Fort Myers Beach Town Council

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

AMENDED Agenda **Tuesday, February 17, 2026** **9:00 AM**

ORDER OF BUSINESS

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. APPOINTMENT TO FILL VACANT TOWN COUNCIL SEAT #4 (TERM ENDING NOVEMBER 2026)

A. Interview and Appointment of One Applicant to Town Council Seat #4
Town Council members will interview and appoint one of three applicants to the Town Council vacant seat #4

B. Public Comment Related to the Appointment of Town Council Seat #4

C. Candidate Interviews

1. James S. Boan

    1. Opening Statement (5 minutes)
    2. Town Council Question Period
    3. Response/Clarifying Question Period

2. Thomas Brady

UPDATED

    1. Opening Statement (5 minutes)
    2. Town Council Question Period
    3. Response/Clarifying Question Period

3. John McLean

    1. Opening Statement (5 minutes)
    2. Town Council Question Period
    3. Response/Clarifying Question Period

D. Town Council Deliberation and Announcement of Vote

V. OATH OF OFFICE

A. Oath of Office

Administration of Oath of Office to Appointee for Town Council Seat #4

VI. RECESS (15 MINUTES)

VII. APPROVAL OF FINAL AGENDA

VIII. PUBLIC COMMENT

IX. LOCAL ACHIEVEMENTS AND RECOGNITIONS

X. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

XI. APPROVAL OF MINUTES

A. Town Council - February 2, 2026

XII. CONSENT AGENDA

XIII. ITEMS REMOVED FROM CONSENT AGENDA

XIV. PUBLIC HEARINGS

A. Resolution 26-020, VAR20250220- 173 Gulf Island Drive

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE 20250220, REQUESTING A VARIANCE FROM SECTION 34-638(d)(6)b.3 OF THE LAND DEVELOPMENT CODE TO REDUCE THE REQUIRED 20-FOOT SIDE STREET SETBACK BY 11.9 FEET TO ALLOW A 232-SQUARE-FOOT DECK FOR THE EXISTING SINGLE-FAMILY RESIDENCE IN THE RS ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 173 GULF ISLAND DRIVE, GENERALLY REFERRED TO AS STRAP NUMBER: 29-46-24-W2-0050C.0120 IN FORT MYERS BEACH; AND PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

B. Resolution 26-015, SEZ20250271, 166/168 Coconut Drive

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/DENYING SPECIAL EXCEPTION SEZ20250271, A REQUEST TO INCREASE THE NUMBER OF BEDROOMS IN A TWO-FAMILY RESIDENCE WHILE UTILIZING THE POST-DISASTER BUILDBACK CODE OF THE LDC SECTION 34-3238(2)(E)(4)(A), FOR THE PROPERTY LOCATED AT 166/168 COCONUT DRIVE, GENERALLY REFERRED TO AS STRAP NUMBER: 29-46-24-W2-0070A.0160 IN FORT MYERS BEACH; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

C. Ordinance 25-20; CPD2025-0203, 175 Sterling Ave. (FMB Woman's Club)

This quasi-judicial agenda item is a Second Reading and Final Public Hearing on proposed Ordinance 25-20.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING/APPROVING WITH CONDITIONS/ DENYING A REZONING TO A COMMERCIAL PLANNED DEVELOPMENT (CPD) FOR THE PROPERTY LOCATED AT 175 STERLING AVENUE, A PARCEL GENERALLY IDENTIFIED AS STRAP NUMBER 33-46-24-W2-00004.0000 TOWN OF FORT MYERS BEACH FROM INSTITUTIONAL TO ALLOW FOR THE REDEVELOPMENT OF THE PROPERTY FOR THE FORT MYERS BEACH WOMAN'S CLUB; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

D. Ordinance 26-01; Town Council Compensation Salary Waiver Clarification

This legislative agenda item is a Second Reading and Final Public Hearing on proposed Ordinance 26-01.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2-19 "COMPENSATION," OF CHAPTER 2, "ADMINISTRATION," OF THE CODE OF ORDINANCES OF FORT MYERS BEACH, FLORIDA TO: 1) ALLOW TOWN COUNCIL MEMBERS AND THE MAYOR TO BE PAID AS PROVIDED IN THE TOWN CHARTER AND TO VOLUNTARILY WAIVE RECEIPT OF A SALARY AS AUTHORIZED BY THE CHARTER OR BENEFITS ASSOCIATED WITH THEIR SERVICE ON THE TOWN COUNCIL; AND 2) REAFFIRM THAT TOWN COUNCIL MEMBERS AND THE MAYOR MAY BE REIMBURSED FOR REASONABLE AND NECESSARY EXPENSES INCURRED IN THE PERFORMANCE OF OFFICIAL TOWN DUTIES, SUBJECT TO APPLICABLE LAW, THE TOWN CHARTER, AND ADOPTED TOWN AND TOWN COUNCIL POLICIES AND PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.

XV. ADMINISTRATIVE AGENDA

A. Resolution 26-040, 2026 TDC Grant Applications Authorization

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO APPLY FOR GRANT FUNDING THROUGH THE LEE COUNTY'S VISITOR AND CONVENTION BUREAU'S TOURIST DEVELOPMENT COUNCIL FOR BEACH AND SHORELINE FUNDING IN THE AMOUNTS OF $1,151,416 FOR BEACH AND SHORELINE MAINTENANCE, $26,267.00 FOR AN ACCESSIBILITY CAPITAL PROJECT AT ALBATROSS STREET, AND $150,000 FOR A CAPITAL PROJECT TO REPAIR THREE KAYAK LAUNCHES; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE ALL RELATED AND NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

B. Resolution 26-039; Authorizing Contract with Mauldin and Jenkins for Auditing Services

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AUTHORIZING THE TOWN MANAGER TO EXECUTE A THREE-YEAR CONTRACT WITH MAULDIN AND JENKINS FOR FINANCIAL AUDITING SERVICES IN THE AMOUNTS OF $59,300 FOR THE FIRST YEAR, $60,950 FOR THE SECOND YEAR AND $62,600 FOR THE THIRD YEAR, PLUS $5,500 FOR EACH ADDITIONAL MAJOR PROGRAM TO BE AUDITED; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AUDIT AND EXAMINATION ENGAGEMENT LETTERS FOR FISCAL YEAR 2025 ATTACHED TO THE CONTRACT AS EXHIBITS; PROVIDING FOR AN EFFECTIVE DATE.

C. Resolution 26-018, Tidal Basin First Amendment for 1-Year Renewal

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING A FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDAL BASIN GOVERNMENT CONSULTING LLC, TO EXTEND THE TERM OF THE SERVICE PROVIDER AGREEMENT FOR DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES TO FEBRUARY 23, 2027 BY THE EXERCISE OF THE FIRST OF THREE ONE-YEAR RENEWAL OPTIONS; INCORPORATING THE TOWN'S UPDATED STANDARD CONTRACT ADDENDUM PROVISIONS INTO THE AGREEMENT; INCREASING THE TOTAL NOT TO EXCEED BY $700,000; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT AND THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

D. Special Event: 4th Annual Red Grouper Bash

Off Duty Fishing Series is requesting to hold the 4th Annual Red Grouper Bash.

E. Special Event: St. Patrick's Day Parade

The Fort Myers Beach Woman's Club is requesting to hold a St. Patrick's Day Parade, contingent on approval from FMB Fire and LCSO including a requests for Estero Blvd to be shut down from 7:30 am until 11:30 am during the parade, and to waive the noise and open container ordinances.

XVI. FINAL PUBLIC COMMENT

XVII. TOWN MANAGER'S ITEMS

XVIII. TOWN ATTORNEY'S ITEMS

XIX. COUNCILMEMBERS ITEMS AND REPORTS

XX. ADJOURNMENT

NOTE: THIS MEETING IS STREAMED LIVE ON YOUTUBE.

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

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

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

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-227**

1. **Request:**

Meeting Date: February 17, 2026

Town Council members will interview and appoint one of three applicants to the Town Council vacant seat #4

Why the action is necessary:

This action is necessary to present the final appointment Policy and Procedure that was previously approved by Town Council, incorporating the changes and clarifications requested during the February 2, 2026 meeting. Presenting the final version ensures the official record accurately reflects Town Council's direction and the policy as adopted.

What the action accomplishes:

This action formally documents the final appointment Policy and Procedure as approved by Town Council, reflecting revisions requested during the February 2 meeting. The finalized policy establishes a clear, consistent, and transparent framework for Town Council appointment processes while maintaining flexibility.

2. **Agenda:**

APPOINTMENT TO FILL VACANT TOWN COUNCIL SEAT #4 (TERM ENDING NOVEMBER 2026)

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

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5. **Background:**

Historically, appointment-related practices were addressed within the Town Council Policies & Procedures Manual but were not organized as a standalone framework. To strengthen governance, Town staff and the Town Attorney developed a formal appointment Policy and Procedure that builds upon Council guidance and promotes a consistent and transparent appointment process. The proposed Policy and Procedure were presented to Town Council at the February 2 meeting, at which time Town Council approved the policy by resolution and requested specific refinements. Those refinements, including the removal of interview-related time constraints and flexibility in voting methods and interview formats, have been incorporated into the final document now being presented.

Attachments:

1. 26-035, Amending Procedural Rules to Add Appointment Procedures to Fill Vacancies on the Town Council Signed

Financial Impact:

There is no fiscal impact associated with this action. The finalized Policy and Procedure will be implemented using existing resources.

6. **Alternative Action**

7. **Management Recommendations:**

Management recommends acknowledgement and acceptance of the final appointment Policy and Procedure as presented, reflecting the revisions requested by Town Council at the February 2 meeting.

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 2/4/2026
nancy stuparich, Town Attorney	Approved - 2/9/2026
Amy Baker, Town Clerk	Approved - 2/9/2026
William McKannay, Town Manager	Final Approval - 2/9/2026

RESOLUTION NUMBER 26-035

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING THE TOWN COUNCIL'S POLICIES AND PROCEDURES MANUAL TO ADD SECTION 13 FOR THE INTERVIEW/SELECTION PROCESS FOR APPOINTMENT TO A VACANT TOWN COUNCIL SEAT IN THE EVENT OF A DECLARATION OF A VACANCY CONSISTENT WITH SECTION 4.06 OF THE TOWN OF FORT MYERS BEACH CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the State Constitution and Chapter 166 of the 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 services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

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

WHEREAS, in the recent past, the Town Council has amended its Policies and Procedures Manual by approval of Resolutions 23-182 and 24-178 and now desires to further amend its Policies and Procedures to provide for a uniform and transparent process for the appointment of individuals to fill vacancies consistent with Section 4.06 of the Town of Fort Myers Beach Town Charter; and

WHEREAS, adoption of this Resolution promotes public participation and is in the best interest of the Town and its residents.

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

Section 1. The foregoing "Whereas" clauses are ratified and confirmed as being true and correct, are the legislative and administrative findings of the Town Council and made a specific part of this Resolution.

Section 2. Section 13 as provided in Exhibit A shall be added to the Town Council's Policies and Procedures Manual and is approved.

Section 3. This Resolution shall take effect immediately upon its adoption by the Town Council.

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

Dan Allers, Mayor	Aye
Scott Safford, Vice Mayor	Aye
John King, Council Member	Aye
Rebecca Link, Council Member	Aye
Vacant, Council Member	N/A

ADOPTED this 2nd day of February 2026, by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

Dan Allers
Dan Allers (Feb 3, 2026 11:39:40 EST)

Dan Allers, Mayor

ATTEST:

Amy Baker (Feb 3, 2026 12:01:02 EST)

Amy Baker, Town Clerk

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

Nan[illegible]ch (Feb 2, 2026 16:52:22 EST)

Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this Feb 3, 2026.

EXHIBIT "A"

13. Interview and Selection Process for Vacant Town Council Seats
In the event of a vacancy on the Town Council pursuant to Section 4.06 of the Town Charter, the Town Council shall:

1. Declare and announce at a public meeting the reason for the vacancy.
2. Direct the Town Manager or designee to notify the public as soon as reasonably practicable, by the most appropriate means, including but not limited to posting on the Town's website, issuance of a press release, social media, or advertisement, that a vacancy on the Town Council has occurred. Such notice shall include instructions on how to apply to serve as a Town Council Member and notice that a Form 1 must be filed with the Florida Commission on Ethics pursuant to Florida law.
3. Appoint an individual who is qualified as provided in Section 4.01(c) of the Town Charter to serve as a Town Council Member for the remainder of the unexpired term.

To promote consistency and transparency and to ensure compliance with Florida's Government-in-the-Sunshine Law, the interview and appointment process shall be conducted during a publicly noticed meeting in the Sunshine.

INTERVIEW PROCESS FOR APPOINTMENT TO VACANT TOWN COUNCIL SEAT
The Town Clerk or designee shall administer the interview process on behalf of the Town Council.

PUBLIC COMMENT
Public comment shall be conducted in accordance with the Town Council's established public comment procedures. Members of the public may be offered the opportunity to provide general public comment during the designated public comment portion of the meeting or to provide public comment specific to the applicant interview agenda item prior to the commencement of applicant interviews, unless otherwise decided by the Town Council.

INTERVIEW FORMAT
Each applicant shall participate in the following structured interview process in a public meeting, which shall include the following components, unless otherwise decided by the Town Council:

1. Opening Statement
   Each applicant shall be provided with the opportunity to present an opening statement without interruption.
2. Standardized Question Period
   Each applicant shall be interviewed individually and asked the same set of questions.
3. Clarifying Question Period
   The Town Council may ask limited clarifying questions related to an applicant's prior responses.

TOWN COUNCIL DELIBERATION AND VOTE
Following conclusion of all applicant interviews:

- Town Council shall deliberate in a public meeting.
- Candidates shall not participate in Town Council deliberations
- The Town Council shall select the appointee by a majority vote, using a voting method determined by the Town Council and conducted in compliance with applicable law. The voting methods may include verbal or written ballot.

If no applicant receives a majority vote by eligible members, the Town Council may take alternative action, including but not limited to additional voting, continuation of the matter to a subsequent publicly noticed meeting, or readvertising the vacancy.

APPOINTMENT AND OATH
Upon appointment by majority vote:
• The appointment shall be announced on the record.
• The Oath of Office shall be administered immediately or at a future identified public meeting.

Nothing in this section shall be interpreted to supersede or conflict with applicable provisions of the Town Charter, the Code of Ordinances, Florida Statutes, or other applicable federal, state, or local laws. In the event of a conflict, the applicable law shall control.

Today's Date: JANUARY 20, 2026

Name: JAMES BOAN

Home Address: 21067 SAINT PETERS DR

Mailing Address: SAME

Email Address: jtam3@comcast.net

Phone Number: 630-234-0022

I request a Special Exemption per 119.071(4)(d)3 F.S. ☐ Y ☒ N
If yes, fill out a Public Records Exemption Request form and submit to the Town Clerk with this application.

I fully understand and acknowledge that, if appointed, I will be required to submit a Form 1 electronically to the Florida Commission on Ethics ☒ Y ☐ N

I plan to run for election in November 2026 to any open Town Council seats
UNDECIDED ☒ Y ☒ N

I have attached a recent copy of my resume or vitae ☒ Y ☐ N

I am qualified to serve and fulfill the role of a Town Council Member as required by the Town Charter ☒ Y ☐ N

I have adequate time to devote to service as a Town Council Member ☒ Y ☐ N

I have attached a statement of my interest and desire to serve the residents of the Town of Fort Myers Beach ☒ Y ☐ N

I swear and affirm that all information on this form is true and accurate to the best of my knowledge and belief.

Signed: James Boan

Date: 1/20/26

January 20, 2026
Town Council
6231 Estero Boulevard
Fort Myers Beach, Fl 33931
RE: Town Council Vacancy

Town of Fort Myers Beach

JAN 2 3 2025

Received by:_____

Honorable Mayor and Town Council Members:

Please accept this letter, as my request, to be considered for appointment to the open vacancy on the Town Council. I am enclosing the town application and the resume that was submitted for my appointment to the Local Planning Agency (LPA). I would like to share my work experiences and qualifications with you to explain why I feel I'm uniquely qualified for this seat.

MUNICIPAL ADMINISTRATION:

As a former Town Administrator (Manager) and Chief Of Staff, I was responsible for the day to day operation for a town of 70,000 people including a staff of approximately 350 employees. Operations included Police, Fire, Code Enforcement, Community Development (planning, zoning and building), Finance and Administration.

MUNICIPAL FINANCE:

I was responsible for the implementation of an annual operating budget of over $100 million dollars. I am familiar with budgeting, financial reports (audits), fund accounting, bonds (general obligation, revenue and special service area), and GASB standards.

MUNICIPAL EXPERIENCE

I have been both an elected (Kendal County Board Chairman) and an appointed government official. I am currently on the LPA. As an attorney, I have been appointed as corporate or special counsel for municipalities, governmental agencies, and park districts. I have also worked with counties, school districts and townships. I am familiar with and have drafted; ordinances, resolutions, development agreements, bid documents and grant proposals.

MISCELLANEOUS

I have served in various capacities on bar association committees. I was a member of the Let's Go FMB pier committee and am currently vice-president of the Mantazas Pointe HOA.

If appointed, I pledge that whatever compensation is associated with serving on the Town Council will be donated to a qualified local (beach) non-for-profit organization.

Thank you for your consideration.

Sincerely,

Jim Boan

Jim Boan

RESUME OF JAMES S. BOAN

JAMES S. BOAN (OF COUNSEL)

James Boan brings nearly 45 years of public service to the Odelson & Sterk, Ltd. team. He earned his undergraduate degree from the University of Illinois at Urbana-Champaign in 1973, his Master's Degree from George William College in 1978, and his Juris Doctorate from Northern Illinois University College of Law in 1983. He is admitted to practice in the U.S. District Court for the Northern District of Illinois.

Early in his career, Jim held Superintendent and Director positions with the Bolingbrook Park District. He served as Village Administrator and then Chief of Staff in Bolingbrook from 1997 until 2001 when he became Village Attorney, a position he has held for nearly 20 years. As Village Attorney, his practice focuses on local governmental matters, real estate, finance and taxation, and planning, zoning, annexation and land use.

Jim is active in the Will County Governmental League and the Illinois Municipal League Home Rule Attorneys Committee. He is a member of the Illinois State Bar Association and was the former Chairman of the Kendall County Board. In April 2011, the Bolingbrook Park District formally dedicated 27 acres of open woodlands as the James S. Boan Woods at the Hidden Oak Conservation Area in Bolingbrook in recognition of his many years of public service. Recently, Jim was awarded the Bolingbrook Chamber of Commerce Lifetime Achievement Award.

He joins the firm as Of Counsel where he will provide consultation on local government, finance, land use, zoning, and economic development matters.

RETIRED FROM LAW PRACTICE IN 2020

Additional involvement since Retirement

1. Mentoring young attorneys at my prior firm on zoning, land use and Local Government issues.
2. Member of "Let's Go FMB" -Pier Committee
3. Mantazas Pointe Homeowners Association-Vice President (2 Years)
4. Member Fort Myers Beach Local Planning Agency

Interests and activities

Biking, Pickleball, Live Music, Gardening

Today's Date: JANUARY 11, 2026

Name: THOMAS BRADY

Home Address: 339 MADISON CT, FORT MYERS BEACH, FL 3393

Mailing Address: 339 MADISON CT, FORT MYERS BEACH, FL 35931

Email Address: TOM@BRADYS.US

Phone Number: 248-464-0361

I request a Special Exemption per 119.071(4)(d)3 F.S. ☐ Y ☒ N
If yes, fill out a Public Records Exemption Request form and submit to the Town Clerk with this application.

I fully understand and acknowledge that, if appointed, I will be required to submit a Form 1 electronically to the Florida Commission on Ethics ☒ Y ☐ N

I plan to run for election in November 2026 to any open Town Council seats ☒ Y ☐ N

I have attached a recent copy of my resume or vitae ☒ Y ☐ N

I am qualified to serve and fulfill the role of a Town Council Member as required by the Town Charter ☒ Y ☐ N

I have adequate time to devote to service as a Town Council Member ☒ Y ☐ N

I have attached a statement of my interest and desire to serve the residents of the Town of Fort Myers Beach ☒ Y ☐ N

I swear and affirm that all information on this form is true and accurate to the best of my knowledge and belief.

Signed: Thomas D Brady

Date: 1/11/2026

Tom Brady – Biography https://www.fmbtombrady.com/bio

Tom Brady was born and raised in Northern Virginia, but his early life also included a unique three-year chapter on the island of Saipan. From the start, Tom demonstrated a strong sense of commitment and discipline, values that carried into his honorable service in the U.S. Army. He proudly served with two of the nation's most respected units: the 101st Airborne and the 82nd Airborne Divisions.

After completing his military service, Tom transitioned to a civilian career with U.S. government agencies, beginning as an engineering manager. His ability to lead both projects and people was quickly recognized, and he was entrusted with larger responsibilities managing technical teams and complex initiatives. Over time, Tom rose to global leadership positions in the field of Information Technology Outsourcing, where he was responsible for business strategy, operations, and multinational staff.

Tom also pursued advanced education to complement his professional experience. He successfully completed executive programs at Duke University's Fuqua School of Business (Global Executive) and Thunderbird School of Global Management (Mergers and Acquisitions). His career took him to multiple states—including New Jersey, North Carolina, Ohio, and Michigan—as well as international assignments in Japan and Germany.

By 2018, Tom was ready to trade a fast-paced corporate life for a new chapter centered on community and family. He and his wife Sally chose Fort Myers Beach, Florida, as their permanent home. Drawn to the island's unique character, culture, and natural beauty, Tom has embraced the community fully. In retirement, he has dedicated his time and skills to nonprofit organizations, civic engagement, and protecting the quality of life that makes Fort Myers Beach special.

Tom and Sally are proud parents of one son and grandparents to one grandchild. In addition to his community involvement, Tom enjoys reading, restoring classic automobiles, and home remodeling projects.

With a lifetime of leadership, service, and global experience, Tom remains deeply committed to giving back to the community he now calls home.

Tom Brady

My vision for Fort Myers Beach is a resilient, family-friendly island community where residents come first, small businesses thrive, and our natural environment is protected for generations to come.

I believe in thoughtful development that respects the character, scale, and history of our town; transparent government that listens to and works for its people; and fiscal responsibility that keeps government lean while investing in what truly matters. Growth must follow our Comprehensive Plan and Land Development Code—not special interests—so that development enhances our community rather than overwhelms it.

I am committed to putting residents first and to standing up for those who lack the resources to take on powerful interests alone. I will be a dedicated public servant who advocates for community-driven policies, protects our island, and fosters a sustainable future.

By listening to constituents, thinking independently, and leading with transparency, I will work every day to earn the trust of our community. Together, we can move from recovery to renewal—preserving our island, protecting our future, and building a stronger Fort Myers Beach for all in the community.

Today's Date: 1/15/2026

Name: John McLean

Home Address: 237 Egret St. FMB FL 33931

Mailing Address: 237 Egret St. FMB, FL 33931

Email Address: johnmclean01@gmail.com

Phone Number: 239-314-9996

I request a Special Exemption per 119.071(4)(d)3 F.S. [ ] Y [X] N
If yes, fill out a Public Records Exemption Request form and submit to the Town Clerk with this application.

I fully understand and acknowledge that, if appointed, I will be required to submit a Form 1 electronically to the Florida Commission on Ethics [X] Y [ ] N

I plan to run for election in November 2026 to any open Town Council seats [X] Y [ ] N

I have attached a recent copy of my resume or vitae [X] Y [ ] N

I am qualified to serve and fulfill the role of a Town Council Member as required by the Town Charter [X] Y [ ] N

I have adequate time to devote to service as a Town Council Member [X] Y [ ] N

I have attached a statement of my interest and desire to serve the residents of the Town of Fort Myers Beach [X] Y [ ] N

I swear and affirm that all information on this form is true and accurate to the best of my knowledge and belief.

Signed: John C McLean

Date: 1/15/2026

Town of Fort Myers Beach

JAN 15 2025

Received by:

Statement of Interest & Desire:
John McLean - Applicant for Appointment to the FMB Town Council

Fort Myers Beach is more than the place I call home — it is a community I care deeply about and have been committed to for more than a decade. As a homeowner since 2014 and a full-time resident since 2019, I have witnessed firsthand both the challenges and the extraordinary resilience of our island. In the years since Hurricane Ian, I have dedicated myself to understanding the issues facing our town, participating in its recovery, and contributing to a future that honors our history while preparing us for long-term sustainability.

My service on the Land Planning Agency has strengthened that commitment. I was honored to be selected by the Town Council to fill the seat vacated by Scott Safford when he joined the Council. In this role, I have worked to bring a thoughtful, balanced, and resident-focused perspective to land-use decisions that will shape our community for decades. I have no commercial development interests on the island beyond owning and operating a single vacation rental home, which allows me to approach each issue with independence, fairness, and a clear focus on what is best for our community.

After Hurricane Ian, I personally attended nearly every Town Council meeting and most LPA meetings as I just wanted to understand and contribute to FMB's recovery efforts. This consistent engagement has given me a deep understanding of the Comprehensive Plan, the Land Development Code, and the complex policy questions that influence our recovery. I have also been actively involved in community-driven efforts, including early volunteer work with Let's Go FMB, where I lead the Residential Committee to ensure that residents' voices were heard during the earliest stages of rebuilding.

Professionally, I have more than three decades of executive leadership experience, including global negotiation, strategic planning, and consensus building. These skills translate directly to the collaborative, detail-oriented work required of a Town Council member. I am comfortable evaluating complex information, listening to diverse viewpoints, and making decisions that balance long-term vision with practical realities.

My desire to serve on the Town Council is rooted in a simple belief: Fort Myers Beach deserves leaders who are committed, informed, and deeply invested in the well-being of our community. I want to contribute to a future where we rebuild stronger and smarter, protect our coastal environment, support responsible redevelopment, and preserve the unique character and vibe that makes our island special.

I would be honored to continue serving the residents of Fort Myers Beach in this expanded capacity and to help guide our town through this pivotal moment in its history.

John McLean

John McLean

237 Egret St. Ft. Myers Beach, FL 33931; johnmclean01@gmail.com: (239)-314-9996

Objective

To serve the residents of Fort Myers Beach as a member of the Town Council by applying my executive leadership experience, proven civic engagement, and deep commitment to a resilient, sustainable, and community-centered rebuilding of our island.

Civic Leadership & Public Service

Land Planning Agency (LPA), Town of Fort Myers Beach - Appointed Member | March 2024–Present

- Selected by Town Council to fill the LPA seat vacated by Scott Safford upon his appointment to the Town Council, reflecting Council confidence in my judgment and balanced approach.

- Review and advise on land-use applications, zoning matters, and redevelopment proposals.

- Apply strategic planning, negotiation, and analytical skills to ensure decisions support a balance between community resilience, economic development and our unique and precious environment.

- Bring a resident-focused perspective, free from commercial development interests aside from owning and operating a single vacation rental home.

Community Involvement & Local Engagement

- Homeowner since 2014 and full-time resident since 2019, with a long-term commitment to the future of FMB.

- Attended nearly every Town Council meeting and most LPA meetings since Hurricane Ian, gaining deep knowledge of the issues, policies, and challenges facing the town.

- Developed strong working understanding of the Comprehensive Plan and Land Development Code, enabling informed participation in land-use and policy discussions.

- Early volunteer with Let's Go FMB, actively contributing to community-driven recovery efforts.

- Served as leader of the Residential Committee, representing residents' voices during the early stages of post-Ian rebuilding.

- Advocate for balanced, sustainable growth that protects environmental resources while supporting responsible redevelopment.

- Engage regularly with neighbors, stakeholders, and community groups to promote transparency and collaborative problem-solving.

Professional Experience

Senior Director, Cloud Solutions (Retired)

AT&T Business Services | 2001–2022

- Directed global teams across cloud, business continuity/ disaster recovery and cybersecurity solutions, managing complex, multi-million-dollar negotiations with Fortune 500 clients.

- Led cross-functional groups of technical, financial, and legal professionals to deliver strategic enterprise solutions.

- Built and expanded international sales networks across Asia, Europe, South America, and Africa.

- Delivered executive-level presentations, analyst briefings, and thought leadership on emerging technologies.

- Championed new product launches and strategic partnerships.

Skills & Competencies

Land-Use Understanding (Comp Plan & LDC)

Strategic Planning & Community Development

Complex Negotiations of +$10M projects

Public Speaking & Executive Communication

Leadership and consensus building across cross-functional teams

Technology, Cloud, Business Continuity and Cybersecurity Solutions

Education

Master of Business Administration (MBA)

Ivey Business School, Western University | 1992

Bachelor of Applied Science (BASc)

University of Waterloo | 1988

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-300**

1. **Request:**

Meeting Date: February 17, 2026

Administration of Oath of Office to Appointee for Town Council Seat #4

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**
OATH OF OFFICE

3. **Requirement/Purpose:**

4. **Submitter of Information:**

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5. **Background:**

Attachments:
1. dsde56-oath-acceptance-jul-2025

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 2/5/2026
nancy stuparich, Town Attorney	Approved - 2/9/2026
Amy Baker, Town Clerk	Approved - 2/10/2026
William McKannay, Town Manager	Final Approval - 2/11/2026

OATH OF OFFICE

(Art. II. § 5(b), Fla. Const.; § 92.50, Florida Statutes)

STATE OF FLORIDA

County of Lee

I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and that I will well and faithfully perform the duties of

Fort Myers Beach Town Council

(Full Name of Office – Abbreviations Not Accepted)

on which I am now about to enter, so help me God.

[NOTE: If you affirm, you may omit the words "so help me God." *See* § 92.52, Fla. Stat.]

Signature _____

Sworn to and subscribed before me by means of physical presence ☐ *OR online notarization* ☐ *this _____ day of _____, 20____.*

_____

Signature of Officer Administering Oath or of Notary Public

(To be completed only by judges administering oath– see § 92.50, Florida Statutes.)

_____
Print Name

_____
Title

_____
Court

(To be completed by officer administering oath, other than judges – see § 92.50, Florida Statutes.)

Affix Seal Below

Personally Known ☐ *OR Produced Identification* ☐

Type of Identification Produced _____

ACCEPTANCE

I accept the office listed in the above Oath of Office.

Mailing Address: Home ☐ Office ☐

_____
Street or Post Office Box

_____
City, State, Zip Code

_____
Print Name

_____
Signature

Fort Myers Beach Town Council

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

Minutes **Monday, February 2, 2026** **9:00 AM**

ORDER OF BUSINESS

I. CALL TO ORDER

Members present: Mayor Dan Allers, Vice Mayor Scott Safford, John King and Rebecca Link.

II. INVOCATION

Town Clerk Baker.

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

Administrative item F was pulled.
Counselor Member King moved to approve the amended final agenda, seconded by Vice Mayor Safford.
The motion carried unanimously.

V. PUBLIC COMMENT

John McLean, resident and candidate for the Town Council vacancy, invited Council members to contact him if they had any questions. He will be on Beach Talk Radio in two weeks.
Jim Boan, resident and candidate for the Town Council vacancy, addressed the last item on the administrative agenda. He suggested that it would be fairer to ask the Q&As in a rotating order. He was available to answer any questions.
Craig Luce, resident, appreciated the town saving the pilings last year. He was looking forward to discussing additional sand in low-lying areas.
Marcie Cole, resident, noted that her area did not get sand like everyone else. There were low-lying areas and uneven sand. She submitted pictures to Town Clerk Baker.

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

Council Member Link noted that the Best of the Beach Awards were back since Ian and she congratulated all the businesses and homeowners.
Vice Mayor Safford recognized Ellen Vaughan for the Murder Mystery event on Saturday at the Mound House.

Mayor Allers also recognized the event and thanked the two people on his far right at the table for solving the riddle.

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

A. Appointment of members to the FY26 Anchorage Advisory Committee

Approve the appointment of one member to the Anchorage Advisory Committee (AAC)

Thomas Hedrick was appointed to the vacancy.
Council Member King moved to accept the appointment, seconded by Vice Mayor Safford.
The motion carried unanimously.

B. Appointment of members to the FY26 Public Safety Committee (PSC)

Approve the appointment of members to the Public Safety Committee (PSC).

There were two applicants for three open seats. Fredrick Kanehl and Karin DiMichele were appointed.
Council Member King moved to approve the appointments, seconded by Vice Mayor Safford.
The motion carried unanimously.

VIII. APPROVAL OF MINUTES

A. Town Council - January 20, 2026

On page 3, Mr. Link should read Mr. Ink.
Council Member King moved to approve the minutes, seconded by Vice Mayor Safford.
The motion carried unanimously.

IX. CONSENT AGENDA

Vice Mayor Safford moved to approve the consent agenda, seconded by Mayor Allers.
The motion carried unanimously.

A. Resolutions 26-023 through 26-026 Extension of Local Emergency - Tropical Storm Debby

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

Vice Mayor Safford moved to approve the resolution, seconded by Mayor Allers.
The motion carried unanimously.

B. Resolutions 26-027 through 26-030 Extension of Local Emergency - Tropical Storm Helene

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

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

The motion carried unanimously.

C. Resolutions 26-031 through 26-034 Extension of Local Emergency - Tropical Storm Milton

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

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

The motion carried unanimously.

X. ITEMS REMOVED FROM CONSENT AGENDA

No items.

XI. PUBLIC HEARINGS

No hearings.

XII. ADMINISTRATIVE AGENDA

A. Presentation: Proposed 2026 Beach Sand Haul Projects

Review of Beach Recovery projects since Hurricane Ian and seeking Town Council direction on proposed 2026 Beach Sand Truck Haul projects.

Environmental Projects Manager Chadd Chustz noted that Michael Poff from Coastal Engineering Consultants would provide a summary of the beach renourishment and recovery since Ian. Mr. Poff started the presentation with Beach Nourishment and Hurricane Recovery Overview, Beach Nourishment Project, North Beach as-built survey: Bowditch Point to Palm Ave., North Beach Typical Cross-Section, Central Beach as-built survey: Palm Ave. to Bayland Rd., Central Beach as-built survey: Bayland Rd. to Lanark Ave.,

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Central Beach Typical Cross-Section, South Beach as-built survey: Estero Beach & Tennis Club to Sun Caper and South Beach Typical Cross-Section. Manager Chustz continued with the Dune Planting Project, Dune Vegetation Planting Scheme #3 (Typical), Dune Vegetation Planting: North Example, Dune Vegetation Planting: Central Example and Dune Vegetation Planting: South Example. Mr. Poff and Manager Chustz continued with Final Touches — Sand and Vegetation, Reconstruct Sand Berms: Alva Dr. to Sunset Circle, Sunset Circle to Gulfview Ave., Reconstruct Sand Berms/Fill Scour Holes: Gulfview Ave. to Aberdeen Ave., Beach Repair Typical Cross-Sections, Fill Scour Holes: Creciente Condo, Dune Vegetation Planting Scheme #4 (Typical), Beach Access Restortion and Thanks to many.
Mr. Poff indicated that the goal for starting the project is March 1 and completing it by April 15–30, 2026. Manager Chustz noted that the south end project was separate from the central beach project and should be completed sooner.

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

B. Resolution 26-036, USACE Easement for Matanzas Pass Dredge Project

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, GRANTING A TEMPORARY WORK EASEMENTS NOT TO EXCEED 24 MONTHS TO LEE COUNTY FOR USE BY THE UNITED STATES ARMY CORPS OF ENGINEERS OVER PORTIONS OF HERCULES AND PALM AVENUES FOR THE PURPOSE OF FACILITATING OPERATION AND MAINTENANCE WORK ASSOCIATED WITH THE NEARSHORE PLACEMENT AREA FOR THE FORT MYERS OPERATION AND MAINTENANCE PROJECT (MATANZAS PASS); AUTHORIZING THE MAYOR TO SIGN THE TEMPORARY WORK EASEMENTS AND DIRECTING THE TOWN CLERK TO PROVIDE A COPY OF THE EXECUTED EASEMENTS TO LEE COUNTY FOR RECORDING IN THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the Resolution. Manager Chustz explained that temporary easements were needed for the project.

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

C. Resolution 26-016, CDBG-DR Pool Engineering Negotiation

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING OPULENT OUTLINES, LLC. AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE BY THE TOWN MANAGER AND SELECTION ADVISORY

COMMITTEE BASED ON THE RESPONSE RECEIVED TO RFQ-26-02-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES BAY OAKS COMMUNITY POOL REHABILITATION PROJECT; AUTHORIZE THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE QUALIFIED FIRM; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Jason with Opulent Outlines noted they would use the existing pool structure and add new slides and hardscapes.

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

D. Resolution 26-017, North Tower CDBG-DR Engineering Ranking

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING TETRA TECH, INC. AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSES RECEIVED TO RFQ-26-03-AD FOR THE FORT MYERS BEACH ENGINEERING & ARCHITECTURAL SERVICES NORTH ISLAND WATER TOWER PROJECT; AUTHORIZE THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE QUALIFIED FIRM; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Community Development Director Frankie Kropacek noted that the county has approved the funds.

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

E. Resolution 26-021, RFP-26-04-FN Financial Auditing Services

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, ACCEPTING/REJECTING OR MODIFYING THE RANKING AND DETERMINING MAULDIN & JENKINS AS THE MOST RESPONSIVE AND QUALIFIED FIRM AS RECOMMENDED BY THE TOWN MANAGER AND SELECTION ADVISORY COMMITTEE BASED ON THE RESPONSE RECEIVED TO RFP-26-04-FN FOR FINANCIAL AUDITING SERVICES; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO NEGOTIATE WITH THE TOP RANKED FIRM MAULDIN & JENKINS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution.

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

F. Resolution 26-019, Sole Source Purchase - Stormwater Video System Van

ITEM PULLED PRIOR TO MEETING - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE PURCHASE OF AN VOYAGER STORMWATER VIDEO SYSTEM VAN FROM ARIES INDUSTRIES, INC. IN THE AMOUNT OF $288,137.00, PROCURED THROUGH SOURCEWELL CONTRACT #120721, FOR USE IN THE TOWN'S STORMWATER SYSTEM MAINTENANCE PROGRAM; AUTHORIZING THE TOWN MANAGER TO SIGN THE PURCHASE ORDER WITH ATTACHED ADDENDUM; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Resolution 26-038, Second Amendment to Water Meter Replacement for Geospatial Positioning System (GPS) Data.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING A SECOND AMENDMENT TO THE AGREEMENT WITH NATIONAL METERING SERVICE TO INCLUDE THE ADDITIONAL SERVICE OF PERFORMING GEOSPATIAL POSTIONING SYSTEM (GPS) DATA POINTS AND LEAD AND COPPER SERVICE LINE IDENTIFICATION INVENTORY FOR ALL METERS IN THE TOWN'S WATER DISTRIBUTION SYSTEM IN THE AMOUNT OF $96,900 INCREASING THE TOTAL AMOUNT OF THE AGREEMENT TO $1,920,852; AUTHORIZING THE TOWN MANAGER TO SIGN THE SECOND AMENDMENT; AND PROVIDE FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Director Hauge noted that this additional service enhances the town's ability to locate meters and the cellular system will help with billing. Utilities Manager Mark Ashton added that the app alerts residents when usage is high. Residents could also call in and receive a report when problems occur.

Funding is through the water fund.

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

The motion carried unanimously by roll call vote.

H. Resolution 25-022, Angie Brewer Associates Contract Renewal

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND ANGIE BREWER & ASSOCIATES, LC FOR LOAN AND/OR GRANT ACQUISITION AND COMPLIANCE SERVICES FOR A THREE YEAR TERM WITH A START DATE RETROACTIVE TO DECEMBER 9, 2025 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL ONE-YEAR TERMS; APPROVING SUPPLEMENTAL TASK AUTHORIZATION NO. 1 IN THE AMOUNT OF $359,990.00; AUTHORIZING THE TOWN MANAGER TO SIGN THE AGREEMENT AND SUPPLEMENTAL TASK AUTHORIZATION NO. 1 AND TO EXPEND BUDGETED FUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE

DATE.

Mayor Allers read the title of the resolution. Town Manager Will McKannay indicated that the partnership with Angie Brewer was great and they helped manage the SRF loan. Finance Director Joe Onzick noted that the funds came from the water and stormwater funds and were reimbursable through SRF loans.

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

I. Resolution 26-035; Town Council Policies and Procedures Amendment, Appointments to Town Council

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING THE TOWN COUNCIL'S POLICIES AND PROCEDURES MANUAL TO ADD SECTION 13 FOR THE INTERVIEW/SELECTION PROCESS FOR APPOINTMENT TO A VACANT TOWN COUNCIL SEAT IN THE EVENT OF A DECLARATION OF A VACANCY CONSISTENT WITH SECTION 4.06 OF THE TOWN OF FORT MYERS BEACH CHARTER; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Allers read the title of the resolution. Town Attorney Stuparich explained that three people had expressed interest in the vacant seat, but there was no process. Exhibit A on page 1,212 in the agenda packet set forth a proposed starting point. Human Resources Director Talissa Oliveira reviewed the suggested steps for interviewing candidates. She agreed to ask candidates questions in sequence to ensure there would be no unfair advantage. After the interview, there could be a third portion in which council members ask for clarification of answers. Town Attorney Stuparich mentioned that it might be more efficient for a council member to make a motion if only one candidate applied for the open position. If two seats were available, then the candidates would be ranked. Council Member King and Vice Mayor Safford preferred not to change the voting procedure. The pros and cons of each method were discussed. Both methods provided transparency. Mayor Allers, Vice Mayor Safford and Council Member King liked the same process used for the Town Manager interviews, in which all candidates were asked the same questions separately. Town Manager McKannay added that they would be available if the candidates had questions. Consensus was reached that each council member would submit two questions for the candidates to answer. Council members also supported a clarification session after the questions.
The final decision was for each member to cast a vote for one candidate on the ballot and if that person won the majority, they would be appointed. If there was no majority, another vote would be held. There would be no ranking. There will not be a time limit for candidates to answer questions. Public comment will be after the Pledge of Allegiance. A list of questions will

DRAFT

be provided to the town council.

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

XIII. FINAL PUBLIC COMMENT

Craig Luce, resident, thanked the town council for the presentation on the sand project and for approving the resolution.

XIV. TOWN MANAGER'S ITEMS

Town Manager McKannay noted they were expanding the search for vetted companies by using Texas Share. The procurement process would not change. The school district announced that its attorney was leaving, but negotiations with the town were ongoing. They were moving forward with advanced digital tools and Polymorphic will help with permitting for special events. Virtual assistance for the website and telephone support was being explored.
Deputy Town Manager Traci Kohler noted a draft would be presented to the town council on March 5, after the M&P Session.
The 30th anniversary celebration will be held on March 6, 2026, at Bayside Memorial Park. Formal invitations will be sent shortly. The event will eventually end in Times Square and cupcakes will be handed out at the end of the ceremony. Tunaskin will offer a limited-edition 30th anniversary T-shirt.
Manager McKannay noted that the donation policy and flood panels would be addressed at the M&P.
Emergency Services Director Thomas Yozzo and his team are prepared to monitor the stoplight based on conditions.
The staff were working to streamline the development order process. Director Frankie Kropacek indicated that insufficiency letters were based on the packet, but sometimes the applicant did not address all concerns at once.

XV. TOWN ATTORNEY'S ITEMS

Town Attorney Stuparich noted that attorney Chloe Berryman from their firm will join her on Wednesday for an evidentiary hearing on the White Sand foreclosure.

