documents include an agreement, signed by the owner, acknowledging the limitations on allowable uses of the enclosed areas and the conditions of the building permit, using a form provided by the Floodplain Administrator. This agreement shall be recorded in the official record books in the office of the clerk of the circuit court to provide additional notice of these limitations to future purchasers.

R322.1.12 Accessory structures. Accessory structures used for parking and storage shall be permitted below the base flood if designed and constructed in compliance with Section R322 and the total cost of an accessory structure does not exceed 10% of the market value of the building or \$17,500 per dwelling unit, whichever is greater. The dollar amount specified may be increased each year beginning in 2014 by the percentage increase of the Consumer Price Index - All Urban Consumers (CUP-U), All Items, U.S. City Average maintained by the federal Bureau of Labor Statistics.

Chapter 33, Site Work, Demolition and Construction.

Section 3311.5 is added, to read as follows:

3311.5 Trash containers.

It shall be unlawful to bury construction debris on the construction site or on any other public or private property not specifically approved for such use. A suitable trash container and adequate collection service shall be provided for each construction site. For purposes of this requirement, a suitable container is any structure, device, receptacle, designated location or combination thereof which holds construction debris on the construction site in a central location long enough for it to be removed from the site by means of whatever collection service the contractor chooses to use or may be required to use pursuant to other applicable laws before such debris is: (1) washed or blown off-site, (2) contaminates subsurface elements, (3) becomes volatile or malodorous, (4) makes an attractive nuisance, or (5) otherwise becomes a threat to the public health, safety and welfare.

Chapter 34, Existing Buildings.

Section 3401.1, relating to scope, is modified to read as follows:

3401.1 Scope. Provisions of this chapter and of division 4 of this article shall govern the application of this code to existing buildings. In interpreting this code, the building official may be guided by the Nationally Applicable Recommended Rehabilitation Provisions, published in 1997 by the U.S. Department of Housing and Urban Development.

Exception: Buildings and structures located within the High Velocity Hurricane Zone shall comply with the provisions of sections 3401.5, 3401.8, and 3401.2.2.1.

Section 3401.2.2.1, relating to change of occupancy, is deleted, and replaced with a new section 3401.2.2.1, to read as follows:

3401.2.2.1 If the occupancy classification or any occupancy subclassifications of any existing building or structure is changed to a more hazardous occupancy, the building, electrical, gas,

mechanical, and plumbing systems shall be made to conform to the intent of the technical codes as required by the building official.

Section 3401.5, relating to special historic buildings, is deleted, and replaced with a new section 3401.5, to read as follows:

3401.5 Special historic buildings.

3401.5.1 The provisions of the technical codes relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for an existing building or structure identified and classified by the federal, state, county, or town government as a historic structure, or as a contributing structure in a historic district, when such building or structure is judged by the building official to be safe and in the public interest of health, safety, and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation or moving.

3401.5.2 If it is proposed that a historic building that is undergoing repair, renovation, alternation, reconstruction, or change of occupancy not comply literally with certain technical standards of this code, the building official may require the building to be investigated and evaluated by a registered design professional. Such evaluation shall identify each required feature of the building not in technical compliance and shall demonstrate how the intent of these provisions is to be complied with in providing an equivalent level of safety.

Sec. 6-112. - Wind-borne debris region and basic wind speed map.

The entire incorporated area of the Town of Fort Myers Beach lies within the wind-borne debris region and the 430 160 mph basic wind speed zone as established by section 1606.1.6 and figure 1606 of the Florida Building Code.

Sec. 6-113. - Compliance with outdoor lighting standards.

All building permits must comply with the outdoor lighting standards in §§ 34-1831—34-1860 of this code.

Sec. 6-114. - Compliance with NPDES erosion control standards.

Stormwater runoff from construction sites must be managed in compliance with §§ 10-606—10-607 of this land development code.

DIVISION 4. - EXISTING BUILDINGS CODE

Sec. 6-121. - Purpose.

The purpose of this code is to encourage the continued use or reuse of existing buildings. This code is designed to supplement the other codes adopted in this article. In interpreting this code, the building official may be guided by the Nationally Applicable Recommended Rehabilitation Provisions, published in 1997 by the U.S. Department of Housing and Urban Development.

Sec. 6-122. - Adoption; amendments.

The following chapters and sections of the 1997 Standard Existing Buildings Code, as published by the Southern Building Code Congress International, Inc., 900 Montclair Road, Birmingham, Alabama, 35213-1206, are hereby adopted by reference and made a part of this article, with the exceptions set forth as follows:

Chapter 1, Administration.

Section 101.7.1, relating to a change of occupancy, is deleted, and replaced with a new section 101.7.1 to read as follows:

If the occupancy classification or any occupancy subclassifications of any existing building is changed to a more hazardous occupancy, the building shall be made to conform to the intent of the Florida Building Code for new construction as required by the building official.

Section 105, relating to the board of adjustment and appeals, is deleted, and replaced by the procedures set forth for the delegation of authority to Lee County's construction board of adjustment and appeals found in division 2 of this chapter and article.

Chapter 2, Definitions and Abbreviations.

Chapter 3, Historic Structures, is hereby amended to read as follows:

The provisions of this code relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for an existing building or structure identified and classified by the federal, state, county, or town government as a historic structure, or as a contributing structure in a historic district, when such building or structure is judged by the building official to be safe and in the public interest of health, safety, and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation or moving.

If it is proposed that a historic building that is undergoing repair, renovation, alternation, reconstruction, or change of occupancy not comply literally with certain technical standards, the building official may require the building to be investigated and evaluated by a registered design professional. Such evaluation shall identify each required feature of the building not in technical compliance and shall demonstrate how the intent of these provisions is to be complied with in providing an equivalent level of safety.

Chapter 4, Means of Egress.

Chapter 5, Fire Protection.

Chapter 6, Light, Ventilation and Sanitation.

Chapter 7, Building Services.

Chapter 8, Maintenance.

Appendix A, Rehabilitation Guidelines.

DIVISION 5. - CONTRACTOR LICENSING

Sec. 6-231. - Contractor licenses required.

Lee County authorizes the issuance of contractor licenses, as authorized by F.S. ch. 489 and Lee County Ordinance No. 96-20, granting the privilege of engaging in the contracting business within the jurisdiction of Lee County. The Town of Fort Myers Beach desires to restrict those engaging in the contracting business to those holding the same categories of licensure as required by Lee County:

- (1) State-certified contractors holding an active state certificate of competency;
- (2) State-registered contractors holding an active state registration and Lee County certificate of competency. A Lee County certificate of competency alone is not sufficient if state statute requires that the contractor also hold a state certificate or registration;
- (3) Locally licensed contractors holding an active Lee County certificate of competency; or

- (4) Restricted specialty contractors holding an active Lee County restricted certificate of competency.

Sec. 6-232. - Contractors required to be state-certified.