XVI. COUNCILMEMBERS ITEMS AND REPORTS

Council Member King reported that the Tallahassee meeting was interesting. He met with Rep. Botana regarding phase two of the downtown stormwater improvement and road infrastructure improvement.
Vice Mayor Stafford was officially on the TDC (Tourist Development Council) and was looking forward to the meeting next week.
No items from other members.

XVII. ADJOURNMENT

Council Member King moved to adjourn the meeting at 11:18.

DRAFT

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-203**

1. **Request:**

Meeting Date: February 17, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE 20250220, REQUESTING A VARIANCE FROM SECTION 34-638(d)(6)b.3 OF THE LAND DEVELOPMENT CODE TO REDUCE THE REQUIRED 20-FOOT SIDE STREET SETBACK BY 11.9 FEET TO ALLOW A 232-SQUARE-FOOT DECK FOR THE EXISTING SINGLE-FAMILY RESIDENCE IN THE RS ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 173 GULF ISLAND DRIVE, GENERALLY REFERRED TO AS STRAP NUMBER: 29-46-24-W2-0050C.0120 IN FORT MYERS BEACH; AND PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Town Council takes into account the LPA recommendations.

What the action accomplishes:

Town Council takes into account the LPA recommendations.

2. **Agenda:**
PUBLIC HEARINGS

3. **Requirement/Purpose:**
Resolution

4. **Submitter of Information:**
Jason Green, Community Development Services, Jason Smalley, Senior Planner

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5. **Background:**

John Prinz, on behalf of Gordian Multistrategy Fund LLC, the owner of the property located at 173 Gulf Island Drive, is requesting a variance from the Town of Fort Myers Beach Land Development Code (LDC) Section 34-638(d)(6)b.3. This section requires single-family residences and all attached accessory structures, including decks and staircases, within the Single-Family Residential (RS) zoning district to maintain a minimum twenty-foot (20') side street setback for lots greater than seventy-five (75) feet in width.

The subject property is a corner lot developed with a single-family residence constructed in 1996. The existing residence has a nonconforming front street setback of 24.19 feet along Gulf Island Drive and a nonconforming side street setback of 8.1 feet along Bayside Road. The residence also includes an existing thirty-six (36) square-foot deck along Gulf Island Drive, which has a nonconforming side street setback of 17.57 feet.

The applicant proposes to expand the existing deck to a total of two hundred thirty-two (232) square feet and is requesting a variance of 11.9 feet to allow a side street setback of 8.1 feet for the expanded deck, where a minimum twenty-foot (20') side street setback is otherwise required for lots greater than seventy-five (75) feet in width within the RS zoning district.

During the LPA hearing on January 13, the LPA voted 7-0 to recommend denial of the variance request from LDC section 34-638(d)(6)b.3., a request to reduce the required 20-foot side street setback by 11.9 feet to allow a 232-square-foot deck for the existing single-family residence in the RS zoning district. The LPA unanimously recommended denial, finding that the request does not meet the requirements of LDC Section 34-87, and that granting the variance would be injurious to the neighborhood or otherwise detrimental to the public welfare.

Attachments:

1. Final Draft TC Resolution 26-020, VAR20250220- 173 Gulf island (1)
2. Exhibit A to Resolution: Site Plan
3. Exhibit B to Resolution: Survey
4. Staff report
5. Application

Financial Impact:

Unknown

6. **Alternative Action**

Approve/ Approve with conditions

7. **Management Recommendations:**

Staff recommends **DENIAL** of VAR20250220, a request to reduce the required 20-foot side street setback by 11.9 feet to allow a 232-square-foot deck with 8.1 feet side street setback for the existing single-family residence in the RS zoning district.

8. **Recommended Approval:**

Sakshi Goel, Sr. Land Planner	Created/Initiated - 2/10/2026
Frankie Kropacek, Community Development Director	Approved - 2/10/2026
Joe Onzick, Finance Director	Approved - 2/10/2026
nancy stuparich, Town Attorney	Approved - 2/10/2026
Amy Baker, Town Clerk	Approved - 2/10/2026
William McKannay, Town Manager	Final Approval - 2/11/2026

TOWN COUNCIL RESOLUTION 26-020

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE 20250220, REQUESTING A VARIANCE FROM SECTION 34-638(d)(6)b.3 OF THE LAND DEVELOPMENT CODE TO REDUCE THE REQUIRED 20-FOOT SIDE STREET SETBACK BY 11.9 FEET TO ALLOW A 232-SQUARE-FOOT DECK FOR THE EXISTING SINGLE-FAMILY RESIDENCE IN THE RS ZONING DISTRICT, FOR THE PROPERTY LOCATED AT 173 GULF ISLAND DRIVE, GENERALLY REFERRED TO AS STRAP NUMBER: 29-46-24-W2-0050C.0120 IN FORT MYERS BEACH; AND PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, 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, Gordian Multistrategy Fund LLC (hereinafter "Applicant"), is the owner of real property located at 173 Gulf Island Drive, Fort Myers Beach, Florida (hereinafter "Subject Property"); and

WHEREAS, the STRAP for the Subject Property is 29-46-24-W2-0050C.0120, and the legal description for the Subject Property is shown on the Survey in "Exhibit B"; and

WHEREAS, the Subject Property is within the Low-Density Residential Future Land Use Map category according to the Town of Fort Myers Beach Comprehensive Plan; and

WHEREAS, the Subject Property is located in the Residential Single-family (RS) zoning district; and

WHEREAS, the Residential Single-family (RS) zoning district requires a minimum lot width of 75 feet and a minimum lot depth of 100 feet, with a total lot area of 7,500 square feet; and

WHEREAS, the Subject Property is an 85-foot-wide and 82-foot-deep non-conforming lot in the RS zoning district; and

WHEREAS, Section 34-638(d)(6)b.3 of the Land Development Code ("LDC") requires a single-family home in the RS zoning district to provide a minimum 20-foot street setback for corners lots greater than 75 feet in width; and

WHEREAS, a single-family residence with a non-conforming side street setback of 8.1 feet and a 36 square foot deck with a non-conforming side street setback of 17.57 feet from Bayside Road is currently located on the Subject Property (See "Exhibit B"); and

WHEREAS, the Applicant proposes to expand the existing deck to 232 square feet and maintain the existing 8.1-foot side street setback of the single-family residence from the Bayside Road, as shown on the Site Plan in "Exhibit A"; and

WHEREAS, the Applicant requests a variance from LDC Section 34-638(d)(6)b.3, to reducethe required 20-foot side street setback by 11.9 feet to allow construction of a 232 sq. ft. deck for the existing non-conforming single-family residence in the RS zoning district; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency ("LPA") on January 13, 2026, and at the 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 and voted 7 to 0 to recommend denial of the variance request based on a finding that the request does not meet the requirements of LDC Section 34-87, and that granting the variance would be injurious to the neighborhood or otherwise detrimental to the public welfare; and

WHEREAS, on February 17, 2026 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/ is not in the best interest of the Town to approve/ approve with conditions/ deny the request.

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

Section 1. The above 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 Applicants did/ did not meet their burden of proof that the requested Variance does/ does 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. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicants, Town staff, and interested parties and public, the Town Council **APPROVES/ APPROVES WITH CONDITIONS/ DENIES** the variance request from LDC Section 34-638(d)(6)b.3., a request to reduce the required 20-foot side street setback by 11.9 feet to allow a 232-square-foot deck for the existing single-family residence in the RS zoning district.

Section 3. In approving/ approving with conditions/ 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 for a de minimis variance under circumstances or conditions where rigid compliance is not essential to protect public policy.

B. The conditions justifying the variance **are/ are not** the result of actions of the applicant taken after the adoption of the regulation in question.

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

D. The granting 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 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.

Section 4. If the Town Council approves/denies the requested Variance and the following conditions of approval are imposed on the Applicants 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 deck for an existing single-family home as shown on the provided site plan. Demolition or substantial damage to the residential structure shall render the variance to be null and void.

C. This variance applies to the 232 square-foot-deck for an existing single-family structure on the Subject Property only. Any additional modification of the single-family dwelling or additional construction on the Subject Property must comply with all applicable regulations or seek a new variance.

D. The variance applies to the modified side street setbacks along the west property boundary as shown in “Exhibit A” only. No other portion of the single-family dwelling or accessory structure(s) may be extended into a required setback.

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

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

ADOPTED this ___day of February, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, Town Attorney

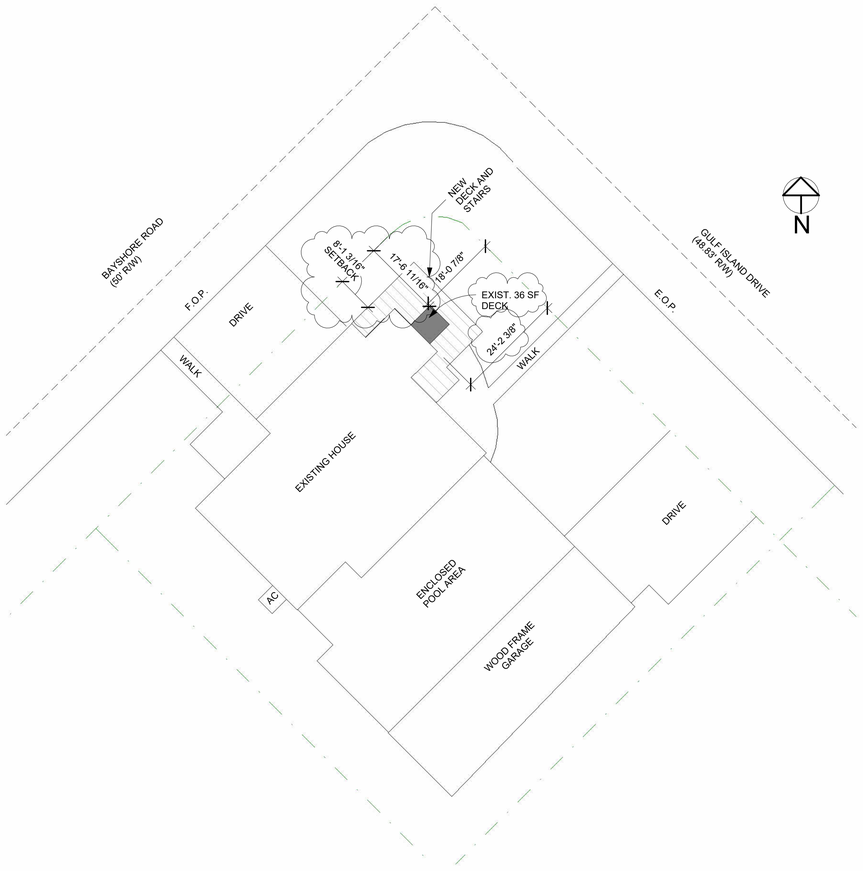
This Resolution was filed in the Office of the Town Clerk on this ___ day of February, 2026.

EXHIBITS
Exhibit A: Site Plan
Exhibit B: Survey

173 GULF ISLAND DR

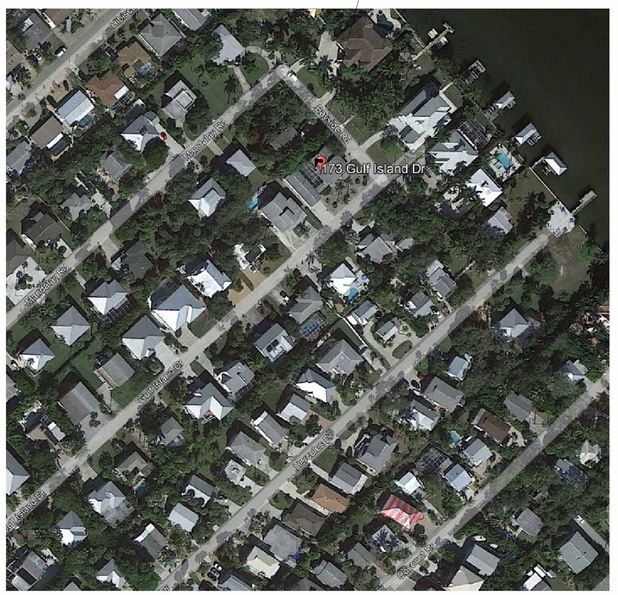
FORT MYERS BEACH, FL

NOTE:
SCOPE OF WORK IS TO RECONSTRTUCT STIARCASES WHICH WERE DAMAGED DURING THE HURRICANE AND EXPAND THEM.



1 SITE PLAN
1/16" = 1'-0"

SITE LOCATION



PERMIT: 2023.09.28
REVISION 1: 2025.10.31

PROJECT INFORMATION

Hurricane Damage - Deck

|PROJECT ADDRESS|
173 GULF ISLAND DR
FORT MYERS BEACH

|DRAWN BY| TYN & MDS

|SHEET NAME|
|SHEET NUMBER|

A 0.1

MICHAEL D. STEWART, PE
FLA REG. #72459

5330 SW 11th CT
Cape Coral, FL

Cell: (239)-292-7670

Email: MStewart@MStewartPE.com

PROFESSIONAL ENGINEERING SERVICES

1 EXISTING FLOOR PLAN
1/4" = 1'-0"

PERMIT: 2023.09.28
REVISION 1: 2025.10.31

PROJECT
INFORMATION

Hurricane Damage - Deck

|PROJECT ADDRESS|
173 GULF ISLAND DR
FORT MYERS BEACH

|DRAWN BY| TYN & MDS

|SHEET NAME|
|SHEET NUMBER|

A
1.0

MICHAEL D. STEWART, PE
FLA REG. #72459

5330 SW 11th CT
Cape Coral, FL

Cell: (239)-292-7670

Email: MStewart@MStewartPE.com

PROFESSIONAL ENGINEERING SERVICES

FLOOR PLAN GENERAL NOTES:

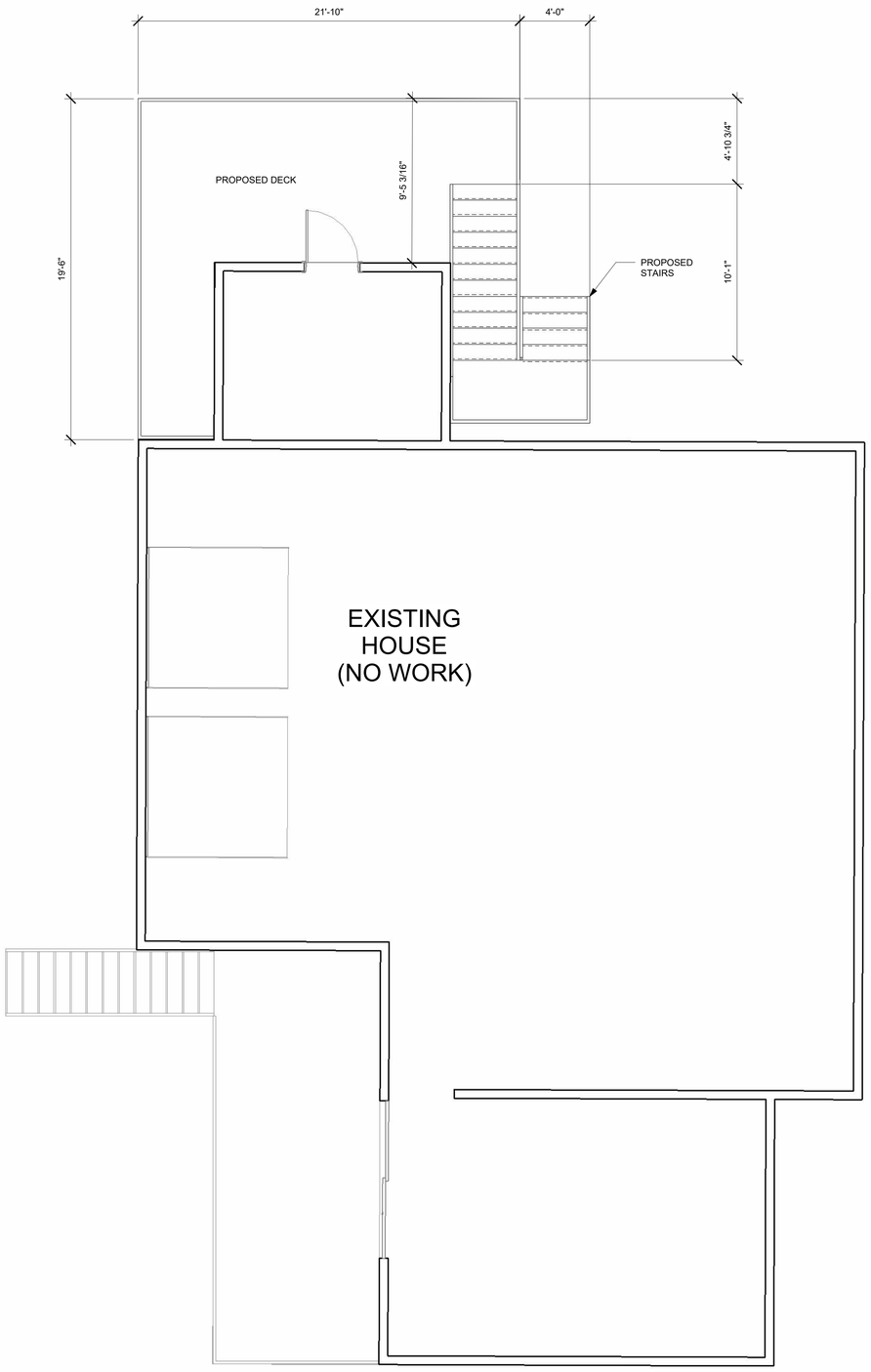
GENERAL:
VERIFY FLOOR ELEVATIONS W/ FLOOD REQUIREMENTS.

ALL HANDRAILS AND GUARD RAILS TO BE 36" AFF U.N.O. DESIGNED AND INSTALLED TO NOT ALLOW THE PASSAGE OF A 4" SPHERE. PROVIDE TOE RAILING AS REQ'D. MAX 2" A.F.F. COORD. FINAL MATERIAL, DESIGN, AND FINISH WITH OWNER. HANDRAILS AND GUARDS MUST COMPLY WITH ALL THE REQUIREMENTS OF THE FBC.

COORDINATE ATTIC ACCESS LOCATIONS W/ FINAL TRUSS LAYOUT.

SEE STRUCTURAL DRAWINGS FOR ALL LOAD BEARING WALL, COLUMN AND FILLED CELL LOCATIONS.

CONTRACTOR TO VERIFY ALL DIMENSIONS.



2 PROPOSED FLOOR PLAN
1/4" = 1'-0"

PERMIT: 2023.09.28
REVISION 1: 2025.10.31

PROJECT
INFORMATION

Hurricane Damage - Deck

|PROJECT ADDRESS|
173 GULF ISLAND DR
FORT MYERS BEACH

|DRAWN BY| TYN & MDS

|SHEET NAME|
|SHEET NUMBER|

A 1.1

MICHAEL D. STEWART, PE
FLA REG. #72459

5330 SW 11th CT
Cape Coral, FL

Cell: (239)-292-7670

Email: MStewart@MStewartPE.com

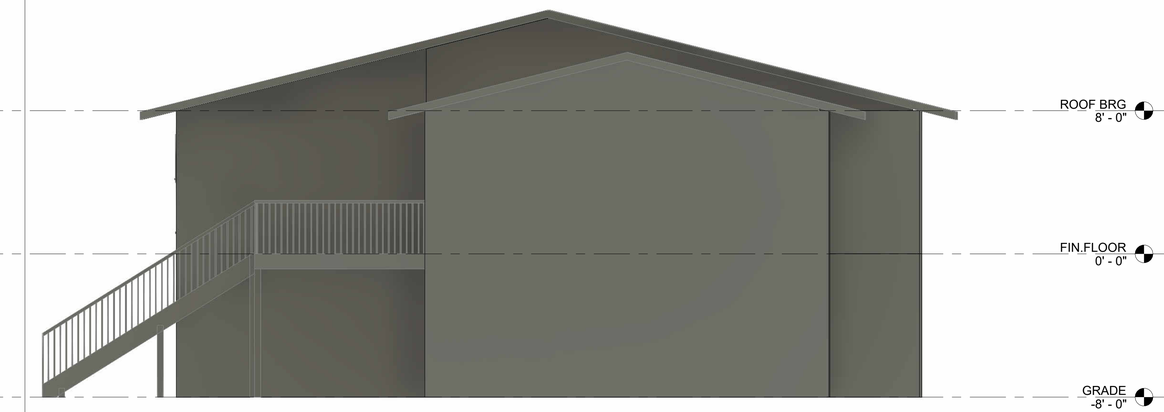
PROFESSIONAL ENGINEERING SERVICES

ELEVATION TYPICAL NOTES:

ROOF NOTE:
-SEE ROOF PLAN FOR GENERAL ROOF NOTES AND ROOF MATERIAL SELECTION NOTES.
TYPICAL ARCHITECTURAL NOTES:
-VERIFY ALL STRUCTURAL ELEMENTS WITH STRUCTURAL ENGINEER.
-COORDINATE ALL INTERIOR WALL, SOFFITS AND CEILING TREATMENTS WITH OWNER.
-ROOF AND BEARING HEIGHTS ARE SHOWN RELATIVE TO A REFERENCE ELEVATION BASED ON TOP OF SLAB. U.N.O.
-ALL HANDRAILS AND GUARD RAILS TO BE 36" AFF U.N.O. W/ ALL ELEMENTS SPACED SO AS TO NOT ALLOW THE PASSAGE OF A 4" SPHERE. PROVIDE TOE RAILING AS REQ'D, MAX 2" A.F.F. COORD. FINAL MATERIAL, DESIGN, AND FINISH WITH OWNER. HANDRAILS AND GUARDS MUST COMPLY WITH THE REQUIREMENTS OF THE FBC 2020 7th EDITION.

NOTE:
CONTRACTOR TO VERIFY ALL DIMENSIONS.

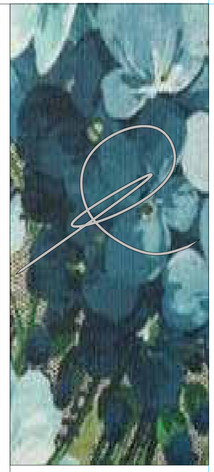
② REAR ELEVATION
1/4" = 1'-0"



④ RIGHT ELEVATION
1/4" = 1'-0"

③ LEFT ELEVATION
1/4" = 1'-0"

⑤ FRONT ELEVATION
1/4" = 1'-0"



PERMIT: 2023.09.28
REVISION 1: 2025.10.31

PROJECT INFORMATION

Hurricane Damage - Deck

|PROJECT ADDRESS|
173 GULF ISLAND DR
FORT MYERS BEACH

|DRAWN BY| TYN & MDS

|SHEET NAME|
|SHEET NUMBER|

A 2.0

MICHAEL D. STEWART, PE
FLA REG. #72459

5330 SW 11th CT
Cape Coral, FL

Cell: (239)-292-7670

Email: MStewart@MStewartPE.com

PROFESSIONAL ENGINEERING SERVICES

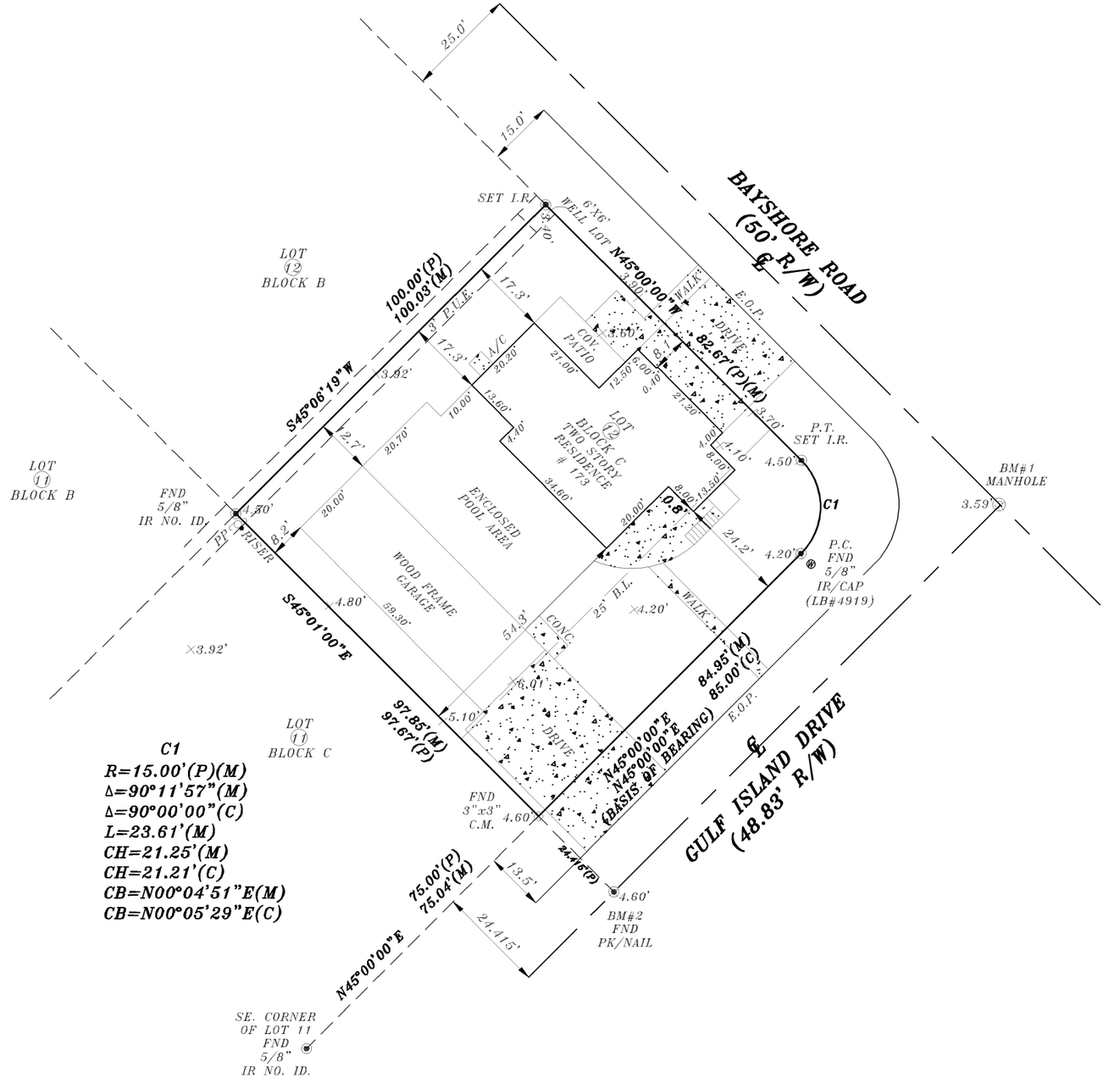
NOTES:

1. THIS SKETCH DOES NOT REFLECT OR DETERMINE OWNERSHIP.
2. DESCRIPTION AS FURNISHED BY CLIENT. NO SEARCH OF THE PUBLIC RECORDS WAS CONDUCTED BY THIS FIRM.
3. BEARINGS ARE BASED ON PLAT OR DEED.
4. ELEVATIONS AS SHOWN ARE BASED ON N.G.V.D. 1929 DATUM UNLESS OTHERWISE STATED.
5. ENCROACHMENTS ARE BASED ON PLAT OR DEED.
6. THERE MAY BE OTHER EASEMENTS NOT SHOWN HEREON RECORDED IN THE PUBLIC RECORDS OF THE GOVERNING COUNTY.
7. NO DETERMINATION OF HAZARDOUS WASTE MATERIALS HAS BEEN MADE BY THIS FIRM.
8. LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES NOT SHOWN UNLESS OTHERWISE NOTED.
9. SIGNOR LIMITS LIABILITY ONLY UP TO THE COST OF SURVEY.
10. THIS SURVEY IS PROTECTED BY COPYRIGHT AND ALL RIGHTS ARE RESERVED.
11. SURVEY WAS BASED ON INFORMATION PROVIDED BY CLIENT AND EXISTING MONUMENTATION.
12. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
13. THE FEMA FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED BY ANOTHER SOURCE.

LEGEND:

(A)	– ARC LENGTH
A/C	– AIR CONDITIONER
B.L.	– BUILDING SETBACK LINE
Ⓒ	– CABLE TV
(C)	– CALCULATED
C.B.	– CATCH BASIN
CB	– CHORD BEARING
CH	– CHORD DISTANCE
C.M.	– CONC. MONUMENT
C.U.E.	– COUNTY UTILITY EASEMENT
(D)	– DEED
B.O.B.	– BASIS OF BEARINGS
D.E.	– DRAINAGE EASEMENT
D.U.E.	– DRAINAGE UTILITY EASEMENT
ELEV.	– ELEVATION
E.O.P.	– EDGE OF PAVEMENT
BM.	– BENCH MARK
FND.	– FOUND
GV	– GATE VALVE
I.R.	– IRON ROD
G.W.	– GUY WIRE
(M)	– MEASURED
N&T	– NAIL & TAB
N.A.V.D.	– NORTH AMERICAN VERTICAL DATUM (1988)
N.T.S.	– NOT TO SCALE
(NR)	– NOT RADIAL
O.R.	– OFFICIAL RECORD
(P)	– PLAT
P.B.	– PLAT BOOK
P.C.	– POINT OF CURVATURE
P.C.C.	– POINT OF COMPOUND CURVATURE
P.C.P.	– PERMANENT CONTROL POINT
P.I.	– POINT OF INTERSECT
PG.	– PAGE
P.O.B.	– POINT OF BEGINNING
P.O.C.	– POINT OF COMMENCEMENT
PP	– POWER POLE
P.R.C.	– POINT OF REVERSE CURVATURE
P.R.M.	– PERMANENT REFERENCE MONUMENT
P.T.	– POINT OF TANGENCY
P.U.E.	– PUBLIC UTILITY EASEMENT
R	– RADIUS
(R)	– RADIAL
RNG.	– RANGE
R/W	– RIGHT OF WAY
SEC.	– SECTION
SET I.R.	– SET 1/2" IRON ROD LB1478 LB2239
—o—	– V.F.= VINYL FENCE
Ⓣ	– TELEPHONE BOX
T.U.E.	– TECHNOLOGY UTILITY EASEMENT
TWP.	– TOWNSHIP
U.E.	– UTILITY EASEMENT
U.P.	– UTILITY PEDESTAL
Ⓦ	– WATER METER
Δ	– DELTA ANGLE
	– FIRE HYDRANT
	– TEMPORARY BENCHMARK
℄	– CENTERLINE
—x—	– 4' CLF= CHAIN LINK FENCE
—//	– 6 W.F.= WOOD FENCE
OHU	– OVERHEAD WIRES
	– CONCRETE PAD
MHW	– MEAN HIGH WATER
MLW	– MEAN LOW WATER
(X)	– LOT NUMBER

COMMUNITY / MAP NUMBER:	DATE OF MAP:	FLOOD ZONE:	ELEVATION:
120673 / 12071C0558F	08-28-08	AE	10' & 12' NAVD 88



C1
R=15.00'(P)(M)
Δ=90°11'57"(M)
Δ=90°00'00"(C)
L=23.61'(M)
CH=21.25'(M)
CH=21.21'(C)
CB=N00°04'51"E(M)
CB=N00°05'29"E(C)

I HEREBY CERTIFY THAT THIS SKETCH OF SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND TO THE BEST OF MY KNOWLEDGE AND BELIEF SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE FURTHER, THIS DOCUMENT IS ELECTRONICALLY SIGNED AND SEALED PURSUANT TO SECTION 472.027, OF THE FLORIDA STATUTES AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATION CODE.

APPROVED
BILL H HYATT
2019.05.13
10:14:52 -04'00'

BILL H. HYATT, JR.
REGISTERED LAND SURVEYOR PSM#4636
STATE OF FLORIDA
VALID ONLY WITH EMBOSSED SEAL

LIS Land Surveying, LLC
d.b.a. S & H Land Survey Co.
21430 Palm Beach Blvd. 2572 West State Road 426, Suite 2064
Alva, FL 33920 Oviedo, FL 32765
239-481-2366 239-481-2437 (Fax) 321-244-0402 321-244-9419 (Fax)
LB1057 LB1057

LEGAL DESCRIPTION:

173 GULF ISLAND, FORT MYERS BEACH, FLORIDA 33931

LOT 12, BLOCK C, GULF ISLAND MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 68, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CERTIFIED TO:

Nicole Pieratt
CrossCountry Mortgage, LLC, ISAOA
Title Masters, LLC
Old Republic National Title Insurance Fund

BOUNDARY SURVEY REVISED:

FIELD SURVEY	04-25-19		
CREW CHIEF	C. CORDISCO		
DRAWN BY	SDS		
SCALE	1" = 30'		
LIS JOB NO	22926		
SHEET: 1 OF 1		DATE:	05-07-19

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE:	**Variance**
CASE NUMBER:	**VAR20250220**
CASE NAME:	**173 Gulf Island Drive; Resolution 26-020, requesting a variance from LDC section 34-638(d)(6)b.3., to reduce the required 20-foot side street setback by 11.9 feet to allow a 232-square-foot deck for the existing single-family residence in the RS zoning district.**
LPA HEARING DATE:	**January 13, 2026 9:00 am**
TOWN COUNCIL HEARING DATE:	**February 17, 2026 9:00 am**
STAFF RECOMMENDATION:	**Denial**
PREPARED/ SUBMITTED BY:	**Sakshi, LEED AP ND/ Jason Green, AICP**

I. APPLICATION SUMMARY

Applicant/Owner: John Prinz on behalf of Gordian Multistrategy Fund LLC

Request: A variance from LDC section 34-638(d)(6)b.3., a request to reduce the required 20-foot side street setback by 11.9 feet to allow a 232-square-foot deck for the existing single-family residence in the RS zoning district.

The property currently supports a nonconforming single-family residence with a non-conforming 36-square-foot deck. The house has a side street setback of 8.1 feet, and the existing 36 square feet deck has a side street setback of 17.57 feet which encroaches 2.43 feet in the required side street setback. The

Applicant is now requesting a variance to allow a 232-square-foot deck with a side street setback of 8.1 feet.

Subject Property: See attached site plan

Physical Address: 173 Gulf Island Drive

STRAP #: 29-46-24-W2-0050C.0120

FLU: Low-Density Residential

Zoning: Residential Single-family (RS)

Adjacent zoning and land uses:

North: LOW DENSITY RESIDENTIAL
Single family residential

South: LOW DENSITY RESIDENTIAL
Single family residential

East: LOW DENSITY RESIDENTIAL
Single family residential

West: LOW DENSITY RESIDENTIAL
Single family residential

II. BACKGROUND AND ANALYSIS

Background:

John Prinz on behalf of Gordian Multistrategy Fund LLC, the owner of 173 Gulf Island Drive, is requesting a variance from the Town's Land Development Code (LDC) Section 34-638(d)(6)b.3, which requires single-family homes and all attached accessory structures including decks and staircases in the RS zoning district to provide a minimum 20 feet side street setback for lots greater than 75 feet in width.

The subject property is a corner lot that currently supports a single-family residence built in 1996. The existing single-family residence has a non-conforming front street setback of 24.19 feet along Gulf Island Drive and 8.1 feet side street setback from Bayside Road. The house supports a 36 square feet deck along Gulf Island drive with a non-conforming side street setback of 17.57 feet. The Applicant now plans to expand the deck to 232 square feet and is requesting a variance of 11.9 feet to allow a side street setback of 8.1 feet for the new deck where a minimum 20 feet side street setback is required for lots greater than 75 feet in the RS zoning district.

During the LPA hearing on January 13, the LPA voted 7-0 to recommend denial of the variance request from LDC section 34-638(d)(6)b.3., a request to reduce the required 20-

foot side street setback by 11.9 feet to allow a 232-square-foot deck for the existing single-family residence in the RS zoning district. The LPA unanimously recommended denial, finding that the request does not meet the requirements of LDC Section 34-87, and that granting the variance would be injurious to the neighborhood or otherwise detrimental to the public welfare.

Analysis:
The purpose of the RS zoning district is to provide stable neighborhoods where single-family detached homes are the predominant land use. A conforming lot in the RS zoning is at least 75 feet wide and 100 feet deep or 7,500 sq. ft. of area. The subject property is an 85-foot-wide and 82-foot-deep, nonconforming corner lot.

LDC Section 34-638(d)(6)b.3, requires single-family homes and all attached accessory structures including deck and staircase in the RS zoning district to provide a minimum 20 feet side street setback for lots greater than 75 feet in width. The property currently supports a single-family residence built in 1996. The existing single-family residence has a non-conforming front street setback of 24.19 feet along Gulf Island Drive and 8.1 feet side street setback from Bayside Road. The house supports a 36 square feet deck along Gulf Island drive with a non-conforming side street setback of 17.57 feet. The Applicant now plans to expand the deck to 232 square feet with the same side street setback as the existing house. The proposed deck will not encroach into the town required visibility triangles. The Applicant is therefore requesting a variance of 11.9 feet to allow a side street setback of 8.1 feet for the new deck where a minimum 20 feet side street setback is required for lots greater than 75 feet in the RS zoning district.

Neighborhood Compatibility:
The subject property is part of a older single-family residential neighborhood where most single-family homes appear to comply with the Town's required side street setbacks. The proposed expansion would maintain the same side street setback as the existing single-family residence and granting of this variance will not be injurious to the neighborhood.

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 is a corner lot. The subject single-family residence was built in 1996, with a non-conforming 36 square foot deck. The house has a side street setback of 8.1 feet, and the existing deck has a side street setback of 17.57 feet which encroaches 2.43 feet in the required side street setback. The Applicant

has the choice to continue using the current non-conforming deck. The request to expand the deck to 232 sq. ft. is a design choice leading to further diminution of the required side street setback.

*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.*

As mentioned above, the property currently supports a 36 square feet non-conforming deck with a 17.57 feet side street setback where a 20 feet side street setback along Bayside Road is required by the Town's LDC. The Applicant is now proposing to expand the non-conforming deck to an area of 232 square feet and a side street setback of 8.1 feet. The Applicant has the choice to continue using existing deck. Therefore, the requested expansion of the proposed deck and further diminution of the proposed side street setback is a result of a design choice.

*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 Applicant has the choice to continue using the current non-conforming deck. The request to expand the deck to 232 sq. ft. is a design choice leading to further diminution of the required side street setback.

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

The proposed expansion of the deck will have the same side street setback as the existing non-conforming side street setback of the single-family residence and will not encroach into the town required visibility triangles. Granting of this variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

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

The conditions or circumstances on this specific property for which a variance is sought are not general in nature and do not warrant a code change.

III. RECOMMENDATION

Staff has reviewed the request for a variance from LDC Table 34-638(d)(6)b.3, *a request to reduce the required 20-foot side street setback by 11.9 feet to allow a 232-square-foot deck for the existing single-family residence in the RS zoning district* and find that the variance request does not meet the requirements set-forth in sec. 34-87.

Therefore, staff recommends **DENIAL** of VAR20250220, request to allow 8.1 feet side street setback for construction of a new 232 square feet deck and staircase for an existing non-conforming single-family residence in the RS zoning district.

During the LPA hearing on January 13, the LPA voted 7-0 to recommend denial of the variance request from LDC section 34-638(d)(6)b.3., a request to reduce the required 20-foot side street setback by 11.9 feet to allow a 232-square-foot deck for the existing single-family residence in the RS zoning district. The LPA unanimously recommended denial, finding that the request does not meet the requirements of LDC Section 34-87, and that granting the variance would be injurious to the neighborhood or otherwise detrimental to the public welfare.

IV. CONDITIONS

If approval of the request is granted, the following conditions should be considered for incorporation into the resolution of approval.

1. Approval of this variance does not give the Applicant an undeniable right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.

2. The variance shall only apply to the deck as shown on the provided site plan. Demolition or substantial damage to the residential structure shall render the variance to be null and void.

3. This variance applies to the 232-square-foot deck for an existing single-family structure on the subject property only. Any additional modification of the single-family dwelling or additional construction on the subject property must comply with all applicable regulations or seek a new variance.

4. The variance applies to the modified side street setbacks along the west property boundary as shown in "Exhibit A" only. No other portion of the single-family dwelling or accessory structure(s) may be extended into a required setback.

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

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

Site Address: 173 Gulf Island Drive, Fort Myers Beach, Florida 33931

STRAP Number: 29-46-24-W2-0050C.0120

Applicant: Gordian Multistrategy Fund LLC - John Prinz Phone: 224 622 6607

Contact Name: Michael Dubey Phone: 224 544 0328

Email: michael@thegordianfund.com Fax: _____

Current Zoning District: Residential

Future Land Use Map (FLUM) Category: Low Density

FLUM Density Range: Low Density Platted Overlay: ☐ YES ☑ NO

ACTION REQUESTED	SUPPLEMENTAL FORM REQUIRED
☐ Special Exception	PH-A
☑ Variance	PH-B
☐ Conventional Rezoning	PH-C
☐ Planned Development ☐ Commercial ☐ Residential	PH-D
☐ Master Concept Plan Extension	PH-E
☐ Appeal of Administrative Action	PH-F
☐ Vacation of Platted Right-of-way and Easement	PH-G
☐ Other – cite LDC Section: _____	attach on separate sheet

PART I – General Information

A. Applicant*: John Prinz-See Operating Agreement Phone: 224 622 6607

**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: 28835 N. Herky Drive, Suite 107, Lake Bluff, IL 60044

Email: michael@thegordianfund.com Fax: _____

Contact Name: Michael Dubey Phone: 224 544 0328

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

B. Relationship of Applicant to subject property:

☐ Owner* ☐ Land Trust* ☐ Partnership*
☐ Corporation* ☐ Association* ☐ Condominium*
☐ Subdivision* ☐ Timeshare Condo* ☐ Contract Purchaser*
☐ Authorized Representative* ☒ Other* (please indicate) Limited Liability Company

**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: Michael Dubey Phone: 224 544 0328
Address: 28835 N. Herky Drive, Suite 107, Lake Bluff, IL 60044
Email: michael@thegordianfund.com Fax: _____

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

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

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

PART II – Nature of Request

Requested Action (each request requires a separate application)

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

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☐ Appeal of Administrative Action

☐ Vacation ☐ Right-of-Way ☐ Easement

☑ Other. Please Explain: Variance on new deck construction setback distance from Bayshore Road

PART III – Waivers

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

Code Section: _____ Description: _____

Code Section: _____ Description: _____

Code Section: _____ Description: _____

PART IV – Property Ownership (Single Owner)

☐ Single Owner (individual or husband and wife)

Name: _____ Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT
APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

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

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

I have authorized the staff of the Town of Fort Myers Beach Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

_____ John Prinz
Signature _____ Printed Name

STATE OF _____ COUNTY OF _____

The foregoing instrument was certified and subscribed before me by means of ____ physical presence OR _____ online notarization, this _____day of _____, 20_____, by _____, ☐ who is personally known to me OR ☐ who has produced _____ as identification.

(SEAL) _____ Notary Public Signature

PART V
Property Ownership (Multiple Owners)

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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address	Percentage Ownership
_____	_____
_____	_____
_____	_____
_____	_____

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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

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

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COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

Date of Contract: _____

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____

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

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

_____ John Prinz

Signature _____ Printed Name

AFFIDAVIT

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

I, John Prinz (name), as Managing Member (title) of Gordian Multistrategy Fund, LLC (company), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

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Gordian Multistrategy Fund LLC
Name of Entity (corporation, partnership, LLP, LLC, etc)

Managing Member

Signature | Title

John Prinz

Typed or Printed Name | Date

STATE OF _____ COUNTY OF _____

The foregoing instrument was certified and subscribed before me by means of ___ physical presence OR ☐ online notarization, this _____day of _____, 20_____ , by _____, ☐ who is personally known to me OR ☐ who has produced _____ as identification.

Seal

Notary Public Signature

PART VI– Property Information

A. Legal Description:

STRAP: 29-46-24-W2-0050C.0120

Property Address: 173 Gulf Island Drive, Fort Myers Beach, Florida, 33931

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee County?

☐ No. Attach a legible copy of the legal description as Exhibit 6-1.

☑ Yes. Property identified in subdivision: Gulf Island Manor

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

B. Boundary Survey:

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

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C. Property Dimensions:

Width (please provide an average width if irregular in shape) Approximately 100 feet

Depth (please provide an average width if irregular in shape) Approximately 100 feet

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

Total land area: Approximately 10,000 ☐ acres ☑ square feet

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

Gulf Island Manor Subdivision

☐ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

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

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

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

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

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

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

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

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

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EXPLANATORY NOTES

Please do not print, copy and submit these instructions

Please submit required applications, supplemental information, exhibits and documents to zoningpermits@fmbgov.com .

Application fees are set by resolution of the Town Council of the Town of Fort Myers Beach and must be paid before any materials submitted will be considered an application.

The applicant is responsible for the accuracy and completeness of this application. Time delays or additional expenses necessitated by submitting inaccurate or incomplete information will be the responsibility of the applicant. Decisions regarding requests to waive submittal requirements are at the discretion of the Community Development Director and may not be appealed.

All information submitted with the application becomes a part of the public record and will be a permanent part of the file.

All attachments and exhibits must be legible, suitable for recording, and of a size that will fit or conveniently fold into a letter size (8 ½ by 11) folder.

Explanatory Notes – Part I

A. Applicant's name: The applicant may be the landowner or an authorized agent.
B. Relationship of applicant to property: Indicate if the applicant is the property owner, and if so, the type of ownership. If the applicant is not the owner of the property, indicate the relationship of the applicant to the owner and submit a notarized authorization from the owner(s) to the applicant.
C. Agent's name: If the applicant will have others representing him/her in processing the application, indicate name, address, and phone number.
D. Other agents: Provide contact information for any other agents that may be involved in the request.

Explanatory Notes – Part II

Indicate the requested action.

Explanatory Notes – Part III

If waiver of any application requirement has been approved by the Community Development Director, attach a copy of the approval. Please request waivers prior to applying. Exhibit 3-1

Explanatory Notes – Part IV

A. If the property owner is an individual or husband and wife, check the box and provide the information.

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Explanatory Notes – Part V

A. If there are multiple property owners exhibit 5-1, complete the disclosure form and include the names and mailing addresses of all persons or entities having an ownership interest in the property, including the names of all stockholders and trust beneficiaries. Disclosure is not required of any entity whose interests are solely equity interests that are regularly traded on an established securities market in the United States or another country.
B. If more than one parcel is involved, submit a list of all property owners and their mailing addresses. Provide a map keyed to the list of property owners showing their interests. The applicant is responsible for the accuracy of the list and map Exhibit 5-2
C. Where the property is a condominium or timeshare condominium, the application must be initiated by both the condominium association and no less than 75% of the total number of unit owners. To verify ownership, the list of property owners must be identified by unit number and/or timeshare period as applicable, along with proof that the owners who did not join in the application were given actual written notice of the application by the applicants, who must verify the list and the notice by sworn affidavit. Attach this affidavit as Exhibit 5-3.
D. In addition, a letter of opinion from an attorney licensed to practice law in the State of Florida addressing the considerations in LDC Section 34-201(a)(1)b.3. must be attached as Exhibit 5-4.

Explanatory Notes – Part VI

A. Include the street address of the subject property. List STRAP number. If more than one parcel is involved, list all STRAP numbers. If you don't know the STRAP number, you can look up the property in the records of the Lee County Property Appraiser at http://www.leepa.org. If the application includes only one or more undivided platted lots within a subdivision officially recorded in the Plat Books of Lee County, Florida, identify the property by lot number(s), block if applicable, subdivision unit if applicable, subdivision name, and plat book number and page number. If the property is not one or more undivided platted lots or is in an "unrecorded" subdivision, attach a metes and bounds legal description giving accurate bearings and distances for each course. If multiple parcels are involved, the metes and bounds legal description must describe the perimeter of the entire property subject to the request. The initial point in the description must be related to at least one established identifiable real property corner, such as a government corner or a recorded corner. The bearings used in the description must be clearly referenced to a well-established and monumented line. Exhibit 6-1
B. Submit a Boundary Survey meeting the minimum technical standards for surveying set out in Chapter 61G17-6 of the Florida Administrative Code. Make sure that the surveyor is aware of any specific needs of the survey (location of Coastal Construction Lines, locations of existing structures, locations of easements, etc) that are relevant to your request. The perimeter boundary of the entire subject property should be indicated clearly with a heavy

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line. Exhibit 6-2

C. Provide the property dimensions or the approximate dimensions if the property is not a regular quadrilateral.
D. Describe how to get to the property starting from either the Sky Bridge or the Big Carlos Pass Bridge (specify which). Exhibit 6-3
E. If there are any deed restrictions or covenants that might affect the requested action, provide the information. Exhibit 6-4
F. A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit 6-5
G. Attach a list of the surrounding property owners within 500 feet of the perimeter of the area of the request. Also include two sets of mailing labels providing the names and addresses of the owners on this list, and a map showing the parcel boundaries within the 500-foot radius Exhibit 6-6. This information can be acquired for a small fee by requesting a "variance report" from the Map Sales Office at the Lee County Property Appraiser's Office. Contact information for the Property Appraiser can be found at http://www.leepa.org.
H. Indicate the Future Land Use Map category or categories of the property as shown on the Fort Myers Beach Comprehensive Plan's Future Land Use Map, and whether the property is located in the "platted overlay" on the map.
I. Indicate the current zoning of the property. In most cases the current zoning is shown on the official zoning map of the Town of Fort Myers Beach, as adopted by ordinance. If zoning actions affecting the subject property have been taken since March 2004, call Town Hall to verify the current zoning.

Explanatory Notes – Part IV & V

The applicant must sign and submit either of the affidavits in Part V & VI, as applicable.

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Case # _____ Date Received: _____

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:	
Authorized Applicant:	Gordian Multistrategy Fund, LLC - John Prinz
LeePA STRAP Number:	29-46-24-W2-0050C.0120

Current Property Status:			
Current Zoning:	Residential		
Future Land Use Map (FLUM) Category:	Low Density		
Comp Plan Density:	**Platted Overlay?**	☐ **Yes**	☑ **No**

Variance is requested from:

LDC Section Number	**Title of Section or Subsection**

Complete the narrative statements below for EACH variance requested.

Case # _____ Date Received: _____

PART I

Narrative Statements

Table 34-3

Request for variance from _____(LDC Section number)

Explain the specific regulation contained in this section from which relief is sought:
Request ia a variance from the required street setbacks in Table 34-3

Reasons for request

Explain why the variance is needed:
Original house construction already does not comply with the setback regulation
to Bayshore Road. The new deck construction will not exceed the existing house set
back from Bayshore Road.

Case # _____ Date Received: _____

Explain the possible effect the variance, if granted, would have on surrounding properties:
No effects on the surrounding proerties.

Explain the hardship (what is unique about the property) that justifies relief from the regulation:

A larger deck area is desired by the owner outside the front door.
Current deck area outside the front door is too small.

Case # _____ Date Received: _____

Explain how the property qualifies for a variance. Direct this explanation to the guidelines for decision-making in LDC Section 34-87.
The new deck construction will not have a negative effect on the
surrounding properties. The new deck construction will not exceed the
existing setback more than the existing house from Bayshore Road.

PART 2
Submittal Requirements

All applications for a variance must be submitted electronically through our Iworq portal - iworq (talktomycity.com)

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
- Fee in the amount of $1800.00 (residential)/Additional Variance $500.00
- Variance (non-residential) $2800.00/ Additional Variance $700.00

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.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-247**

1. **Request:**

Meeting Date: February 17, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/DENYING SPECIAL EXCEPTION SEZ20250271, A REQUEST TO INCREASE THE NUMBER OF BEDROOMS IN A TWO-FAMILY RESIDENCE WHILE UTILIZING THE POST-DISASTER BUILDBACK CODE OF THE LDC SECTION 34-3238(2)(E)(4)(A), FOR THE PROPERTY LOCATED AT 166/168 COCONUT DRIVE, GENERALLY REFERRED TO AS STRAP NUMBER: 29-46-24-W2-0070A.0160 IN FORT MYERS BEACH; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

Why the action is necessary:

Town Council takes into account the LPA recommendations.

What the action accomplishes:

Town Council takes into account the LPA recommendations.

2. **Agenda:**
PUBLIC HEARINGS

3. **Requirement/Purpose:**
Resolution

4. **Submitter of Information:**
Jason Green, Community Development Services, Jason Smalley, Senior Planner

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5. **Background:**

Michael Martell, the applicant for 166/168 Coconut Drive, is requesting a Special Exception to increase the number of bedrooms as part of a redevelopment utilizing the Post-Disaster Buildback policy. Based on data available from the Lee County Property Appraiser's Office, the structure supported a duplex, or two-family residence, with a total of five (5) bedrooms and three (3) bathrooms prior to Hurricane Ian.

The Town's Buildback policy allows an applicant, by right, to increase the number of full bathrooms to equal the number of bedrooms that existed in the structure prior to a storm. Any additional bedrooms or bathrooms must be requested through the Special Exception process. The applicant is now proposing six (6) bedrooms and five (5) full bathrooms and is requesting a Special Exception for the additional bedroom.

The homeowner has stated that he intends to live in one of the dwelling units and rent the other dwelling unit, as permitted within his zoning district. Based on supporting data submitted by the applicant, staff confirmed that the structure was eligible to be rebuilt with two (2) living units pursuant to the Post-Disaster Buildback provisions.

The property is a nonconforming lot within the Single Family Residential (RS) zoning district. Prior to Hurricane Ian, the primary structure was nonconforming due to a staircase encroaching into the required twenty-five-foot (25') street setback and the required seven-and-one-half-foot (7.5') side setback along the west side of the property. The applicant plans to replace the staircase in the same location and will apply for a variance prior to the issuance of building permits.

The Town's LPA reviewed the application on January 13, 2026, and unanimously voted to recommend approval with conditions for Town Council's consideration.

Attachments:

1. Final Resolution 26-015, SEZ 20250271 for 166-168 Coconut Drive (4)
2. Exhibit A to Resolution-Site plan
3. Staff report
4. Application

Financial Impact:

Unknown

6. **Alternative Action**

Deny

7. **Management Recommendations:**

Staff recommends **approval with conditions** for SEZ20250271, a request to increase the number of bedrooms from five to six bedrooms in a two-family residence utilizing the Post-Disaster Buildback code.

8. **Recommended Approval:**

Sakshi Goel, Sr. Land Planner	Created/Initiated - 2/3/2026
Georgina Cid, Community Development Manager	Approved - 2/3/2026
Frankie Kropacek, Community Development Director	Approved - 2/3/2026
nancy stuparich, Town Attorney	Approved - 2/9/2026
Amy Baker, Town Clerk	Approved - 2/10/2026
William McKannay, Town Manager	Final Approval - 2/11/2026

RESOLUTION NUMBER 26-015

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING/ APPROVING WITH CONDITIONS/DENYING SPECIAL EXCEPTION SEZ20250271, A REQUEST TO INCREASE THE NUMBER OF BEDROOMS IN A TWO-FAMILY RESIDENCE WHILE UTILIZING THE POST-DISASTER BUILDBACK CODE OF THE LDC SECTION 34-3238(2)(E)(4)(A), FOR THE PROPERTY LOCATED AT 166/168 COCONUT DRIVE, GENERALLY REFERRED TO AS STRAP NUMBER: 29-46-24-W2-0070A.0160 IN FORT MYERS BEACH; PROVIDING FOR SCRIVENER'S ERRORS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

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

WHEREAS, Applicant Michael Martell, on behalf of the property owner, US Bank Trust Company NA TR, is requesting a Special Exception to increase the number of bedrooms in a two-family residence while utilizing “Post-Disaster Buildback” in Section 34-3238(2)(e)(4)(a) of the Fort Myers Beach Land Development Code (“LDC”) for the real property located at 166/168 Coconut Drive, Fort Myers Beach, Florida (hereinafter "Subject Property"); and

WHEREAS, the STRAP number for the Subject Property is 29-46-24-W2-0070A.0160; and

WHEREAS, the Subject Property is located in the “Low Density Residential” category of the Future Land Use Map of the Comprehensive Plan; and

WHEREAS, the Subject Property is located in the “Single-family residential” zoning district of the Official Zoning Map of the Town of Fort Myers Beach, Florida; and

WHEREAS, the Single-family residential (RS) zoning district requires a minimum lot width of 75 feet and a minimum lot depth of 100 feet, with a total lot area of 7,500 square feet; and

WHEREAS, the Subject Property is a 50-foot-wide and 100-foot-deep non-conforming lot in the RS zoning district; and

WHEREAS, the Town’s “Post-Disaster Buildback” policy allows buildings that exceed the density for new buildings and that are damaged or destroyed by a disaster, including fire,

tropical storms, floods, and hurricanes, to be replaced to their pre-disaster lawful density in accordance with Policy 4-D-1 of the Fort Myers Beach Comprehensive Plan; and

WHEREAS, a duplex has been located on the Subject Property since 1958 and based on supporting data submitted by the Applicant, staff was able to confirm that the property owner was eligible to rebuild two (2) living units utilizing the "Post-Disaster Buildback" policy; and

WHEREAS, the previous structure supported 5 total bedrooms and 3 bathrooms as documented in data available from the Lee County Property Appraiser's office prior to Hurricane Ian; and

WHEREAS, the Applicant proposes to now rebuild the duplex with 6 bedrooms while maintaining the same interior square footage above base flood elevation as the total under-roof square footage of the previous structure destroyed by Hurricane Ian (See "Exhibit A"); and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency ("LPA") on January 13, 2026, and at said hearing the LPA gave full and complete consideration to the request of the Applicant, the recommendations from Town staff, the documents in the file, and the testimony of all interested persons, as required by LDC Section 34-88(b) of the LDC, and voted 7 to 0 to recommend approval of the Special Exception request with conditions; and

WHEREAS, on February 17, 2026, 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 Section 34-88(b) of the LDC; and

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

NOW THEREFORE, IT IS HEREBY RESOLVED BY 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 Applicants did/ did not meet their burden of proof that the requested Special Exception does/ does not meet the requirements of the Town Comprehensive Plan and LDC, and approving the Special Exception is/ is not in the best interest of the Town. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicants, Town staff, and interested parties and public, the Town Council **APPROVES/APPROVES WITH CONDITIONS/DENIES** the Special Exception request to increase the number of bedrooms in a two-family residence while utilizing the "Post-Disaster Buildback" policy in Section 34-3238(2)(e)(4)(a) of the LDC.

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

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

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

A. Three parking spaces must be provided on site. It shall be the responsibility of the Applicant to ensure that vehicles have access to stabilized parking spaces and that on-street parking does not occur.
B. Approval of this Special Exception does not give the Applicant an undeniable right to permit approval. Development of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
C. Failure to comply with any of the above-mentioned conditions of approval for the Special Exception will render this approval null and void.

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

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

ADOPTED this ___day of February, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, Town Attorney

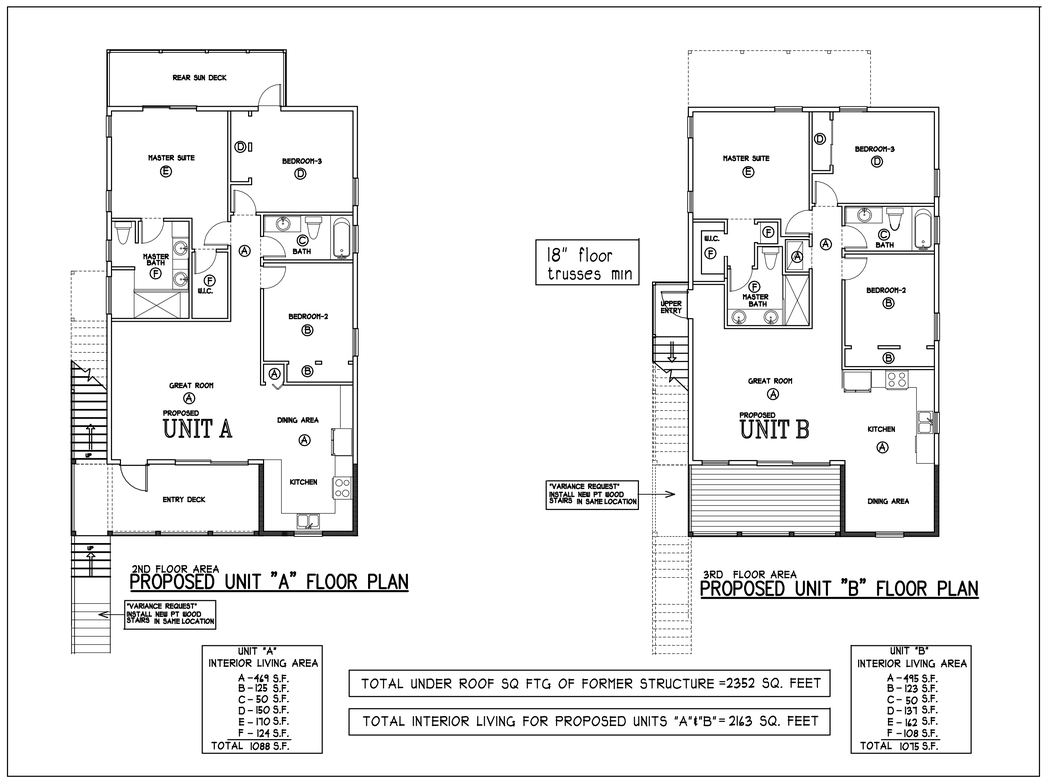
This Resolution was filed in the Office of the Town Clerk on this ___ day of February, 2026.

EXHIBITS
Exhibit A: Site Plan

A CONCEPTUAL DESIGN FOR MIKE MARTELL
DUPLEX
AT 166/168 COCONUT DR
FORT MYERS BEACH
FLOOD ZONE AE
BASE FLOOD ELEV. 11 NAVD

TO USE EXISTING FOOTPRINT
OF THE BUILDING AS IT SITS NOW

TOP OF BOTTOM FLOOR ELEV= 4.4
TOP OF 2ND FLOOR AS IS ELEV= 13.1

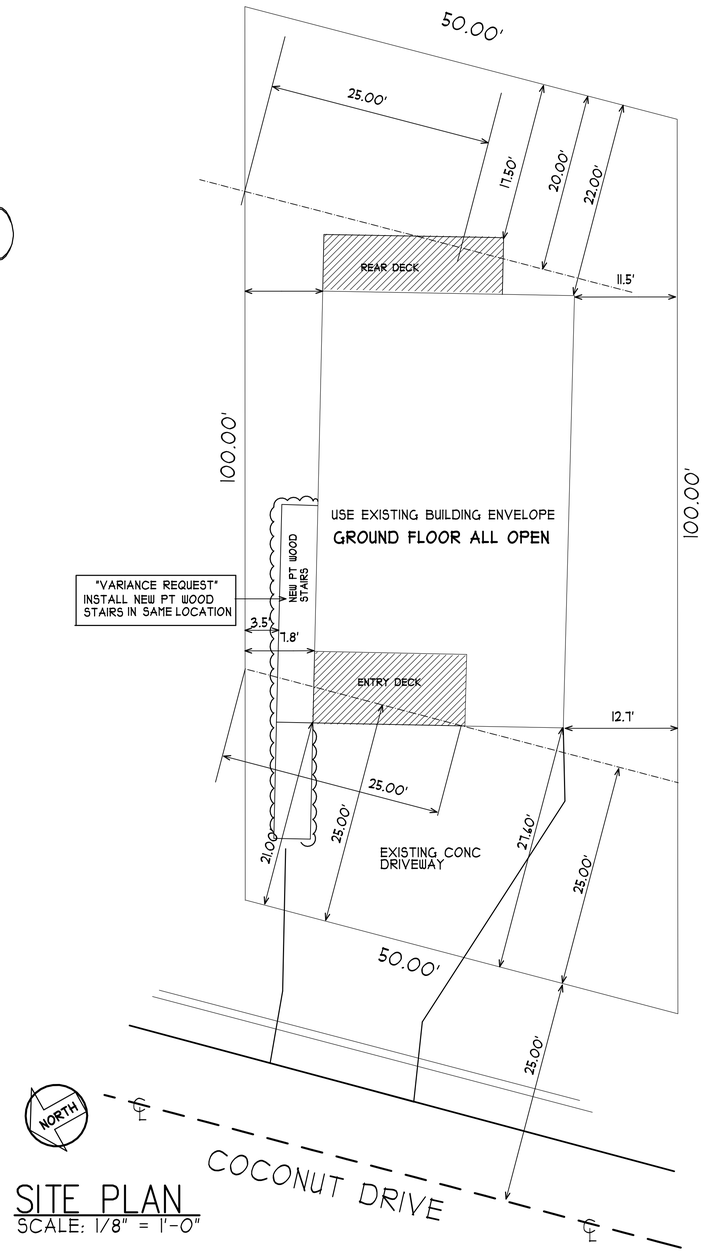


UNIT "A" INTERIOR LIVING AREA
A - 469 S.F.
B - 125 S.F.
C - 50 S.F.
D - 150 S.F.
E - 170 S.F.
F - 124 S.F.
TOTAL 1088 S.F.

TOTAL UNDER ROOF SQ FTG OF FORMER STRUCTURE =2352 SQ. FEET

TOTAL INTERIOR LIVING FOR PROPOSED UNITS "A"&"B"= 2163 SQ. FEET

UNIT "B" INTERIOR LIVING AREA
A - 495 S.F.
B - 123 S.F.
C - 50 S.F.
D - 137 S.F.
E - 162 S.F.
F - 108 S.F.
TOTAL 1075 S.F.



SITE PLAN
SCALE: 1/8" = 1'-0"

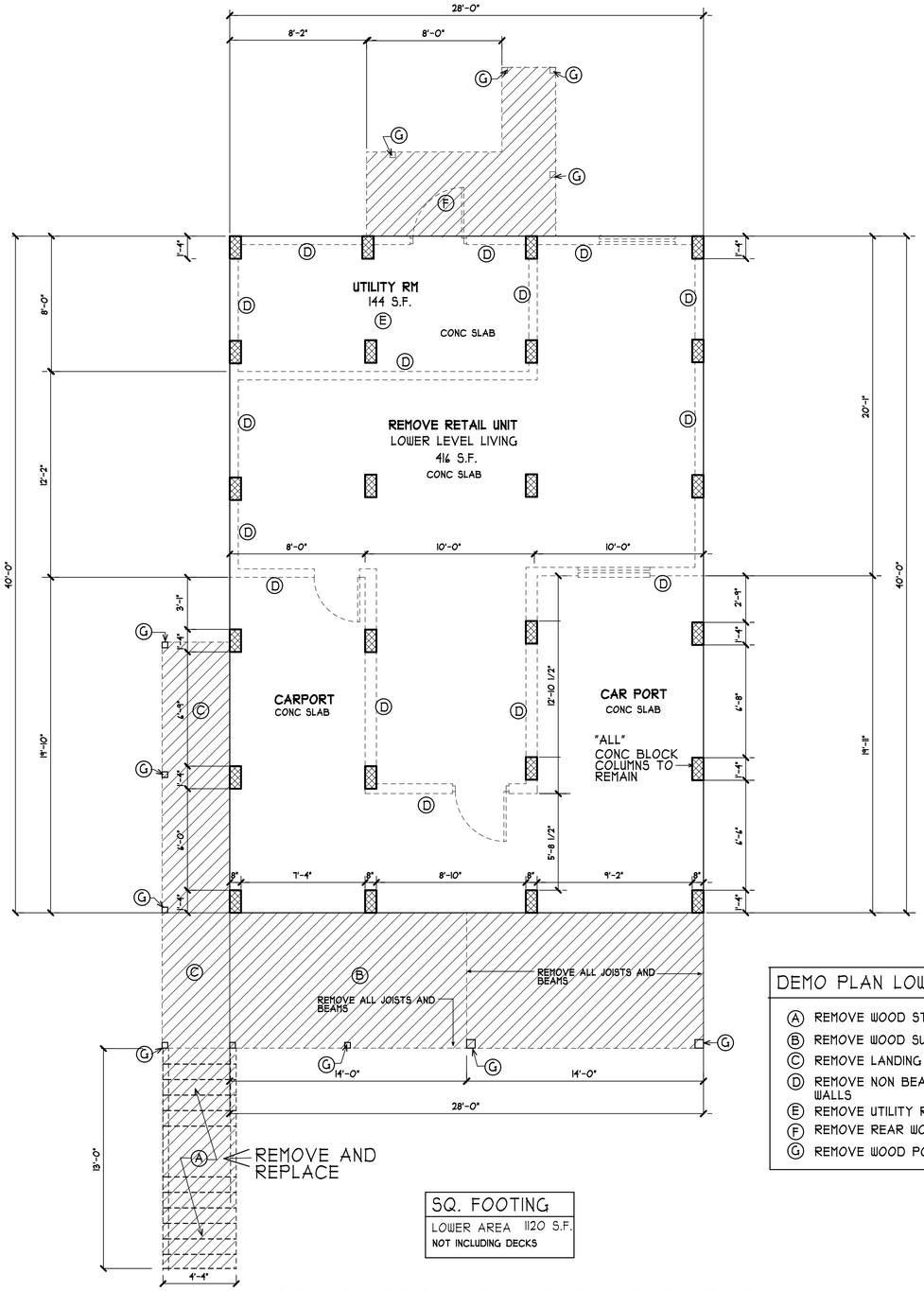
GulfCoast Engineering, LLC
3002 Del Prado Blvd. Ste. B / Cape Coral, Fl. 33904
FLCBC059991 / www.gcefl.com
Ph: (239) 458-6633 / Fax: (239) 458-6733
Toll Free: (877) 740-3366 / FL COA #9910

ENGINEER'S SEAL

DAN ACHAVAL DRAFTING & DESIGN
RESIDENTIAL • NEW CONSTRUCTION • REMODELS

NAME: MIKE MARTELL
CONCEPT DUPLEX DESIGN
UNIT / BLK.:
LOTS:
ADDRESS: 166/168 COCONUT DRIVE
CITY: FORT MYERS BEACH
COUNTY: LEE
STATE / ZIP: 33931

REVISIONS:
DATE: 9-11-25
DRWN. BY: D. ACHAVAL
SHEET NO: 1 OF 4



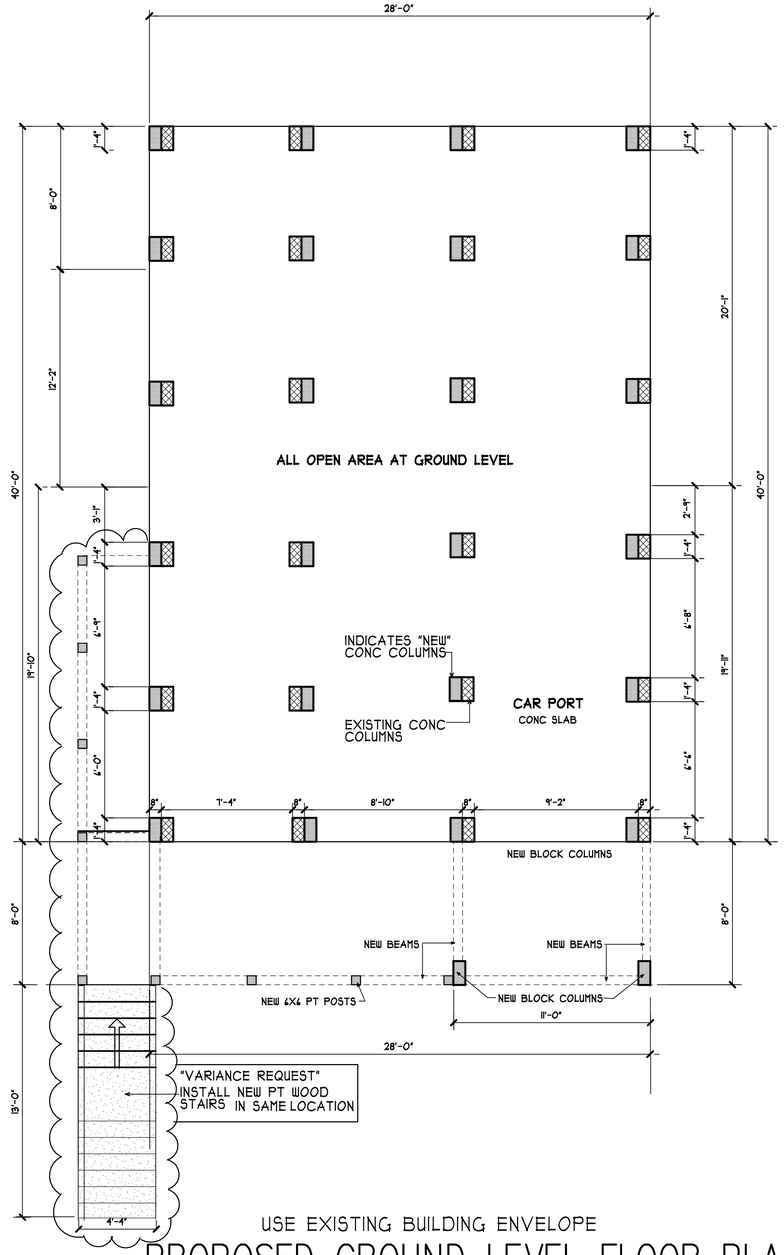
DEMO PLAN LOWER LEVEL

- (A) REMOVE WOOD STAIRS
- (B) REMOVE WOOD SUN DECK
- (C) REMOVE LANDING
- (D) REMOVE NON BEARING FRAME WALLS
- (E) REMOVE UTILITY ROOM
- (F) REMOVE REAR WOOD DECK
- (G) REMOVE WOOD POSTS

SQ. FOOTING	
LOWER AREA	1120 S.F.
NOT INCLUDING DECKS	

EXISTING GROUND LEVEL FLOOR PLAN

SCALE: 1/4" = 1'-0"



USE EXISTING BUILDING ENVELOPE

PROPOSED GROUND LEVEL FLOOR PLAN

SCALE: 1/4" = 1'-0"

GROUND FLR SQ FTG	
LOWER AREA	1120 S.F.

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FLCBC059991 / www.gcefl.com
Ph: (239) 458-6633 / Fax: (239) 458-6733
Toll Free: (877) 740-3366 / FL COA #9910

ENGINEER'S SEAL

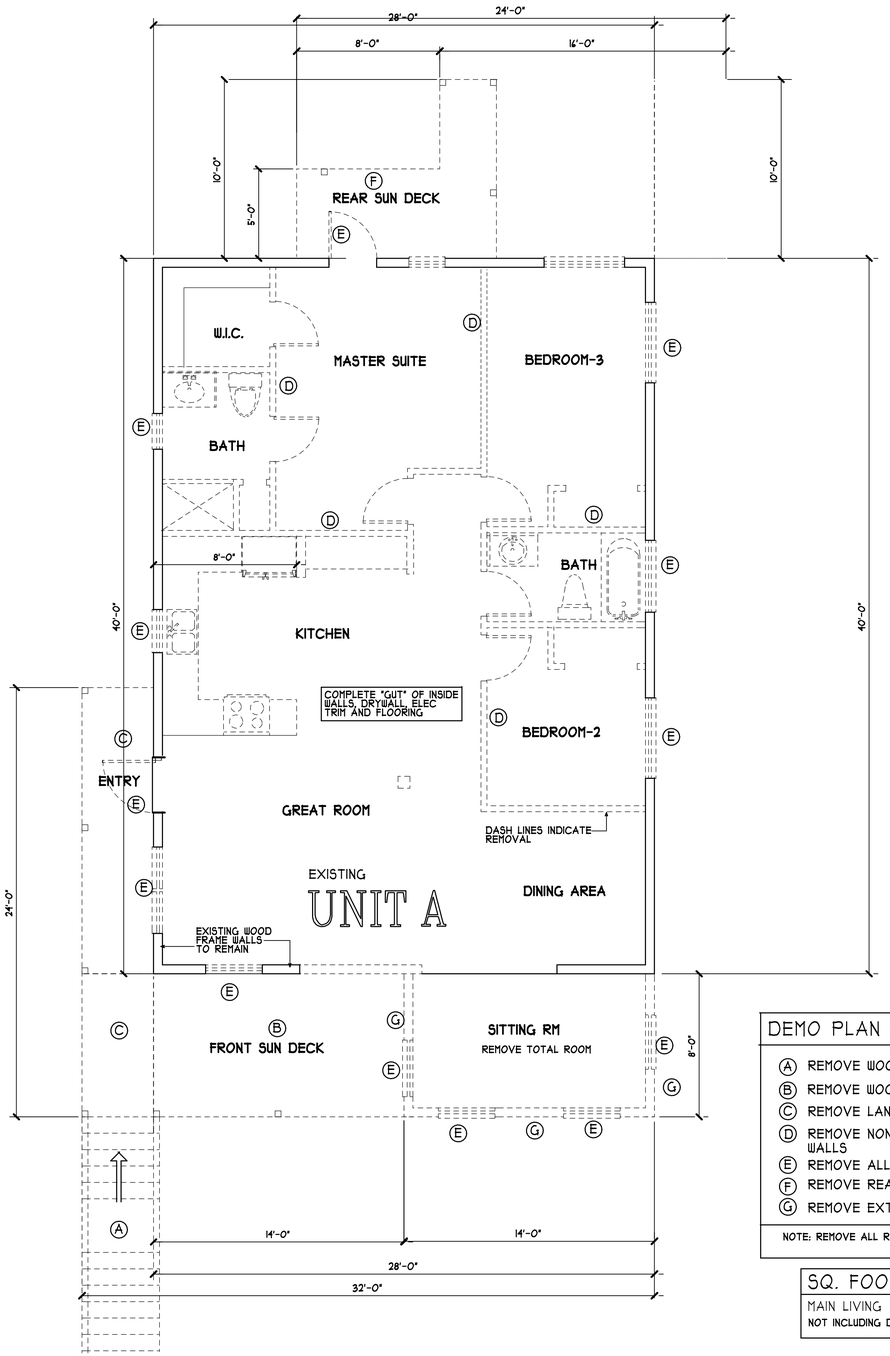
DAN ACHAVAL DRAFTING & DESIGN
RESIDENTIAL • NEW CONSTRUCTION • REMODELS

NAME: MIKE MARTELL
CONCEPT DUPLEX DESIGN
UNIT / BLK.:
LOTS: 166/168 COCONUT DRIVE
ADDRESS: FORT MYERS BEACH
CITY: LEE
COUNTY:
STATE / ZIP: 33931

REVISIONS:

DATE: 8-25-25
DRWN. BY: D. ACHAVAL

SHEET NO: 2 OF 4



EXISTING UNIT "A" FLOOR PLAN

SCALE: 1/4" = 1'-0"

DEMO PLAN UPPER LEVEL

- (A) REMOVE WOOD STAIRS
- (B) REMOVE WOOD SUN DECK
- (C) REMOVE LANDING
- (D) REMOVE NON BEARING FRAME WALLS
- (E) REMOVE ALL WINDOWS/DOORS
- (F) REMOVE REAR WOOD DECK
- (G) REMOVE EXTERIOR WALLS

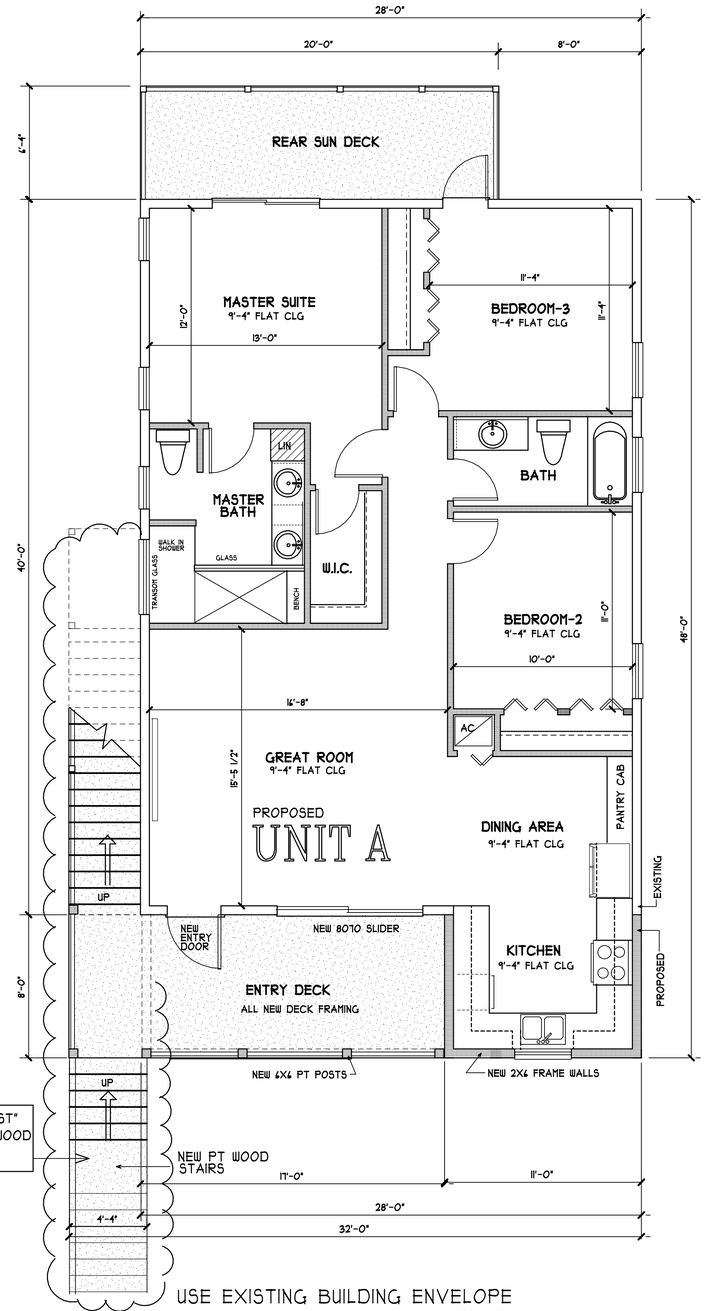
NOTE: REMOVE ALL ROOF FRAMING

SQ. FOOTING

MAIN LIVING	1232 S.F

NOT INCLUDING DECKS

114 " area for truck



USE EXISTING BUILDING ENVELOPE

PROPOSED UNIT "A" FLOOR PLAN

2ND FLOOR AREA

SCALE: 1/4" = 1'-0"

UNIT "A" SQ. FTG

INTERIOR LIVING	1088 S.F.
ENTRY DECK	168 S.F.
REAR SUN DECK	126 S.F.
WOOD STAIRS	170 S.F.

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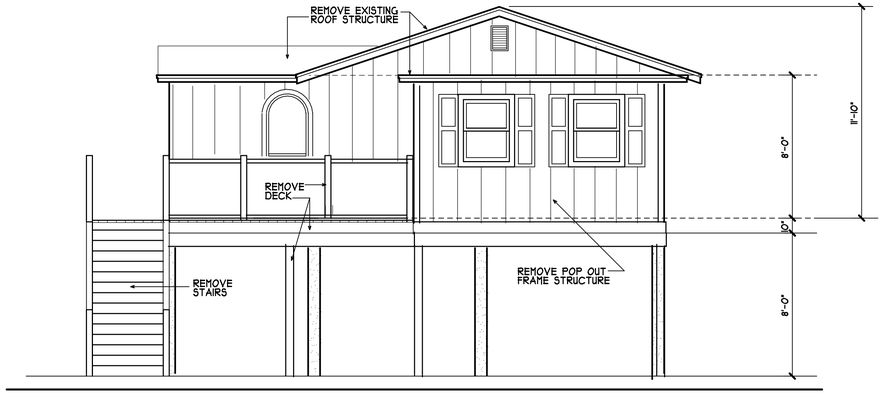
Toll Free: (877) 740-3366 / FL COA #9910

ENGINEER'S SEAL

DAN ACHAVAL DRAFTING & DESIGN
RESIDENTIAL • NEW CONSTRUCTION • RE-MODELS

NAME: MIKE MARTELL
CONCEPT DUPLEX DESIGN
UNIT / BLK:
LOTS:
ADDRESS: 146/148 COCONUT DRIVE
CITY: FORT MYERS BEACH
COUNTY: LEE
STATE / ZIP: 33931

REVISIONS:
DATE: 8-25-25
DRWN. BY: D. ACHAVAL
SHEET NO: 3 OF 4

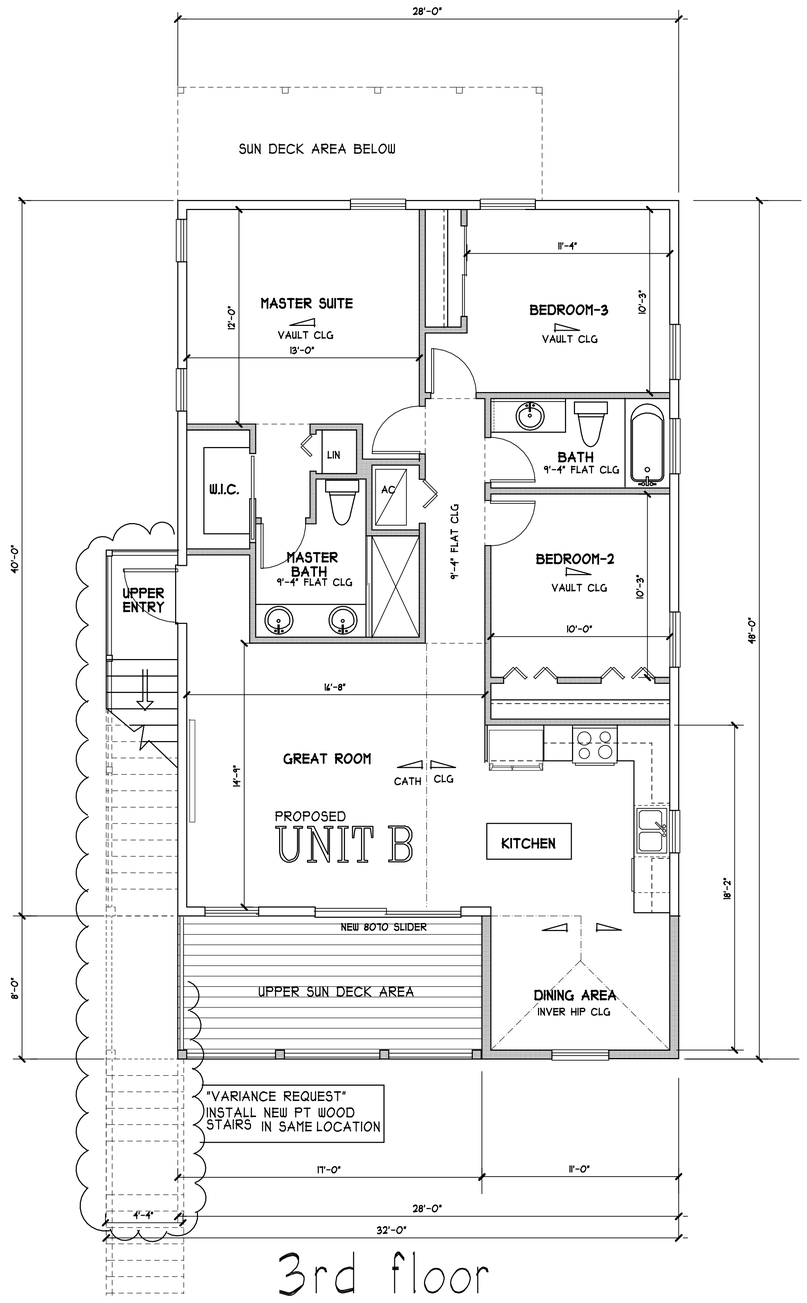


EXISTING FRONT ELEVATION

SCALE: 1/4" = 1'-0"

PROPOSED FRONT ELEVATION

SCALE: 1/4" = 1'-0"



3rd floor

PROPOSED UNIT "B" FLOOR PLAN

3RD FLOOR AREA

SCALE: 1/4" = 1'-0"

UNIT "B" SQ. FTG
INTERIOR LIVING 1075 S.F.
UPPER SUN DECK 136 S.F.