In accordance with F.S. ch. 489, ~~the following types of~~ contractors must hold a valid state certification in order to contract in the Town of Fort Myers Beach:

- ~~(1) General contractor;~~
- ~~(2) Building contractor;~~
- ~~(3) Residential contractor;~~
- ~~(4) Class A air conditioning contractor;~~
- ~~(5) Class B air conditioning contractor;~~
- ~~(6) Commercial pool/spa contractor;~~
- ~~(7) Residential pool/spa contractor;~~
- ~~(8) Swimming pool servicing contractor;~~
- ~~(9) Sheet metal contractor;~~
- ~~(10) Mechanical contractor;~~
- ~~(11) Plumbing contractor;~~
- ~~(12) Residential solar water heating contractor;~~
- ~~(13) Underground utilities and excavation contractor;~~
- ~~(14) Asbestos abatement contractor;~~
- ~~(15) Roofing contractor;~~
- ~~(16) Pollutant storage system contractor.~~

Sec. 6-233. - Contractor categories licensed by Lee County.

(a) The Town of Fort Myers Beach accepts Lee County certificates of competency in the following specialty categories:

- ~~(1) Alarm system contractor I;~~
- ~~(2) Alarm system contractor II;~~
- ~~(3) Aluminum specialty structures contractor;~~
- (4 1) Aluminum (without concrete) contractor;
- (5 2) Aluminum (nonstructural) contractor;
- ~~(6) Asphalt sealing and coating contractor;~~
- ~~(7) Awning contractor;~~
- (8 3) Cabinet and millwork contractor;
- (9 4) Carpentry contractor;
- (10 5) Concrete coatings contractor;
- (11 6) Concrete forming and placing contractor;
- (12 7) Concrete placing and finishing (flatwork) contractor;
- ~~(13) Court (outdoor) contractor;~~
- (14 8) Demolition contractor;

- ~~(15) — Dredging contractor;~~
- ~~(16) — Drywall contractor;~~
- ~~(17 9) Excavation contractor;~~
- ~~(18 10) Fence erection contractor;~~
- ~~(19 11) Finish carpentry contractor;~~
- ~~(20 12) Garage door contractor;~~
- ~~(21 13) Glass and glazing contractor;~~
- ~~(22) — Guniting contractor;~~
- ~~(23) — Gutter and downspout contractor;~~
- ~~(14)~~
- ~~(24) — Insulation (building) contractor;~~
- ~~(25 15) Insulation (all types) contractor;~~
- ~~(26 16) Irrigation sprinkler contractor;~~
- ~~(27) — Journeyman air conditioning;~~
- ~~(28 17) Journeyman electrician;~~
- ~~(29) — Journeyman mechanical;~~
- ~~(30 18) Journeyman plumber;~~
- ~~(31) — Marbling contractor;~~
- ~~(32) — Marine contractor;~~
- ~~(33 19) Masonry contractor;~~
- ~~(34) Master electrical contractor;~~
- ~~(35 20) Painting contractor;~~
- ~~(36 21) Paver block contractor;~~
- ~~(37 22) Paving contractor;~~
- ~~(38) — Pile driving contractor;~~
- ~~(39 23) Plastering/stucco contractor;~~
- ~~(40) — Reinforcing steel contractor;~~
- ~~(41) — River rock contractor;~~
- ~~(42) — Sandblasting contractor;~~
- ~~(43 24) Sign contractor - limited;~~
- ~~(44 25) Sign contractor - restricted;~~
- ~~(45) — Structural steel erection contractor;~~
- ~~(46) — Terrazzo contractor;~~
- ~~(47 26) Tile and marble contractor.~~

~~(b) — The Town of Fort Myers Beach also accepts certain older Lee County certificates of competency that the county has determined to be vested with respect to the scope of work allowed under the certificate category. These certificates may be in the following categories:~~

- ~~(1) — Air conditioning contractor — Class A;~~

- (2) — ~~Air conditioning contractor — Class B;~~
- (3) — ~~Air conditioning contractor — Class C;~~
- (4) — ~~Alteration and repair (nonstructural) contractor;~~
- (5) — ~~Building contractor;~~
- (6) — ~~Cement, concrete and masonry contractor;~~
- (7) — ~~Cement finishing contractor;~~
- (8) — ~~Demolition contractor;~~
- (9) — ~~Dredging and landfilling contractor;~~
- (10) — ~~Exposed aggregate contractor;~~
- (11) — ~~Flooring contractor;~~
- (12) — ~~General contractor;~~
- (13) — ~~Glazing and window installation contractor;~~
- (14) — ~~Mechanical contractor;~~
- (15) — ~~Mobile home alteration and repair (including aluminum work) contractor;~~
- (16) — ~~Paint and roof painting contractor;~~
- (17) — ~~Paving and sealing contractor;~~
- (18) — ~~Plastering, lathing, stucco, and drywall contractor;~~
- (19) — ~~Plumbing contractor;~~
- (20) — ~~Pool contractor — Class A;~~
- (21) — ~~Pool contractor — Class C;~~
- (22) — ~~Remodeling contractor;~~
- (23) — ~~Residential contractor;~~
- (24) — ~~Roofing contractor;~~
- (25) — ~~Roof painting contractor;~~
- (26) — ~~Roof spraying contractor;~~
- (27) — ~~Seawall and dock contractor;~~
- (28) — ~~Sign contractor — electrical;~~
- (29) — ~~Sign contractor — non-electrical;~~
- (30) — ~~Solar water heating contractor;~~
- (31) — ~~Tile contractor;~~
- (32) — ~~Tile, terrazo, river rock, and marble contractor;~~
- (33) — ~~Waterproofing contractor;~~
- (34) — ~~Underground utility contractor.~~

Sec. 6-234. - Delegation of authority to the Lee County Construction Licensing Board.

- (a) The Town of Fort Myers Beach hereby delegates to Lee County and the Lee County Construction Licensing Board the authority to make decisions regarding:
 - (1) The categories of certificates of competency that Lee County may require or issue;

- (2) The requirements for obtaining and retaining Lee County certificates of competency;
 - (3) The issuance, revocation, and cancellation of Lee County certificates of competency;
 - (4) Disciplinary actions concerning activities within the town by holders of a Lee County certificate of competency or by state-certified or registered contractors; and
 - (5) Any other matter within the authority of the Lee County Construction Licensing Board.
- (b) The policies, procedures and safeguards applicable to the Lee County Construction Licensing Board according to Lee County Ordinance No. 96-20, are hereby adopted by the Town of Fort Myers Beach for all actions of the board regarding violations alleged to have occurred within the town.
 - (c) The town attorney will provide legal advice to the Lee County Construction Licensing Board when warranted.

Sec. 6-235. - Owner-builder exemption.

- (a) Owners of property may act as their own contractor and provide direct on-site supervision themselves of all work not performed by licensed contractors when building or improving:
 - (1) One-family or two-family residences on the owner's property for the occupancy or use of the owners and not offered for sale or lease; and
 - (2) Commercial buildings on the owner's property at a cost not to exceed \$25,000.00 for the occupancy or use of the owners and not offered for sale or lease.
- (b) If, within one year of completion, an owner-builder sells, leases, or offers for sale or lease any building constructed or improved under an owner-builder exemption, the town can presume the construction or improvement was undertaken for the purposes of sale or lease.
- (c) This section does not exempt any person the owner-builder employs, or has a contract with, to act in the capacity of a contractor. The owner cannot delegate the owner's responsibility to directly supervise all work to any other person unless that person is duly licensed in accordance with this ~~ordinance~~ code and the work performed is within the scope of that contractor's license.
- (d) To qualify for exemption under this section, an owner cannot be a corporation, partnership or trust and must personally appear and sign the building permit application. The owner must also execute a disclosure statement prepared by the building official acknowledging compliance with all applicable regulations.

Sec. 6-236. - Other exemptions.

The licensing provisions of this article do not apply to:

- (1) Any employee of a duly licensed contractor who is acting within the scope of the employer's license or with the employer's knowledge and permission. However, if the employer is not licensed to perform the type of services the employee is contracting to perform, then the employee is not exempt if the employee:
 - a. Holds himself or his employer out to be licensed or qualified by a licensee to perform services outside the scope of the employer's license;
 - b. Leads the consumer to believe that the employee has an ownership or management interest in the company; or
 - c. Performs any of the acts which constitute contracting for services outside the scope of the employer's license.

The intent of this subsection is to place equal responsibility on the unlicensed business and its employees for the protection of the consumers in contracting transactions.

- (2) An authorized employee of the United States, the state, the county, the town, or any political subdivision of the state, if the employee does not hold himself out for hire or otherwise engage in contracting except in accordance with his employment.
- (3) Contractors and employees working on bridges, roads, streets, highways, or railroads, including services incidental thereto, that are under the responsible charge of a professional engineer, duly licensed general contractor, the county, or the state.
- (4) A registered professional engineer or architect acting within the scope of his practice or any person exempted by the law regulating engineers and architects, including a person doing design work as specified in F.S. § 481.229(1)(b). However, an engineer or architect cannot act as a contractor unless properly licensed in accordance with this article.
- (5) An architect or landscape architect licensed under F.S. ch. 481 or a professional engineer licensed under F.S. ch. 471 who offers or renders design-build services. However, a state-certified general contractor must perform the construction services under the design-build contract.

~~Sec. 6-237. -- Penalties.~~

~~Penalties for violations of this article shall be as authorized by Lee County through its Ordinance No. 96-20, as may be amended from time to time.~~

1. Requested Motion:

Meeting Date: March 1, 2021

Lien Reduction Request for CE19-0214

Why the action is necessary:

Article V, Division 4, Sec. 2-432, of the Town's Land Development Code, provides the process for the reduction of a code enforcement lien.

What the action accomplishes:

Possible reduction of code enforcement lien

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Article V, Division 4, Sec. 2-432, of the Town's Land Development Code, provides the process for the reduction of a code enforcement lien.

4. Submitter of Information:

5. Background:

This violation matter was opened due to a complaint from the neighbors. An investigation resulted in a finding of a violation of illicit drainage into the Town's stormwater system which connected to the nearshore water of the Town. On April 25, 2019 a warning was issued to the property owner, Timothy Thiel allowing 60 days for compliance. Mr. Thiel did not bring the property into compliance within the allotted 60 days, so on October 16, 2019, a Notice of Violation was issued giving Mr. Thiel an additional 60 days to come into compliance.

Due to Covid-19 restrictions and rescheduling of the Special Magistrate hearings, the matter was not heard before the Special Magistrate until March 4, 2020, almost 11 months after the property owner received the first warning of the violation.

At the time of the March 4, 2020 hearing – the property owner had not brought the violation into compliance.

The Special Magistrate found the property owner had not brought the violation into compliance.

The Special Magistrate found the property owner violated the LDC, and gave the property owner an additional 60 days to bring the violations into compliance (which would be May 5) or a fine of \$250 per day would be imposed. The violation was not brought into compliance within the ordered 60 days.

Staff received an email from Mr. Thiel on June 4th, 2020 wherein Mr. Thiel stated that he was in New York and not able to travel due to Covid restrictions and that the Town was sending his notices to a defunct post office box.

The Community Services Administrator replied to the email stating that the travel restrictions from New York to Florida has been lifted and that in accordance with Florida Statutes, the Town was sending the notices to the address of the owner listed with the Lee County Property Appraiser.

On August 31, 2020, an inspection of the property found that the property had come into compliance. On November 19, 2020, a hearing to impose the lien was held before the Special

Magistrate in which Mr. Thiel appeared and made the same argument as stated in the packet submitted for lien reduction. The Special Magistrate heard the argument and denied the reduction request and imposed a lien in the full amount of the accrued fine.

The Governor issued the first Executive Order regarding Covid-19 on March 1, 2020. The Executive Order restricting travel to/from New York was issued on March 23, 2020 – almost 6 months after Mr. Thiel received his first warning regarding the violation. Thus, Mr. Thiel had 6 months to bring the property into compliance before Covid-19 travel restrictions commenced.

The current lien on the Property is as follows:

May 4th – August 31st = 119 days
104 days x \$250 per day = \$29,750
\$29,750 + \$75 administrative fee = \$29,825.00
Total lien \$29,825.00

As you may recall, the Town staff formula for deserving reductions is one-third of the amount due (\$9,941.66)

Attachments:

1. CE19-0214 REDUCTION APP
2. THIEL EMAIL
3. CE19-0214_464 Washington Ct_Photo Packet for Blue Sheet_02242021

Financial Impact:

6. Alternative Action

Deny Lien Reduction Request

7. Management Recommendations:

Deny Reduction based on the amount of time property owner had to comply with the Town's codes.

8. Recommended Approval:

Patty Prevost, Building Services Administrative Assistant
Jason Green, Community Development Services
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/22/2021
Approved - 2/22/2021
Approved - 2/23/2021
Approved - 2/23/2021
Final Approval - 2/23/2021



Town of Fort Myers Beach

CODE ENFORCEMENT LIEN REDUCTION REQUEST APPLICATION (ord. 12-05)

A copy of the order imposing the lien must be submitted with this application. A non-refundable \$200.00 application fee will be due at the time the application is submitted.

Code Enforcement Case Number: CE19-0214 Date: 01/13/2021
Requestor Name: Tim Thiel Phone: 716-523-7427
Property Address: 464 Washington Ct. E-mail: tmtthiel@aol.com
Date Subject Property was brought into Compliance with Town Code: 8/20/2020

Reasoning for reduction (factual):

Could not travel to FMB April, 2020 September, 2020
due to Pandemic travel restrictions and positive Co-Vid test.
And, Requested work had no impact upon completion.

Reasoning compliance not accomplished by time lien was recorded:

Pandemic. I tested positive; was extremely ill. Could not travel.
Tried to get work completed prior to 8/20 via phone but I could not
get a return call from our landscaper or any other source I called.

Amount of reduction requested: 100%. This cost me thousands with no impact.

Outstanding Mortgage Information. Please include date(s) recorded and whether currently in default.

N/A. No mortgages or default.

All documents or other evidence that supports reduction request must be included in the application.

Applicant Signature: [Signature] Date: 01/13/2021

Applicant Printed Name: Tim Thiel

STATE OF ~~FLORIDA~~ New York

COUNTY OF ~~LEE~~ Niagara

Subscribed and sworn to (or affirmed) before me this 13 day of January,
2021, by Timothy M. Thiel

Notary Public Signature

Eric D. DeLac
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 9/17/24

Notary Printed Name

Personally Known or Produced Identification X

Type of Identification Produced: FLDL

My Commission Expires: 9/17/24

PARCEL #: 29-46-24-W2-0110C.0160
This Document Prepared By and Return To:
Town of Fort Myers Beach Code Enforcement Department
2525 Estero Blvd.
Fort Myers Beach, FL 33931

**CODE COMPLIANCE SPECIAL MAGISTRATE
FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA**

TOWN OF FORT MYERS BEACH, FLORIDA,

Petitioner,

vs.