GulfCoast Engineering, LLC
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FLCBC059991 / www.gcefl.com
Ph: (239) 458-6633 / Fax: (239) 458-6733
Toll Free: (877) 740-3366 / FL COA #9910

ENGINEER'S SEAL

DAN ACHAVAL
DRAFTING & DESIGN
RESIDENTIAL • NEW CONSTRUCTION • RE-MODELS

NAME: MIKE MARTELL
CONCEPT DUPLEX DESIGN
UNIT / BLK:
LOTS:
ADDRESS: 166/168 COCONUT DRIVE
CITY: FORT MYERS BEACH
COUNTY: LEE
STATE / ZIP: 33931

REVISIONS:

DATE: 8-25-25
DRWN. BY: D. ACHAVAL

SHEET NO: 4 OF 4

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE:	**Special Exception**
CASE NUMBER:	**SEZ20250271**
CASE NAME:	**166/168 Coconut Drive; Resolution 26-015, requesting a Special Exception to increase the number of bedrooms in a two-family residence while utilizing the Post-Disaster Buildback code of the LDC Section 34-3238(2)(e)(4)(a).**
LPA HEARING DATE:	**January 13, 2026; 9:00 am**
TOWN COUNCIL HEARING DATE:	**February 17, 2026; 9:00 am**
STAFF RECOMMENDATION:	**Approval with conditions**
PREPARED/ SUBMITTED BY:	**Sakshi, LEED AP ND / Jason Green, AICP, PMP**

I. APPLICATION SUMMARY

Applicant/Owner:	Michael Martell, One Sunshine State, LLC/ US Bank Trust Company NA TR
Request:	a Special Exception to increase the number of bedrooms in a two-family residence while utilizing the Post-Disaster Buildback code of the LDC sec. 34-3238(2)(e)(4)(a).
Subject Property:	See attached site plan
Physical Address:	166/168 Coconut Drive
STRAP #:	29-46-24-W2-0070A.0160
FLU:	Low Density Residential
Zoning:	Single-Family Residential (RS)

Adjacent zoning and land uses:

North:	LOW DENSITY RESIDENTIAL Single family residential
South:	LOW DENSITY RESIDENTIAL Single family residential
East:	LOW DENSITY RESIDENTIAL Single family residential
West:	LOW DENSITY RESIDENTIAL Single family residential

II. BACKGROUND AND ANALYSIS

Background:

Michael Martell, the Applicant for 166/168 Coconut Drive, is requesting a Special Exception to increase the number of bedrooms as part of redevelopment utilizing the Post-Disaster Buildback policy. Based on data available from the Lee County Property Appraiser's office, the structure supported a duplex or two-family residence with 5 total bedrooms and 3 bathrooms prior to Hurricane Ian. The Town's Buildback policy allows the Applicant to increase the number of full bathrooms, by right, to equal the number of bedrooms in the structure before a storm. Any additional bedrooms and bathrooms may only be requested through a Special Exception process. The Applicant is now proposing 6 bedrooms and 5 full bathrooms and is requesting a Special Exception for the additional bedroom. The homeowner has stated that he intends to live in one of the dwelling units and rent the other dwelling unit as allowed for in his zoning district. Based on supporting data submitted by the Applicant, staff was able to confirm that the structure was eligible to rebuild two (2) living units utilizing the Post-Disaster Buildback language.

The property is a non-conforming lot in the RS zoning district. Prior to Hurricane Ian, the primary structure was non-conforming due to the staircase encroaching into the required 25-foot street setback and the required 7.5-foot side setback along the west side of the property. The Applicant plans to replace the staircase in the same location and apply for a variance for the same prior to building permits.

The Town's LPA reviewed the application on January 13, 2026, and unanimously voted to recommend approval with conditions for Town Council's consideration.

Analysis:

The purpose of the RS zoning district is to provide stable neighborhoods where single-family detached homes are the predominant land use. A conforming lot in the RS zoning is at least 75 feet wide and 100 feet deep, or 7,500 square feet of area. The subject property is a 50-foot-wide and 100-foot-deep, nonconforming lot.

Town's Buildback policy allows buildings that exceed the density for new buildings and that are damaged or destroyed by a disaster, including fire, tropical storms, floods, and hurricanes, to be replaced to their pre-disaster lawful density in accordance with Policy 4-D-1 of the Fort Myers Beach Comprehensive Plan. The subject property is part of a single-family residential neighborhood. Based on data available from the Lee County Property Appraiser's office, the subject property has supported a duplex since 1958. Based on supporting data submitted by the Applicant, staff was able to confirm that the structure was eligible to rebuild two (2) living units utilizing the Post-Disaster Buildback language. The Applicant has also provided sufficient information to confirm that the reconstructed duplex will maintain the same total interior square footage above base flood elevation as the total under-roof square footage of the previous structure.

Based on data available from the Lee County Property Appraiser's office, the structure supported 5 total bedrooms and 3 bathrooms documented prior to Hurricane Ian. Town's Buildback policy allows the Applicant to increase the number of full bathrooms to equal the number of bedrooms in the structure before storm by right. Additional bedrooms and bathrooms may only be requested through a Special Exception process. The Applicant is proposing 6 total bedrooms and 5 full bathrooms. The Applicant is, therefore, requesting a Special Exception for an additional bedroom.

Neighborhood Compatibility:
The proposed duplex has been at this location since 1958. The proposed replacement of the duplex is similar to pre-Ian conditions. Granting a Special Exception to increase the number of bedrooms to six, while maintaining same total interior square footage above base flood elevation as the total under-roof square footage of the previous structure will not adversely affect the character of the neighborhood.

Findings and Conclusions:

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

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

   The existing duplex was damaged during Hurricane Ian.

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

The request is consistent with goals, objectives, policies, and intent of the Fort Myers Beach Comprehensive Plan.

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

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

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

The reconstructed duplex will maintain the same total interior square footage above base flood elevation as the total under-roof square footage of the previous structure. Staff does not anticipate any additional negative impact on the environment, critical areas, or natural resources if the Special Exception were to be approved.

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

The proposed two-family use has existed on this property since 1958. The request to reconstruct the previously existing duplex is compatible with the existing use and will not cause damage, hazard, nuisance, or other detriment to persons or property.

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

The proposed reconstruction of the duplex will be completed in compliance with the Town's Land Development Code.

III. RECOMMENDATION

Staff finds that the Special Exception request *to increase the number of bedrooms in a two-family residence while utilizing the Post-Disaster Buildback code of the LDC sec. 34-3238(2)(e)(4)(a)* is in compliance with LDC Sec. 34-88(b).

Therefore, staff recommends **approval with conditions** for SEZ20250271, a request to increase the number of bedrooms to six bedrooms in a two-family residence utilizing the Post-Disaster Buildback code.

The Town's LPA reviewed the application on January 13, 2026, and unanimously voted to recommend approval with conditions for Town Council's consideration.

III. CONDITIONS OF APPROVAL

If Town Council recommends approval for the requests, staff recommends the following conditions of approval.

1) Three parking spaces must be provided on site. It shall be the responsibility of the Applicant to ensure that vehicles have access to stabilized parking spaces and that on-street parking does not occur.

2) Approval of this Special Exception does not give the Applicant an undeniable right to permit approval. Development of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.

3) Failure to comply with any of the above-mentioned conditions of approval for the Special Exception will render this approval null and void.

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

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

Site Address: 166/168 Coconut Drive Fort Myers Beach, FL 33931

STRAP Number: 29-46-24-W2-0070A.0160

Applicant: Michael Martell / One Sunshine State LLC Phone: 954-449-3535

Contact Name: Michael Martell Phone: 954-449-3535

Email: mike@martellconstruction.co Fax: _____

Current Zoning District: RS- Duplex

Future Land Use Map (FLUM) Category: Low Density

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

ACTION REQUESTED	SUPPLEMENTAL FORM REQUIRED
☑ Special Exception	PH-A
☐ Variance	PH-B
☐ Conventional Rezoning	PH-C
☐ Planned Development ☐ Commercial ☐ Residential	PH-D
☐ Master Concept Plan Extension	PH-E
☐ Appeal of Administrative Action	PH-F
☐ Vacation of Platted Right-of-way and Easement	PH-G
☐ Other – cite LDC Section: _____	attach on separate sheet

PART I – General Information

A. Applicant*: Michael Martell / One Sunshine State LLC Phone: 954-449-3535

**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: 122 NE 20th Court Cape Coral, FL 33909

Email: mike@martellconstruction.co Fax: _____

Contact Name: Michael Martell Phone: 954-449-3535

B. Relationship of Applicant to subject property:

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

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

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

Name: Michael Martell Phone: 954-449-3535

Address: 122 NE 20th Court Cape Coral, FL 33909

Email: mike@martellconstruction.co Fax: _____

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

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

Name: _____ Phone: _____

Address: _____

Email: _____ Fax: _____

PART II – Nature of Request

Requested Action (each request requires a separate application)

- ☑ Special Exception
- ☐ Variance from LDC Section _____ - _____
- ☐ Conventional Rezoning from _____ to _____
- ☐ 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)

☐ Single Owner (individual or husband and wife)

Name: _____ Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT
APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

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

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

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

I have authorized the staff of the Town of Fort Myers Beach Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

Signature

Michael Martell
Printed Name

STATE OF Florida **COUNTY OF** Lee

The foregoing instrument was certified and subscribed before me by means of X physical presence OR ____ online notarization, this 10th day of October, 2025, by Michael R. Martell, ☐ who is personally known to me OR ☒ who has produced Drivers License as identification.

NOTARY PUBLIC STATE OF FLORIDA
Expires 5/5/2029
Pablo Reynoso
My Commission HH 672643

{SEAL}

Notary Public Signature

PART V
Property Ownership (Multiple Owners)

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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address	Percentage Ownership

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

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

Name, Address and Office	Percentage of Stock

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
US Bank Trust Company NA TR 3900 Capital Blvd Lansing MI 48906	100

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
One Sunshine State LLC 122 NE 20th Court Cape Coral, FL 33909	
Mike Martell (Member) 122 NE 20th Court Cape Coral, FL 33909	100

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

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

Date of Contract: 07-25-25

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

Michael Martell
Printed Name

AFFIDAVIT

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

I, Michael Martell (name), as MGR (title) of One Sunshine State LLC (company), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

One Sunshine State LLC

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

Signature

MGR

Title

Michael Martell

Typed or Printed Name

10-08-25

Date

STATE OF florida **COUNTY OF** Lee

The foregoing instrument was certified and subscribed before me by means of X physical presence OR ☐ online notarization, this 10th day of October, 2025, by Michael R. Martell, ☐ who is personally known to me OR ☒ who has produced Drivers License as identification.

Seal

NOTARY PUBLIC Expires 5/5/2029 Pablo Reynoso My Commission HH 672643 STATE OF FLORIDA

Notary Public Signature

PART VI. Property Information

A. Legal Description:

STRAP: 29-46-24-W2-0070A.0160

Property Address: 166-168 Coconut Drive Fort Myers Beach, FL 33931

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee County?

☐ No. Attach a legible copy of the legal description as Exhibit 6-1.

☑ Yes. Property identified in subdivision: Gulf View Plaza

Book: 6 Page: 64 Unit: _____ Block: A Lot(s): 16

B. Boundary Survey:

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

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 50 feet

Depth (please provide an average width if irregular in shape) 100 feet

Frontage on street: 50 feet. Frontage on waterbody: _____ feet

Total land area: 5000 ☐ acres ☑ square feet

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

From Sky Bridge continue on Estero Blvd until you come to Coconut Drive on left.
Make Left on Coconut Drive. Parcel on the right hand side two houses from the end.

☐ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

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

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

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

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

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

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

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

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

EXPLANATORY NOTES

Please do not print, copy and submit these instructions

Please submit required applications, supplemental information, exhibits and documents to zoningpermits@fmbgov.com .

Application fees are set by resolution of the Town Council of the Town of Fort Myers Beach and must be paid before any materials submitted will be considered an application.

The applicant is responsible for the accuracy and completeness of this application. Time delays or additional expenses necessitated by submitting inaccurate or incomplete information will be the responsibility of the applicant. Decisions regarding requests to waive submittal requirements are at the discretion of the Community Development Director and may not be appealed.

All information submitted with the application becomes a part of the public record and will be a permanent part of the file.

All attachments and exhibits must be legible, suitable for recording, and of a size that will fit or conveniently fold into a letter size (8 ½ by 11) folder.

Explanatory Notes – Part I

A. Applicant's name: The applicant may be the landowner or an authorized agent.
B. Relationship of applicant to property: Indicate if the applicant is the property owner, and if so, the type of ownership. If the applicant is not the owner of the property, indicate the relationship of the applicant to the owner and submit a notarized authorization from the owner(s) to the applicant.
C. Agent's name: If the applicant will have others representing him/her in processing the application, indicate name, address, and phone number.
D. Other agents: Provide contact information for any other agents that may be involved in the request.

Explanatory Notes – Part II

Indicate the requested action.

Explanatory Notes – Part III

If waiver of any application requirement has been approved by the Community Development Director, attach a copy of the approval. Please request waivers prior to applying. Exhibit 3-1

Explanatory Notes – Part IV

A. If the property owner is an individual or husband and wife, check the box and provide the information.

Explanatory Notes – Part V

A. If there are multiple property owners exhibit 5-1, complete the disclosure form and include the names and mailing addresses of all persons or entities having an ownership interest in the property, including the names of all stockholders and trust beneficiaries. Disclosure is not required of any entity whose interests are solely equity interests that are regularly traded on an established securities market in the United States or another country.
B. If more than one parcel is involved, submit a list of all property owners and their mailing addresses. Provide a map keyed to the list of property owners showing their interests. The applicant is responsible for the accuracy of the list and map Exhibit 5-2
C. Where the property is a condominium or timeshare condominium, the application must be initiated by both the condominium association and no less than 75% of the total number of unit owners. To verify ownership, the list of property owners must be identified by unit number and/or timeshare period as applicable, along with proof that the owners who did not join in the application were given actual written notice of the application by the applicants, who must verify the list and the notice by sworn affidavit. Attach this affidavit as Exhibit 5-3.
D. In addition, a letter of opinion from an attorney licensed to practice law in the State of Florida addressing the considerations in LDC Section 34-201(a)(1)b.3. must be attached as Exhibit 5-4.

Explanatory Notes – Part VI

A. Include the street address of the subject property. List STRAP number. If more than one parcel is involved, list all STRAP numbers. If you don't know the STRAP number, you can look up the property in the records of the Lee County Property Appraiser at http://www.leepa.org. If the application includes only one or more undivided platted lots within a subdivision officially recorded in the Plat Books of Lee County, Florida, identify the property by lot number(s), block if applicable, subdivision unit if applicable, subdivision name, and plat book number and page number. If the property is not one or more undivided platted lots or is in an "unrecorded" subdivision, attach a metes and bounds legal description giving accurate bearings and distances for each course. If multiple parcels are involved, the metes and bounds legal description must describe the perimeter of the entire property subject to the request. The initial point in the description must be related to at least one established identifiable real property corner, such as a government corner or a recorded corner. The bearings used in the description must be clearly referenced to a well-established and monumented line. Exhibit 6-1
B. Submit a Boundary Survey meeting the minimum technical standards for surveying set out in Chapter 61G17-6 of the Florida Administrative Code. Make sure that the surveyor is aware of any specific needs of the survey (location of Coastal Construction Lines, locations of existing structures, locations of easements, etc) that are relevant to your request. The perimeter boundary of the entire subject property should be indicated clearly with a heavy

line. Exhibit 6-2

C. Provide the property dimensions or the approximate dimensions if the property is not a regular quadrilateral.
D. Describe how to get to the property starting from either the Sky Bridge or the Big Carlos Pass Bridge (specify which). Exhibit 6-3
E. If there are any deed restrictions or covenants that might affect the requested action, provide the information. Exhibit 6-4
F. A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit 6-5
G. Attach a list of the surrounding property owners within 500 feet of the perimeter of the area of the request. Also include two sets of mailing labels providing the names and addresses of the owners on this list, and a map showing the parcel boundaries within the 500-foot radius Exhibit 6-6. This information can be acquired for a small fee by requesting a "variance report" from the Map Sales Office at the Lee County Property Appraiser's Office. Contact information for the Property Appraiser can be found at http://www.leepa.org.
H. Indicate the Future Land Use Map category or categories of the property as shown on the Fort Myers Beach Comprehensive Plan's Future Land Use Map, and whether the property is located in the "platted overlay" on the map.
I. Indicate the current zoning of the property. In most cases the current zoning is shown on the official zoning map of the Town of Fort Myers Beach, as adopted by ordinance. If zoning actions affecting the subject property have been taken since March 2004, call Town Hall to verify the current zoning.

Explanatory Notes – Part IV & V

The applicant must sign and submit either of the affidavits in Part V & VI, as applicable.

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

Case# _____ Date Received: _____

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT

Supplement PH-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: 166-168 Coconut Drive Fort Myers Beach, FL 33931
Authorized Applicant: Michael Martell / One Sunshine State LLC
LEEPA STRAP Number(s): 29-46-24-W2-0070A.0160

Current Property Status: Duplex
Current Zoning: RS
Future Land Use Map (FLUM) Category: Low Density
Platted Overlay? ☐ **yes** ☐ **no** **FLUM Density Range:**

Requested Action:

☐ Use of premises in the EC (Environmentally Critical) zoning district for:
☑ Use of premises in the Low Density zoning district for:
An additional bedroom for our designated Unit B on our submitted drawings.
No increase in total square footage or building footprint.

Case# _____ Date Received: _____

PART I
Narrative Statements

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

One additional bedroom to be added to Unit B as reflected on the
drawings submitted with this application. We are relocating the ground floor unit
that is in a flood zone and relocate it to a proposed 3rd level on top of Unit A.
The existing ground floor unit as it is built now contains two bedrooms and one
bath. We are requesting the third bedroom to accommodate my family including
my elderly mother. We will not increase the allowable square footage or building
footprint. The proposed relocation of unit B will now be above the flood plain and
conforming to flood zone requirements.
This property currently has a total of five bedrooms. This special exemption is to
change the property to a total of six bedrooms from five. Three bedrooms for
Unit A and three bedrooms for unit B.

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:
We are not exceeding the existing footprint and square footage. A third bedroom
would not add square footage to the structure and would not cause damage,
hazard, nuisance, or other detriment to persons or property in the neighborhood.
We intend to acknowledge and intend to adhere to all applicable general zoning
provisions and supplemental regulations pertaining to our request for a special exemption.
We hereby request a third bedroom in Unit B of our duplex.

Granting the requested Special Exception could impact surrounding properties as follows:
The impact would be minimal as the square footage would not be increased on
our duplex. An additional bedroom would be added to the existing footprint of Unit B.
We are currently approved for a total of five bedrooms. We request one additional
bedroom for a bedroom total sum of six bedrooms for our duplex. Three bedrooms
total in each unit.

PART 2
Submittal Requirements

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

Required Items

- Public Hearing Request Form
- Supplemental form PH-A
- Site Plan (to scale) including the current use of all existing structures on the site, and those on adjacent properties within 100 feet of the perimeter; all proposed structures and uses for the site; and any proposed fencing and screening.
- Fee in the amount of $3800.00/$3300.00 for an amendment

For New Communication Towers:

a. Lee County Application for Communication Tower
b. Shared-Use Plan Agreement

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.

Case# _____ Date Received: _____

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 ad 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.

Submittal Requirements Check List and Filing Guide

☐ **A completed Public Hearing Application Form.**

☐ **A completed Supplemental form PH-A.**

☐ **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.

Guide to Filing Supplement PH-A for Special Exceptions

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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:

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Indicate the requested action.

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H. Indicate the Future Land Use Map category or categories of the property as shown on the Fort Myers Beach Comprehensive Plan's Future Land Use Map, and whether the property is located in the "platted overlay" on the map.
I. Indicate the current zoning of the property. In most cases the current zoning is shown on the official zoning map of the Town of Fort Myers Beach, as adopted by ordinance. If zoning actions affecting the subject property have been taken since March 2004, call Town Hall to verify the current zoning.

Explanatory Notes – Part IV & V

The applicant must have either of the affidavits in Part V & VI, notarized, signed and submit, as applicable.

1. **Request**:

Meeting Date: February 17, 2026

This quasi-judicial agenda item is a Second Reading and Final Public Hearing on proposed Ordinance 25-20.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING/APPROVING WITH CONDITIONS/ DENYING A REZONING TO A COMMERCIAL PLANNED DEVELOPMENT (CPD) FOR THE PROPERTY LOCATED AT 175 STERLING AVENUE, A PARCEL GENERALLY IDENTIFIED AS STRAP NUMBER 33-46-24-W2-00004.0000 TOWN OF FORT MYERS BEACH FROM INSTITUTIONAL TO ALLOW FOR THE REDEVELOPMENT OF THE PROPERTY FOR THE FORT MYERS BEACH WOMAN'S CLUB; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The Town Council will make a decision on Ordinance 25-20 : CPD20250203 regarding a request to rezone the subject property from Institutional Zoning to Commercial Planned Development for the redevelopment of FMB Womans Club.

What the action accomplishes:

The Town Council will take into account the recommendations made during the first reading of CPD20250203 regarding a request to rezone the subject property from Institutional Zoning to Commercial Planned Development for the redevelopment of the Fort Myers Beach Womans Club in making its decision.

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

5. **Background**:

James Ink of Ink Engineering, Inc., representing the applicant, is requesting rezoning of the property located at 175 Sterling Avenue from Institutional to Commercial Planned Development (CPD) for the redevelopment of the Fort Myers Beach Woman’s Club.

The subject property at 175 Sterling Avenue housed the Fort Myers Beach Woman's Club in a building constructed in 1947 and occupied beginning in 1950. The current zoning of the property is Institutional, and the future land use category is Boulevard. The property is located at the rear end of the Boulevard and runs parallel to Estero Boulevard, making it suitable for rezoning to CPD without requiring a comprehensive plan amendment.

On December 16, 2025, the Local Planning Agency (LPA) voted unanimously (6–0) to recommend approval with conditions for CPD Amendment Request No. 20250203, which proposes rezoning the subject property from Institutional to Commercial Planned Development for the redevelopment of the Fort Myers Beach Woman's Club.

On January 20, 2026, Town Council heard CPD Request No. 20250203 to rezone the subject property from Institutional to Commercial Planned Development for the redevelopment of the Fort Myers Beach Woman's Club. The Council voted unanimously, identifying two major items to be addressed prior to the second reading:

1. Reconsideration of the COP area to include the entire property as a COP permit area.

2. Addition of conditions or language in the approval requiring the use of the property to remain for a non-profit activities.

Attachments:

1. Final Ordinance 25-20 Second Reading CPD FMB Woman's Club_Feb17
2. Exhibit A: Master Concept Plan
3. Exhibit B: Schedule of Uses
4. Exhibit C: Architectural Rendering & Boundary Survey
5. Exhibit D: Conditions for Approval
6. Staff Report-Feb17CPD FMB Woman's Club
7. Application Packet
8. Applicant LPA Presentation
9. CPD 25-20- Woman's Club- BIE
10. Deed for 175 Sterling

Financial Impact:

Unknown

6. **Alternative Action**

Deny

7. **Management Recommendations:**

Staff recommends approval with conditions of CPD20250203

8. **Recommended Approval:**

Uma Sarmistha, Senior Planner	Created/Initiated - 2/10/2026
Georgina Cid, Community Development Manager	Approved - 2/10/2026
Frankie Kropacek, Community Development Director	Approved - 2/10/2026
nancy stuparich, Town Attorney	Approved - 2/11/2026
Amy Baker, Town Clerk	Approved - 2/11/2026
William McKannay, Town Manager	Final Approval - 2/11/2026

ORDINANCE 25-20

(FMB Woman's Club)

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING/APPROVING WITH CONDITIONS/ DENYING A REZONING TO A COMMERCIAL PLANNED DEVELOPMENT (CPD) FOR THE PROPERTY LOCATED AT 175 STERLING AVENUE, A PARCEL GENERALLY IDENTIFIED AS STRAP NUMBER 33-46-24-W2-00004.0000 TOWN OF FORT MYERS BEACH FROM INSTITUTIONAL TO ALLOW FOR THE REDEVELOPMENT OF THE PROPERTY FOR THE FORT MYERS BEACH WOMAN'S CLUB; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Article X of the Town Charter of the Town of 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 Fort Myers Beach Woman's Club and Ink Engineering Inc. are the applicants and agents for the property owner, Fort Myers Beach Woman's Club, and are requesting to rezone the property located at 175 Sterling Avenue and identified as STRAP number 33-46-24-W2-00004.0000 ("Subject Property") in the Town of Fort Myers Beach, from Institutional to Commercial Planned Development ("CPD"); and

WHEREAS, the Subject Property is located in the Boulevard Future Land Use Category of the Town of Fort Myers Beach Comprehensive Plan ("Comprehensive Plan"); and

WHEREAS, the rezoning request was reviewed by the Fort Myers Beach Local Planning Agency ("LPA") at a public hearing on December 16, 2025; and

WHEREAS, at the public hearing, the LPA gave full and complete consideration to the requested rezoning, the recommendations by staff, the documents in the record, and the testimony of the property owner and all interested persons, as required by Section 34-85 of the Town's Land Development Code ("LDC") and found the request to be consistent with the Comprehensive Plan and the requirements of the LDC and voted 6 to 0 recommending approval with conditions; and

WHEREAS, the members of the LPA unanimously agreed to include the architectural rendering presented at the LPA hearing as an exhibit to any subsequent approval by the Town Council as Exhibit C; and

WHEREAS, on January 20, 2026, the Town Council held a first reading of the title to

proposed Ordinance 25-20 and gave full and complete consideration to the request of the applicants, the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons, as required by Section 34-85 of the LDC; and

WHEREAS, the Town Council voted to approve Ordinance 25-20 for a second reading of the title to Ordinance 25-20 and adoption hearing on 17th February 2026; and

WHEREAS, notice of the second reading of the title to Ordinance 25-20 and the adoption hearing was properly noticed and published in the Fort Myers News-Press on the _____ day of _____, 2026, which is more than 10 days prior to the Town Council's final public hearing on the 17th day of February, 2026; and

WHEREAS, there are no outstanding fees associated with notice, advertisement, and consulting services required by the Town related to this rezoning request; and

WHEREAS, a Business Impact Estimate was prepared and posted on the Town's website on the ___ day of _____, 2025, as required by Section 166.041(4), Florida Statutes; and

WHEREAS, with additional terms, conditions, and requirements, the application is consistent with and in compliance with the Comprehensive Plan and the LDC; and

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

WHEREAS, Exhibit B provides the approved development regulations and the schedule of uses during the development process; and

WHEREAS, the Town Council considered all relevant factors and made the following formal findings before making its final decision on the request to rezone the Subject Property to Commercial Planned Development (see LDC 34-85 and 34-216):

1. The rezoning would carry out the policies and requirements of the Comprehensive Plan and Land Development Code.

2. The testimony of the applicant, the recommendations of staff and of the local planning agency, and testimony from the public was competent and substantial evidence.

3. The rezoning is consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses in the Comprehensive Plan.

4. The rezoning will meet or exceed all performance and locational standards set forth for the proposed use.

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

6. The rezoning will protect, conserve, or preserve environmentally critical areas and natural resources.

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

8. The rezoning will not place an undue burden upon existing transportation or other services and facilities and will be served by streets with the capacity to carry traffic generated by the development.

9. The rezoning, with the mitigating factors volunteered by the applicant and the special conditions imposed by the Town Council, is consistent with the Comprehensive Plan, LDC, and other applicable town ordinances or codes.

10. The proposed use or mix of uses is appropriate at the location.

11. Sufficient safeguards to the public interest are provided by the recommended special conditions to the MCP and by other applicable regulations.

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

WHEREAS the Town Council finds that approval of Ordinance 25-20 with conditions is, consistent with the Comprehensive Plan and LDC and voted to **approve/approve with conditions/deny** the Application.

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

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

Section 2. The Town Council determines the Applicant met its burden of proof that the request to approve Ordinance No. 25-20 **does/does not** meet the requirements of the Town's Comprehensive Plan and LDC. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties, the Town Council **APPROVES/APPROVES WITH CONDITIONS/DENIES** the requested application.

Section 3. Ordinance 25-20 is adopted by this vote and Exhibits A - Master Concept Plan (MCP), Exhibit B - Schedule of Uses, Exhibit C - Architectural Rendering and boundary survey, and Exhibit D - Conditions for Approval are attached hereto and incorporated herein by this reference,

and are approved.

Section 4. Whenever the requirements or provisions of this Ordinance conflict with the requirements or provisions of any other lawfully adopted LDC or Town Code provision, ordinance, or statute, the most restrictive shall apply.

Section 5. Any typographical errors that do not affect the intent of this Ordinance may be corrected with notice to and authorization of the Town Manager without further process.

Section 6. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason, declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision will not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 7. This Ordinance will take effect immediately upon adoption by the Town Council.

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

DULY PASSED AND ADOPTED on this ___ day of ___ 2026.

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John King, Council Member	___
Rebecca Link, Council Member	___
_____, Council Member	___

TOWN OF FORT MYERS BEACH

_____

Dan Allers, Mayor

ATTEST:

_____

Amy Baker, Town Clerk

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

_____

Vose Law Firm, LLP, Town Attorney

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

EXHIBITS

Exhibit A: Master Concept Plan (MCP)
Exhibit B: Schedule of Uses
Exhibit C: Architectural Rendering and boundary survey
Exhibit D: Conditions for Approval

MASTER CONCEPT PLAN
COMMERICAL PLANNED DEVELOPMENT
FMB WOMENS CLUB FACILITY
175 STERLING AVE
FORT MYERS BEACH, FL 33931

PROPERTY REGULATIONS

STRAP:	33-46-24-W2-00004.0000
FLU:	BOULEVARD
ZONING:	INSTITUTIONAL
MAX DENSITY:	6 UNITS PER ACRE
PARCEL SIZE:	1.4 ACRES
ALLOWABLE FAR:	0.8 (48,787 SF)
FEMA FLOOD:	AE: COASTAL EL 11.0' - FRONT BLDG AE: EL 11.0' - REAR BLDG
FEMA MAP:	12071C0566G 11/17/2022

LANDSCAPING BUFFER REQUIREMENTS PER USE:
- COM TO SFR - 15' WITH WALL OR 30' WITHOUT WALL
- PRKG TO SFR - 15' WITH WALL OR 30' WITHOUT WALL
- DEV TO ROW - 15' WITHOUT WALL

PROPERTY REGULATIONS IN INSTITUTIONAL DISTRICT

FRONT SETBACK:	20 FT (STERLING) 25' (LA
MINIMUM REAR SETBACK:	20 FT
MINIMUM SIDE SETBACK:	7 FT
MAXIMUM FAR:	0.8 (48,787 SF)
MAXIMUM BUILDING HEIGHT:	30 FT ABOVE BASE FLOOD
MAXIMUM NUMBER OF STORIES:	3

ALLOWABLE USES

ADMINISTRATIVE OFFICE (ACCESSORY USE ONLY)
OFFICES: GENERAL
ATM
MEMBERSHIP ORGANIZATION
RECREATIONAL FACILITY
TEMPORARY USES
OUTDOOR CONSUMPTION OF ALCOHOL (RESTRICTED AREA)
RECREATION FACILITY (PRIVATE AND PUBLIC)
FAMILY DAY CARE
CULTURAL FACILITY
PLACE OF WORSHIP

PARKING SUMMARY

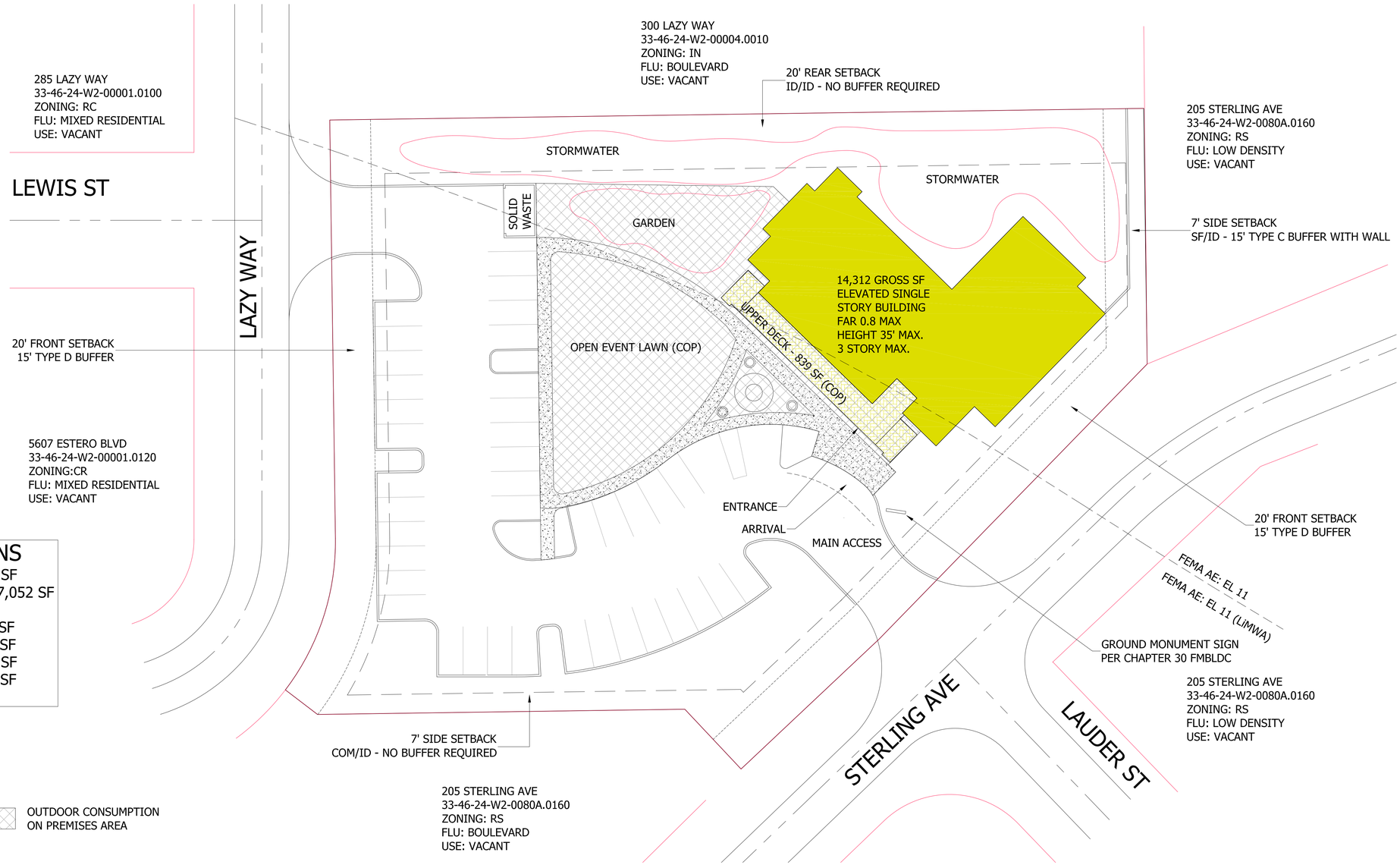
USE	UNITS	REQUIRED RATIO	SPACES REQUIRED	SPACES PROVIDED
ASSEMBLY	132	1 SPACE PER 4 SEATS	33	33
BACK OF HOUSE	1.4	2 SPACES PER 1,000 SF	3	3
OFFICE	0.66	3 SPACES PER 1,000 SF	2	2
EMPLOYEES	3	1 SPACE PER EMPLOYEE	3	3
NOTES:			41	41

1. TOTAL PROVIDED PARKING INCLUSIVE OF 2 ADA ACCESSIBLE SPACES.

LAND DATA

	PROJECT TOTAL (SF.)	PROJECT TOTAL (AC.)	% TOTAL
IMPERVIOUS			
BUILDING	4,000	0.092	6.6%
ASPHALT	17,200	0.395	28.2%
DECK	1,600	0.037	2.7%
CONCRETE	2,775	0.064	4.6%
IMPERVIOUS TOTAL		0.588	42.1%
IMPERVIOUS		0.812	57.9%
		1.4	100%

SCALE IN FEET
0 20 40



FAR CALCULATIONS

LOT SIZE	58,815 SF
FAR ALLOWED	(0.8) 47,052 SF
PROPOSED BUILDING	
UNDER AIR	6,737 SF
UPPER DECK	839 SF
GROUND FLOOR	7,575 SF
TOTAL BUILDING	15,151 SF
PROPOSED FAR	0.25

OUTDOOR CONSUMPTION
ON PREMISES AREA

FMB WOMENS CLUB - MASTER CONCEPT PLAN

REVISION	NO.	DATE	DESCRIPTION	BY
	1	9/30/2025	ADD GROUND MONUMENT SIGNAGE	JNK

MASTER CONCEPT PLAN
FMB WOMEN'S CLUB FACILTY
FORT MYERS BEACH WOMENS CLUB
175 STERLING AVE, FORT MYERS BEACH FL 33931

THESE PLANS ARE NOT TO BE USED OR REVISED WITHOUT THE WRITTEN PERMISSION FROM INK ENGINEERING INC.

James Ink, P.E.
Florida Reg. No. 94706
DATE
(INFORMATIONAL COPY ONLY, UNLESS ENCASED WITH REGISTERED ENGINEERS SEAL)

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

PROJECT NO.	23027
PROJECT MANAGER	James Ink P.E.
DRAWN BY	BWM
DATE	07.2025
SCALE	1"= 20'
SHEET NO. OF 1	1

FMB Women's Club CPD
Schedule of Uses

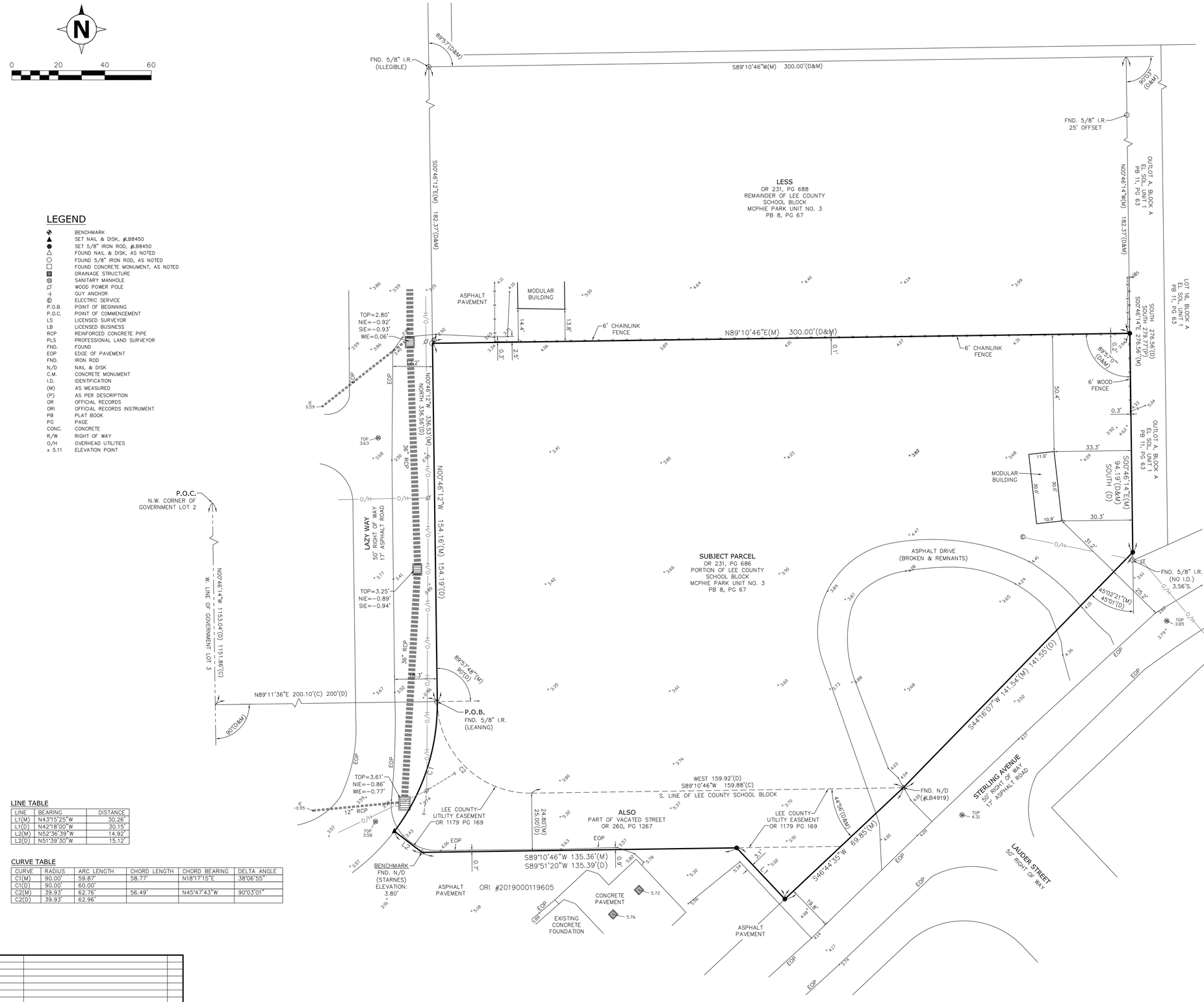
The Fort Myers Beach Women's Club schedule of uses are:

- Membership Organization – Principal Use
- Administrative Offices
- On-premises consumption of alcoholic beverages – per MCP
- ATM
- Temporary Uses
- Commercial accessory uses

Exhibit C: FMB Women's Club Architectural Rendering

SURVEY PLAT

OF A PARCEL LYING IN
SECTION 33, TOWNSHIP 46 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA.