CASE NO. CE19-0214

THIEL, TIMOTHY M.,

Respondent.

CODE ENFORCEMENT ORDER IMPOSING LIEN

THIS CAUSE came on for public hearing on November 19, 2020, before the undersigned Special Magistrate for the Town of Fort Myers Beach, with the Respondent, Timothy Thiel, present. Having considered the sworn testimony, evidence and arguments presented, the Special Magistrate finds and orders as follows:

A. FINDINGS OF FACT:

1. The Respondent, Timothy M. Thiel ("Respondent"), is the owner, lessee, responsible entity or otherwise in charge of or responsible for the subject property located at 464 Washington Ct., Fort Myers Beach, FL 33931 ("Property"), legally described as:

Lot 16, Block C, SHELL MOUND PARK, a subdivision according to the plat thereof, as recorded in Plat Book 11 at Page(s) 4, in the Public Records of Lee County, Florida.

2. The Respondent was served with a Notice of Violation ("NOV") alleging the existence of a violation of the Town of Fort Myers Beach Code of Ordinances ("Town Code") on the Property.

3. The NOV specified that Respondent was required to correct the violation by a time certain, but Respondent failed to do so.
4. The Respondent was served with a Notice of Hearing as a result of non-compliance with the NOV, and on March 4, 2020, a hearing took place at which competent substantial evidence was entered into the record. Accordingly, the Town of Fort Myers Beach Special Magistrate ("Special Magistrate") entered an Order of Enforcement finding the Respondent in violation of Section 10-603 and Section 10-605 of the Town Code.
5. The Respondent did not comply with the Order of Enforcement in the time specified. The Respondent did not pay the accrued fine in the amount of \$29,750.00 (May 4, 2020- August 31, 2020, 119 days at \$250.00 per day), nor pay the administrative fee in the amount of \$75.00 for a total amount of \$29,825.00.
6. Due to noncompliance with the Order of Enforcement, a Notice of Hearing was served on the Respondent stating a hearing to impose lien would take place on November 19, 2020.

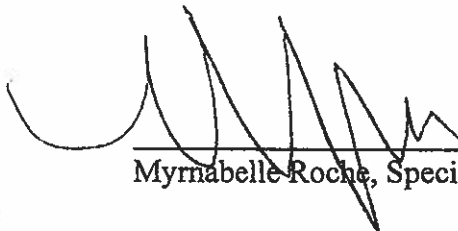
B. CONCLUSION OF LAW:

1. Respondent, by reason of the foregoing facts, is in violation of Town Code and has not complied with the Order of Enforcement.

C. ORDER/IMPOSITION OF LIEN:

1. The Special Magistrate certifies that a fine in the amount of \$29,825.00, has accrued as of the date of this hearing for non-compliance with the Order of Enforcement previously entered in this case.
2. This Order may be recorded in the Public Records of Lee County, Florida or in any other county in the State of Florida where Respondent owns property and if so recorded shall constitute a lien against the Property and any other real or personal property that Respondent owns in Lee County or other county in the State of Florida.

ORDERED this 19th day of November, 2020, and executed this 4 day of DECEMBER 2020.


Myrnabelle Roche, Special Magistrate

APPEAL: An aggrieved party may appeal an Order of the Special Magistrate of the Town of Fort Myers Beach to the Lee County Circuit Court. The appeal shall be limited to appellate review of

the record created before the Special Magistrate. An appeal shall be filed within thirty (30) days of the execution of the Order to be appealed.

PAYMENT OF ADMINISTRATIVE COSTS AND FINES: Checks should be made payable to "Town of Fort Myers Beach," include the case number and mailed to:

Town of Fort Myers Beach
Attention: Code Enforcement
2525 Estero Boulevard
Fort Myers Beach, FL 33931

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Order was sent by U.S. Mail on the 22 day of December, 2020 to:

Timothy M. Thiel
P.O. Box 1355
Lockport, NY 14095

Timothy M. Thiel
464 Washington Ct.
Fort Myers Beach, FL 33931

Wt Sch
Code Compliance Coordinator

I certify this document to a be true and correct copy of the original on file in Town Hall, Fort Myers Beach, State of Florida, County of Lee.

BY: Wt Sch
Dated 12/22/2020



US POSTAGE
\$ 00.65
First-Class

THIEL TIMOTHY M
464 WASHINGTON CT
FORT MYERS BEACH, FL 33931

T 33.9 NEE 1 920C0011/07/20

THIEL
7158 GROFF RD
LOCKPORT NY 14094-9404

14094-9404
63734 C001
FWD

140949453

FMB.gov • 2525 Estero Boulevard, Fort Myers Beach, FL 33934 1-800-334-3344



Town of Fort Myers Beach

NOTICE OF CODE ENFORCEMENT HEARING

2525 Estero Blvd Fort Myers Beach, Florida 33931

Phone: 239-765-0202 Fax: 239-765-0909

11/3/2020

TOWN OF FORT MYERS BEACH,

Petitioner,

vs.

THIEL TIMOTHY M
464 WASHINGTON CT
FORT MYERS BEACH, FL 33931,

Respondent.

Case Number:	CE19-0214
Certified Mail:	7020 1810 0000 3852 5130
Regular Mail:	11/3/2020

Site Address: 464 WASHINGTON CT

Parcel Strap No.: 294624W20110C0160

AMENDED NOTICE OF CODE ENFORCEMENT HEARING TO IMPOSE LIEN

YOU ARE HEREBY NOTIFIED that, pursuant to Chapter 2, Article V of the Town of Fort Myers Beach Land Development Code, the undersigned Code Enforcement Officer has documented that the violation and/or fine(s), as described in the **CODE ENFORCEMENT ORDER**, previously provided to you, exists regarding the above-described property. A Hearing before the Town's Code Enforcement Special Magistrate concerning the violation and/or fine(s) has, therefore, been scheduled for:

11/19/2020 at 11:00 A.M. in the Council Chambers at Town Hall, located at 2525 Estero Boulevard, Fort Myers Beach, Florida.

A copy of the previously issued **CODE ENFORCEMENT ORDER** is attached hereto and incorporated herein by reference.

NO ADDITIONAL NOTICE OF THE HEARING WILL BE PROVIDED TO YOU. If you fail to attend this hearing, the Code Enforcement Special Magistrate will consider the case, even though you are not present, and may assess fines or take other actions that will affect your rights. If you believe you have come into compliance, it is **your** responsibility to contact the Code Enforcement Division so that an inspection can be performed to determine compliance.



Town of Fort Myers Beach

NOTICE OF CODE ENFORCEMENT HEARING

2525 Estero Blvd Fort Myers Beach, Florida 33931

Phone: 239-765-0202 Fax: 239-765-0909

Steve Wick

Code Enforcement Officer

Town of Fort Myers Beach

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE SPECIAL MAGISTRATE WITH RESPECT TO ANY MATTER CONSIDERED AT HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSE MAY NEED TO ENSURE AT THEIR OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE TOWN CLERK FOR THE TOWN OF FORT MYERS BEACH, 2525 ESTERO BLVD. FORT MYERS BEACH, FL 33931; TELEPHONE NUMBER (239) 765-0202 EXT 1400, WITHIN 2 WORKING DAYS PRIOR TO THE MEETING DATE.

January 13, 2021

Physical Address:

2525 Estero Boulevard
Fort Myers Beach, FL 33931

Phone:239-765-0202, Fax:239-765-0909

Re: 464 Washington Ct.

Ladies and gentlemen,

As you may know from file review, this harassment has been going on since 2016 and only after I stopped allowing the Richardson's from using my property for free.

After spending thousands of dollars, using materials approved by the town, the cul-de-sac still ponds.

Fortunately Mother Nature did an irrefutable topographic survey as evidenced by the ponding after a storm event and after the weed barrier was replaced.



Photo taken by neighbors 09/10/2020 after weed barrier replacement.

You can clearly see that my property has more ponding impact than the Richardson's.

I wanted to come to my home to speak with the town in person but the travel between New York and Florida was precluded then allowed shortly, then precluded once again.

Then, I tested positive for corona and had to quarantine. Feel free to contact the Niagara County Health department to verify.

The alleged fine amount is extrapolated per rate and days elapsed. Please eradicate in its entirety and remove any and all liens imposed.

I will reiterate, there were no complaints filed by Warren Babcock (Cindy Richardson's father and owner prior to passing). He was a great neighbor and a true gentleman.

The ponding will not be eliminated unless the town installs formal storm drainage. I checked and the town does not have a civil engineer and this is not on their radar.

I am a civil engineer (State University of New York at Buffalo), a land surveyor tested and nationally licensed in Pomona California. I am a certified wetlands delineator through Penn State University. I am an expert witness on hydrology cases in Buffalo, NY and Scranton Pa.

Federal wetlands delineator (USACOE) via Penn State University.

While I have no desire to go to court over this. I am more than confident that I would prevail.

By the way, I am still working for a living and have active projects with very satisfied clients. All projects include hydrology analysis.

I am a Florida resident but still work in many states. I have designed, permitted and installed drainage components in Florida specifically in Tampa, Jacksonville and consulted in Miami.

I implore the town forces to back up your technical claim that my postage stamp property impacted the Richardson's property. This would include but not limited to;

1. Site visits and field observation reports during or immediately after storm events (I can provide forms to fill in the blanks)
2. Runoff calculations showing hard surface areas and contributing entities.
3. History of past correspondences relative to storm drainage.
4. Current detailed topographic survey.
5. All neighbor's testimonies.
6. Storm statistics for the area going back to at least 2009.
7. Dismiss any and all claims and fines.



Above picture taken 3 days after alleged due date showing all old weed barrier had been removed



Ponding across cul-de-sac after barrier removal – entire cul-de-sac ponds



PONDING AFTER WEED BARRIER REMOVAL



PICS TAKEN BY NEIGHBOR AFTER BARRIER REMOVAL



TAKEN BY NEIGHBOR AFTER WEED BARRIER REMOVAL



AFTER REMOVAL - WATER HAS NO FORMAL TOWN DRAIN

THIS IS A MUNICIPAL ISSUE

We have complied with every complaint issued. I just wonder what the next complaint will be.

Please rescind that action in its entirety and deny future like claims that are not based on true engineering design.

I look forward ending this once and for all.

Sincerely,

Tim Thiel, SPEC – site planning – project management –environmental consulting- civil design

PLEASE FIND THE BELOW PREVIOUS CORRESPONDANCE THAT ADDRESSED ALL COMPLAINTS AT THAT TIME.

August 29, 2019

Hello Carl,

As you know, the original notice went before a magistrate and **it was determined that no additional action was required.**

I fear the Richardson's are using you and your department to harass us.

Having said that, there are a few inaccuracies in your narrative.

Please see the comments in red.

Tim and Denise Thiel,

Since we last communicated I have reviewed all of the issues associated with the pending Notice of Violation regarding the property at 464 Washington Ct that pertain to the illicit drainage notices you have received. Included in this email are photo examples to illustrate the points that need to be addressed on the property. The Town's concern with these issues are limited to keeping water runoff from your property from causing any issues with neighboring properties.

First, the samples you supplied were helpful in determining that the aggregate and the underlayment in the ~~front~~ **(rear; our improvements are in the rear yard, not front)** yard meet the Town's pervious material requirements. However secondly, there are two issues that still need to be addressed: 1) Is the downspout in the front of the home discharging water towards the neighboring property 474 Washington Ct.



Zillow 2013 pic 474 outfall is the same distance to property line as 464

464 conditions have not changed in this area. 474 changed by removing grass, encroaching 464 by at least 4', added encroaching invasive species plantings (1 being poisonous) and installed shells as a finish material. You personally stated that shells are not an acceptable material.

and 2) The underlayment shown in the pictures of the back (side and front yard – existed condition prior to our purchase) yard do not meet the Town's code regarding pervious materials. Pre purchase material is so old that it has disintegrated due to UV degradation.

Therefore, you are currently in violation of the following ordinances: Is it legally incumbent for me to remedy a condition that existed well prior to my purchase?

According to Chapter 6, Section 6-2 (ff) of the Town's Land Development Code and Section 507.1 of the Town's Property Maintenance Code:

SECTION 507 STORM DRAINAGE. General. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance. 474 installed raised grade, eliminated grass, added irrigation and installed impervious shells that DO NOT meet town code. Point sources of stormwater discharge from private property directly onto the beach are prohibited. This prohibition includes drainage collected from parking lots or other paved surfaces and storm water from roofs or buildings. **474** garage roof drain has more contributing area to the downspout than my front porch and single car garage which is equidistant to the common property line. Why am I in violation and they are not?

Also, SECTION 304.7 ROOFS AND DRAINAGE. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

The following methodologies can resolve the issues so the code case may be abated.

1) The picture showing the downspout on the front of the home (464 Washington CT_CB_7-1-19.JPG) shows added discharge (not added, pre-existing prior to purchase) from the middle of the home towards the neighboring property (474 Washington Ct). The Town suggests that the downspout be shortened so that the water is not concentrated towards the neighboring property. This can also be done by cutting relief holes along the existing downspout to relieve most of the water as it travels down the downspout on to your property as shown in the second attachment (464 Washington CT_CB_7-1-19 Suggestion.jpg). I drilled 8 holes per your suggested picture. I did this only to end this ridiculous cycle.

2) Included are a couple of pictures that show the underlayment in the back portion (your pic shows the east side yard and front of my property that was all installed by the previous owner with no complaints filed. I improved the back yard and the west side yard and proved that everything I did complied with town standards with samples and ASTM testing specifications.) This was reviewed and dismissed.

of your property (464 Washington Ct_jk-042519 (3), (12), (13), & (18)) that does not comply with the Town's pervious material requirements. The underlayment shown is a PVC product that displaces more water than it allows through which causes issues with water runoff. The Town would like to see proof that the same underlayment in the front of the house in the same used in the back of the property. Without that evidence the Town would require you to replace the back (you are mistaken, I only did work on the back portion which complies with town standards.)

portion of the property with the same underlayment brought in to Town Hall. This would resolve the remaining issues on the property regarding water runoff.

If the above actions are taken to address the issues this code case has mentioned then the case can be abated without any further actions being taken by the Town. I hope this answers any questions or concerns you may have on the case. Feel free to reach out to me for any further assistance in the matter.

You will be receiving a **Notice of Violation** and a **Notice of Hearing** which will be heard on **October 10th special magistrate hearing**. In lieu of appearing at the Special Magistrate hearing, the Town offers a **Compliance Agreement** (attached to email) which allows you the opportunity to come into compliance with the Town's codes within a mutually acceptable period of time.