LINE TABLE

LINE	BEARING	DISTANCE
L1(M)	N43°15'25"W	30.26'
L1(D)	N42°18'00"W	30.15'
L2(M)	N52°36'39"W	14.92'
L2(D)	N51°39'30"W	15.12'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1(M)	90.00'	59.87'	58.77'	N18°17'15"E	38°06'55"
C1(D)	90.00'	60.00'			
C2(M)	39.93'	62.76'	56.49'	N45°47'43"W	90°03'01"
C2(D)	39.93'	62.96'			

DESCRIPTION

(AS PER OR 231, PG 686)

BEGINNING AT THE NW CORNER OF GOV'T. LOT 2, SEC. 33, T.46 S., R.24 E., LEE COUNTY, FLORIDA, THENCE SOUTH ALONG THE W. LINE OF SAID LOT 2, A DISTANCE OF 1153.04 FEET; THENCE AT 90°00' LEFT, A DISTANCE OF 200 FEETEAST TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED, THENCE AT 90°00' LEFT A DISTANCE OF 336.56 FEET NORTH; THENCE DEFLECTING 89°57' RIGHT A DISTANCE OF 300 FEET EAST; THENCE DEFLECT 90°03' RIGHT A DISTANCE F 276.56 FEET SOUTH; THENCE DEFLECTING 44°56' RIGHT A DISTANCE OF 141.55 FEET SWLY; THENCE DEFLECTING 44°56' RIGHT A DISTANCE OF 159.92 FEET WEST; THENCE ON THE ARC OF A CURBE, HAVING A RADIUS OF 39.93 FEET DEFLECTING 90°03' RIGHT A DISTANCE OF 62.69' TO THE P.O.B.

ADDED TO DESCRIPTION BY SURVEYOR AS ASSUMED:

ALSO:

PART OF THE VACATED STREET AS DESCRIBED IN OFFICIAL RECORDS BOOK 260, PAGE 126, LEE COUNTY PUBLIC RECORDS.

LESS:

THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 231, PAGE 688, LEE COUNTY PUBLIC RECORDS.

NOTES

THIS PLAT WAS PREPARED AS A BOUNDARY AND TOPOGRAPHIC SURVEY.

THIS SURVEY PREPARED BASED ON THE DESCRIPTIONS OF RECORD, AND EXISTING MONUMENTATION.

BEARINGS ARE BASED ON NORTH AMERICAN DATUM OF 1983/2011; THE NORTHWESTERLY RIGHT OF WAY LINE OF STERLING AVENUE AS BEARING N46°44'35"E.

ELEVATIONS ARE BASED ON NORTH AMERICAN DATUM OF 1988, FROM NATIONAL GEODETIC SURVEY BENCHMARK 872 5351 E, ELEVATION: 6.76 FEET.

PARCEL LIES IN THE FLOOD ZONE AE, WITH A BASE FLOOD ELEVATION OF 11 FEET. THIS INFORMATION TAKEN FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 12071C0566G, EFFECTIVE DATE NOVEMBER 17, 2022.

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

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

SAID PARCEL CONTAINS 58814.77 SQUARE FEET, OR 1.35 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION:

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

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

NOTICE:

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

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

NO.	DATE	REVISION DESCRIPTION	BY

PROPERTY ADDRESS:
175 STERLING AVENUE
FORT MYERS BEACH, FL 33931

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

date	dwg	scale	job#	sheet
12-7-23	23-48SR	1"=20'	23-48	1 of 1

Exhibit D: CONDITIONS OF APPROVAL

1. A local development order is required prior to any development of the site, in accordance with this planned development approval.
2. All state and local permits, including but not limited to right of way and stormwater permits, must be applied for and received prior to site development.
3. All landscaping must meet the Vehicle Visibility at Intersection requirements found in Sec. 34-3131.

Town of Fort Myers Beach

COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE:	**Commercial Planned Development**
CASE NUMBER:	**CPD Rezoning, 20250203**
CASE NAME:	**175 Sterling Avenue, rezone the property from Institutional to Commercial Planned Development for the redevelopment of the Womans Club.**
LPA HEARING DATE:	**December 16, 2025, at 9 AM**
STAFF RECOMMENDATION:	**Approve with conditions**
PREPARED/ SUBMITTED BY:	**Uma Sarmistha, Ph.D.**

I. APPLICATION SUMMARY

Applicant/Owner:	FMB Womans Club C/o Ink Engineering, Inc.
Request:	The applicant is requesting to rezone the property from Institutional Zoning to Commercial Planned Development for the redevelopment of Womans Club
Physical Address:	175 Sterling Avenue
STRAP #:	33-46-24-W2-00004.0000
FLU:	Boulevard
Zoning:	Institutional District
Proposed Zoning:	CPD

Adjacent zoning and land uses:

North:	Residential Conservation (RC) and Institutional / Mixed Use and Boulevard
South:	Residential Conservation (RC) / Mixed Use
East:	Residential Single-family (RS) / Low Density
West:	Residential Conservation (RC) / Mixed Use

II. BACKGROUND AND ANALYSIS

Background:

James Ink, Ink Engineering, Inc, applicant for 175 Sterling Avenue, is requesting a James Ink of Ink Engineering, Inc., representing the applicant, requests rezoning of 175 Sterling Avenue from Institutional to Commercial Planned Development (CPD) for redevelopment of the Fort Myers Beach Womans Club.

The subject property at 175 Sterling Avenue housed the Fort Myers Beach Womans Club in 1950 in a building built in 1947. The present zoning of the property is Institutional, and the future land use category is Boulevard. The location of the property is at the rear end of the Boulevard and parallel to Estero which makes this property sufficient for rezoning to CPD without a comprehensive plan amendment.

On December 16, 2025, LPA voted unanimously (6-0) to recommend approval with conditions for CPD Amendment request 20250203, a request to rezone the subject property from Institutional Zoning to Commercial Planned Development for the redevelopment of FMB Womans Club.

On January 20, 2026, Town Council heard the CPD 20250203, request to rezone the subject property from Institutional Zoning to Commercial Planned Development for the redevelopment of FMB Womans Club. The council voted unanimously with two major topics to discuss before the second reading:

1. Reconsidering the COP area to include the whole property as a COP permit area.
2. Adding conditions/ language in the approval regarding the property to remain a non-profit.

Analysis:

The Fort Myers Beach Womans Club has operated at this location for over 50 years. The club used to operate out of the historic building (first schoolhouse) built in 1938 which was destroyed by Hurricane Ian in 2022. The previous structure on the property was approximately 2792 square feet in size. The newly proposed redevelopment consists of 15,151square foot of building with parking and improvements.

The property has the Future Land Use designation of Boulevard which allows a maximum of 0.8 FAR (with a lot size of 58,815, the approximate building size of 47,052 SF). The proposed building consists of a total of 15,151Square foot of building with 6,737 SF under air, 838 SF of deck and 7,575 SF of ground floor (that will make a FAR of 0.25). The maximum building height allowed by code is 30 feet above base flood and three stories.

The allowable use proposed in the CPD includes Membership organization as the principle use Additionally, an administrative office, ATM, commercial accessory uses will be allowed under accessory use. An on-premises consumption of alcoholic beverages use has been marked in the Master Concept Plan.

The master concept plan includes parking with 2 ADA parking spots, stormwater garden and landscaping around the premises. The proposed building will meet all building regulations and will be designed to be FEMA compliant with dry floodproofing. The master plan also displays the monument sign.

No deviations from the Land Development Code are requested with this CPD application.

Neighborhood Compatibility:
The property housed the Fort Myers Beach Womans Club since it was created. and was destroyed by Hurricane Ian in 2022. The application is to rebuild the facility, which will be larger, modern, resilient, elevated and sustainable. The use of the building was non-conforming the current code. The rezoning will make the use conforming and consistent with the Comprehensive plan and Florida Building Code.
The rebuilt of the Womans Club is not likely to have an adverse impact on the neighborhood.

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

(b) Considerations. In reaching its decision, the town council shall consider the following, whenever applicable:

(1) Whether there exists an error or ambiguity which must be corrected.
Staff response: No errors or ambiguities exist.

(2) Whether there exists change or changing conditions which make approval of the request appropriate.
Staff response: The site housed Fort Myers Beach Womans Club operating since the 1950's. The historic structure was destroyed by Hurricane Ian and redevelopment of the site will bring back the Womans Club on the Island and consistent with the Land Development Code of the Town of Fort Myers Beach.

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

(4) The testimony of any applicant.

(5) The recommendation of staff and of the local planning agency.

(6) The testimony of the public.
Staff response: Satisfactory

(7) Whether the request is consistent with the goals, objectives, policies, and intent, and with the densities, intensities, and general uses as set forth in the Fort Myers Beach Comprehensive Plan.
Staff response: The proposed development is in compliance with the intensity of the

district. The use is permitted use by right in CPD. The proposed site development will be more compliant with the site development requirements than the previous development. Additionally, the new structure will be designed to current building and flood requirements which is supported by the comprehensive plan.

(8) Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.

Staff response: The proposed development will meet performance standards set forth in 34-2031.

(9) Whether urban services are, or will be, available and adequate to serve a proposed land use change.

Staff response: The urban services exist in this location.

(10) Whether the request will protect, conserve, or preserve environmentally critical areas and natural resources.

Staff response: The request will have no impact on environmentally critical areas and natural resources.

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

Staff response: The proposed use has been in existence in this location for many years. It is not anticipated to have any detrimental impact on existing or planned uses.

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

Staff response: This use in this location will not place an additional burden on the transportation network or other facilities and services.

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

(c) Findings. Before granting any rezoning, the town council shall find that the requested zoning district complies with:

(1) The Fort Myers Beach Comprehensive Plan.

Staff response: The proposed use for the CPD complies with the Comprehensive Plan.

(2) This chapter.

Staff response: The proposed use complies with this chapter.

(3) Any other applicable town ordinances or codes.

Staff response: The proposed request complies with the town ordinances and codes.

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

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

Staff Response: Satisfactory. The proposed use provided in the schedule of uses is consistent with Land Development Code.

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

Staff response: Sufficient safeguards are provided for the public interest.

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

Staff response: All conditions are related to the impact on the public interest.

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

1. Policies 4-B-4 and 4-C-3 on commercial uses in the "mixed residential" category.

Staff response: Not applicable.

2. Policies 4-B-5 and 4-C-3 on commercial rezonings in the "boulevard" category.

Staff response: Not applicable.

3. Policy 4-C-4 on building heights taller than the standard height limit.

Staff response: The proposed structure will be a single-story building.

4. Policy 4-C-8 on density transfers.

Staff response: Not applicable.

5. Policy 4-E-1 on pre-disaster build back.

Staff response:

6. Policy 7-J-2 on traffic impact analyses and potential design improvements that could offset traffic impacts.

Staff response: The proposed development has a similar use to the previous development and as reflected in the traffic study, no adverse impact on traffic is anticipated.

Findings for Deviation Requests:

Per Sec. 34-216(4) all deviations must be approved, approved with modification, or rejected based upon a finding that:

No deviations requested.

III. RECOMMENDATION

Staff find that the CPD meets the criteria set forth in Sec. 34-85(b) and (c) and 34-216(2) of the LDC and recommends **approval with conditions** of DCI20250203 with the attached conditions.

IV. CONDITIONS OF APPROVAL

1. A local development order is required prior to any development of the site, in accordance with this planned development approval.
2. All state and local permits, including but not limited to right of way and stormwater permits, must be applied for and received prior to site development.
3. All landscaping must meet the Vehicle Visibility at Intersection requirements found in Sec. 34-3131.

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

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

Site Address: 175 Sterling Ave

STRAP Number: 33-46-24-W2-00004.0000

Applicant: FMB Women's Club c/o Ink Engineering, Inc Phone: (239) 940-2504

Contact Name: James Ink Phone: (239) 940-2504

Email: jink@inkengineeringinc.net Fax: _____

Current Zoning District: Civic

Future Land Use Map (FLUM) Category: Boulevard

FLUM Density Range: 6 units/acre Platted Overlay: ☐ YES ☑ NO

ACTION REQUESTED	SUPPLEMENTAL FORM REQUIRED
☐ Special Exception	PH-A
☐ Variance	PH-B
☐ Conventional Rezoning	PH-C
☑ Planned Development ■ Commercial ☐ Residential	PH-D
☐ Master Concept Plan Extension	PH-E
☐ Appeal of Administrative Action	PH-F
☐ Vacation of Platted Right-of-way and Easement	PH-G
☐ Other – cite LDC Section: _____	attach on separate sheet

PART I – General Information

A. Applicant*: James Ink, Ink Engineering Inc Phone: (239) 940-2504

**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: 2055 West First Street, Fort Myers, FL 33901

Email: jink@inkengineeringinc.net Fax: _____

Contact Name: James Ink Phone: (239) 940-2504

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

B. Relationship of Applicant to subject property:

☐ 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: James Ink c/o Ink Engineering Inc Phone: (239) 940-2504
Address: 2055 West First Street, Fort Myers, FL 33901
Email: jink@inkengineeringinc.net Fax: _____

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

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

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

PART II – Nature of Request

Requested Action (each request requires a separate application)

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

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

☐ Appeal of Administrative Action

☐ Vacation ☐ Right-of-Way ☐ Easement

☐ Other. Please Explain: _____

_____

_____

PART III – Waivers

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

Code Section: _____ Description: _____

_____

Code Section: _____ Description: _____

_____

Code Section: _____ Description: _____

_____

PART IV – Property Ownership (Single Owner)

☐ Single Owner (individual or husband and wife)

Name: _____ Phone: _____

Mailing Address: _____

Email: _____ Fax: _____

AFFIDAVIT
APPLICATION IS SIGNED BY AN INDIVIDUAL OWNER OR APPLICANT

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

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

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

I have authorized the staff of the Town of Fort Myers Beach Community Development to enter upon the property during normal working hours for the purpose of investigating and evaluating the request made thru this application; and that
The property will not be transferred, conveyed, sold or subdivided unencumbered by the conditions and restrictions imposed by the approved action.

Signature

Dawn Thomas, Past President
Printed Name

STATE OF FLORIDA **COUNTY OF** LEE

The foregoing instrument was certified and subscribed before me by means of X physical presence OR ____ online notarization, this 11 day of JULY, 2025, by DAWN THOMAS, [X] who is personally known to me OR [ ] who has produced

_____ as identification.

Notary Public Signature

MEGAN ZELENAK ALLER8
Notary Public
State of Florida
Comm# HH436895
Expires 8/23/2027

PART V
Property Ownership (Multiple Owners)

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

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

DISCLOSURE OF OWNERSHIP INTEREST

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

Name and Address	Percentage Ownership

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

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

Name and Address	Percentage of Interest

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

Name and Address	Percentage of Ownership

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

Name, Address and Office	Percentage of Stock

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

Date of Contract: _____

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

Name	Address

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

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

Signature

Dawn Thomas - Past President
Printed Name

AFFIDAVIT

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

I, Dawn Thomas (name), as Past President/Current Board Member (title) of Fort Myers Beach Womens Club, Inc (company), swear or affirm under oath, that I am the owner or the authorized representative of the owner(s) of the property and that:

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

COMMUNITY DEVELOPMENT DEPARTMENT
APPLICATION for PUBLIC HEARING

Fort Myers Beach Woman's Club

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

Signature

Past President

Title

Dawn C Thomas

Typed or Printed Name

7/2/2025

Date

STATE OF FLORIDA **COUNTY OF** LEE

The foregoing instrument was certified and subscribed before me by means of X physical presence OR ☐ online notarization, this 11 day of JULY, 2025, by DAWN THOMAS, ☒ who is personally known to me OR ☐ who has produced _____ as identification.

MEGAN ZELENAK ALLERS
Notary Public
State of Florida
Comm# HH436895
Expires 8/23/2027

Notary Public Signature

PART VI– Property Information

A. Legal Description:

STRAP: 33-46-24-W2-00004.0000

Property Address: 175 Sterling Ave

Is the subject property within a platted subdivision recorded in the official Plat Books of Lee County?

☑ No. Attach a legible copy of the legal description as Exhibit 6-1.

☐ Yes. Property identified in subdivision: _____

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

B. Boundary Survey:

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

C. Property Dimensions:

Width (please provide an average width if irregular in shape) 300 feet

Depth (please provide an average width if irregular in shape) 170 feet

Frontage on street: 406 feet. Frontage on waterbody: 0 feet

Total land area: 1.35 ☑ acres ☐ square feet

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

south on Estero from the Sky Bridge 3.1 miles, left on Sterling site on left at intersection of Sterline and Lauder Street.

☑ Attach Area Location Map as Exhibit 6-3

E. Property Restrictions (check applicable):

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

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

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

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

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

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

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

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

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

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

EXPLANATORY NOTES

Please do not print, copy and submit these instructions

Please submit required applications, supplemental information, exhibits and documents to zoningpermits@fmbgov.com .

Application fees are set by resolution of the Town Council of the Town of Fort Myers Beach and must be paid before any materials submitted will be considered an application.

The applicant is responsible for the accuracy and completeness of this application. Time delays or additional expenses necessitated by submitting inaccurate or incomplete information will be the responsibility of the applicant. Decisions regarding requests to waive submittal requirements are at the discretion of the Community Development Director and may not be appealed.

All information submitted with the application becomes a part of the public record and will be a permanent part of the file.

All attachments and exhibits must be legible, suitable for recording, and of a size that will fit or conveniently fold into a letter size (8 ½ by 11) folder.

Explanatory Notes – Part I

A. Applicant's name: The applicant may be the landowner or an authorized agent.
B. Relationship of applicant to property: Indicate if the applicant is the property owner, and if so, the type of ownership. If the applicant is not the owner of the property, indicate the relationship of the applicant to the owner and submit a notarized authorization from the owner(s) to the applicant.
C. Agent's name: If the applicant will have others representing him/her in processing the application, indicate name, address, and phone number.
D. Other agents: Provide contact information for any other agents that may be involved in the request.

Explanatory Notes – Part II

Indicate the requested action.

Explanatory Notes – Part III

If waiver of any application requirement has been approved by the Community Development Director, attach a copy of the approval. Please request waivers prior to applying. Exhibit 3-1

Explanatory Notes – Part IV

A. If the property owner is an individual or husband and wife, check the box and provide the information.

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

Explanatory Notes – Part V

A. If there are multiple property owners exhibit 5-1, complete the disclosure form and include the names and mailing addresses of all persons or entities having an ownership interest in the property, including the names of all stockholders and trust beneficiaries. Disclosure is not required of any entity whose interests are solely equity interests that are regularly traded on an established securities market in the United States or another country.
B. If more than one parcel is involved, submit a list of all property owners and their mailing addresses. Provide a map keyed to the list of property owners showing their interests. The applicant is responsible for the accuracy of the list and map Exhibit 5-2
C. Where the property is a condominium or timeshare condominium, the application must be initiated by both the condominium association and no less than 75% of the total number of unit owners. To verify ownership, the list of property owners must be identified by unit number and/or timeshare period as applicable, along with proof that the owners who did not join in the application were given actual written notice of the application by the applicants, who must verify the list and the notice by sworn affidavit. Attach this affidavit as Exhibit 5-3.
D. In addition, a letter of opinion from an attorney licensed to practice law in the State of Florida addressing the considerations in LDC Section 34-201(a)(1)b.3. must be attached as Exhibit 5-4.

Explanatory Notes – Part VI

A. Include the street address of the subject property. List STRAP number. If more than one parcel is involved, list all STRAP numbers. If you don't know the STRAP number, you can look up the property in the records of the Lee County Property Appraiser at http://www.leepa.org. If the application includes only one or more undivided platted lots within a subdivision officially recorded in the Plat Books of Lee County, Florida, identify the property by lot number(s), block if applicable, subdivision unit if applicable, subdivision name, and plat book number and page number. If the property is not one or more undivided platted lots or is in an "unrecorded" subdivision, attach a metes and bounds legal description giving accurate bearings and distances for each course. If multiple parcels are involved, the metes and bounds legal description must describe the perimeter of the entire property subject to the request. The initial point in the description must be related to at least one established identifiable real property corner, such as a government corner or a recorded corner. The bearings used in the description must be clearly referenced to a well-established and monumented line. Exhibit 6-1
B. Submit a Boundary Survey meeting the minimum technical standards for surveying set out in Chapter 61G17-6 of the Florida Administrative Code. Make sure that the surveyor is aware of any specific needs of the survey (location of Coastal Construction Lines, locations of existing structures, locations of easements, etc) that are relevant to your request. The perimeter boundary of the entire subject property should be indicated clearly with a heavy

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line. Exhibit 6-2

C. Provide the property dimensions or the approximate dimensions if the property is not a regular quadrilateral.
D. Describe how to get to the property starting from either the Sky Bridge or the Big Carlos Pass Bridge (specify which). Exhibit 6-3
E. If there are any deed restrictions or covenants that might affect the requested action, provide the information. Exhibit 6-4
F. A narrative statement detailing how the restrictions/covenants may or may not affect the request is attached as Exhibit 6-5
G. Attach a list of the surrounding property owners within 500 feet of the perimeter of the area of the request. Also include two sets of mailing labels providing the names and addresses of the owners on this list, and a map showing the parcel boundaries within the 500-foot radius Exhibit 6-6. This information can be acquired for a small fee by requesting a "variance report" from the Map Sales Office at the Lee County Property Appraiser's Office. Contact information for the Property Appraiser can be found at http://www.leepa.org.
H. Indicate the Future Land Use Map category or categories of the property as shown on the Fort Myers Beach Comprehensive Plan's Future Land Use Map, and whether the property is located in the "platted overlay" on the map.
I. Indicate the current zoning of the property. In most cases the current zoning is shown on the official zoning map of the Town of Fort Myers Beach, as adopted by ordinance. If zoning actions affecting the subject property have been taken since March 2004, call Town Hall to verify the current zoning.

Explanatory Notes – Part IV & V

The applicant must sign and submit either of the affidavits in Part V & VI, as applicable.

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

FORT MYERS BEACH WOMEN'S CLUB

Public Hearing Application for a Commercial Planned Development

Prepared by:

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

FMB Women's Club CPD Zoning Application

Request Statement

Request to rezone 1.4+/- acres with existing zoning district of Institution (ID), for a membership organization as the primary zoning district at 175 Sterling Ave, Fort Myers Beach, FL 33931.

Introduction and Project Information

Fort Myers Beach women's club was established over 50 years ago. The published mission is: "*The mission of the Woman's Club is to support educational and recreational activities for non-profit, charitable and community organizations operating with the greater Fort Myers Beach Community*." The club operated out of the island's first schoolhouse built in 1938 until Hurricane Ian on September 28, 2022, destroyed this historical building. The club survives and underway with fund raising to reconstruct the original site with a new modern facility to provide a place for many nonprofits to meet and promote these critical uses for the community.

Applicant (Property Owner):
Fort Myers Beach Woman's Club, Inc
P.O. Box 2786
Fort Myers Beach, FL 33931
Dawn@2sunsmkt.com
(615) 337-7671

Agent (Contact):
Ink Engineering, Inc
James Ink PE
2055 West First Street
Fort Myers, FL 33901
jink@inkengineeringinc.net
(239) 940-2504

Design Consultant:
Studio AD
Albert Dambrose
6202 Presidential Court, Suite D
Fort Myers, FL 33919
apd@studioad.net
(239) 292-4098

Property:

Strap #	Address	Zoning
33-46-24-W2-00004.0000	175 Sterling Ave	Institutional

Project Location Map
(Exhibit XCP-1)

Property Information:

Total Acreage:	1.4 acres
Total Uplands:	1.4 acres
Total Wetlands:	0.00 acres
Future Land Use:	Boulevard
Current Zoning:	Institutional
Proposed Zoning:	CPD

Part I - Narrative Statements

A: Comprehensive Plan Amendments:

The future land use of Boulevard is sufficient for rezoning from ID to CPD. No Comprehensive Plan amendment is required.

B: Phasing Plan:

The proposed project is to be constructed in a single phase.

C: Comprehensive Plan Compliance:

The following narrative is an analysis of the Fort Myers Beach Comprehensive Plan and Goals, Objectives that show consistency and support of the requested rezoning application.

OBJECTIVE 2-B SIDE STREETS — Encourage residents to achieve a higher ambition for their residential streets, improving their walkability, comfort, beauty, interconnectedness, and safety.

The development of the site has green space and walkways that interact with the surrounding area to create an unrestricted access green space for residents.

Goal 4: To keep Fort Myers Beach a healthy and vibrant "small town", while capitalizing on the vitality and amenities available in the beach-resort environment and minimizing the damage that a hurricane could inflict.

OBJECTIVE 4-A SMALL-TOWN CHARACTER – Maintain the small-town character of Fort Myers Beach and the pedestrian-oriented "public realm" that allows people to move around without their cars even in the midst of peak-season congestion.

Unfortunately, on September 28, 2022, Hurricane Ian swept ashore with a large storm surge that caused catastrophic damage to the island. In one day, the old schoolhouse from the 1800's and home of the Fort Myers Beach Women's Club since 1950 was gone. This application is to rebuild with a larger facility to continue the mission of the Women's Club in a modern, resilient, elevated, and sustainable structure to continue the non-profit community involvement that has been on the site for 75 years.

POLICY 4-A-3 The town shall protect residential neighborhoods from intrusive commercial activities.

The subject property is at the rear of the Boulevard FLU commercial uses that parallel Estero Blvd. The historical use is a limited and less intense commercial use that remains perfect as the transition from the more intense commercial directly on Estero Blvd and residential uses on Sterling and Lazy Way. Proper buffering as required in the Land Development Code is sufficient and appropriate to provide the transition from commercial to residential uses.

POLICY 4-A-7 Estero Bay also provides great benefits to the town and can be enhanced by improving public access and reversing the decline in water quality. The Conservation and Coastal Management Elements of this plan outline the town's efforts on these matters.

The original Women's Club did not have a stormwater management system. This redevelopment will provide a stormwater management system to enhance the pre-Ian condition on the island to treat stormwater before discharge into the nearby canal system and into Estero Bay a FDEP Aquatic Preserve.

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%.

This application is to add the zoning use of membership organization that has been only allowed in Retail districts on the island. Membership Organization by LDC definition is an organization operating with formal membership requirements with the intent to pursue common goals and activities. The women's club qualifies for this purpose as it is a non-profit organization to support the community through events and support of other non-profit organizations that support the island. This mission has been in place on this site since 1950.

POLICY 4-C-2 COMMERICIAL 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.

This CPD application does not propose the change to any existing institutional use commercial intensity regulated criteria. The FAR will remain at 0.8 and the building height will remain at 35 feet and 3 stories. The presented master concept plan FAR is

0.25 which is 30% of what is allowable. The proposed building is a one-story elevated structure which is less than the allowable 3 stories.

POLICY 4-C-3 COMMERICAL LOCATIONS: When evaluating proposals for new or expanded commercial uses in categories where they are permitted, the following principles shall apply:

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.

This application is consistent with this Policy by the application is a request for a planned Development rezoning just to add the membership organization zoning use.

Note: other subcategories in the Plan under Policy 4-C-3 Commercial Locations are not relevant to this application.

POLICY 4-C-4 BUILDING HEIGHTS: The Land Development Code shall limit the height of new buildings under most conditions to two stories above flood elevation (exceptions may include the build back situations (See Policy 4-D-1 and 4-E-1), and different heights may be applied to officially designated redevelopment areas such as Times Square, Red Coconut/Gulf View Colony, and Villa Santini Plaza.) In those case where individual parcels of land are so surrounded by tall buildings on lots that contiguous (or directly across a street) that this two-story height limit would be unreasonable, landowners may seek relief through the planned development rezoning process, which requires a public hearing and notifications of adjacent property owners. The town will approve, modify, or deny such requests after evaluating the level of unfairness that would result from the specific circumstances and the degree the specific proposal conforms with all aspects of this comprehensive plan, including its land-use and design policies, pedestrian orientation, and natural resource criteria. Particular attention would be paid to any permanent view corridors to the Gulf or Bay waters that could be provided in exchange for allowing buildings to be taller than two stories. In each case, the town shall balance the public benefits of the height limit against other public benefits that would result from the specific proposal.

The proposed project is within the allowable heights of the Land Development Code for the existing zoning district and remains a single-story use but is elevated as required by FEMA FIRM requirements.

OBJECTIVE 7-B CONVENTIONAL SOLUTIONS – The usual response to traffic congestion is widening roads or building alternate routes. Estero Island's long narrow shape, frequent navigable canals, sensitive environmental, and highly urbanized character preclude these solutions. Congestion management at Fort Myers Beach must aim to reduce delays and improve safety, not just for motorists but for pedestrians and bicyclists as well.

Transportation is a main concern of any new or redevelopment in the town. One of the requirements of the zoning application is to provide an acceptable Traffic Impact Statement (TIS) addressing the impacts of the proposed development and how it integrates into the existing transportation network. The TIS must be consistent with the Comprehensive Plan, Land Development Code and Levels of Service that are stated as a minimum for any new trip generation. Methodology and typical Traffic Engineering principles will demonstrate redevelopment of the site will not cause any detrimental impact to Estero Blvd.

OBJECTIVE 8-9 LEVELS OF SERVICE – Maintain minimum acceptable levels of service for potable water, sanitary sewer, and solid waste disposal.

The service providers have been requested to provide service ability letters as included in the application that there is sufficient Potable Water (Town of Fort Myers Beach), Sanitary Sewer (Lee County Utilities), and Solid Waste (Lee County Solid Waste) capacity to service the proposed project. First responders for Fire, EMS and Sheriff have also provided letters of availability to serve.

GOAL 9: to provide optimal flood protection and improved stormwater quality within the constraints imposed by location and existing land-use patterns.

During the Development Order and Building Permit process the project will demonstrate that it has been designed compliant with FEMA FIRM, SFWMD stormwater, and Land Development Code regulations.

D: Design Standards Compliance:

The design standards listed in Division 7, Commercial Design Standards shall comply. The CPD documents have elevations as the Architectural Exhibits and shall be primary per 34-992(b).

E: Decision-making Compliance:

The application shall consist of sufficient documentation, plans, and reports such that Town staff can find the application sufficient and prepare a recommendation to the boards having jurisdiction. The application will be heard before the Local Planning Agency to review and determine a recommendation to the Town Council considering substantial competent evidence presented by applicants, staff and public. Town Council will hold two public hearings to hear and consider submitted substantial competent evidence presented by applicants, staff and public. A determination will be issued at the close of the second hearing. Section 34-85 FMBLDC addresses the following requirements. Commentary of compliance is provided.

(1) Whether there exists an error or ambiguity which must be correct.

Any errors or ambiguities will be resolved during staff review, LPA hearing and recommendations, and during Town Council public hearings.

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

Hurricane Ian drastically changed the conditions on the island. Prior to the storm the Women's Club operated as legal non-conforming use within the town. The use was a carryover from the club operating since the 1950's and the town's incorporation and creation of the Land Development Code in the 1990's. This application is to provide membership organization zoning use to have the project consistent with the Land Development Code moving forward.

(3) The impact of a proposed change on the intent of this chapter

The Women's Club is consistent with the Purpose of the zoning chapter by providing present and future needs of the Town and providing safe, healthy, convenient, prosperity and welfare of the citizens of the Town of Fort Myers Beach.

(4) The testimony of the applicant

Women's Club has retained the best consultants in the field to design a development. Studio AD for Architecture and Ink Engineering for Planning and Civil Engineering services has demonstrated the experience to design projects that are consistent with the vision of the Town of Fort Myers Beach to remain a small-town character. There will be substantial competent evidence and testimony that will be introduced into the record during the review and public hearing process that will be without question.

(5) The recommendation of staff and of the local planning agency

The application and public hearing testimony of applicant, staff and public will be considered in the recommendations provided by staff and LPA.

(6) The testimony of the public

The public will be afforded an opportunity to comment at the public hearings to voice their opinions. This testimony will be considered, as appropriate, to the request in the decisions and recommendations of the Council and LPA.

(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.

As presented in Section C of this narrative, commentary has been provided of how the proposed application is consistent with the Comprehensive Plan.

(8) Whether the request meets or exceeds all performance and location standards set forth for the proposed use.

The Women's Club has operated on this property since the 1950's. The Location of this low intensive use is still compatible with the existing surrounding Institutional, Commercial and Residential uses.

(9) Whether urban services are or will be available and adequate to serve a proposed land use change.

Public providers of Potable Water, Sanitary Sewer, Solid Waste, Public Transportation, Fire, EMS, and Sheriff have all provided documentation that service can be provided for the intent use.

(10) Where the request will protect, conserve, or preserve environmentally critical areas and natural resources.

The subject property does not have any critical areas or natural resources on the site. Compliance with the Land Development Code and SFWMD Handbook will ensure during the Development Order Design and Permitting phase that all environmental compliance is met.

(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 project is to codify a use that has been in place since the 1950's and is only required due to Hurricane Ian impacts.

(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.

Service for providers for Potable water, Sanitary sewer, Solid Waste, Fire, EMS, Lee Tran has provided documentation that service is available. These letters are in the application. A Traffic Impact Statement is provided in the application to demonstrate compliance with Town of Fort Myers Beach Land Development Code and Comprehensive Plan requirements.

(13) For Planned Development rezonings See 34-216 for additional considerations.

The analysis for this section is included in 34-216(2) as follows:

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

The Schedule of Uses are listed in a separate exhibit. These uses are to provide a historical legal non-conforming use (membership organization) that has existed since 1950 and pre-dates the Land Development Code.

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

The existing historical use will have added compliance with the Land Development Code with Buffers and Setback that are appropriate for safeguarding the adjacent properties and neighborhood area.

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

There are no Special Conditions requested that deviates from the Land Development Code.

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

The attached Zoning Narrative with Comprehensive Plan compliance demonstrates the proposed project meets all specific requirements of the Comprehensive Plan.

F: Deviations and written justification:

There are no requested deviations.

G: Administrative amendments to approved Master Concept Plan:

There are no administrative amendments.

Schedule of Uses:

The schedule of uses is provided on separate exhibit that are part of the application.

Property Development Regulations:

The property development regulations are provided on separate exhibit that are part of the application.

Summary:

The Commercial Planned Development singular request to allow a membership organization use on the subject property and the reconstruction of the clubhouse which was over 100 years old. The Women's Club will continue to function as they have since the 1950's but in a new resilient, sustainable, and consistent with current Florida Building Code, FEMA FIRM guidelines, and Fort Myers Beach Land Development Code.

FMB Women's Club CPD
CPD Development Regulations

SETBACKS:

Front Setback (Sterling)	20 feet
Front Setback (Lazy Way)	20 feet
Side setback	7 feet
Rear setback	20 feet
Waterbody	Not Applicable

FAR (max) 0.8

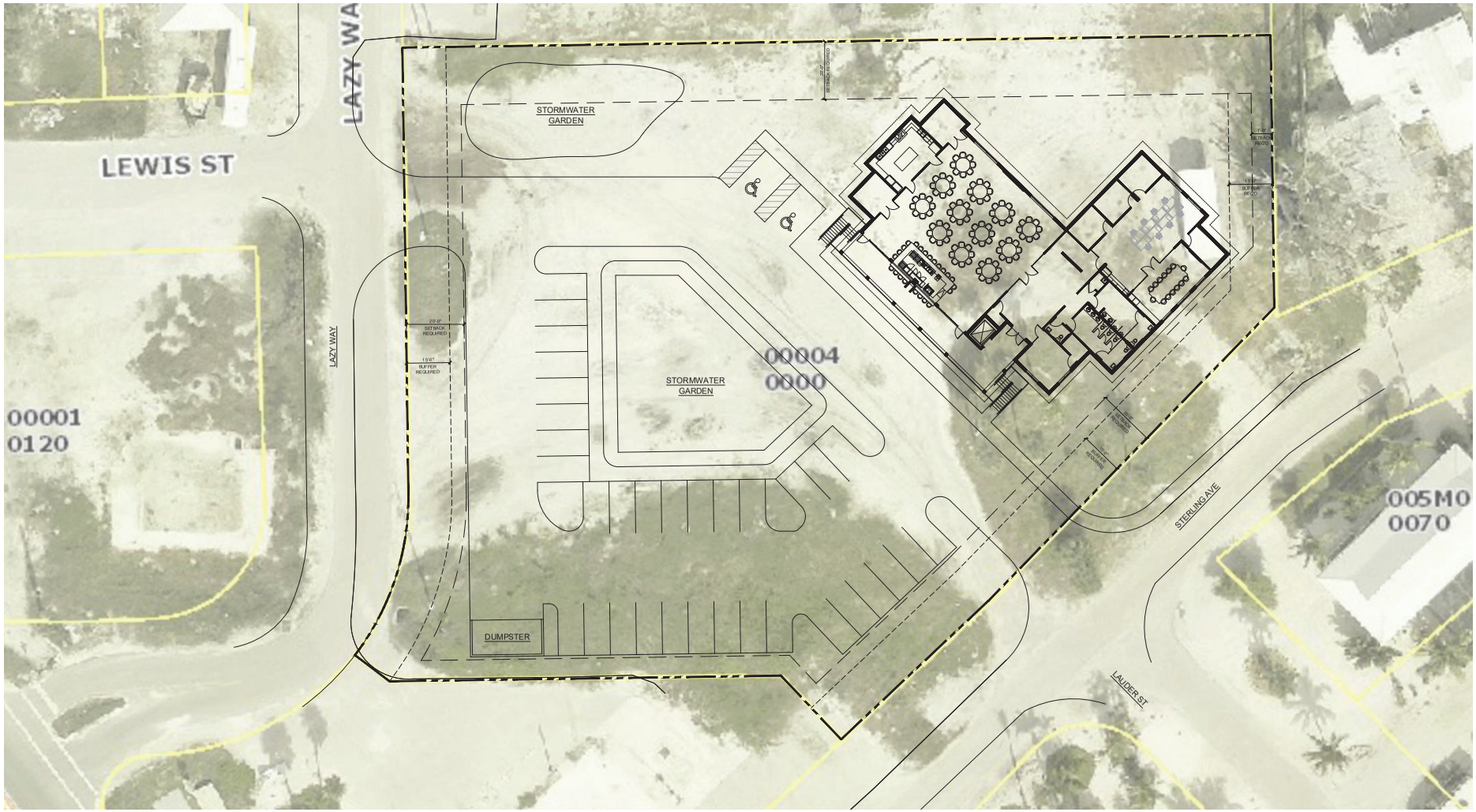
BUILDING COVERAGE: Not Applicable

HEIGHT:

30 feet above design flood elevation (DFE) and no taller than three stories

BUFFERS:

Right of Way	15' Type D buffer
Site Setback (Com)	No buffer required
Side Setback (Res)	15' Type C buffer with wall
Rear Setback (ID)	No Buffer Required



NORTH

OVERALL SCHEMATIC SITE PLAN

SCALE: 1/16" = 1'-0"

FAR CALCULATIONS

LOT SIZE = 58,815 SQ. FT.
F.A.R. PERCENTAGE = 0.8 ALLOWED PER ZONING
= 47,052 SQ. FT. ALLOWED

ENCLOSED UNDER AIR = 6,737 SQ. FT.
UPPER EXTERIOR DECK = 839 SQ. FT.
GROUND FLOOR = 7,575 SQ. FT.

TOTAL BUILDING = 15,151 SQ. FT. WHICH IS LESS THAN 47,052 ALLOWED

STUDIO AD ARCHITECT
6202 Presidential Ct Suite D
Fort Myers, FL 33919
T: 239.292.4098
apd@studioad.net
FL LIC # AA-26001437

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A SCHEMATIC DESIGN FOR:
THE WOMAN'S CLUB FMB
FORT MYERS BEACH, FLORIDA

CONSULTANT:

STATE OF FLORIDA
ALBERT DAMBROSE
AR 93689
REGISTERED ARCHITECT

ALBERT DAMBROSE
AR93689

DATE ISSUED: 14 AUG 2025

REVISIONS:

SHEET
D1
OF 4

STUDIO A ARCHITECT
6002 Presidential Ct Suite D
F o r t M y e r s, FL 33919
T: 2 3 9 . 2 9 2 . 4 0 9 8
a p d @ s t u d i o a d . n e t
FL LIC # AA-26001427

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A SCHEMATIC DESIGN FOR: THE WOMAN'S CLUB FMB

FORT MYERS BEACH, FLORIDA

CONSULTANT

STATE OF FLORIDA REGISTERED ARCHITECT AR 93869

ALBERT DAMBROSE AR93869

DATE IS SUED: 14 AUG 2025

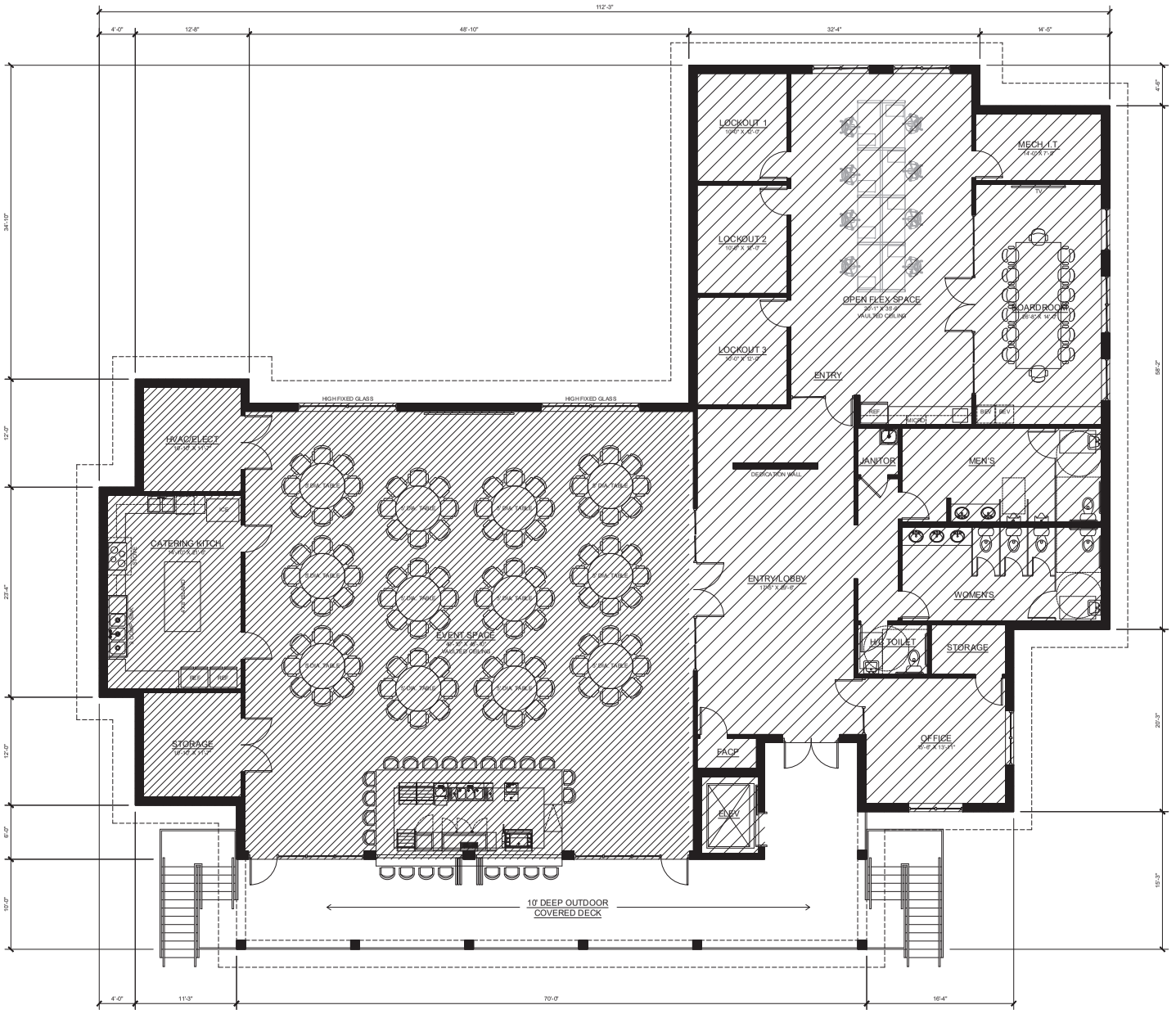
REVISIONS:

SHEET D2

SCALE: 3/16" = 1'-0"

NORTH

SCHEMATIC GROUND FLOOR PLAN



NORTH

SCHEMATIC SECOND FLOOR PLAN

6,737 SQ. FT. ENCLOSED UNDER AIR
839 SQ. FT. EXTERIOR DECK

SCALE: 3/16" = 1'-0"

STUDIO AD ARCHITECT
6202 Presidential Ct Suite D
Fort Myers, FL 33919
T: 239.292.4098
apd@studioad.net
FL LIC # AA-26001437

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A SCHEMATIC DESIGN FOR:
THE WOMAN'S CLUB FMB
FORT MYERS BEACH, FLORIDA

CONSULTANT:

STATE OF FLORIDA REGISTERED ARCHITECT AR 93689
ALBERT DAMBROSE
AR93689

DATE ISSUED: 14 AUG 2025
REVISIONS:

SHEET
D3
OF 4

WEST ELEVATION (VIEW FROM LAZY WAY)

EAST ELEVATION (VIEW FROM STERLING AVE)

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REVISIONS:

SHEET
D4
OF 4

LPA, December 16, 2025, A Public Hearing for rezoning

DCI20250203 Agenda Item VII.B

a CPD rezoning request

2021

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

STUDIO AD ARCHITECT

Fort Myers Beach Women's Club

Team Members

Owner/Developer	Fort Myers Beach Women's Club
Planning and Engineering	Ink Engineering, Inc
Architecture	Studio AD

FORT MYERS BEACH Woman's Club

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

STUDIO AD ARCHITECT

What this request would do:

- Allow the rebuild of the Fort Myers Beach Women's Club facility with a vision of the 21st century civic clubhouse to meet the philanthropic and social needs of the island during reconstruction after the devastation of Hurricane Ian. Request is only to add membership organization to the schedule of uses and allow for consumption on premises outside in the event space.