If you would like to submit the **Compliance Agreement**, please review the attached agreement and set up a time to come to Town Hall and meet with me or Daphnie Bercher so the paperwork can be signed. The **Compliance Agreement** will give you until **September 1st** to come into compliance. If you have not come into compliance by that date, a **fee of \$250 per day** will be assessed on the property until you come into compliance. The Town is willing to work with you, but request your cooperation. I hope this answers any questions or concerns you may have on the case. Feel free to reach out to me for any further assistance in the matter.

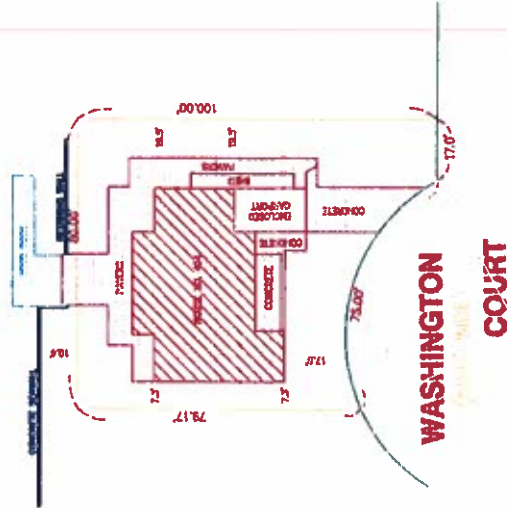
Carl Bengé

Code Compliance Officer
Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, Florida 33931
Office : (239) 765-0202 x 1307
Fax : (239) 765-0909

THIS DRAWING IS INTENDED FOR PROPERTY TRANSFER ONLY.



WATERWAY



WASHINGTON COURT

DRAWING SERVICES BY: S.P.E.C. TECHNOLOGIES Site Planning Project Management Environmental Consulting Construction Services/Civil Design Leesport, NY 14096 P.O. BOX 1366 (716) 459-6983	
DATE: 11/14/03	
PROJECT: 1403	
SHEET: 1	
SUBMITTAL: 1	
REVISIONS:	
HOUSE LOCATION	OTHER
REDATE	
CERTIFICATION	

Town of Fort Myers Beach**RECEIPT**

Number: c1525

FEES PAID

Record Type	Record Number	QTY	Description of Fee	Account Number	Amount of Fee
CASE	CE19-0214		Lien Reduction	01.000.329.3120	\$200.00
TOTAL PAID					\$200.00

Date of Payment **1/20/2021**
Paid By **Denise Thiel**
Method of Payment **CHECK 331**

From: Daphnie Bercher
Sent: Monday, June 8, 2020 11:46 AM
To: 'Tim Thiel' <tmtthiel@aol.com>
Cc: Kristin Schumacher <Kristin.Schumacher@fmbgov.com>; Steve Wick <Steve.Wick@fmbgov.com>
Subject: RE: TFMB Code Case CE19-0214

Mr. Thiel,

After further review of the Governor's orders, there are no more "hot spots" that restrict travel into Florida. Governor DeSantis' Executive Order 20-82 dated March 23, 2020, states:

"I hereby direct all persons whose point of departure originates from outside the State of Florida in an area with substantial community spread, to include the New York Tri-State Area (Connecticut, New Jersey and New York), and entering the State of Florida through airports to isolate or quarantine for a period of 14 days from the time of entry into the State of Florida or the duration of the person's presence in the State of Florida, whichever is shorter."

Travel is no longer restricted into Florida from New York and the construction industry, Home Depo, Lowes's etc. was never restricted or shut-down. Even though quarantine is required from travelers from New York, your matter can be dealt with either over the phone, you can personally take care of it at your house, or you can hire a contractor to eliminate the illicit drainage issues on your property.

The hearing before the Special Magistrate regarding your matter was heard on March 4, 2020, wherein the Special Magistrate ordered compliance within 60 days. Our next Special Magistrate hearing is August 20, 2020. The Town will allow additional time for compliance to factor in the 2 week quarantine period ordered by the Governor. To allow for the Governor's required quarantine and past COVID travel restrictions (prior to the Governor signing the Order on March 23, 2020), your new compliance date is August 15, 2020 (more than 60 days from today's date).

You will receive a Notice of Hearing for the August 20, 2020, Special Magistrate hearing. If you come into compliance prior to that date, please contact Mr. Wick, who will take your matter off the hearing agenda.

Thank you.

Daphnie Bercher
Community Services Administrator
Town of Fort Myers Beach
239-765-0202

From: Tim Thiel [<mailto:tmtthiel@aol.com>]
Sent: Thursday, June 4, 2020 3:55 PM
To: Steve Wick <Steve.Wick@fmbgov.com>
Cc: Daphnie Bercher <DaphnieB@fmbgov.com>; Kristin Schumacher <Kristin.Schumacher@fmbgov.com>
Subject: Re: TFMB Code Case CE19-0214

Hi Steve

I had trouble getting to you but was able to speak with Daphnie. Based on the pandemic I have not been legally allowed to travel back to my home in Florida by presidential and governor executive orders.

I am hereby memorializing my conversation with Daphnie which is simply that no fines will be assessed and no liens will be filed until 60 days after New York State and Florida allow mutual unencumbered travel.

My address is officially 464 Washington Court. The town continues to try to communicate to a defunct PO box abandoned when I became a Florida resident a couple years back. Please rectify on your end.

I hope you and your family are all well.

Thanks Steve.

Tim

SPEC Technologies, LLC

Timothy M. Thiel, Principal
S.P.E.C. Technologies, LLC
716-523-7427

7158 Groff Road
Lockport, NY 14094

Visit us at: specTechUSA.com

-----Original Message-----

From: Steve Wick <Steve.Wick@fmbgov.com>

To: tmtthiel@aol.com <tmtthiel@aol.com>

Cc: Daphnie Bercher <DaphnieB@fmbgov.com>; Kristin Schumacher <Kristin.Schumacher@fmbgov.com>

Sent: Thu, Jun 4, 2020 9:24 am

Subject: TFMB Code Case CE19-0214

Mr. Thiel,

As per the 3/4/2020 meeting with the Town Special Magistrate, you were given 60 days to bring your property into compliance regarding a drainage violation. Per the decision of the Special Magistrate, beginning May 4, 2020 (day 61), the Town has been assessing a \$250.00/day fine against you for failing to comply with Town Ordinance.

In the coming days, you will receive a notice of hearing to impose a lien regarding this matter.