Why grant the request

- Granting the request will allow the Fort Myers Beach Women's Club to provide a modern facility for non-profit organizations space for meetings, fund raising, and events to promote the civic needs of the island.

Request Statement

Local Planning Agency consideration for the recommendation of approval to town council consideration to rezone 175 Sterling Ave from Institutional conventional zoning district to Commercial Planned Development with conditions.

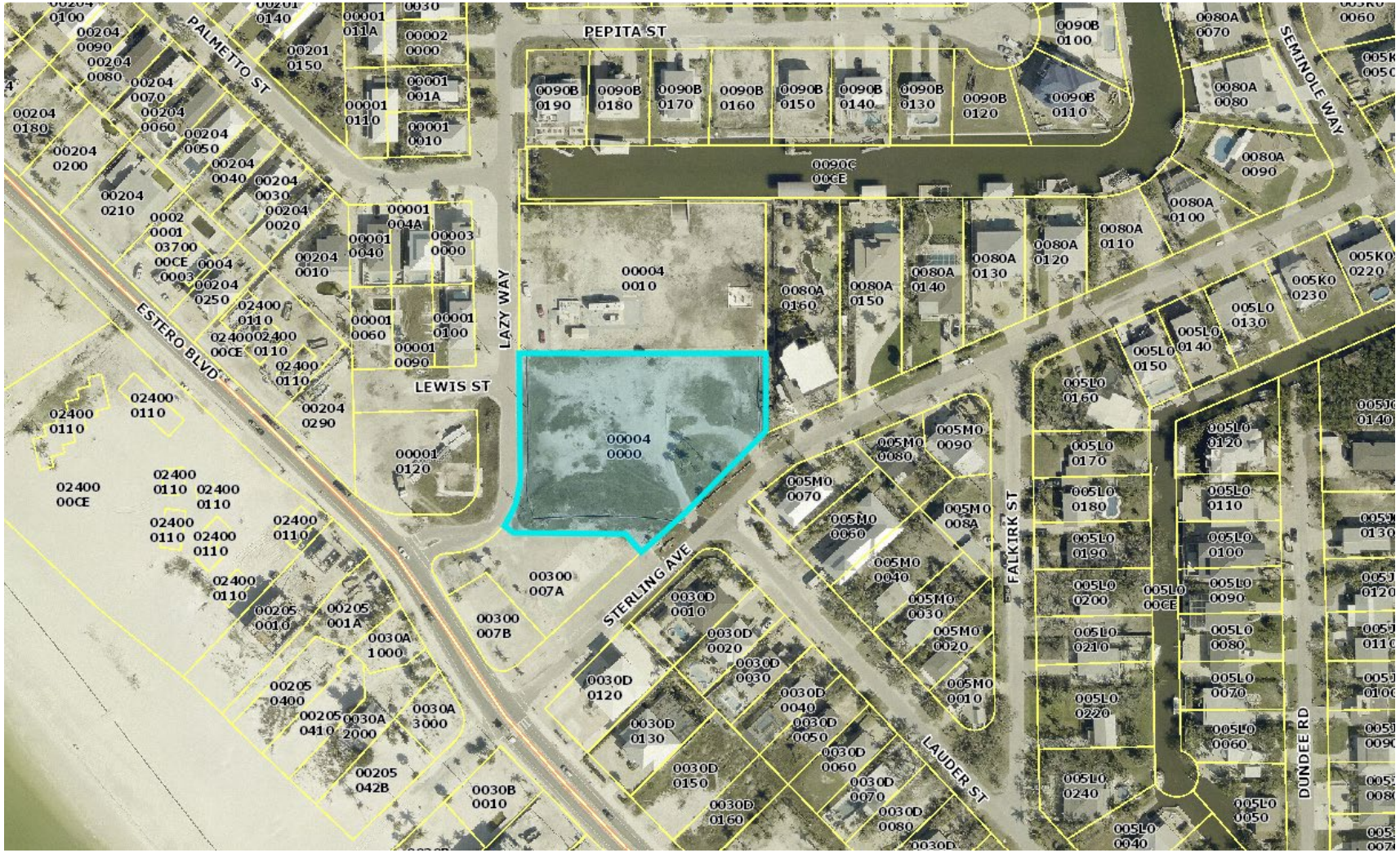
The Women's Club has operated at this location for over 60 years and when the town was incorporated in 1995 from Lee County. The town adopted a Comprehensive Plan in 1999 and the town Land Development Code followed being adopted in 2003. Adoption of the LDC set zoning districts and uses for parcels on the island. This adoption assigned the Institutional zoning district for the subject parcel but the zoning district did not include "membership organization" as a permitted land use. This created a legal non-conforming use which presently due the necessity needs rebuilding after Hurricane Ian. Staff determination is requiring rezoning. The Commercial Planned Development process is the most appropriate to allow the land use restrictions and remain compatible with the surrounding community by restricting other uses that are in appropriate in conventional districts.

Presentation Outline

1. Introduction of the Property
2. Design
3. Request Analysis
4. Findings and Conclusions
5. Questions and Discussion

2025 Aerial

- Location: 175 Sterling Ave
- Future Land Use: Boulevard
- Zoning District: Institutional District
- Property size: 1.35 acres
- Current Use: Vacant - Storm Damaged
- Adjacent Zoning and Current Uses:
  - North: Institutional (IN) Mosquito Control
  - South: Residential Multi-Family (RM) and Commercial Resort (CR)
  - East: Residential Single Family (RS)
  - West: Residential Conservation (RC)

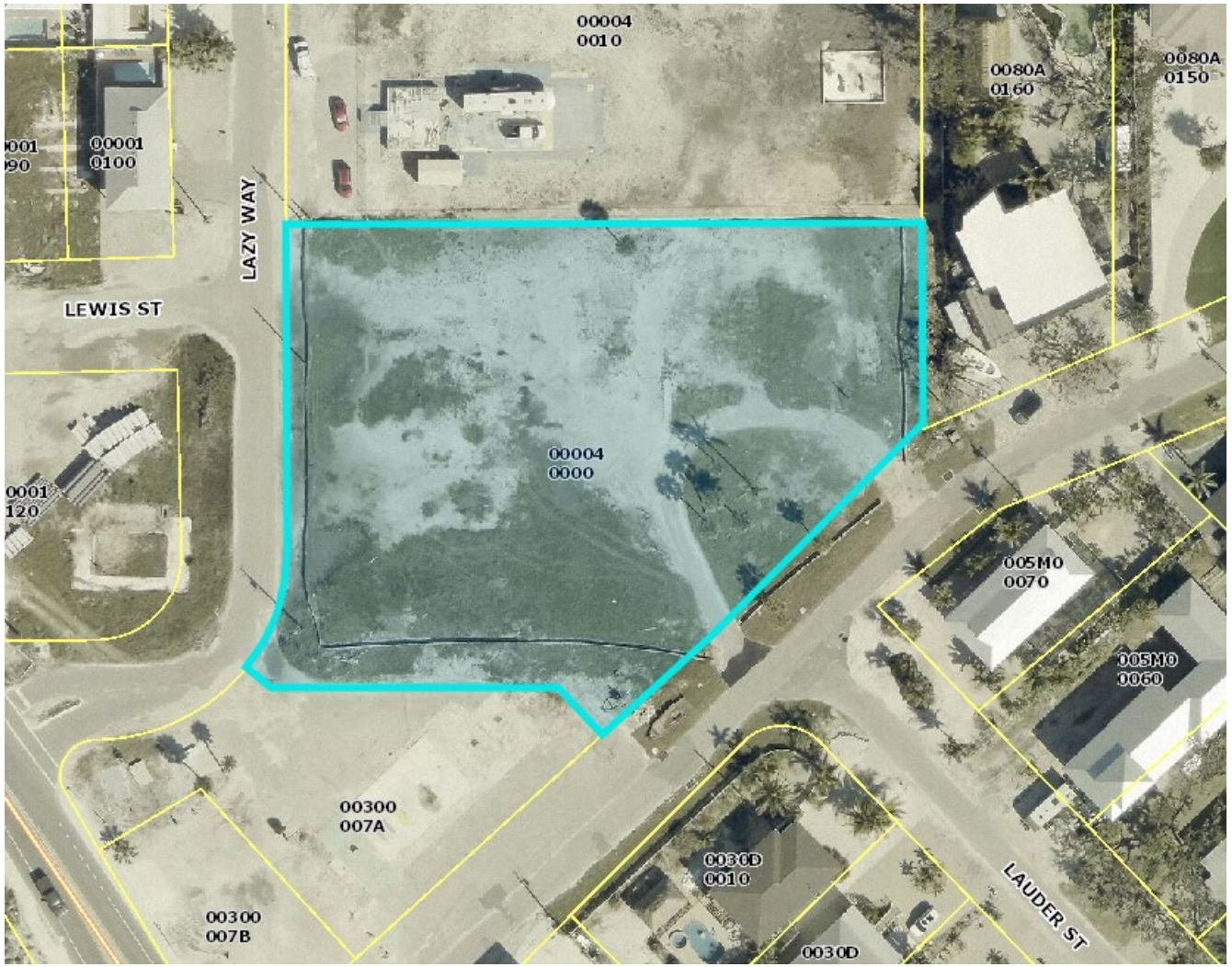


Pre-Ian Site

- Location: 175 Sterling Ave
- Future Land Use: Boulevard
- Zoning District: Institutional District
- Property size: 1.35 acres
- Aerial Date: 2021
- Land Use: Membership Organization
- Property Appraiser Building Data
  - Year Built - 1947
  - Building Size – 2,792 SF

Post Ian Site

- Location: 175 Sterling Ave
- Future Land Use: Boulevard
- Zoning District: Institutional District
- Property size: 1.35 acres
- Aerial Date: 2025
- Land Use: Vacant



Proposed Property Regulations and Land Use.

FMB Women's Club CPD
CPD Development Regulations

SETBACKS:

Front Setback (Sterling)	20 feet (IN – 20 feet)
Front Setback (Lazy Way)	20 feet (IN – 20 feet)
Side setback	7 feet (IN – 7 feet)
Rear setback	20 feet (IN – 20 feet)
Waterbody	Not Applicable

FAR (allowable) 0.8 (IN – 0.8 (47,045 SF))

BUILDING COVERAGE: Not Applicable

HEIGHT:

30 feet above design flood elevation (DFE) and no taller than three stories (same as IN)

BUFFERS: (same as IN zoning district)

Right of Way	15' Type D buffer
Site Setback (Com)	No buffer required
Side Setback (Res)	15' Type C buffer with wall
Rear Setback (ID)	No Buffer Required

FMB Women's Club CPD
Schedule of Uses

The Fort Myers Beach Women's Club schedule of uses are:

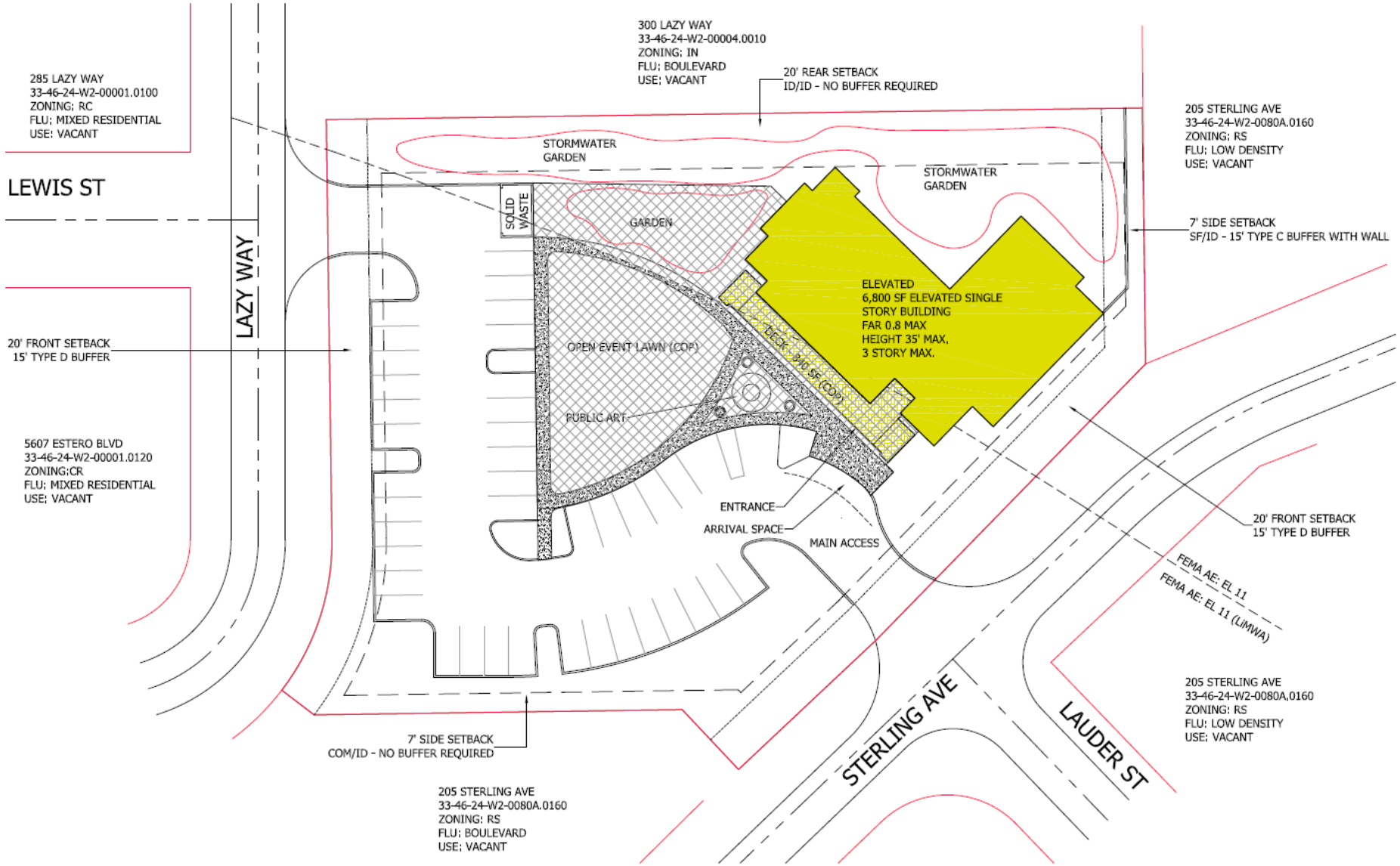
- Membership Organization – Principal Use
- Administrative Offices
- On-premises consumption of alcoholic beverages – per MCP
- ATM
- Temporary Uses
- Commercial accessory uses

Design

Design Criteria

- Reimagine the Women's Club sense of place in the community to expand and enhance the ability to support non-profit and philanthropic endeavors to support the community
- Retain the sensitivity and compatibility to the surrounding residential uses.
- Design a resilient, survivable, and sustainable building.
- Create interior and exterior uses to support the Women's Club mission.

Design


285 LAZY WAY
33-46-24-W2-00001.0100
ZONING; RC
FLU; MIXED RESIDENTIAL
USE: VACANT
LEWIS ST
LAZY WAY
300 LAZY WAY
33-46-24-W2-00004.0010
ZONING; IN
FLU; BOULEVARD
USE; VACANT
20' REAR SETBACK
ID/ID - NO BUFFER REQUIRED
205 STERLING AVE
33-46-24-W2-0080A.0160
ZONING; RS
FLU; LOW DENSITY
USE; VACANT
STORMWATER GARDEN
STORMWATER GARDEN
SOLID WASTE
GARDEN
7' SIDE SETBACK
SF/ID - 15' TYPE C BUFFER WITH WALL
ELEVATED
6,800 SF ELEVATED SINGLE STORY BUILDING
FAR 0,8 MAX
HEIGHT 35' MAX,
3 STORY MAX.
OPEN EVENT LAWN (COP)
DECK 310 SF (COP)
PUBLIC ART
20' FRONT SETBACK
15' TYPE D BUFFER
5607 ESTERO BLVD
33-46-24-W2-00001.0120
ZONING:CR
FLU; MIXED RESIDENTIAL
USE; VACANT
ENTRANCE
ARRIVAL SPACE
MAIN ACCESS
20' FRONT SETBACK
15' TYPE D BUFFER
FEMA AE: EL 11
FEMA AE: EL 11 (LiMWA)
205 STERLING AVE
33-46-24-W2-0080A,0160
ZONING: RS
FLU: LOW DENSITY
USE; VACANT
7' SIDE SETBACK
COM/ID - NO BUFFER REQUIRED
205 STERLING AVE
33-46-24-W2-0080A.0160
ZONING: RS
FLU: BOULEVARD
USE; VACANT
STERLING AVE
LAUDER ST

Elevations

WEST ELEVATION (VIEW FROM LAZY WAY)

Elevations

EAST ELEVATION (VIEW FROM STERLING AVE)

B: Phasing Plan:

The proposed project is to be constructed in a single phase.

C: Comprehensive Plan Compliance:

The following narrative is an analysis of the Fort Myers Beach Comprehensive Plan and Goals, Objectives that show consistency and support of the requested rezoning application.

OBJECTIVE 2-B SIDE STREETS — Encourage residents to achieve a higher ambition for their residential streets, improving their walkability, comfort, beauty, interconnectedness, and safety.

The development of the site has green space and walkways that interact with the surrounding area to create a green space in the community.

Goal 4: To keep Fort Myers Beach a healthy and vibrant "small town", while capitalizing on the vitality and amenities available in the beach-resort environment and minimizing the damage that a hurricane could inflict.

OBJECTIVE 4-A SMALL-TOWN CHARACTER – Maintain the small-town character of Fort Myers Beach and the pedestrian-oriented "public realm" that allows people to move around without their cars even in the midst of peak-season congestion.

Unfortunately, on September 28, 2022, Hurricane Ian swept ashore with a large storm surge that caused catastrophic damage to the island. In one day, the old schoolhouse from the 1800's and home of the Fort Myers Beach Women's Club since 1950 was gone. This application is to rebuild with a larger facility to continue the mission of the Women's Club in a modern, resilient, elevated, and sustainable structure to continue the non-profit community involvement that has been on the site for 75 years.

Request Analysis

POLICY 4-A-3 The town shall protect residential neighborhoods from intrusive commercial activities.

The subject property is at the rear of the Boulevard FLU commercial uses that parallel Estero Blvd. The historical use is a limited and less intense commercial use that remains perfect as the transition from the more intense commercial directly on Estero Blvd and residential uses on Sterling and Lazy Way. Proper buffering as required in the Land Development Code is sufficient and appropriate to provide the transition from commercial to residential uses.

POLICY 4-A-7 Estero Bay also provides great benefits to the town and can be enhanced by improving public access and reversing the decline in water quality. The Conservation and Coastal Management Elements of this plan outline the town's efforts on these matters.

The original Women's Club did not have a stormwater management system. This redevelopment will provide a stormwater management system to enhance the pre-Ian condition on the island to treat stormwater before discharge into the nearby canal system and into Estero Bay a FDEP Aquatic Preserve.

Request Analysis

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%.

This application is to add the zoning use of membership organization that has been only allowed in Retail districts on the island. Membership Organization by LDC definition is an organization operating with formal membership requirements with the intent to pursue common goals and activities. The women's club qualifies for this purpose as it is a non-profit organization to support the community through events and support of other non-profit organizations that support the island. This mission has been in place on this site since 1950.

Request Analysis

POLICY 4-C-2 COMMERICIAL 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.

This CPD application does not propose the change to any existing institutional use commercial intensity regulated criteria. The FAR will remain at 0.8 and the building height will remain at 35 feet and 3 stories. The presented master concept plan FAR is 0.25 which is 30% of what is allowable. The proposed building is a one-story elevated structure which is less than the allowable 3 stories.

POLICY 4-C-3 COMMERICAL LOCATIONS: When evaluating proposals for new or expanded commercial uses in categories where they are permitted, the following principles shall apply:

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.

This application is consistent with this Policy by the application is a request for a planned Development rezoning just to add the membership organization zoning use.

Note: other subcategories in the Plan under Policy 4-C-3 Commercial Locations are not relevant to this application.

Request Analysis

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This application is consistent with this Policy by the application is a request for a planned Development rezoning just to add the membership organization zoning use.

Note: other subcategories in the Plan under Policy 4-C-3 Commercial Locations are not relevant to this application.

Request Analysis

OBJECTIVE 7-B CONVENTIONAL SOLUTIONS – The usual response to traffic congestion is widening roads or building alternate routes. Estero Island's long narrow shape, frequent navigable canals, sensitive environmental, and highly urbanized character preclude these solutions. Congestion management at Fort Myers Beach must aim to reduce delays and improve safety, not just for motorists but for pedestrians and bicyclists as well.

Transportation is a main concern of any new or redevelopment in the town. One of the requirements of the zoning application is to provide an acceptable Traffic Impact Statement (TIS) addressing the impacts of the proposed development and how it integrates into the existing transportation network. The TIS must be consistent with the Comprehensive Plan, Land Development Code and Levels of Service that are stated as a minimum for any new trip generation. Methodology and typical Traffic Engineering principles will demonstrate redevelopment of the site will not cause any detrimental impact to Estero Blvd.

OBJECTIVE 8-9 LEVELS OF SERVICE – Maintain minimum acceptable levels of service for potable water, sanitary sewer, and solid waste disposal.

The service providers have been requested to provide service ability letters as included in the application that there is sufficient Potable Water (Town of Fort Myers Beach), Sanitary Sewer (Lee County Utilities), and Solid Waste (Lee County Solid Waste) capacity to service the proposed project. First responders for Fire, EMS and Sheriff have also provided letters of availability to serve.

GOAL 9: to provide optimal flood protection and improved stormwater quality within the constraints imposed by location and existing land-use patterns.

During the Development Order and Building Permit process the project will demonstrate that it has been designed compliant with FEMA FIRM, SFWMD stormwater, and Land Development Code regulations.

D: Design Standards Compliance:

The design standards listed in Division 7, Commercial Design Standards shall comply. The CPD documents have elevations as the Architectural Exhibits and shall be primary per 34-992(b).

Request Statement

Local Planning Agency consideration for the recommendation of approval to town council consideration to rezone 175 Sterling Ave from Institutional conventional zoning district to Commercial Planned Development with conditions.

Substantial competent evidence has been submitted in the application documents and presentation that support the request statement provided Findings and Conclusion statements of 34-85 and 34-216(a) are met.

Findings and Conclusions per 34-85 FMBLDC

1) *Whether there exists an error or ambiguity which must be corrected.*

   No errors or ambiguity exist.

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

   The rezoning request is to rectify a legal non-conforming use since before LDC adoption to allow redevelopment.

3) *The impact of a proposed change on the intent of this chapter.*

   The proposed change improves the town and meets the intent of this chapter.

4) *The testimony of any applicant.*

   Substantial competent evidence has been presented by expert witness during application, support and this hearing to demonstrate consistency with the Comprehensive Plan and Land Development Code.

5) *The recommendation of staff and of the local planning agency.*

   Staff report indicates support of this application. Presentation of staff will provide their recommendation. This hearing will determine the recommendation of the local planning agency.

6) *The testimony of the public.*

   To be determined and applicant requests the right of rebuttal to address this requirement.

7) *Whether the request is consistent with the goals, objective, policies, and intent, and with the densitites, intensites, and general uses as set forth in the Fort Myers Beach Comprehensive Plan.*

   Substantial competent evidence has been presented by expert witness during application, support and this hearing to demonstrate consistency with the Comprehensive Plan and Land Development Code.

Findings and Conclusions per 34-85 FMBLDC

8) *Whether the request meets or exceeds all performance and locational standards set forth for the proposed use.*

As discussed in Comprehensive Plan analysis Policy 4-C-3 this request is consistent with performance and location standards.

9) *Whether urban services are, or will be, available and adequate to serve a proposed land use change.*

All urban services are in place and existing to serve the design.

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

There are no environmental or natural resources on the site.

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 proposal as presented will codify and continue the historical use on the property for over 60 years.

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 capacity to carry traffic generated by the development.*

During Development Order process a Traffic Impact Statement will be provided to show there is no undue burden on transportation or other existing services.

13) *For planned development rezonings, see 34-216 for additional considerations.*

See additional slide for comment on consistency of this requirement.

CPD Findings and Conclusions per 34-216(a) FMBLDC

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

Substantial competent evidence has been submitted in application and presentation for a finding of consistent with this requirement.

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

Substantial competent evidence has been submitted in application and presentation for a finding of consistent with this requirement.

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

Substantial competent evidence has been submitted in application and presentation for a finding of consistent with this requirement

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

Substantial competent evidence has been submitted in application and presentation including Policy 4-B-5 (Boulevard FLU) and 4-C-3 (Location Standards) for a finding of consistent with this requirement.

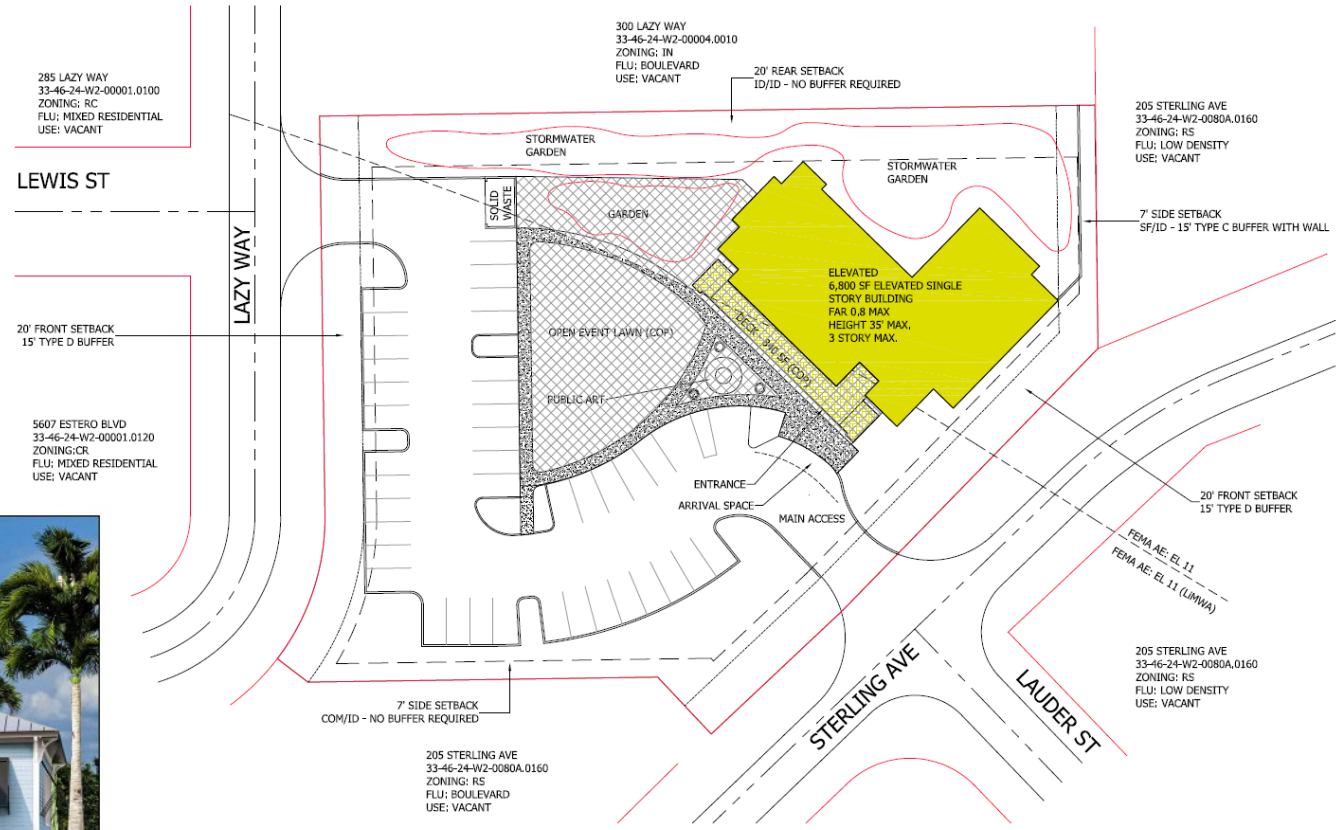
Suggested Motion

Recommend APPROVAL to town council that DCI20250203 based on a finding of consistency with the Comprehensive Plan and Land Development Code, with the following conditions:

1. Development of the property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
2. Development Order shall be substantially consistent with the Master Concept Plan exhibit and building elevation renderings in DCI20250203.
3. All state and local permits, including but not limited to right of way and stormwater permits, must be applied for and received prior to commencement of site development.
4. All landscaping must meet the Vehicle Visibility at Intersection requirements found in 34-3131.

Questions?

WEST ELEVATION (VIEW FROM LAZY WAY)



Business Impact Estimate

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

Proposed ordinance's title/reference: (25-20)

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING/APPROVING WITH CONDITIONS/ DENYING A REZONING TO A COMMERCIAL PLANNED DEVELOPMENT (CPD) FOR THE PROPERTY LOCATED AT 175 STERLING AVENUE, A PARCEL GENERALLY IDENTIFIED AS STRAP NUMBER 33-46-24-W2-00004.0000 TOWN OF FORT MYERS BEACH FROM INSTITUTIONAL TO ALLOW FOR THE REDEVELOPMENT OF THE PROPERTY FOR THE FORT MYERS BEACH WOMANS CLUB; PROVIDING FOR CONFLICT OF LAW, SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE.

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

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

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

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

The proposed ordinance is to rezone and rebuilt the Fort Myers Beach Women's Club at 175 Sterling Avenue. The Rezoning to Commercial Planned Development (CPD) will make the use of the property compliant to current comprehensive plan, Land Development Code and Florida building standard

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

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

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

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

The Town will not likely incur additional costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
NA

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

OFF. REC. 231 PAGE 692

336418

FEE SIMPLE DEED

THIS INDENTURE made this 2nd day of January, 196 4, between THE BOARD OF PUBLIC INSTRUCTION OF LEE COUNTY, FLORIDA, a Quasi-Public Corporation under the laws of the State of Florida, party of the first part, and FORT MYERS BEACH WOMAN'S CLUB, INC., a Florida Corporation, as party of the second part,

WITNESSETH, that the party of the first part, for and in consideration of the sum of TWELVE THOUSAND AND NO/100 ($12,000.00) DOLLARS paid by the party of the second part, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and transfer unto the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the County of Lee, State of Florida, to-wit:

Beginning at the South Meander Corner between Government lots two (2) and three (3) of Section thirty-three (33), T forty-six (46) South, Range twenty-four (24) East, Lee County, Florida, said point being 1607.4 feet South of the Northwest Corner of said Government lot two (2); thence North along the West line of said Government lot two (2) a distance of 454.36 feet to a point 13.65 feet North of North side of Estero Boulevard; thence East at an angle of 90 degrees a distance of 200 feet to the point of beginning of land herein described; thence South to East along a curve whose radius is 40 feet a distance of 62.83 feet (the radius point of said curve is 40 feet East of the aforesaid point of beginning), thence East 160 feet; thence Northeast at an included angle of 135 degrees a distance of 141.4 feet; thence North at an included angle of 135 degrees a distance of 250.21 feet; thence West at an angle of 90 degrees a distance of 300 feet; thence South at an angle of 90 degrees a distance of 336.56 feet to the point of beginning, containing 2.45 acres, more or less.

SUBJECT to existing easements and restrictions of record.

LEE COUNTY
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
JAN 28 '64
3600

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest and claim whatsoever of the party of the first part, in law or in equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF the said party of the first part has executed these presents the day and year first above written.

BOARD OF PUBLIC INSTRUCTION OF
LEE COUNTY, FLORIDA

By _____
Chairman

ATTEST:

_____
Secretary

Signed, Sealed and Delivered
in the Presence of:

_____

_____

STATE OF FLORIDA

COUNTY OF LEE

I HEREBY CERTIFY that before me personally appeared EARL HORD as Chairman and ROBERT N. KREAGER as Secretary of the Board of Public Instruction of Lee County, Florida, a body corporate, and acknowledged the execution of the foregoing instrument to be their free act and deed as such officers of said body corporate and that they affixed thereto the official and corporate seal of said body corporate by due corporate authority, and that said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 2nd day of January, 1964.

Emma Melville
Notary Public

Notary Public, State of Florida at Large
My Commission Expires Apr. 12, 1965

CERTIFICATE

I, ROBERT N. KREAGER, do hereby certify that I am the Superintendent of Public Instruction of Lee County, Florida, and as such, the Secretary to the Board of Public Instruction of Lee County, Florida; and that all of the provisions of Section 235.04, Florida Statutes of 1963 have been complied with in connection with the sale of the land described in the foregoing Deed.

This the 2nd day of January, 1964.

Robert N. Kreager

Robert N. Kreager, as County Superintendent of Public Instruction of Lee County, Florida

STATE OF FLORIDA, COUNTY OF LEE
FILED FOR RECORD
This 28 Day of Jan 19 64 Record in Off.
Book 231 Page 692 and Record Verified.
D. T. FARABEE By Marguerite Boyle
Clerk Circuit Court Deputy Clerk

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-270**

1. **Request:**

Meeting Date: February 17, 2026

This legislative agenda item is a Second Reading and Final Public Hearing on proposed Ordinance 26-01.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2-19 "COMPENSATION," OF CHAPTER 2, "ADMINISTRATION," OF THE CODE OF ORDINANCES OF FORT MYERS BEACH, FLORIDA TO: 1) ALLOW TOWN COUNCIL MEMBERS AND THE MAYOR TO BE PAID AS PROVIDED IN THE TOWN CHARTER AND TO VOLUNTARILY WAIVE RECEIPT OF A SALARY AS AUTHORIZED BY THE CHARTER OR BENEFITS ASSOCIATED WITH THEIR SERVICE ON THE TOWN COUNCIL; AND 2) REAFFIRM THAT TOWN COUNCIL MEMBERS AND THE MAYOR MAY BE REIMBURSED FOR REASONABLE AND NECESSARY EXPENSES INCURRED IN THE PERFORMANCE OF OFFICIAL TOWN DUTIES, SUBJECT TO APPLICABLE LAW, THE TOWN CHARTER, AND ADOPTED TOWN AND TOWN COUNCIL POLICIES AND PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS OF LAW, AND AN EFFECTIVE DATE.

Why the action is necessary:

This action clarifies that Town Council Members and the Mayor may voluntarily waive the salary and benefits associated with service on the Town Council

What the action accomplishes:

This action amends the Code of Ordinances to clearly reflect the voluntary waiver of salary and benefits for Town Council service.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
PUBLIC HEARINGS	Ordinance	Talissa Oliveira, Human Resources Director

5. **Background:**

At the January 5, 2026, Town Council meeting, the Town Council requested a proposed amendment to Section 2-19 of the Code of Ordinances (Compensation) to clarify language regarding the voluntary waiver of compensation and benefits associated with service on the Town Council. Section 4.05 of the Town Charter governs Council compensation and remains controlling.

Currently, reimbursement for expenses incurred by Town Council members is addressed in the Town Council's Procedural Rules and authorized by Section 4.05(b) of the Town Charter. Ordinance No. 98-5 further clarifies that reimbursable expenses must be reasonable and necessary, and the proposed amendment includes this existing guidance within the Code of Ordinances and reference to the more detailed procedural rules for clarity and consistency. No changes were recommended after the First Reading of the draft Ordinance.

Attachments:

1. 26-01 Ordinance 2nd Reading Draft Amending 2.19 Waiver of Compensation (1)
2. Ordinance 98-05
3. Section 8 From Exhibit A of Resolutions 23-182 and 24-178

4. 26-01, Business Impact Estimate Council Salary and Benefits Waiver

Financial Impact:
There is no adverse fiscal impact to the Town. Any voluntary waiver of salary or benefits by a Council Member or the Mayor would result in a reduction of expenditures in the Town's budget.

6. **Alternative Action**

7. **Management Recommendations:**
Approve the ordinance amending Section 2-19 of the Code of Ordinances to clarify the voluntary waiver of salary and benefits associated with service on the Town Council.

8. **Recommended Approval:**

Talissa Oliveira, Human Resources Director	Created/Initiated - 2/3/2026
Joe Onzick, Finance Director	Approved - 2/4/2026
nancy stuparich, Town Attorney	Approved - 2/9/2026
Amy Baker, Town Clerk	Approved - 2/10/2026
William McKannay, Town Manager	Final Approval - 2/11/2026

ORDINANCE NO. 26-01

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2-19 "COMPENSATION," OF CHAPTER 2, "ADMINISTRATION," OF THE CODE OF ORDINANCES OF FORT MYERS BEACH, FLORIDA TO: 1) ALLOW TOWN COUNCIL MEMBERS AND THE MAYOR TO BE PAID AS PROVIDED IN THE TOWN CHARTER AND TO VOLUNTARILY WAIVE RECEIPT OF A SALARY AS AUTHORIZED BY THE CHARTER OR BENEFITS ASSOCIATED WITH THEIR SERVICE ON THE TOWN COUNCIL; AND 2) REAFFIRM THAT TOWN COUNCIL MEMBERS AND THE MAYOR MAY BE REIMBURSED FOR REASONABLE AND NECESSARY EXPENSES INCURRED IN THE PERFORMANCE OF OFFICIAL TOWN DUTIES, SUBJECT TO APPLICABLE LAW, THE TOWN CHARTER, AND ADOPTED TOWN AND TOWN COUNCIL POLICIES AND PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS OF LAW, 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 to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Section 4.05 of the Town of Fort Myers Beach Charter provides for compensation and reimbursement of actual expenses incurred by Town Council Members while performing their official duties; and

WHEREAS, in Ordinance No. 98-5, the Town Council clarified that any reimbursable expenses must be reasonable and necessary to be eligible for reimbursement; and

WHEREAS, Section 2-19, "Compensation," of Chapter 2, "Administration," of the Code of Ordinances of the Town of Fort Myers Beach was adopted to implement and administer Section 4.05 of the Town's Charter; and

WHEREAS, the Town Council included additional details regarding reimbursement procedures in its Policies and Procedures Manual as amended by Resolutions 23-182, 24-178, and 26-035 ~~most recently approved by Resolution 23-182~~; and

WHEREAS, the Town Council desires to additionally now clarify by Ordinance and provide Council Members with an opportunity to voluntarily waive receipt of a salary or Town benefits otherwise authorized or available to a Council Member; and

WHEREAS, a first reading of the title of this Ordinance occurred at the Town Council public meeting on January 20, 2026 and voted to approve a second reading of this Ordinance and a public hearing on February 2, 2026, which was subsequently held on February 17, 2026; and

WHEREAS, the Ordinance was advertised in the News Press and a Business Impact Estimate was published on the Town's website on the ___ day of _____, which is 10 days prior to the Town Council's second reading of the title to the Ordinance and public hearing; and

WHEREAS, a second reading of the title to the Ordinance was heard on February 17 ~~2~~, 2026 and followed by a public hearing regarding the adoption of this Ordinance; and

WHEREAS, adoption of this Ordinance is in the best interest of the health, safety, and welfare of the residents of the Town of Fort Myers Beach.

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

Section 1. That 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. That Section 2-19, "Compensation," of Chapter 2, "Administration," of the Code of Ordinances of the Town of Fort Myers Beach, Florida, is hereby amended to read as follows:

Sec. 2-19. – Compensation and Expense Reimbursement.

(a) Salary. ~~All council members, except the mayor, shall be paid $1,200.00 per month. The mayor shall be paid $1,400.00 per month.~~ Town Council Members and the Mayor shall be paid as provided in the Town Charter. Town Council Members and the Mayor may elect to voluntarily waive receipt of the salary authorized by the Charter or any benefits associated with their service on the Town Council.

(b) Reimbursement of Expenses. Town Council Members and the Mayor may be reimbursed for reasonable and necessary expenses incurred in the performance of official Town duties, subject to applicable law, the Town Charter, and adopted Town and Town Council policies and procedures.

Section 3. That the Town Council intends that the provisions of this ordinance be made a part of the Fort Myers Beach, Florida, 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 conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most recent shall apply.

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

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

Section 6. This Ordinance shall become effective upon adoption by the town council.

The forgoing Ordinance was adopted by the town council upon a motion by Council Member _____ and seconded by Council Member _____ and upon being put on a roll call vote, the results were as follows:

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

ADOPTED this ___ day of February 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this ___ day of February, 2026.

ORDINANCE No. 98- 5

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH CLARIFYING PROVISIONS OF THE CHARTER OF THE TOWN OF FORT MYERS BEACH, PROVIDING AUTHORITY; FOR CLARIFICATION AND AS A MATTER OF POLICY SECTION 4.02 MAYOR AND SECTION 4.03 VICE MAYOR; FOR CLARIFICATION AND AS A MATTER OF POLICY SECTION 4.05 COMPENSATION; FOR CLARIFICATION AND AS A MATTER OF POLICY SECTION 4.07 FORFEITURE OF OFFICE; FOR CLARIFICATION AND AS A MATTER OF POLICY SECTION 6.03 POWERS AND DUTIES; SEVERABILITY; EFFECT OF ORDINANCE AND EFFECTIVE DATE.