Regards,

Steve Wick, M.S., CFM
Coastal Resources / Certified Floodplain Manager
Town of Fort Myers Beach
239-478-9270



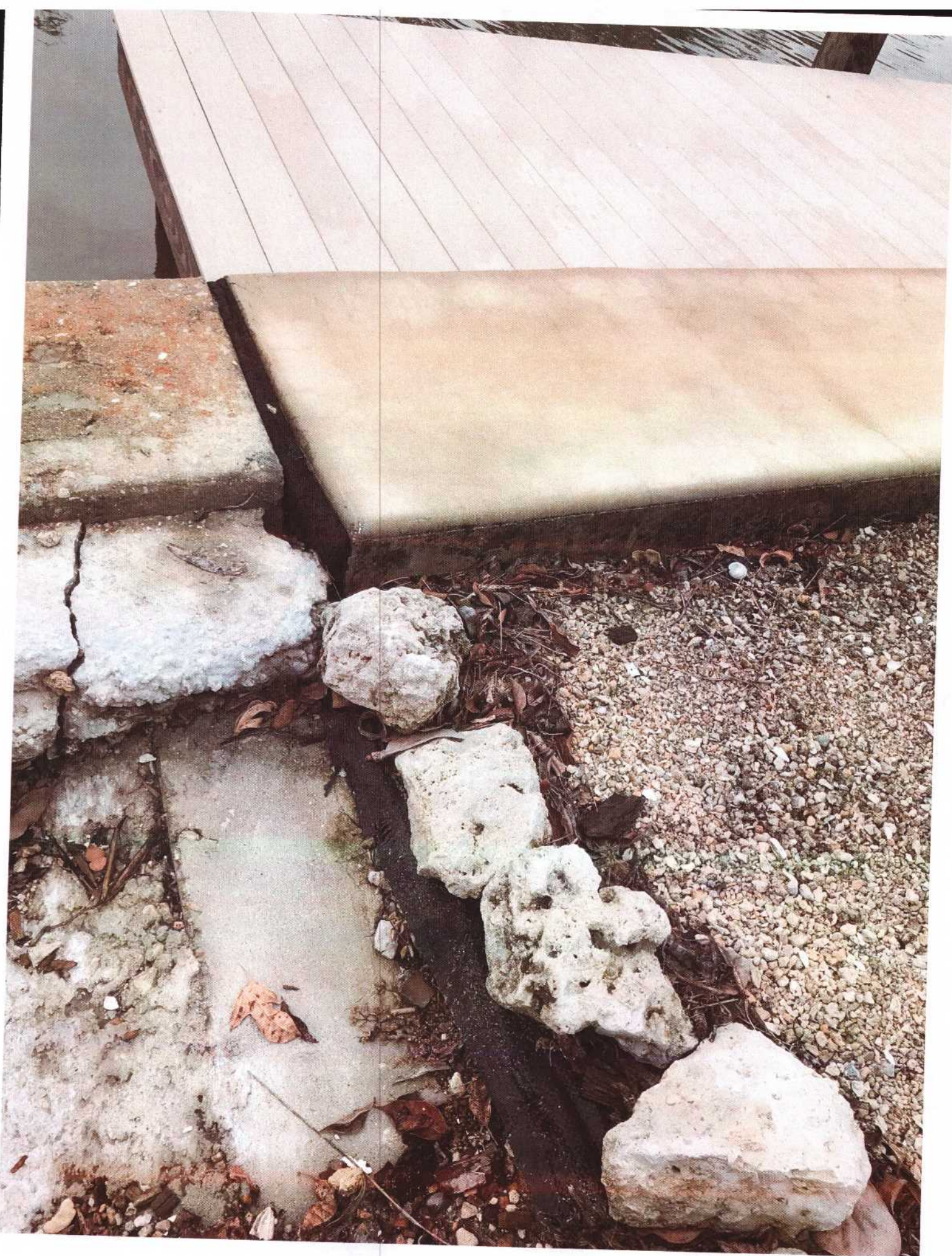
FMBgov.com

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

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1. Requested Motion:

Meeting Date: March 1, 2021

Approve the trade in and purchase of the replacement vehicle from Nextran Isuzu Truck Center of Fort Myers in the amount of \$33,331.64 after trade-in credit, as budgeted in FY21 budget, piggybacking Florida Sheriff Association Contract FSA20-VEH18.0, and authorizing trade in of Isuzu Truck.

Why the action is necessary:

This is a 2014 Isuzu NPR Truck (vehicle #21) that will be traded in for an Isuzu Truck that can accommodate and dump loads. Funding has been set aside and is available for the purchase.

What the action accomplishes:

Replacement and purchase of authorized vehicle using Capital Improvements funding, account code 40.10.5541.64500.005

2. Agenda:

ADMINISTRATIVE AGENDA

3. Requirement/Purpose:

Other

4. Submitter of Information:

Chelsea O'Riley, Public Works
Director

5. Background:

The purchasing policies allow the Town to purchase goods under a contract awarded by another governmental entity if the purchase is advantageous for the Town. Staff has identified another governmental entity - Florida Sheriff Association Contract: FSA20-VEH18.0 Heavy Trucks. The Finance Director has reviewed the bid and determined that this purchase methodology would be advantageous for the Town.

1. This truck has a dump truck body with two 72 inch side loading gates to accommodate our Tractor and Bobcat for loading purposes.
2. It will have a folding liftgate that allows it to tuck underneath the dump box, so it's not obstructing when dumping.
3. This is a commercial truck with a 14,000 pound towing capability.
4. It has a gas engine that is better suited to our use; staff does not perform long-haul highway trips, so the regeneration of the diesel system cannot be accomplished here on the island due to short trip length. We've had frequent repairs associated with the diesel regeneration systems.
5. The truck is aging and frequent use on the sandy beach has caused a lot of corrosion. Expensive future service needs would not be covered by any form of warranty because of the age of the vehicle.
6. Delaying the trade-in would further depreciate its value, requiring a greater financial investment; getting less back as a trade in along with the additional service investments.

Trade in value (credit) for Isuzu is \$26,000.

Attachments:

1. Isuzu 2021 Dump truck with 72 inch fold down gates and folding liftgate NEXTRAN

Financial Impact:

6. **Alternative Action**

Do not approve.

7. **Management Recommendations:**

Approve requested motion.

8. **Recommended Approval:**

Randy Paniagua, Administrative Officer
Chelsea O'Riley, Public Works Director
John R Herin Jr, Town Attorney
Amy Baker, Town Clerk
Roger Hernstadt, Town Manager

Created/Initiated - 2/22/2021
Approved - 2/22/2021
Approved - 2/23/2021
Approved - 2/23/2021
Final Approval - 2/23/2021



NEXTRAN ISUZU TRUCK CENTER FORT MYERS

Matthew Fleming | (239) 334-7300 | m Fleming@nextranusa.com

Town of Fort Myers Beach basic with dump and tuck away



Current report content is based on data as of 2021-02-09 12:53:27. Any performance-related calculations are offered solely as guidelines. Actual vehicle performance will depend on your operating conditions. All information, specifications and pricing in this application are based on the latest information available. Isuzu Commercial Truck of America, Inc. reserves the right to discontinue or change, at any time, without prior notice, the pricing, specifications, options, materials, equipment, design and models.



NEXTRAN ISUZU TRUCK CENTER FORT MYERS

Matthew Fleming | (239) 334-7300 | mfleming@nextranusa.com

Town of Fort Myers Beach basic with dump and tuck away (2020 NPR-HD Gas Cab Chassis, 1F2 132.5", 14,500 GVWR. White, Standard model specifications with power windows and door locks

Pricing Summary

Pricing Summary	MSRP
Base Price	\$49,168.00
Destination Charge	\$1,325.00
DEF Fill Charge	\$0.00
Total Options Price	\$200.00
Tire Weight Tax	\$26.64
Total	\$50,719.64

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Matthew Fleming | (239) 334-7300 | m Fleming@nextranusa.com

Town of Fort Myers Beach basic with dump and tuck away (2020 NPR-HD Gas Cab Chassis, 1F2 132.5", 14,500 GVWR. White, Standard model specifications with power windows and door locks

Quote Worksheet

	MSRP
Base Price	\$49,168.00
Destination Charge	\$1,325.00
DEF Fill Charge	\$0.00
Total Options	\$200.00
Subtotal	\$50,693.00
Battery, Tire and Waste Fee (BTW)	\$9.00
Custom 12ft aluminum landscape body, 2ft x 4ft x 8ft fixed body toolbox with a cone rack, dumping, a tarp cover, 72"x24" side fold down gates and a tuck away lift gate	\$17,770.00
Vynl seat covers	\$650.00
Fleet discount	(\$-1,200.00)
4 corner strobe package	\$1,150.00
Subtotal Additional Equipment	\$18,379.00
Subtotal Miscellaneous Equipment	\$0.00
Pre-Tax Subtotal	\$69,072.00
Less Customer Discount	(\$-9,767.00)
Subtotal Discount	(\$-9,767.00)
Trade In	(\$-26,000.00)
Subtotal Trade-In	(\$-26,000.00)
Taxable Price	\$33,305.00
Sales Tax	0% \$0.00
Tire	\$26.64
Weight	
Tax	
Subtotal Taxes	\$26.64
Discretionary Tax	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Less Post-tax Customer Discount	\$0.00
Subtotal Discount	\$0.00
Total Sales Price	\$33,331.64

Comments

Thank you for the opportunity to quote your truck needs.

 2/9/2021
Dealer Signature/Date

Customer Signature/Date

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Standard Equipment Summary

Code	Description
Tires	
I5H	LRR (low rolling resistance)
Engine	
L8T	GMPT 6.6L (400 CID) V8 gasoline engine; 350 HP at 4500 RPM; 425 lb-ft torque at 3800 RPM; precise fuel control direct injection technology; electronic throttle control; overhead valves with variable valve timing; heavy duty cast-iron cylinder block with six-bolt main-bearing cap; cast aluminum cylinder heads; forged steel crankshaft; stainless steel exhaust manifold.
Transmission	
MYD	6L90-E Hydra-Matic, 6-speed automatic with lock-up converter and overdrive. Ratios: Gear and Ratios 4.027, 2.364, 1.532, 1.152, 0.0852, 0.667, Rev. 3.064:1
Wheelbase	
IA9	132.5 inches, includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 7.20 in ³ RBM 316,800 lb./ft./in. per rail.
Air Cleaner	
KNX	Dry paper single element. Air cleaner canister standard with air restriction gauge.
Alternator	
KW7	170 Amp. output with integral regulator.
Battery	
IL3	Single Delco 12-V maintenance free 750 CCA frame mounted battery box
Exhaust	
I41	Single horizontal aluminized steel with catalytic converter and oxygen sensor devices.
Front Axle	
ID2	"I"-beam rated at 6,830 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.
Front Suspension	
I0K	7,220 lbs. Capacity semi elliptical tapered leaf spring. Includes shock absorbers and stabilizer bar.
Front Wheels	
IB9	19.5" x 6", 6-hole disc, painted white
Front Tires	
I8B	225/70R19.5G (14 ply) tubeless Radial, all season tread
Rear Suspension	
I8J	12,900 lbs. Capacity semi elliptical; main and auxiliary multi- leaf spring. Includes shock absorbers.
Rear Axle	
ID3	Single-speed, 14,550 lb. capacity with oil lubricated rear wheel bearings.
Ratio	
092	4.300:1
Rear Wheels	
IC1	19.5" x 6", 6-hole disc, painted white
Rear Tires	
I9B	225/70R19.5G (14 ply) tubeless Radial, all season tread.
Fuel Tank	
A17	38.6 gal. rectangular fuel tank. Mounted between frame rail with electric type fuel pump (mounted in tank). Through the rail fuel fill.
Seat	
AQB	Driver seat is reclining high back. Two single occupant fold down seats with tray backs.
Brakes	
IR8	Dual circuit, vacuum assisted hydraulic with EBD (Electronic Brake Distribution). Disc front and self-adjust outboard mounted

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NEXTRAN ISUZU TRUCK CENTER FORT MYERS

Matthew Fleming | (239) 334-7300 | mfleming@nextranusa.com

Town of Fort Myers Beach basic with dump and tuck away (2020 NPR-HD Gas Cab Chassis, 1F2 132.5", 14,500 GVWR. White, Standard model specifications with power windows and door locks

Standard Equipment Summary

Code	Description
	drum rear. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard. 4 channel anti-lock brake system.
Air Conditioning	
C60	Air conditioner
Power Windows & Door Locks	
IL0	Yes
Model Option	
04	White, Standard model specifications with power windows and door locks
Accessories	
IX2	Rear body dome lamp switch
8RP	AM/FM/CD radio with Aux input/USB port and Bluetooth RPO

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Warranty

Coverage	Warranty Limitations (Time or Mileage, Whichever Comes First)		Percent of Dealer's Normal Charge Paid by Owner	
	Time	Vehicle Miles	Parts	Labor
Basic	0-3 Years	0-36,000	No Charge	No Charge
Engine	0-5 Years	0-75,000	No Charge	No Charge
• Transmission	0-5 Years	0-75,000	No Charge	No Charge
• Drive Axle				
• Driveshaft				
• Front Axle I-Beam				
• Crossmembers				
Frame Rails	0-3 Years	0-36,000	No Charge	No Charge
Frame Rails	3-5 Years	Unlimited	50%	50%
Engine Emissions Control System	0-5 Years	0-50,000	No Charge	No Charge
Engine Emissions Control System California	0-3 Years	0-50,000	No Charge	No Charge
Engine Emissions Control System California	0-7 Years	0-70,000	No Charge	No Charge
Tires	0-2 Years	0-24,000	No Charge	No Charge
Corrosion (Rust Through)	0-4 Years	Unlimited	No Charge	No Charge

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1313 17th St. E. Palmetto, FL 34221

OFFICE: (941)729-8196

Premiertruckcenterllc.com

Fax # (941) 729-8251

Quote

Date	Quote No.
2/7/2021	9170

Name / Address
Nextran Truck Center Ft. Myers 4816, 2150 Rockfill Rd Fort Myers, FL 33916

Ship To
Matt Flemming

Job#					
Year / Make / Model	P.O. No.	Terms	Rep	Vin #	
'21 Isuzu		Due on receipt	JL	TBD	
Quantity	U/M	Description			Price
1		Fab & install 12' Aluminum dump body Solid headboard 3/16" smooth floor 3" channel crossmembers 12" O/C 6" Channel longills 48" solid sides & barn doors 72" x 24" fold down section on both side at front of body Full width rear skirt DOT lights and reflectors Mudflaps Weight slip, second stage MSO			
1		HOIST, VC516ED double acting power unit			
1		Manual tarp roller with tarp and fixed step			
1		BP 96 x 48 x 24 DIAMOND TREAD ALUMINUM STRAIGHT SIDE BACKPACK TRUCK TOOL BOX - COMPRESSION LATCH, includes rack on top for cones			
1		TE20LST2214-955..2000LBS capacity liftgate 36" x 80" steel platform..Bolt-on single step kit with pre installed 14" rubber bumpers			
1		Pick up / Delivery			

Quote must be signed and include vehicle information (make, year, model, VIN) and emailed to sales@premiertrucksfl.com before work commences on the job.

Signature _____

Subtotal	\$17,770.00
Sales Tax (0.0%)	\$0.00
Total	\$17,770.00