IT IS HEREBY ORDAINED BY THE TOWN OF FORT MYERS BEACH AS FOLLOWS:

SECTION 1. Authority. This Ordinance is enacted pursuant to the provisions of Chapter 95-494, Laws of Florida, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. For clarification and as a matter of policy Section 4.02 Mayor and Section 4.03 Vice mayor shall be interpreted to include:

Section 4.02 Mayor.--At the first regularly scheduled meeting following the town's regular election, the council, by majority vote, shall elect from its membership a mayor. The mayor shall serve as chairperson during meetings of the council and shall serve as the head of municipal government for the purpose of execution of legal documents as required by ordinance. The mayor shall also serve as the ceremonial head of the town.

Section 4.03 Vice mayor.--At the first regularly scheduled meeting following the town's regular election, the council, by a majority vote, shall elect from among its membership a vice mayor who shall serve as mayor during the absence or disability of the mayor and, if a vacancy occurs, shall become interim mayor pursuant to section 4.08 of this charter.

A. In non-election years the election of mayor and vice-mayor shall be at the first regularly scheduled meeting in November.

B. Should the vice mayor become interim mayor, then, the council, by a majority vote, shall elect from among its membership an interim vice mayor who shall serve as mayor during the absence or disability of the interim mayor.

SECTION 3. For clarification and as a matter of policy Section 4.05 Compensation shall be interpreted to include:

Section 4.05 Compensation.--

(b) The council may provide for reimbursement of actual expenses incurred by its members while performing their official duties.

Expenses must be reasonable and necessary to be eligible for reimbursement.

SECTION 4. For clarification and as a matter of policy Section 4.07 Forfeiture of office shall be interpreted to include:

Section 4.07 Forfeiture of office.--A member of the council may forfeit the office, if the member:

(a) Lacks at any time during the term of office any qualification for the office prescribed by this charter or by law;

(b) Violates any express prohibition of this charter;

(c) Is convicted of a felony or criminal misdemeanor which misdemeanor involves the office of town council; or

(d) Misses three consecutive regularly scheduled council meetings.

If any of these events should occur, a hearing shall automatically be conducted at the next regularly scheduled council meeting, and the member may be declared to have forfeited office by majority vote of the council.

A. A council member who has been excused from attending a meeting by a vote of three other council members shall not be considered as missing that meeting.

B. If the next regularly scheduled council meeting is less than one week from the event of forfeiture, then the hearing will be continued to allow at least one week notice.

SECTION 5. For clarification and as a matter of policy Section 6.03 Powers and duties shall be interpreted to include:

Section 6.03 Powers and duties.--The town manager shall be the chief administrative officer of the town and shall implement and administer all ordinances, resolutions, and policies adopted by the council and shall perform such other duties as may be required by the council or law. The town manager shall be responsible to the council and shall have the following powers and duties:

(i) To perform such other duties as are specified in this charter or as may from time to time be assigned by the council.

A. The town manager during absence or unavailability shall maintain and submit to the council a succession plan.

B. The town manager shall submit the next years budget at a regularly scheduled meeting on or before the 15th day of July.

SECTION 7. Severability. If any one of the provisions of this ordinance should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever beheld invalid, then such provision shall be null and void and shall be deemed separate from the remaining provisions of this ordinance, and in no way affect the validity of all other provisions of this ordinance.

SECTION 8. Effect of Ordinance. The provisions of this Ordinance shall be deemed cumulative and supplemental and shall have no legal effect except as expressly provided.

SECTION 9. Effective Date. This ordinance shall become effective immediately upon its adoption.

The foregoing ordinance was enacted by the Town Council upon a motion by Council Member Murphy and seconded by Council Member Hughes and, upon being put to a vote, the result was as follows:

Anita T. Cereceda	aye
Daniel Hughes	aye
John Mulholland	aye
Garr Reynolds	no
Ray Murphy	aye

DULY PASSED AND ENACTED this 15th day of June, 1998.

ATTEST:

TOWN OF FORT MYERS BEACH

By: _____
Marsha Segal-George, Town Clerk

By: _____
Anita T. Cereceda, Mayor

Approved as to form by:

_____
Richard V.S. Roosa, Town Attorney

NOTE: The above is intended as a guide and the Council may conduct the quasi-judicial hearing utilizing another procedure, so long as due process requirements are met.

If new evidence is submitted prior to or at a Town Council hearing for a quasi-judicial matter after the final LPA hearing, Town Council can choose to:

1. Send the matter back to the LPA for review and recommendation.
2. To continue the hearing to provide sufficient time for the staff and Town Attorney to make recommendations; or
3. To complete the hearing if agreeable to the staff and Town Attorney.

8. Reimbursement Procedures

Travel Expenses:

It is the desire of the Town of Fort Myers Beach that Town Council members be reimbursed for certain expenses incurred while traveling on Town business. Appropriate allowances, forms and procedures are documented in the Town Personnel Manual.

Business Expenses:

From time to time, it may be necessary for members of Town Council to entertain various Federal, State and County officials while transacting official Town business. Such business expenses would normally include lunches and/or dinners. A Direct Expense Voucher may be submitted for reimbursement and must be signed by the person requesting reimbursement, and the Town Manager. Invoices must be attached as supporting documentary evidence.

Educational Reimbursement:

The Educational Reimbursement Program is used to encourage Town Council members to improve their knowledge and skills needed for the Town's effectiveness. Reimbursement conditions, forms and procedures are documented in the Town Personnel Manual.

9. Council Communications Policy and Processing Procedures

Council Communications Policy:

Any communication by individual Council members to the media, other governmental agencies, or in public forums should, as clearly as possible, distinguish between personal opinions and actions or direction taken by Town Council. This policy in no way means to censor viewpoints or restrict individual rights but is solely suggested to preserve the integrity of the Council, staff, and the Town.

Business Impact Estimate

Proposed ordinance's title/reference:
Ordinance 26-01

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AMENDING SECTION 2-19 "COMPENSATION," OF CHAPTER 2, "ADMINISTRATION," OF THE CODE OF ORDINANCES OF FORT MYERS BEACH, FLORIDA TO: 1) ALLOW TOWN COUNCIL MEMBERS AND THE MAYOR TO BE PAID AS PROVIDED IN THE TOWN CHARTER AND TO VOLUNTARILY WAIVE RECEIPT OF A SALARY AS AUTHORIZED BY THE CHARTER OR BENEFITS ASSOCIATED WITH THEIR SERVICE ON THE TOWN COUNCIL; AND 2) REAFFIRM THAT TOWN COUNCIL MEMBERS AND THE MAYOR MAY BE REIMBURSED FOR REASONABLE AND NECESSARY EXPENSES INCURRED IN THE PERFORMANCE OF OFFICIAL TOWN DUTIES, SUBJECT TO APPLICABLE LAW, THE TOWN CHARTER, AND ADOPTED TOWN AND TOWN COUNCIL POLICIES AND PROCEDURES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS OF LAW, AND AN EFFECTIVE DATE. ORDINANCE OF THE TOWN COUNCIL OF FORT MYERS BEACH, FLORIDA.

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

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

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

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

1. Summary of the proposed ordinance, (e.g. statement of the public purpose serving the public health, safety, morals and welfare):

The proposed ordinance would amend the Code of Ordinances to clearly reflect the voluntary waiver of salary and benefits for Town Council service and clarifies that Town Council Members and the Mayor may voluntarily waive the salary and benefits associated with service on the Town Council.

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

a. Ordinance 26-01 does not impose any new charge or fee on a businesses and no expected compliance costs.

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

c. The Town does not estimate additional regulatory costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed ordinance is not anticipated to impact businesses.

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

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-238**

1. **Request**:

Meeting Date: **February 17, 2026**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO APPLY FOR GRANT FUNDING THROUGH THE LEE COUNTY'S VISITOR AND CONVENTION BUREAU'S TOURIST DEVELOPMENT COUNCIL FOR BEACH AND SHORELINE FUNDING IN THE AMOUNTS OF $1,151,416 FOR BEACH AND SHORELINE MAINTENANCE, $26,267.00 FOR AN ACCESSIBILITY CAPITAL PROJECT AT ALBATROSS STREET, AND $150,000 FOR A CAPITAL PROJECT TO REPAIR THREE KAYAK LAUNCHES; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE ALL RELATED AND NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:
Approval from the Town Council is required to apply for the grants.

What the action accomplishes:
Designates signatory authority and authorization to apply for TDC funding requests.

2. **Agenda**:
ADMINISTRATIVE AGENDA

3. **Requirement/Purpose**:
Resolution

4. **Submitter of Information**:

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5. **Background**:
Lee County Visitor & Convention Bureau (LCVCB) - Tourist Development Council (TDC)

The Town of Fort Myers Beach intends to submit three applications for the Lee County Visitor & Convention Bureau's Tourist Development Council's Beach and Shoreline Maintenance Grant, a grant historically pursued on an annual basis. The objective of this grant is to ensure the maintenance and upkeep of all of the Town's beach accesses, Newton Park, Mound House, and the Palm Avenue restroom trailer, thereby guaranteeing their safety and appeal for public use, as well as enhancing their attractiveness to tourists. The second grant application is for a capital project anticipated for Albatross Street to promote accessibility of the beach access. The third application is for a capital project for repairs to 3 kayak launch locations within the Town.

The Town of Fort Myers Beach is respectfully requesting $1,151,416.00, $26,267.00, and $150,000.00 along with a match for each for Fiscal Year 26-27 beginning on October 1, 2026.

This Resolution allows for the Town Manager, and/or designee to sign and execute any required documentation to apply for the grants.

Attachments:
1. 26-040, FY 26-27 TDC Application and Authorization
2. TDC Grant Application Maintenance Budget Worksheets
3. Beach Shoreline Maintenace Project Budget Form
4. Capital Project for Albatross Budget Form
5. Kayak Launch Capital Project Budget Form

Financial Impact:
Application for Grants in the amounts of up to $1,151,416.00, $26,267.00, and $150,000.00 and the budgeting of $120,976.00, $2,496.00, and $12,000.00 in matching funds for the grants.

6. **Alternative Action**
Do not approve and do not apply for this grant.

7. **Management Recommendations:**
To approve and authorize staff to submit the applications.

8. **Recommended Approval:**

Jason Freeman, Deputy Town Clerk / Legislative Liaison	Created/Initiated - 2/4/2026
Joe Onzick, Finance Director	Approved - 2/5/2026
nancy stuparich, Town Attorney	Approved - 2/10/2026
Amy Baker, Town Clerk	Approved - 2/10/2026
William McKannay, Town Manager	Final Approval - 2/11/2026

RESOLUTION NUMBER 26-040

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO APPLY FOR GRANT FUNDING THROUGH THE LEE COUNTY'S VISITOR AND CONVENTION BUREAU'S TOURIST DEVELOPMENT COUNCIL FOR BEACH AND SHORELINE FUNDING IN THE AMOUNTS OF $1,151,416 FOR BEACH AND SHORELINE MAINTENANCE, $26,267.00 FOR AN ACCESSIBILITY CAPITAL PROJECT AT ALBATROSS STREET, AND $150,000 FOR A CAPITAL PROJECT TO REPAIR THREE KAYAK LAUNCHES; AUTHORIZING THE TOWN MANAGER OR DESIGNEE TO EXECUTE ALL RELATED AND NECESSARY DOCUMENTS; 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 has an opportunity to apply for grant funding from the Tourist Development Council ("Grant") for Beach and Shoreline Maintenance ("Projects"); and

WHEREAS, the Town will commit funds to complete the match requirements, which funding will be requested in the 2026-2027 Fiscal Year Budget for the Project; and

WHEREAS, the Town desires to apply for the Grant in the amount of up to $ 1,151,416 for beach and shoreline maintenance, $26,267.00 for an accessibility capital project for Albatross Street, and $150,000 for a capital project for repairs to three kayak launch locations to provide the Town with funds to complete the Projects; and

WHEREAS, to apply for the Grants, a Resolution of the Town is required designating a "Liaison Agent," and authorizing the Liaison Agent to apply for the Grants on behalf of the Town; and

WHEREAS, the Town desires to designate the Town Manager or designee as Liaison Agent and authorize the Town Manager or designee to apply for the Grants on behalf of the Town; and

WHEREAS, applying for the grants is in the best interest of the residents of the Town.

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

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

Section 2. The Town Council hereby designates the Town Manager or designee as Liaison Agent and authorizes the Town Manager or designee to apply for the Grants in the amounts of up to $ 1,151,416, $26,267.00, and $150,000 for beach maintenance activities, accessibility funding through a capital project located at Albatross Street, and a capital project for repairs of three kayak launches.

Section 3. The Town Council authorizes the budgeting of $120,976, $2,496.00, $12,000 in matching funds for the grants.

Section 4. This Resolution shall take effect immediately upon its adoption.

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

Dan Allers, Mayor	___
Scott Safford Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
Vacant, Council Member	___

ADOPTED this 17th day of February 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of February 2026.

MAINTENANCE REQUEST
DETAIL BUDGET BREAKDOWN
FISCAL YEAR 2027

FACILITY NAME: Beach and Shoreline Maintenance

PHYSICAL ADDRESS: Estero Island - (32 Beach Accesses)

		Budget Request		Sub-Total Budget Request
Note: Some examples are provided for you. Add other proposed eligible expenses as needed.				
Personnel (Positions must be directly related to Beach and Shoreline Maintenance)				
In-house Labor (including overtime)	$	436,390.80		
	$			
			$	436,390.80
CONTRACTED SERVICES				
Janitorial Services	$	14,000.00		
Public Restroom Facilities	$	-		
Contracted Labor	$	30,000.00		
Landscape	$	20,000.00		
	$	-		
			$	64,000.00
UTILITY SERVICES				
Electric	$	1,000.00		
Water & Sewer	$	2,000.00		
Solid Waste Removal	$	65,000.00		
			$	68,000.00
REPAIR AND MAINTENANCE				
Tools/ Materials (Maintenance Supplies)	$	50,000.00		
Restroom Trailer (Building Maintenance)	$	8,500.00		
Vehicles & Equipment*	$	50,000.00		
	$			
	$			
	$			
			$	108,500.00
OPERATING SUPPLIES*				
Supplies (Institutional, Chemcial, Etc.)	$	5,000.00		
Tools	$	5,000.00		
Signage	$	15,000.00		
Restroom Equipment	$	5,200.00		
Trash Bags (janitorial supplies)	$	2,500.00		
	$			
	$			
	$			
			$	32,700.00
FUELS, OILS, & LUBRICANTS				
Fuels, Oils, & Lubricants for all equipment	$	30,000.00		
	$			
			$	30,000.00
MACHINERY & EQUIPMENT*				
Vehicle (Kubota + additional equiptment)	$	39,235.00		
Portable Post Driver	$	744.00		
ADA Accessibility Equipment	$	15,000.00		
			$	54,979.00
*To be fully eligible, equipment/supplies must be utilized 100% of the time for beach and shoreline projects				
TOTAL BUDGET REQUEST			**$**	**794,569.80**

$	**1,151,415.26**

MAINTENANCE REQUEST
DETAIL BUDGET BREAKDOWN
FISCAL YEAR 2026

FACILITY NAME: Mound House Maintenance

PHYSICAL ADDRESS: 451 Connecticut St.

		Budget Request		Sub-Total Budget Request
Note: Some examples are provided for you. Add other proposed eligible expenses as needed.				
Personnel (Positions must be directly related to Beach and Shoreline Maintenance)				
In-house Labor (including overtime)	$	144,507.46		
	$			
			$	144,507.46
CONTRACTED SERVICES				
Janitorial Services (Restrooms only)	$	7,000.00		
Landscape Maintenance	$	22,000.00		
Pest Control	$	2,000.00		
	$			
	$			
			$	31,000.00
UTILITY SERVICES				
Electric	$	7,400.00		
Water & Sewer	$	7,200.00		
			$	14,600.00
REPAIR AND MAINTENANCE				
Observation Pier Repair (Building Maintenance)	$	1,500.00		
Tools/Materials (Maintenance Supplies)	$	1,000.00		
Restroom Repairs (Building Maintenance)	$	3,500.00		
Vehicles & small equipment*	$	1,700.00		
Pedestrian pathway maintenance (Building Maintenance)	$	1,500.00		
Boat Dock (Building Maintenance)	$	1,000.00		
Calusa Blueway Kayak Launch (Building Maintenance)	$	50,000.00		
	$			
	$			

			$	60,200.00

OPERATING SUPPLIES*

Supplies (Institutional, Chemcial, Etc.)	$	2,000.00		
Signage	$	3,000.00		
Restroom supplies	$	1,500.00		
Janitorial supplies	$	2,000.00		
Maintenance supplies	$	5,000.00		
			$	13,500.00

FUELS, OILS, & LUBRICANTS

Fuels, Oils, & Lubricants for all equipment	$	2,500.00		
	$			
			$	2,500.00

MACHINERY & EQUIPMENT*

Trash / Recycling Bins	$	3,000.00		
Power Tools (edger, weedeater, blower etc.)	$	3,000.00		
	$			
			$	6,000.00

*To be fully eligible, equipment/supplies must be utilized 100% of the time for beach and shoreline projects

TOTAL BUDGET REQUEST	**$**	**272,307.46**

MAINTENANCE REQUEST
DETAIL BUDGET BREAKDOWN
FISCAL YEAR 2026

FACILITY NAME: Newton Beach Park

PHYSICAL ADDRESS: 4650 Estero Blvd

		Budget Request		Sub-Total Budget Request
Note: Some examples are provided for you. Add other proposed eligible expenses as needed.				
Personnel (Positions must be directly related to Beach and Shoreline Maintenance)				
In-house Labor (including overtime)	$			
	$			
			$	-
CONTRACTED SERVICES				
Janitorial Services	$	9,600.00		
Landscape Maintenance (includes Native Planting)	$	-		
	$			
			$	9,600.00
UTILITY SERVICES				
Electric	$	750.00		
Water & Sewer	$	5,000.00		
			$	5,750.00
REPAIR AND MAINTENANCE				
Restroom Repairs (Building Maintenance)	$	1,500.00		
Vehicles & small equipment*	$	-		
Pedestrian pathway maintenance (Building Maintenance)	$	-		
	$			
	$			
			$	1,500.00
OPERATING SUPPLIES*				
Supplies (Institutional, Chemcial, Etc.)	$	2,000.00		
Signage	$	1,500.00		
Janitorial Supplies	$	1,000.00		

Maintenance supplies	$	5,000.00		
	$			
	$			
			$	9,500.00

FUELS, OILS, & LUBRICANTS

Fuels, Oils, & Lubricants	$	-		
	$			
			$	-

MACHINERY & EQUIPMENT*

	$	-		
	$	-		
	$			
	$			
	$			
			$	-

*To be fully eligible, equipment/supplies must be utilized 100% of the time for beach and shoreline projects

TOTAL BUDGET REQUEST	**$**	**26,350.00**

MAINTENANCE REQUEST
DETAIL BUDGET BREAKDOWN
FISCAL YEAR 2026

FACILITY NAME: Beach Patrol

PHYSICAL ADDRESS: Estero Island - (32 Beach Accesses)

		Budget Request		Sub-Total Budget Request
Note: Some examples are provided for you. Add other proposed eligible expenses as needed.				
Personnel (Positions must be directly related to Beach and Shoreline Maintenance)				
In-house Labor (including overtime)	$	35,041.00		
	$			
			$	35,041.00
CONTRACTED SERVICES				
	$			
	$			
	$			
			$	-
UTILITY SERVICES				
			$	-
REPAIR AND MAINTENANCE				
Vehicles & small equipment*	$	4,000.00		
	$			
	$			
	$			
			$	4,000.00
OPERATING SUPPLIES*				
Miscellaneous Operating Supplies	$	3,000.00		
	$			
	$			
	$			

			$	3,000.00

FUELS, OILS, & LUBRICANTS

Fuels, Oils, & Lubricants	$	5,000.00		
	$			
			$	5,000.00

MACHINERY & EQUIPMENT*

2- Vehicles (Polaris)	$	11,147		
	$			
	$			
			$	11,147

*To be fully eligible, equipment/supplies must be utilized 100% of the time for beach and shoreline projects

TOTAL BUDGET REQUEST	**$**	**58,188**

BEACH & SHORELINE PROJECT BUDGET

Project Name: **Beach and Shoreline Maintenance**

Facility Name & Address **Estero Island - 32 Beach Accesses**

	TDC Request	Agency Match	Total
Personnel			
In-house Labor	$615,939.26	$48,776.00	$664,715.26
Contract Labor	$30,000.00		$30,000.00
Total	**$645,939.26**	**$48,776.00**	**$694,715.26**
Contracted Services			
Janitorial Services	$30,600.00		$30,600.00
Landscape	$42,000.00		$42,000.00
Pest Control	$2,000.00		$2,000.00
Total	**$74,600.00**	**$0.00**	**$74,600.00**
Travel			
Bridge Tickets & Passes (Transponders)			$0.00
Total		**$0.00**	**$0.00**
Communications			
Cellular Phones/Pagers		$13,000.00	$13,000.00
Radios			$0.00
Total		**$13,000.00**	**$13,000.00**
Repairs & Maintenance			
Building Maintenance	$67,500.00	$4,000.00	$71,500.00
Maintenance Materials	$51,000.00		$51,000.00
Vehicle Maintenance	$55,700.00		$55,700.00
Equipment Maintenance			$0.00
Equipment Repair Parts			$0.00
			$0.00
Total	**$174,200.00**	**$4,000.00**	**$178,200.00**
Other Charges & Obligations			
Indirect Cost		$5,000.00	$5,000.00
Total		**$5,000.00**	**$5,000.00**
Operating Supplies			
Fuel & Lubricants	$37,500.00		$37,500.00
Uniforms		$10,000.00	$10,000.00
Janitorial Supplies	$21,200.00	$10,000.00	$31,200.00
Maintenance Supplies	$18,000.00		$18,000.00
Signage	$19,500.00		$19,500.00
			$0.00
Total	**$96,200.00**	**$20,000.00**	**$116,200.00**
Utilities			
Electric	$9,150.00	$5,200.00	$14,350.00
Water & Sewer	$14,200.00	$5,000.00	$19,200.00
Solid Waste Removal	$65,000.00	$20,000.00	$85,000.00
Total	**$88,350.00**	**$30,200.00**	**$118,550.00**
Insurance			
Insurance Premiums			$0.00
Total		**$0.00**	**$0.00**
Equipment			
Equipment	$21,744.00		$21,744.00
Vehicles	$50,382.00		$50,382.00
			$0.00
Total	**$72,126.00**	**$0.00**	**$72,126.00**
Construction - *Capital Projects Only*			
Permits			$0.00
Site Preparation			$0.00
Construction			$0.00
			$0.00
Total	**$0.00**	**$0.00**	**$0.00**
TOTAL	**$1,151,415.26**	**$120,976.00**	**$1,272,391.26**

Notes: 1. Buildings must be open to the public in order to be eligible for funding.

2. Equipment must be 100% assigned to the project in order to be 100% eligible for funding.

BEACH & SHORELINE PROJECT BUDGET

Project Name:	**Beach Access at Albatross**
Facility Name & Address	**Albatross St**

	TDC Request	Agency Match	Total
Personnel			
In-house Labor	$0.00		$0.00
Contract Labor	$0.00		$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Contracted Services			
Janitorial Services	$0.00		$0.00
Landscape Maintenance	$0.00		$0.00
			$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Travel			
Bridge Tickets & Passes (Transponders)			$0.00
Total		**$0.00**	**$0.00**
Communications			
Cellular Phones/Pagers			$0.00
Radios			$0.00
Total		**$0.00**	**$0.00**
Repairs & Maintenance			
Building Maintenance	$0.00		$0.00
Maintenance Materials	$0.00		$0.00
Vehicle Maintenance	$0.00		$0.00
Equipment Maintenance	$0.00		$0.00
Equipment Repair Parts	$0.00		$0.00
			$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Other Charges & Obligations			
Indirect Cost			$0.00
Total		**$0.00**	**$0.00**
Operating Supplies			
Fuel & Lubricants	$0.00		$0.00
Uniforms			$0.00
Janitorial Supplies	$0.00		$0.00
Maintenance Supplies	$0.00		$0.00
Signage	$0.00		$0.00
			$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Utilities			
Electric	$0.00		$0.00
Water & Sewer	$0.00		$0.00
Solid Waste Removal	$0.00		$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Insurance			
Insurance Premiums			$0.00
Total		**$0.00**	**$0.00**
Equipment			
Equipment	$0.00		$0.00
Vehicles	$0.00		$0.00
			$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Construction - *Capital Projects Only*			
Permits		$2,496.00	$2,496.00
Site Preparation	$0.00		$0.00
Construction	$26,267.00		$26,267.00
			$0.00
Total	**$26,267.00**	**$2,496.00**	**$28,763.00**
TOTAL	**$26,267.00**	**$2,496.00**	**$28,763.00**

Notes: 1. Buildings must be open to the public in order to be eligible for funding.

2. Equipment must be 100% assigned to the project in order to be 100% eligible for funding.

BEACH & SHORELINE PROJECT BUDGET

Project Name: **Repairs to Blueway Kayak Launches**

Facility Name & Address **Baview Dr, Miramar Ave, & Coconut Dr**

	TDC Request	Agency Match	Total
Personnel			
In-house Labor	$0.00		$0.00
Contract Labor	$0.00		$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Contracted Services			
Janitorial Services	$0.00		$0.00
Landscape Maintenance	$0.00		$0.00
			$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Travel			
Bridge Tickets & Passes (Transponders)			$0.00
Total		**$0.00**	**$0.00**
Communications			
Cellular Phones/Pagers			$0.00
Radios			$0.00
Total		**$0.00**	**$0.00**
Repairs & Maintenance			
Building Maintenance	$0.00		$0.00
Maintenance Materials	$0.00		$0.00
Vehicle Maintenance	$0.00		$0.00
Equipment Maintenance	$0.00		$0.00
Equipment Repair Parts	$0.00		$0.00
			$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Other Charges & Obligations			
Indirect Cost			$0.00
Total		**$0.00**	**$0.00**
Operating Supplies			
Fuel & Lubricants	$0.00		$0.00
Uniforms			$0.00
Janitorial Supplies	$0.00		$0.00
Maintenance Supplies	$0.00		$0.00
Signage	$0.00		$0.00
			$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Utilities			
Electric	$0.00		$0.00
Water & Sewer	$0.00		$0.00
Solid Waste Removal	$0.00		$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Insurance			
Insurance Premiums			$0.00
Total		**$0.00**	**$0.00**
Equipment			
Equipment	$0.00		$0.00
Vehicles	$0.00		$0.00
			$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Construction - *Capital Projects Only*			
Permits	$0.00	$6,000.00	$6,000.00
Site Preparation	$0.00	$6,000.00	$6,000.00
Construction	$150,000.00	$0.00	$150,000.00
			$0.00
Total	**$150,000.00**	**$12,000.00**	**$162,000.00**
TOTAL	**$150,000.00**	**$12,000.00**	**$162,000.00**

Notes: 1. Buildings must be open to the public in order to be eligible for funding.

2. Equipment must be 100% assigned to the project in order to be 100% eligible for funding.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-241**

1. **Request:**

Meeting Date: February 17, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AUTHORIZING THE TOWN MANAGER TO EXECUTE A THREE-YEAR CONTRACT WITH MAULDIN AND JENKINS FOR FINANCIAL AUDITING SERVICES IN THE AMOUNTS OF $59,300 FOR THE FIRST YEAR, $60,950 FOR THE SECOND YEAR AND $62,600 FOR THE THIRD YEAR, PLUS $5,500 FOR EACH ADDITIONAL MAJOR PROGRAM TO BE AUDITED; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AUDIT AND EXAMINATION ENGAGEMENT LETTERS FOR FISCAL YEAR 2025 ATTACHED TO THE CONTRACT AS EXHIBITS; PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The action is necessary to comply with State Statutes, Federal regulations, loan agreements and grant agreements regarding the requirement to undergo a financial statement audit and examination of compliance regarding investment of public funds.

What the action accomplishes:

The action facilitates compliance with State Statutes, Federal regulations, loan agreements and grant agreements regarding the requirement to undergo a financial statement audit and examination of compliance regarding investment of public funds.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Joe Onzick, Finance Director

5. **Background:**

The Town is required by State statute, Federal regulations, grant agreements and loan agreements to undergo a financial statement audit as well as an examination of the Town's compliance with Florida Statutes regarding the investment of public funds. This resolution authorizes the Town Manager to execute a three-year contract with Mauldin and Jenkins, upon attorney sign-off, for auditing services, as well as the required audit and examination engagement letters with Mauldin Jenkins to perform the required audit and examination of Fiscal Year 2025 which ends September 30, 2025.

Contract is contingent on final legal approval.

Attachments:

1. NS 26-039, Authorizing Contract with Mauldin and Jenkins for Auditing Services (2)
2. Draft Contract Mauldin and Jenkins LLC
3. Exhibit "A1" 2025 Examination Engagement Letter - Town of Fort Myers Beach
4. Exhibit "A2" 2025 Audit Engagement Letter - Town of Fort Myers Beach

Financial Impact:

According to the proposed fee schedule, the audit fee would be $59,300 for the first year, $60,950 for the second year, and $62,600 for the third year. This fee schedule includes the audit of one major grant program (expenditures of $750,000 or more). There is an additional fee of $5,500 for each additional major grant program to be audited. We anticipate 4 additional major grant programs: the ARPA program, the FDEM and FDEP beach renourishment grants, and the Florida Department of Commerce grant for the purchase of the town hall parking lot. These 4 additional major grant programs will bring the cost to $81,300.

6. **Alternative Action**

The town council may choose to reject the proposed contract terms and propose alternate terms.

7. **Management Recommendations:**

Management recommends that the town manager be authorized to enter into a 3-year agreement with Mauldin and Jenkins to provide audit services, and to execute the audit and examination engagement letters for Fiscal Year 2025.

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 2/5/2026
Joe Onzick, Finance Director	Approved - 2/5/2026
nancy stuparich, Town Attorney	Approved - 2/11/2026
Amy Baker, Town Clerk	Approved - 2/11/2026
William McKannay, Town Manager	Final Approval - 2/11/2026

RESOLUTION NUMBER 26-039

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, AUTHORIZING THE TOWN MANAGER TO EXECUTE A THREE-YEAR CONTRACT WITH MAULDIN AND JENKINS FOR FINANCIAL AUDITING SERVICES IN THE AMOUNTS OF $59,300 FOR THE FIRST YEAR, $60,950 FOR THE SECOND YEAR AND $62,600 FOR THE THIRD YEAR, PLUS $5,500 FOR EACH ADDITIONAL MAJOR PROGRAM TO BE AUDITED; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AUDIT AND EXAMINATION ENGAGEMENT LETTERS FOR FISCAL YEAR 2025 ATTACHED AS EXHIBITS; PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town of Fort Myers Beach is seeking to enter into a three year agreement with an audit firm to audit its financial statements with an option to renew for two additional one-year terms contingent on the satisfactory negotiations of terms (including a price acceptable to both the Town and selected firm), the concurrence of the Town Council, and the annual availability of funds; and

WHEREAS, on February 2, 2026 the Town Council of Fort Myers Beach approved resolution 26-021 determining Mauldin and Jenkins to be the most responsive and qualified firm based on the responses received to RFP-26-04-FN for Financial Auditing Services solicited by an Request for Proposals (RFP) in December 2025, and authorizing the Town Manager or designee to negotiate a contract with Mauldin and Jenkins; and

WHEREAS, the Town Manager has found the proposed fees of the three-year agreement by Mauldin and Jenkins to be reasonable in the amounts of $59,330 for the first year, $60,950 for the second year and $62,600 for the third year, plus $5,500 for each additional major program to be audited, and is recommending that the Town Council accept these terms and authorize the town manager to execute the three-year contract with Mauldin and Jenkins as well as the audit engagement letter and examination engagement letter for Fiscal Year 2025 attached to the agreement as exhibits; and

WHEREAS, approval of this Agreement is in the best interest of the public.

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

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

Section 2. The Town Council hereby authorizes the town manager to execute a three-year contract with Mauldin and Jenkins for financial auditing services in the amounts of $59,330 for the first year, $60,950 for the second year and $62,600 for the third year, plus $5,500 for each additional major program to be audited.

Section 3. The Town Council hereby authorizes the town manager to execute the audit engagement letter and examination engagement letter for Fiscal Year 2025 attached as exhibits to the contract.

Section 4. This resolution shall take effect immediately upon adoption.

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

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

ADOPTED this ___ day of February 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, Town Attorney

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

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this 17th day of February 2026, by and between the **TOWN OF FORT MYERS BEACH**, a Florida municipal corporation (hereinafter the "TOWN") and **MAULDIN & JENKINS, LLC**, a Florida Limited Liability Company (hereinafter "CONTRACTOR").

WITNESSETH

WHEREAS, the TOWN is a Florida municipal corporation, having a responsibility to provide certain services to benefit the citizens of the TOWN OF FORT MYERS BEACH; and

WHEREAS, the TOWN has the full power and authority to enter into the transactions contemplated by this Agreement; and

WHEREAS, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates.

NOW THEREFORE in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.

2. **Agreement Overview.**

   a. Project Title and Description: Financial Auditing Services

   b. Procurement Method: RFP-26-04-FN

   c. External Funding Source(s):

      ☐ State funding (specify):

      ☐ Federal funding (specify):

      ☐ Other (specify):

      ☒ Not Applicable

d. Agreement Type:

☒ Defined Scope Agreement (specified recurrent services, subscriptions, single projects, and specific deliverables)

☐ Agreement Utilizing Supplemental Task Authorizations (e.g. Continuing Services Agreement)

e. Term, Time, and Delivery:

☒ This Agreement has a Term of **3 years** beginning on **February 18, 2026** and ending on **February 17, 2029**, and may be renewed for up to **2 additional Term(s) of 1 year** each, upon agreement of the parties in writing.

☐ CONTRACTOR shall commence work under this Agreement immediately upon receipt by CONTRACTOR of the Notice to Proceed and must complete the work according to the schedule set forth in Exhibit "C". Liquidated damages, if any, will be assessed against CONTRACTOR for late completion as set forth in Exhibit "C".

f. Project Management:

TOWN's Project Manager		CONTRACTOR's Project Manager	
Name:	**Joe Onzick**	Name:	**Wade Sansbury, CPA**
Title:	**Finance Director**	Title:	**Partner**
Phone:	**239-765-0202 x1800**	Phone:	**941-741-2255**
Email:	**jonzick@fmbgov.com**	Email:	**wsansbury@mjcpa.com**

g. Notice Addresses:

TOWN: **Fort Myers Beach Town Council, Attn: Town Manager, 6231 Estero Boulevard, Fort Myers Beach, Florida 33931**

CONTRACTOR: **Mauldin & Jenkins, LLC, Attn: Wade Sansbury, CPA, 1401 Manatee Avenue West, Suite 1200, Bradenton, FL 34205**

h. Exhibits: The Parties shall comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated herein by reference:

☒	Exhibit "A1"	2025 Examination Engagement Letter
	Exhibit "A2"	2025 Audit Engagement Letter
☐	Exhibit "B"	Compensation and Pricing
☐	Exhibit "C"	Work Schedule

☐	Exhibit “D”	Supplemental Task Authorization Form
☒	Exhibit “E”	Florida Statutory Requirements
☐	Exhibit “F”	Attachment 8: Federal Regulations and Terms (Federal)
☐	Exhibit “G”	Additional Terms for State-Funded Agreements
☐	Exhibit “H”	Plans/Specifications/Shop Drawings
☐	Exhibit “I”	Other (Specify):
☐	Exhibit “J”	Other (Specify):
☐	Exhibit “K”	Other (Specify):
☐	Exhibit “L”	Other (Specify):

3. Description of Work.

a. The TOWN hereby retains CONTRACTOR to furnish goods and/or services as described in the Scope of Work, which is attached hereto as Exhibit "A" and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Work, unless specifically excluded.

c. CONTRACTOR must also comply with, and abide by, all requirements as contained in any invitation to bid (ITB), request for proposals (RFP), request for qualifications (RFQ), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the TOWN, together with any addenda, hereinafter the “Bid Documents, as applicable.” The Bid Documents, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

4. Supplemental Task Authorizations. The provisions of this paragraph only apply if “Agreement Utilizing Supplemental Task Authorizations” is checked in paragraph 2(d) (“Agreement Type”) above.

a. This Agreement anticipates a variety of projects being requested by the TOWN to be provided by the CONTRACTOR as determined necessary by the TOWN.

b. All work to be performed by CONTRACTOR under this Agreement shall be authorized in writing by the TOWN. Such authorization will be referred to as a “Supplemental Task Authorization” and shall reference this Agreement as the “Master Agreement”. Supplemental Task Authorizations shall be in a form substantially similar to the form attached hereto as Exhibit “D” (if selected above in paragraph 2(k)).

c. Supplemental Task Authorizations shall contain a description of the work to be undertaken, a budget amount of the fee to be paid, and a time schedule.

d. Supplemental Task Authorizations may contain additional provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instruction or provision shall not be construed as a modification to this Agreement.

e. When CONTRACTOR and the TOWN enter into a Supplemental Task Authorization wherein the term of the Supplemental Task Authorization expires on a date that is later than the date that this Agreement expires, the CONTRACTOR and the TOWN agree that the terms of this Agreement are automatically extended until the expiration or full completion of the requirements of the Supplemental Task Authorization has been performed. Cancellations by the TOWN of any remaining work prior to the full completion of the requirements of the Supplemental Task Authorization shall cause the terms of this Agreement to terminate at the same time. This provision shall only apply when the expiration of the Supplemental Task Authorization extends beyond the expiration of this Agreement. It does not apply when a Supplemental Task Authorization expires or is canceled prior to the expiration of this Agreement.

5. Payment.

a. The TOWN agrees to compensate CONTRACTOR, for work actually authorized and performed under this Agreement, at the rate or basis described in Exhibit "B", which is attached hereto and incorporated herein by reference. CONTRACTOR must perform all work required by the Scope of Work, but in no event will CONTRACTOR be paid more than the negotiated amount(s) set forth in Exhibit "B".

b. Payments shall be made in accordance with the Florida Local Government Prompt Payment Act in accordance with the payment schedule provided in Exhibit “B”.

c. Progress payments, if any, will be made as set forth in Exhibit "B".

d. The TOWN reserves the right to ratably withhold amounts in the event of the nonperformance of all or part of CONTRACTOR’s obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

6. Project management. The Project Managers for this project are set forth above in paragraph 2 (“Agreement Overview”). Any subsequent changes to the Project Manager for either party may be provided by notice as described in paragraph 7 (“Notices”) below and does not require an amendment to this Agreement.

7. Notices. All notices to the parties under this Agreement must be in writing and sent certified mail to the addresses set forth above in paragraph 2 (“Agreement Overview”).

8. Termination.

a. Termination at Will: This Agreement may be terminated by the TOWN in whole or in part at any time without cause by the TOWN giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

b. Termination for Cause: This Agreement may be terminated by either party for cause by the TOWN or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

9. General Provisions. CONTRACTOR must comply with the following general provisions:

a. Warranty. CONTRACTOR guarantees to repair, replace or otherwise make good to the satisfaction of the TOWN any defect in workmanship or material appearing in the work; and further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment, by the TOWN will relieve CONTRACTOR from its obligations to do and complete the work in accordance with this Agreement. If the TOWN deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the TOWN may make an equitable deduction from the contract price, or, in the alternative, the TOWN may seek damages. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the TOWN) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the TOWN in writing if it appears, in CONTRACTOR's professional judgement that the data or information provided by the TOWN for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the TOWN any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein.

b. Bond. If a surety bond has been required by the Bid Documents for CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the TOWN, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the TOWN to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the TOWN. The TOWN will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the TOWN.

c. Insurance.

i. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the TOWN from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.

ii. The insurance coverage required by this Agreement must not be less than the amounts described in the Bid Documents. If the Bid Documents do not state an insurance requirement or the amount of insurance, then the amount of insurance required by this Agreement must not be less than:

1. Workers' Compensation (unless exempt) with Employers' Liability with a limit of $500,000.00 each accident, $500,000.00 each employee, $500,000.00 policy limit for disease;

2. Commercial General Liability (CGL) insurance with a limit of not less than $500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location, project, and work in the amount of $1,000,000.00. Products and completed operations aggregate shall be $1,000,000.00. CGL insurance shall be written on an occurrence form and include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at $100,000.00;

3. Commercial Automobile Liability Insurance with a limit of not less than $1,000,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos) and such policy shall be endorsed to provide contractual liability coverage; and

4. Fire damage liability shall be included at $500,000.00.

iii. CONTRACTOR must furnish the TOWN with Certificates of Insurance, which are to be signed by a person authorized by that insurer to bind coverage on its behalf. The TOWN is to be specifically included as an additional insured and loss payee on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate must be issued 30 days prior to the expiration date. The policy must provide a 30-day notification clause in the event of cancellation or modification to the policy. All certificates of

insurance must be on file with and approved by the TOWN before commencement of any work activities.

iv. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self–insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

d. Compliance with Federal, State, and Local Laws. CONTRACTOR and CONTRACTOR's agents shall comply with all federal, state and local regulations, including those now in effect and hereafter adopted, and including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements.

e. Personal nature of Agreement; Assignment.

1. The parties acknowledge that the TOWN places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the TOWN.

2. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the TOWN Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

f. Independent contractor.

1. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the TOWN. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the TOWN. None of the benefits, if any, provided by the TOWN to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the TOWN to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the TOWN and is subject to the TOWN's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to

CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The TOWN will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.

2. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.

3. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

g. Indemnification.

1. CONTRACTOR must indemnify and hold the TOWN harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the TOWN, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the TOWN against any claim that any product purchased or licensed by the TOWN from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the TOWN by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the TOWN and not considered to be the TOWN's exclusive remedy.

2. In the event that any claim in writing is asserted by a third party which may entitle the TOWN to indemnification, the TOWN must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising

from such claim, or in the event the TOWN decides to participate in the proceeding or defense, the TOWN will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.

3. The indemnification provisions of this paragraph will survive the termination of this Agreement.

h. Sovereign Immunity. Nothing in this Agreement extends, or will be construed to extend, the TOWN's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as consent, by the TOWN to be sued by third parties in any matter arising out of this Agreement.

10. Miscellaneous Provisions. The following miscellaneous provisions apply to this Agreement:

a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.

b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized TOWN representatives.

c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

d. **Non-appropriation.** TOWN's performance and obligation to pay under this Agreement is contingent upon an appropriation during the TOWN's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the TOWN Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the TOWN subject to the TOWN paying all invoices for services rendered during the period the Agreement was funded by appropriations.

e. **Taxes.** The TOWN shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the TOWN is exempt from same by Florida law, including but not limited to any sales or use tax.

f. **Severability**. If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

g. **Construction**. If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

h. **Headings**. All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.

i. **Waiver**. The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the TOWN's rights under this Agreement, or of any cause of action the TOWN may have arising out of the performance of this Agreement.

j. **Force Majeure**. Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, out break of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Work" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.

k. **Law; Venue.** This Agreement is being executed in Lee County, Florida and is governed in accordance with the laws of the State of Florida. Venue of any action hereunder will be in Lee County, Florida.

DRAFT

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CONTRACTOR: MAULDIN & JENKINS, LLC

by _____
Wade Sansbury, as its Partner in Charge and authorized agent

Date: _____

CONTRACTOR'S WITNESS:

_____

Printed Name: _____

Date: _____

TOWN OF FORT MYERS BEACH, a Florida municipal corporation

_____
Dan Allers, Mayor

ATTEST:

(Seal)

_____
Amy Baker, Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

DRAFT

EXHIBIT “A1”

See attached 2025 Examination Engagement Letter

EXHIBIT “A2”

See attached 2025 Audit Engagement Letter

EXHIBIT "B"
COMPENSATION AND PRICING

See Exhibit "A1" and Exhibit "A2" for compensation and pricing.

EXHIBIT "E"
FLORIDA STATUTORY REQUIREMENTS

1. E-Verify Compliance. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

2. Public records.

a. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

   1. Keep and maintain public records required by the TOWN to perform the service.
   2. Upon request from the TOWN's custodian of public records, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
   3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the TOWN.
   4. Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If CONTRACTOR transfers all public records to the TOWN upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

b. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
c. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
d. CONTRACTOR consents to the TOWN's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction,

whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by TOWN.

e. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the TOWN.

f. **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, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

TOWN HALL
6231 ESTERO BLVD
FORT MYERS BEACH, FLORIDA 33931
(239) 765-0202
FMBPUBLICRECORDS@FMBGOV.COM

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the TOWN harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.0701(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to section

287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with TOWN for goods or services of any amount may be terminated at the option of TOWN if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of TOWN if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

5. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth is section 286.101 (3) (a), F.S., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

6. Public Entities Crime or Convicted Vendor List. CONTRACTOR agrees and assumes a continuous duty to disclose to the TOWN if the CONTRACTOR or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

7. Data Management; Notice of Breach. CONTRACTOR shall cooperate with the TOWN and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the TOWN must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

8. Environmental and Social Government and Corporate Activism. The TOWN has not given preference or requested documentation from the CONTRACTOR based on CONTRACTOR's social, political or ideological interest. CONTRACTOR agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

9. No Coercion for Labor or Services. CONTRACTOR swears under penalty of perjury that CONTRACTOR does not use coercion for labor or services as defined as follows:

"Coercion" means:

i. Using or threatening to use physical force against any person;

ii. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;

iii. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

iv. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

v. Causing or threatening to cause financial harm to any person;

vi. Enticing or luring any person by fraud or deceit; or

vii. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

10. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the TOWN of Indiantown for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the TOWN of Indiantown for review or approval.

11. **Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes.** Pursuant to Sec. 252.505, Fla. Stat., if Contractor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., CONTRACTOR declares that CONTRACTOR has read the foregoing Paragraph 9 above and that the facts stated in it are true.

CONTRACTOR: MAULDIN & JENKINS, LLC

by _____
Wade Sansbury, as its Partner in Charge and authorized agent

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of_____, 2026 by _____ as Partner in Charge of Mauldin & Jenkins, LLC. a Florida Limited Liability Company on behalf of _____, and he/she is personally known to me or has produced _____ as identification.

_____
Signature of Notary Public - State of Florida

_____
Printed/Typed/Stamped Name of Notary
My commission expires:

MAULDIN & JENKINS
CPAs & ADVISORS

February 4, 2026

Honorable Mayor and Town Council
Town of Fort Myers Beach, Florida
2523 Estero Boulevard
Fort Myers Beach, Florida 33931

Attention: Will McKannay, Town Manger and Joe Onzick, Finance Director

We are pleased to confirm our understanding of the services we are to provide for the Town of Fort Myers Beach, Florida (the "Town").

We will examine the Town's compliance with Section 218.415, Florida Statutes, regarding the investment of public funds as of and for the year ending September 30, 2025. The objectives of our examination are to: (1) obtain reasonable assurance about whether the Town complied with the specified requirements above; and (2) to express an opinion as to whether the Town complied with the specified requirements is fairly stated, in all material respects.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Honorable Mayor and Members of the Town Council. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the Town and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the Town complied with Section 218.415, Florida Statutes, regarding the investment of public funds is free from material misstatement. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies that may exist.

However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for compliance with Section 218.415, Florida Statutes, regarding the investment of public funds; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the Town is in compliance with the above noted criteria. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

We expect to begin our examination in April or May 2026. Our fees for these services are included in the Town's annual audit engagement letter. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

Wade P. Sansbury, CPA

RESPONSE:
This letter correctly sets forth the understanding of the Town of Fort Myers Beach, Florida.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

MAULDIN & JENKINS
CPAs & ADVISORS

February 4, 2026

Honorable Mayor and Town Council
Town of Fort Myers Beach, Florida
2523 Estero Boulevard
Fort Myers Beach, Florida 33931

Attention: Will McKannay, Town Manger and Joe Onzick, Finance Director

We are pleased to confirm our understanding of the services we are to provide the Town of Fort Myers Beach, Florida (the "Town") for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the Town of Fort Myers Beach, Florida as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund, the Gas Tax Fund, the Building Fund, and the Beach Access Fund. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the Total OPEB Liability and Related Ratios.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards and state financial assistance (if necessary).
2. Combining and individual fund statements.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or on each major state project in accordance with the Florida State Single Audit Act and the *Department of Financial Services* State Projects Compliance Supplement, as applicable.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct

and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the Town's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Town in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with: (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

As an attest client, Mauldin & Jenkins, LLC cannot retain or store documents, data, or records on behalf of the Town. This is in accordance with the ET section 1.295.143 of the *AICPA Code of Professional Conduct*. The Town is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the Town's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete our engagement, resulting in an increase in fees over our original estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit fieldwork in April or May 2026 and to issue our reports no later than June 30, 2026. Wade P. Sansbury, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be $51,800 for the year ended September 30, 2025. If a Single Audit is necessary (either federal or state) an additional $5,500 will be applied per major program. Additionally, if requested we will charge $2,000 for completion of the Town AFR. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. A service charge of 1.5% per month (18% annually) will be added onto any balances not paid within 30 days. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the members of the Town of Fort Myers Beach Council. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the Town of Fort Myers Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC

Wade P. Sansbury, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Fort Myers Beach, Florida.

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-246**

1. **Request:**

Meeting Date: February 17, 2026

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING A FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDAL BASIN GOVERNMENT CONSULTING LLC, TO EXTEND THE TERM OF THE SERVICE PROVIDER AGREEMENT FOR DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES TO FEBRUARY 23, 2027 BY THE EXERCISE OF THE FIRST OF THREE ONE-YEAR RENEWAL OPTIONS; INCORPORATING THE TOWN'S UPDATED STANDARD CONTRACT ADDENDUM PROVISIONS INTO THE AGREEMENT; INCREASING THE TOTAL NOT TO EXCEED BY $700,000; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT AND THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The action is necessary to continue disaster recovery financial services without interruption. Since it is likely the expense will be greater than $75,000, such a contract extension requires approval by Town Council.

What the action accomplishes:

Extends the contract with Tidal Basin for one additional year (through February 23, 2026) for continue providing disaster recovery related financial services without interruption.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	William McKannay, Town Manager, Frankie Kropacek, Community Development Director, Jeff Hauge, Community Services Director, Joe Onzick, Finance Director

5. **Background:**

The Town initially executed a service provider agreement with Tidal Basin Government Consulting, LLC under RFP-23-07-AD to provide disaster recovery financial services, that was approved on February 6, 2023, for services through February 23, 2026. Given that the initial term of the agreement is approaching its expiration date, and that in management's opinion, Tidal Basis has provided excellent disaster recovery financial services to the Town during the entire 3-year period of the initial term of the contract, it is deemed in the best interest of the town to extend the agreement with Tidal Basin through February 23, 2027 by exercising the first of three one-year renewal options.

The agreement requires the Contractor to provide qualified personnel to perform services related to recovery from disasters. These individuals shall have a working knowledge of all FEMA Public Assistance Program regulations and Policies and other recovery grants. The contractor shall perform all identified tasks within the scope of work with personnel that meet the assigned position skill set.

The primary scope of work to be provided includes the following:

1. Disaster Recovery Financial Services
During the terms of this contract, the Contractor shall provide all personnel, equipment, and

resources necessary to assist the Town in identifying and properly documenting (i) all emergency management and disaster recovery services provided, and all related costs incurred by the Town as a result of any declared and non-declared events, and (ii) all donations and volunteer services received by the Town, in response to emergency management and recovery efforts (Services). The Services performed by the Contractor may, at the direction of the Town, include, but not be limited to the following:
a) Provide personnel to augment recovery capabilities for declared and non-declared events as needed by the Town;
b) If necessary, provide emergency planning, disaster recovery, mitigation planning and program management services required/ requested by the Town;
c) Provide pre-trained specialists under the FEMA Public Assistance Program as needed (including experience with alternative procedures);
d) Prepare with State, FEMA and applicants the scope of work and cost estimates for recovery project worksheets using Category A through G as necessary, and prepare necessary documentation to support the same;
f) Write requests for time extensions to FEMA;
g) Participate in Joint Preliminary Damage Assessments with Federal, State, and local partners;
h) Track and monitor Contractor's own time and activities by project, or as otherwise allowed by Federal guidance for direct administrative, indirect and project management costs;
i) Track progression of all project worksheet versions through closeout;
j) Provide accurate, complete and timely invoices;
k) Provide services in a professional manner at all times;
1) Provide performance/ progress reports to the Town as requested;
m) Provide and gather supporting documentation for grant eligible projects and completing documentation required to receive reimbursement. Such responsibility includes, but is not limited to, processing Requests for Reimbursement, preparing Summaries of Documentation, preparing quarterly reports, performing small project validation, assisting with hazard mitigation application development, and assisting with closeout activities, audits, appeals, and requests for final inspection;
n) The Contractor shall have experience in transitioning cost recovery services from another entity with minimal disruption of services. During a potential transition period the contractor shall meet all Public Assistance deadlines as well as comply with any audit and closeout requirements. These requirements extend to past, current or potential future incidents that may occur prior to the contract award.

2. The Contractor must comply with all FEMA procurement and contracting requirements, including compliance with the Additional Federal Terms and Conditions (Attachment A), FEMA's Super Circular (79. Fed. Reg. 75871) and with 2 CFR, Part 200.317 through Part 200.326.

3) In addition, as needed, the Contractor should be capable to meet all of the Town's needs including but not limited to, the following:
a) Provide disaster recovery, mitigation, planning and program management services required/requested by the Town;
b) Prepare Project Worksheets and Detailed Damage Inspection Reports as required or needed;
c) Make project eligibility determinations, research and maintain documentation to support eligibility;
d) Coordinate with State and Federal Agencies;
e) Work with local government staff to prepare timely Hazard Mitigation Grant Program (HMGP) grant applications;
f Conduct public meetings to assist homeowners with the program requirements;
g) Prepare project Scope of Work and budget;
h) Comply with all grant program mandates and documentation requirements;
i) Conduct financial tracking of program funds and payments;

j) Develop and submit quarterly progress reports to the Town and the State;
k) Assist and facilitate local government staff with the Public Assistance (PA), HMGP, Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), Community Development Block Grant (CDBG) and CDBG-DR, and Economic Development Administration (EDA), Fire Management Assistance Grant program (FMAG), and Pre-Disaster Mitigation (PDM) processes;
l) Provide in-progress reviews as required to keep the Town informed on project progress;
m) Prepare Project Worksheet and grant closeout packages;
n) Review all procurement to ensure eligibility;
o) Track all disaster related expenses and maintain support documentation to justify each expenditure;
p) Assist with integrating mitigation actions into the recovery process, specifically with the use of Section 406 hazard mitigation funds;
q) Obtain data base access to all FEMA and State of Florida Disaster Recovery, specifically FEMA Grants Portal and Florida PA.
r) Provide grant management advice to the Town related to FEMA, Federal, or State agency pass-through grants. The Contractor will review the Town's current record keeping strategy for documentation. The Contractor may be required to provide the Town with pre-disaster assistance in an effort to assess what requirements are needed within the Town to prepare for gathering the needed expenditure data, assign required disaster liaison, and/or any other pre-disaster preparation that may be required. Proposer will assist the affected departments to develop a standard guideline as part of their emergency plans on how reimbursement expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.

Attachments:
1. Final 26-018, First Amendment to Tidal Basin Extension 1
2. FInal First Amendment to Disaster Recovery Consultants Tidal Basin
3. TB Signed Contract- EXECUTED

Financial Impact:
The cost of services provided by Tidal Basin for disaster recovery financial services will depend upon the amount of work required and whether any additional disasters are declared. It is expected that any cost of services provided by Tidal Basin for disaster recovery financial services will be reimbursed by the grantor. This amendment also includes an additional $700,000.00 to the not to exceed contract total.

6. **Alternative Action**
The town council may reject this renewal and require that a request for proposal be issued for these disaster recovery financial services. However, this would cause an interruption of service that would create further delays in processing FEMA reimbursable project submissions and and reimbursement requests, and place a greater burden on the Finance Department.

7. **Management Recommendations:**
Management recommends that Tidal Basin's agreement to provide disaster recovery financial services be extended for one-year by exercising the optional one-year renewal.

8. **Recommended Approval:**
Jason Freeman, Deputy Town Clerk / Legislative Liaison — Created/Initiated - 2/3/2026
Joe Onzick, Finance Director — Approved - 2/5/2026

nancy stuparich, Town Attorney	Approved - 2/9/2026
Amy Baker, Town Clerk	Approved - 2/11/2026
William McKannay, Town Manager	Final Approval - 2/11/2026

RESOLUTION NO. 26-018

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, APPROVING A FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND TIDAL BASIN GOVERNMENT CONSULTING LLC, TO EXTEND THE TERM OF THE SERVICE PROVIDER AGREEMENT FOR DISASTER RECOVERY AND MITIGATION CONSULTING SERVICES TO FEBRUARY 23, 2027 BY THE EXERCISE OF THE FIRST OF THREE ONE-YEAR RENEWAL OPTIONS; INCORPORATING THE TOWN'S UPDATED STANDARD CONTRACT ADDENDUM PROVISIONS INTO THE AGREEMENT; INCREASING THE TOTAL NOT TO EXCEED BY $700,000; AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT AND THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Article X of the Town Charter of the Town of Fort Myers Beach ("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 executed a service provider agreement under RFP-23-07-AD with Tidal Basin Government Consulting, LLC ("Contractor"), whereby Contractor will provide the Town with services to assist with ongoing disaster recovery and mitigation consulting services; and

WHEREAS, the Town Council approved the Agreement on February 6, 2023, for services until February 23, 2026; and

WHEREAS, the Town desires to amend the Agreement for a first one-year renewal, which will extend the term of the Agreement to February 23, 2026; and

WHEREAS, the Town's standard contract addendum provisions have been updated since the execution of the Agreement; and

WHEREAS, to continue the services throughout the next year the total not to exceed amount is requested to increase by $700,000; and

WHEREAS, approval of a First Amendment to the Agreement is in the best interest of the residents of Fort Myers Beach as it will provide for the uninterrupted delivery of service.

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

Section 1. That 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. That the First Amendment to the Agreement between the Town and Contractor for the provision of disaster recovery and mitigation consulting services as attached and incorporated herein as Exhibit "A" is approved.

Section 3. That the Mayor is authorized to execute the First Amendment, and the Town Manager is authorized to expend budgeted funds on behalf of the Town as needed.

Section 4. That if any section, sentence, clause or phrase herein is held to be invalid by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. That this Resolution shall become effective immediately upon its adoption.

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

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
VACANT, Council Member	N/A

ADOPTED this 17th day of February, 2026 by the Town Council of the Town of Fort Myers Beach, Florida.

FORT MYERS BEACH TOWN COUNCIL

_____
Dan Allers, Mayor

ATTEST:

_____
Amy Baker, Town Clerk

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

_____
Vose Law Firm, LLP, Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ___ day of _____ 2026.

EXHIBIT A

FIRST AMENDMENT TO THE SERVICE PROVIDER AGREEMENT WITH TIDAL BASIN GOVERNMENT CONSULTING, LLC.

THIS FIRST AMENDMENT is made and entered into this 17th day of February 2026, by and between the TOWN OF FORT MYERS BEACH, a Florida municipality, hereinafter referred to as the "Town", and TIDAL BASIN GOVERNMENT CONSULTING, LLC., hereinafter referred to as "Contractor", to that certain existing Service Provider Agreement, dated February 6, 2023 ("Agreement") for Disaster Recovery Consultant Services as approved by the Town Council of the Town of Fort Myers Beach on February 6, 2023.

WITNESSETH:

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

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

WHEREAS, the TOWN and CONTRACTOR entered into an AGREEMENT dated February 6, 2023, and attached hereto as Exhibit "A"; and

WHEREAS, the AGREEMENT established an initial term of 3-years with the option to renew such agreement for up to three additional one-year periods; and

WHEREAS, the TOWN has since created and updated a Standard Contract Addendum to incorporate statutorily required provisions into agreements entered into by the Town; and

WHEREAS, the TOWN desires to execute the first of three one-year renewals with the CONTRACTOR with the addition of the Town's Standard Contract Addendum provisions to the AGREEMENT and to increase the contract total not to exceed amount by $700,000.00.

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

1. Amendment. This First Amendment amends and supplements the existing Agreement between the parties. In the event of a conflict between the terms and conditions contained in the Agreement and this First Amendment, the terms of this Amendment shall prevail. Attachment A to this First Amendment provides for the Town's Standard Contract Addendum provisions which will hereby be incorporated into this First Amendment.

2. Term. The Agreement is amended to extend the agreement date for an additional one-year period which will expire on February 23, 2027.

3. Payment Obligation. The Agreement not to exceed contract total is increased from $5,000,000.00 by an additional $700,000.00 for a total of $5,700,000.00.

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

Contractor:

_____

Print Name: _____

Company: Tidal Basin Government Consulting LLC.

ATTEST:

_____
Amy Baker, Town Clerk

Town of Fort Myers Beach

_____
Dan Allers, Mayor

APPROVED AS TO FORM & SUFFICIENCY

_____
Vose Law Firm, Town Attorney

ATTACHMENT A

TOWN OF FORT MYERS BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

WITNESSETH:

WHEREAS, Section 119.0701, Florida Statue, requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Florida Statue, sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Florida Statue, imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Florida Statues, provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute; and

WHEREAS, pursuant to Section 252.505, Florida Statutes, each local government contract for goods or services related to emergency response for a natural emergency entered into, renewed, or amended

on or after July 1, 2025, must include a provision that requires a vendor or service provider that breaches such contract during an emergency recovery period to pay a $5,000 penalty and damages.

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

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the Town within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

(e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

TOWN HALL
6231 ESTERO BLVD
FORT MYERS BEACH, FL. 33931
(239)765-0202
FMBPUBLICRECORDS@FMBGOV.COM

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the Town harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida

Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Lee County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by Town specified in the Agreement shall not be construed as a waiver of Town's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by Town in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. Town's performance and obligation to pay under this Agreement is contingent upon an appropriation during the Town's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the Town Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the Town subject to the Town paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the Town as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (I) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with Town for goods or services of any amount may be terminated at the option of Town if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of Town if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern." Contractor shall comply with the disclosure requirements set forth is Section 286.101(3)(a), Florida Statutes, which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to section 268.101(7), Florida Statutes: "In addition to any fine assessed under [section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Lee County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fees and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the Town if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the Town and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity

level assessment, after-action reports, etc., which the Town must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The Town has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The Town shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the Town is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The Town reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Breach of Agreement for Goods or Services Related to Emergency Response for Natural Disaster Pursuant to Section 252.505, Florida Statutes. Pursuant to Sec. 252.505, Fla. Stat., if Contractor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor's initial declaration of a natural emergency) Contractor shall pay a $5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages in addition to any other consequential damages or liquidated damages that may otherwise be due under the terms of the agreement.

18. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

A. None.

Under penalties of perjury, and pursuant to Sec. 92.525, Florida Statue, Contractor declares that Contractor has read the foregoing Paragraph 15 in this Attachment entitled "No Coercion for Labor or Services" and that the facts stated in it are true.

_____

Contractor

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is entered into on this **6 t h** day of **February 2023**, 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 **Tidal Basin Government Consulting, LLC.** with an address of **400 International Parkway, Suite 300, 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 **3 years** commencing on **February 23, 2023** and terminating on **February 23, 2026.** The initial term of agreement will commence upon execution of the Contract and will continue for a 3-year period. The Town will have the option to renew such agreement through written by Provider for up to three additional one-year periods upon satisfactory performance by Provider.

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.

   Provider shall be compensated in accordance with the contract with a not to exceed amount of five million ($5,000,000) dollars. Provider shall provide a written notice when ninety (90) percent of the task order price has been committed or incurred. As part of the notice, Provider shall provide a revised estimate of completing the work if it anticipates exceeding the " not to exceed price". The Provider shall not exceed the rate of $250,000.00 per month without the prior written approval of the Town Manager.

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 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. The following provisions are required by §119.0701, Fla. Stat., and may not be amended. Contractor shall keep and maintain public records required by the Town to perform the services required under this Contract. Upon request from Town's custodian of public records, Contractor shall provide Town with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract's term and following completion of the Contract if Contractor does not transfer the public records to Town. Upon completion of the Contract, Contractor may transfer, at no cost, to Town all public records in possession of Contractor or keep and maintain public records required by Town to perform the services required under the Contract. If Contractor transfers all public records to Town upon completion of the Contract, Contractor shall destroy any

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

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

12. References to Town. All references to "the Town" or "the Town of Fort Myers Beach" are deemed to include its employees, agents, and authorized representatives.

13. Modification. Except as set forth in Paragraph 1 above, modifications to this Agreement will be valid only when made in writing and signed by both parties. In the event of a conflict between the requirements, provisions, or terms of this Agreement and any subsequent written modification hereto, the most recently executed document will take precedence.

14. E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor, and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

    a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

    b. Town, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

    c. Town, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

    d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the Town for a violation of

this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the Town as a result of termination of any contract for a violation of this section.

e. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

15. Prohibition Against Contracting with Scrutinized Companies. By execution of this Contract, in accordance with the requirements of §§287.135 and 215.473, Fla. Stat., Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of Contract. The Town shall provide notice, in writing, to Contractor of the Town's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to §287.135, Fla. Stat., as amended from time to time.

16. Miscellaneous Provisions.

    a) *Applicable Law.* This Agreement is governed by the laws of the State of Florida.

    b) *Non-Discrimination.* The Provider covenants that in the furnishing of services hereunder, no person on the grounds of race, color, national origin, handicap, or sex will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

    c) *Headings.* The headings of the Articles, Sections, Exhibits, and Attachments in this Agreement are for the purpose of convenience only and may not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

    d) *Entire Agreement.* This Agreement, including any Exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements or understandings, written or oral, relating to the matters set forth herein.

    e) *Notices.* All notices required under this Agreement must be in writing and sent via U.S. Postal Service, first class mail, to the other party's address as listed at the

beginning of this Agreement. Either party may change its address by prior written notice to the other party.

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

TOWN OF FORT MYERS BEACH

BY: _____
Keith Wilkins, INTERIM TOWN MANAGER

ATTEST:

BY: _____
Amy Baker, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Town Attorney

PROVIDER: Tidal Basin Government Consulting, LLC.

BY: _____
Signature

William J. Slater
Printed name of person signing

_____
Witness Signature

Patti Reiter
Printed name of witness

Vice President
Title (printed)

EXHIBIT "A"

TO THE SERVICE PROVIDER CONTRACT DATED THIS ___ DAY OF **February 2023,** BETWEEN THE TOWN AND **Tidal Basin Government Consulting, LLC.** PROVIDER.

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

See Attachment "A"

EXHIBIT "B"

TO THE SERVICE PROVIDER CONTRACT DATED THIS **6th** DAY OF **February 2023,** BETWEEN THE TOWN AND **Tidal Basin Government Consulting, LLC.** PROVIDER.

PAYMENT OBLIGATION

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

   See Attachment "B"

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

   See Attachment "B"

EXHIBIT "C"

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

a) Workers Compensation Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws;

b) Employer's Liability with a minimum limit per accident in accordance with statutory requirements;

c) Commercial General Liability Insurance with minimum limits of $500,000 per occurrence and $500,000 aggregate for Bodily Injury Liability and a minimum limit of $500,000 for Property Damage Liability, or a minimum combined single limit of $1,000,000.

d) Business Automobile Liability Insurance with minimum limits of $500,000 per person and $500,000 per accident for Bodily Injury Liability and a minimum limit of $500,000 for Property Damage Liability, or a minimum combined single limit of $500,000, with coverage including owned vehicles, hired and non-owned vehicles, and employee non-ownership.

EXHIBIT "D"

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

FEDERAL EMERGENCY MANAGEMENT AGENCY
PUBLIC ASSISTANCE

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In cases of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract.

Pursuant uniform requirements of federal awards (2 CFR Part 200.23) the definition of CONTRACTOR is an entity that receives a Contract / Purchase Order.

Compliance with Federal Law, Regulations and Executive Orders: The Sub-Recipient (Town) agrees to include in the subcontract that (i) the subcontractor is bound by the terms of the Federally-Funded Subaward and Grant Agreement, (ii) the subcontractor is bound by all applicable state and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

Specifically, the Contractor shall be responsible for being knowledgeable and performing any and all services under this contract in accordance with the following governing regulations along with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: ''Produced in the United States'' means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ''Manufactured products'' means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Prohibition on Covered Telecommunications Equipment or Services
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Contractors must sign and submit a certification to the Town with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Town or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1
"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSITANCE PROGRAM

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: Project Monitoring (floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(I7)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant**. The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.
ii. TheTown shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. **Discriminatory Vendors**. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. **Notification**. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

ATTACHMENT A

Section4
Description of Services and Deliverables

The Contractor shall provide qualified personnel to perform services related to recovery from disasters. These individuals shall have a working knowledge of all FEMA Public Assistance Program regulations and Policies and other recovery grants. The contractor shall perform all identified tasks within the scope of work with personnel that meet the assigned position skill set

The Contractor shall not provide any Services until receiving a written notice to proceed from the Town. The Provision of Services will be based on task orders, signed by the Parties, which describes the Services to be provided and specify, with respect to the persons providing those Services, the number of personnel, position descriptions with qualifications, hourly rates, total hours to be expended and the not to exceed amount.

The primary scope of work to be provided to the Town is listed below. However, the Town reserves the right to request any of the services described in Section 4 on an as needed basis. Costs for such requested services will be negotiated according to unit prices contained in Form 1-Price Sheet.

The types of services that may be included, but are not limited to:

1. Disaster Recovery Financial Services

During the terms of this contract, the Contractor shall provide all personnel, equipment, and resources necessary to assist the Town in identifying and properly documenting (i) all emergency management and disaster recovery services provided, and all related costs incurred by the Town as a result of any declared and non-declared events, and (ii) all donations and volunteer services received by the Town, in response to emergency management and recovery efforts (Services). The Services performed by the Contractor may, at the direction of the Town, include, but not be limited to the following:

a) Provide personnel to augment recovery capabilities for declared and nondeclared events as needed by the Town;
b) If necessary, provide emergency planning, disaster recovery, mitigation planning and program management services required/ requested by the Town;
c) Provide pre-trained specialists under the FEMA Public Assistance Program as needed (including experience with alternative procedures);
d) Prepare with State, FEMA and applicants the scope of work and cost estimates for recovery project worksheets using Category A through Gas necessary, and prepare necessary documentation to support the same;;
f) Write requests for time extensions to FEMA;
g) Participate in Joint Preliminary Damage Assessments with Federal, State, and local partners;
h) Track and monitor Contractor's own time and activities by project, or as otherwise allowed by Federal guidance for direct administrative, indirect and project management costs;
i) Track progression of all project worksheet versions through closeout;
j) Provide accurate, complete and timely invoices;
k) Provide services in a professional manner at all times;
1) Provide performance/ progress reports to the Town as requested;
m) Provide and gather supporting documentation for grant eligible projects and completing documentation required to receive reimbursement.Such responsibility includes, but is not limited to, processing Requests for Reimbursement, preparing Summaries of Documentation, preparing quarterly reports, performing small project validation, assisting with hazard mitigation application development, and assisting with closeout activities, audits, appeals, and requests for final inspection;

n) The Contractor shall have experience in transitioning cost recovery services from another entity with minimal disruption of services. During a potential transition period the contractor shall meet all Public Assistance deadlines as well as comply with any audit and closeout requirements. These requirements extend to past, current or potential future incidents that may occur prior to the contract award.

2. The Contractor must comply with all FEMA procurement and contracting requirements, including compliance with the Additional Federal Terms and Conditions (Attachment A), FEMA's Super Circular (79. Fed. Reg. 75871) and with 2 CFR, Part 200.317 through Part 200.326.

3) In addition, as needed, the Contractor should be capable to meet all of the Town's needs including but not limited to, the following:

a) Provide disaster recovery, mitigation, planning and program management services required/requested by the Town;
b) Prepare Project Worksheets and Detailed Damage Inspection Reports as required or needed;
c) Make project eligibility determinations, research and maintain documentation to support eligibility;
d) Coordinate with State and Federal Agencies;
e) Work with local government staff to prepare timely Hazard Mitigation Grant Program (HMGP) grant applications;
f Conduct public meetings to assist homeowners with the program requirements;
g) Prepare project Scope of Work and budget;
h) Comply with all grant program mandates and documentation requirements;
i) Conduct financial tracking of program funds and payments;
j) Develop and submit quarterly progress reports to the Town and the State;
k) Assist and facilitate local government staff with the Public Assistance (PA), HMGP, Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), Community Development Block Grant (CDBG) and CDBG-DR, and Economic Development Administration (EDA), Fire Management Assistance Grant program (FMAG), and Pre-Disaster Mitigation (PDM) processes;
l) Provide in-progress reviews as required to keep the Town informed on project progress;
m) Prepare Project Worksheet and grant closeout packages;
n) Review all procurement to ensure eligibility;
o) Track all disaster related expenses and maintain support documentation to justify each expenditure;
p) Assist with integrating mitigation actions into the recovery process, specifically with the use of Section 406 hazard mitigation funds;
q) Obtain data base access to all FEMA and State of Florida Disaster Recovery, specifically FEMA Grants Portal and Florida PA.
r) Provide grant management advice to the Town related to FEMA, Federal, or State agency pass-through grants. The Contractor will review the Town's current record keeping strategy for documentation. The Contractor may be required to provide the Town with pre-disaster assistance in an effort to assess what requirements are needed within the Town to prepare for gathering the needed expenditure data, assign required disaster liaison, and/or any other pre-disaster preparation that may be required. Proposer will assist the affected departments to develop a standard guideline as part of their emergency plans on how reimbursement expenditures are recorded, what type of documentation should be maintained, and provide any other associated services that may be directly related to support recovery costs and reimbursement from appropriate agencies.

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ATTACHMENT B

Form 1 - Price Sheet

NAME Of CONSULTANT **Tidal Basin Government Consulting, LLC**

Proposal Number **RFP-23-07-AD**

SCHEDULE OF PROPOSED PRICES/RATES

Position	Hourly Rate*
Subject Matter Expert (SME)	$185.00
Project Manager	$195.00
Assistant Project Manager	$165.00
Senior Grant Specialist	$155.00
Grant Specialist	$125.00
Damage/Safety Inspector	$189.75
EOC Support	$165.00
Sr. Engineer	$247.25
Engineer	$155.25
Jr. Engineer	$132.25
EHP Specialist	$185.00
Cost Estimator	$185.00
GIS Specialist	$155.00
Admin. Assistant	$75.00
Anticipated Total NTE	$5,000,000.00

*Travel expenses such as lodging and per diem, should not be part of the hourly rates above, and will follow guidelines established by the US General services Administration (GSA) applicable rates for the area.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-289**

1. **Request:**

Meeting Date: February 17, 2026

Off Duty Fishing Series is requesting to hold the 4th Annual Red Grouper Bash.

Why the action is necessary:

Per Ordinances Sec 22-2

What the action accomplishes:

Allows the special event to take place including some or all requests.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

Thomas Yozzo, Emergency Services Director, Tracie Raski, Magistrate Coordinator

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5. **Background:**

Off Duty Fishing is hosting their 4th Annual Red Grouper Bash at Moss Marina on February 27, 2026 from 4:00 pm to February 28, 2026, 9:00 pm.

Attachments:

1. 2026 grouper bash app

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Tracie Raski, Magistrate Coordinator	Created/Initiated - 2/3/2026
Thomas Yozzo, Emergency Services Director	Approved - 2/9/2026
nancy stuparich, Town Attorney	Approved - 2/9/2026
Amy Baker, Town Clerk	Approved - 2/10/2026
William McKannay, Town Manager	Final Approval - 2/11/2026

Town of Fort Myers Beach

Special Event Application Checklist

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

- A **completed** application is to be turned in 45 days **prior** to the event or a $5.00 per day cost will be added to the permit cost. You need to submit application to FMB Fire and LSCO.

- All necessary department approvals – an application is not considered completed until all approvals have been turned in to Town Hall.

- If Town Council action is required the **completed** application must be turned in 60 days prior to the event in order to get put on the Council agenda to be brought forth to Council, also any application turned in after the 60 days a 10% additional charge to the permit will be added.

- Detailed description of entire event including set up and breakdown

- Letters of permission if using someone else's property for event.

- Site plan – marked off with placement of objects (chairs, tables, tents, etc.)

- Parking Plan – if applicable

- Liability Insurance ($1 million each occurrence and $2 million general aggregate) naming the Town of Fort Myers Beach as certificate holder

- A copy of the 500 foot notification letter for any amplification along with the mailing list

You must initial & sign you have read and understand all requirements above.

A.D

Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

Name of event 4th Annual Red Grouper Bash
Attach separate sheet of paper with detailed description of event

Date(s) and times of event Feb. 27th (4:00 pm) - Feb 28th (9:00 pm)

Address of event 450 Harbor Ct FMB, FL, 33931

Expected # of participants/attendees 250

Sponsoring Organization OFF Duty Fishing Series

Organization address 425 SW 44th Terrace, Cape Coral, FL, 33914

Contact Person/Phone# Alex Diallo / 239-281-7801

E-mail odlFishingseries@outlook.com

Amplified Music Y ☑ N ☐ 500 Ft Notifications ✓ Copy of Letter ✓

Renting Town Property Y ☐ N ☑ Renting Parking Spaces Y ☐ N ☑

How many Spaces?_____ How many hours_____

Extension of Premises? Y ☐ N ☑ ABT Form_____ How many days?____ (Over 3 days needs to go to Council)

Letters of Permission to use Property_____

Letters of Permission to use Parking_____ Parking Plan_____

Site Plan ✓ Insurance ✓ (Naming Town of FMB as Certificate Holder)

Requesting Water Y ☐ N ☑ Electric Y ☐ N ☑

Requires Council Approval:

Waiver of open container Y ☐ N ☐ Waiver of Town parking fees Y ☐ N ☐

Waiver of Noise Ordinance Y ☐ N ☐ Recurring Event Y ☐ N ☐

Applicant Signature

Printed Name Gary Ford

This permit is subject to the applicant meeting all requirements contained in Fort Myers Beach Code of Ordinance Book Part 2 Chapter 22 and in compliance with all items in the special event application.

Please forward the completed application and site plan along with the individual approval request to each identified agency below. Once complete return all to our office.

Florida DEP: DEP now provides an online application process for minor event approval

Self Certification for CCCL Permit Guidance Document: http://www.dep.state.fl.us/beaches/

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer **Tel (239)770-7502 Fax(850)412-0590**
Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

_____

_____

Check list: Application _____ **Site Plan** _____ **Description** _____

Florida DEP approval: _____ **Date:** _____

Turtle Time Inc.: Eve Haverfield **Tel (239)481-5566 eve@turtletime.org**

Turtle Season is May 1 through October 31

Turtle Time remarks: _____

_____

_____

Turtle Time approval: _____ **Date:** _____

Applicant to Complete:

Company managing trash removal: OFF Duty Fishing/Mess Mowing

No. of dumpsters: _____ **Type of dumpsters:** _____

Who is responsible for clean-up and payment: _____

_____

City right-of-way Parking Use: _____ **Number of spaces:** _____

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

_____

_____

Approval: _____ **Date:** _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

_____

Approval: _____ **Date:** _____

Fort Myers Beach Fire Control District

Life Safety Branch

100 Voorhis Street · Fort Myers Beach, Florida 33931
Phone (239) 590-4210 • Email: prevention@FMBFirefl.gov

Special Events Application and Guidebook

Event Type:

✓	Small Outdoor/Indoor Event		Large Outdoor/Indoor Event		Firework Display

Date of Application: 1/9/26	Date of Event: 2/27/26 - 2/28/26
Location: 450 Harbor Ct, Fort Myers Beach, FL, 33931	
Event Start Date/Time: 2/27/26 (4:00pm)	Event End Date/Time: 2/28/26 (9:00pm)
Setup Date: 2/26/26	Setup Time: 10:00 am / Inspection Time:
Event Sponsor: Off Duty Fishing Series	
Sponsor Contact: Alex DiIallo	Sponsor Phone #: 239-284-7801 / Sponsor Email: offdutyfishingseries@outlook.com
Anticipated Number of Attendees: 250	Anticipated Number of Event Workers: 10
Will there be carnival or mechanical rides: No	Number of Stages: 2
Total Number of Vendors: 1	Total Number of Hot Food Vendors: 1
Number of Tents larger than 20 x 20: 7	Number of 10 x 10 Tents: 3

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

<u>Please Note:</u> If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors, with full contact information, must be provided to the Fort Myers Beach Fire District. This information shall include contact name, number, and e-mail. All inspection fees will be due at time of service, and must be paid prior to release of any approvals.

Event applications <u>submitted less than thirty (30) days prior to the event will be subject to additional fees.</u> An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

1. A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
2. A life safety evaluation may be required based on the size of the event in accordance with the fire code.
3. All vendors should review FMBFD guidelines, on our website at www.FMBFirefl.gov
4. Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

Alex DiIallo
Submitting Party Name (Print)

Submitting Party Name (Sign)

Date: 1/9/26

FORT MYERS BEACH FIRE DEPT
100 Voorhis Street · Fort Myers Beach, Florida 33931 **Tel (239) 590-4210**

Fire Guards: (how many?) _____

Fee: _____

Flammable Vegetation: _____

First Aid Equipment: _____

Fire Extinguishing Equipment: _____

Special Arrangements: _____

_____

_____ _____ _____
Print Name **Approval Signature** **Date**

prevention@fmbfire.org – **For Fire Department Handbook and additional application.**

LEE COUNTY SHERIFF'S DEPT **Tel (239)477-1830 Fax (239)432-0268**
15650 Pine Ridge Road, Fort Myers, FL 33908

Parking: _____

Deputies (how many?) _____

Traffic Control: _____

_____

Fees: _____

Special Arrangements: _____

_____

_____

_____ _____ _____
Print Name **Approval Signature** **Date**

OUTDOOR FESTIVAL and SPECIAL EVENT GUIDEBOOK

The purpose of this guidebook is to establish responsibilities for event promoters, sponsors, and vendors.

Event Sponsor: The Event Sponsor assumes overall responsibility for overseeing the setup and activities of the event, and ensures compliance with all applicable fire and life safety codes.

The Event Sponsor shall:

1. Ensure completion and approval of all required permits from the Fort Myers Beach Fire District, Town of Fort Myers Beach and/or Lee County.
2. Provide a site plan to the FMBFD with the following information:
    a. Name of all streets and areas that are included in the event.
    b. Location(s) of fire lanes (minimum 20 feet) width.
    c. Location of all stages, non-food booth vendors, food vendors, and all displays. Provide details for cooking operations and displays that use heat-producing appliances.
    d. Identify all emergency exits.
    e. Identify any fire hydrants that are in the vicinity of the event.
    f. A list of all food vendors with the type of food and cooking method is required.
    g. Event Sponsor is responsible for distributing a copy of the Fire District's requirements to the hot food vendors.
    h. Event radios (if used) shall be provided with a list of assigned channels.
    i. **PARADE FLOATS:** Refer to float inspection/checklist provided on page 6 of this document.

Event Vendors: Event Vendors are responsible for the safe operation of their booth, display and/or attraction. All vendors shall coordinate with the Event Sponsor on the event setup, take down times, and ensure their setup complies with the following:

1. Fire lanes, fire department connections, and building access is clear and unobstructed.
2. Be prepared, at any time, for a fire inspection and correct any cited deficiencies prior to event start time.
3. Shall ensure all fire and life safety code requirements are maintained for the duration of the event.

Fire Department Special Event Staff: FMBFD staff will conduct an inspection on the special event prior to the scheduled start day and time. If required, correction notices shall be issued and a follow-up inspection will be required prior to opening. Fire inspections will include, but is not limited to, the following:

1. Hot food vendors – cooking operations, setup, extinguishing systems, fire extinguishers.
2. Fire Department Access – minimum 20 foot width; vertical clearance of 13.5 foot.
3. Access to fire hydrants, fire department connections, fire alarm panels, and command centers.
4. Event egress – accessible exits, required signage.
5. Rides and displays – inspect for safety and proper state certification tags.
6. Generators and propane tanks – location of fuel, stable base provided.
7. Stages – location of stage setup, extension cords used, fire extinguisher provided.
8. Non-Food vendors – setup, required fire extinguisher provided operations.
9. Beer and wine gardens – setup, exits marked, required fire extinguisher provided.
10. Pyrotechnic displays and open flame effects. **REQUIRES SEPARATE PERMIT** – Refer to permit application/checklist provided on page 8 of this document.

Pyrotechnic Displays and Open Flame Effects: Pyrotechnic displays require a separate permit from the FMBFD. Refer to permit application and checklist provided on page 7 of this document. The FMBFD shall review all open flame and theatrical flame effects. Open flame effects shall include, but are not limited to the following:

1. Fire dancing
2. Stage props and effects
3. Fire eating
4. Magic acts

Access for Fire Apparatus: During large events, it is important to maintain access points for apparatus. This includes not only fire trucks for suppression, but also other emergency vehicles including medical units. To ensure a safe event, all fire access requirements shall be enforced at all times.

Access through the event shall include the following:

1. A designated fire lane, no less than 20 feet wide with a vertical clearance of no less than 13.5 feet.
2. Access roads that exceed 150 feet with no exit, shall be provided with a means to turn around. A FMBFD representative shall approve all turning radiuses.
3. Any designated fire accesses shall be clearly identified with signage indicating "Fire Access – No Parking".

Access to Structures: Access to structures and walkways shall be provided as required by FMBFD. Identified access points shall be reviewed at the time of permit submittal and may vary depending on the building and the venue. Access to the following shall be required:

1. All exterior doors and openings
2. Fire control rooms
3. Fire pump rooms
4. Parking structures
5. Exterior utility distribution vaults

Access to Water Supplies: Event Sponsors, Vendors, and all other event staff shall be required to maintain a 15-foot clearance around all fire hydrants and other water supply connections. If a setup is found to be blocking access to water supplies the set-up shall be immediately relocated. Access to the following shall be maintained at all times:

1. Fire Hydrants
2. Fire Department Connections
3. Post indicator valves – fire backflows – OS&Y valves

Event Egress: This section shall apply to two (2) types of events:

1. Fenced events – commonly located in parks or other large open areas.
2. Blocked streets – commonly done at events where main streets and cross streets are closed.

Fenced Events: These events typically take place in a park or other large open area where the designated area for the event is closed off by temporary fencing.

1. The number of exits shall be in addition to what is defined as the main entrance of the event. Three (3) exits shall be provided when the site accommodates 1,000 to 3,000 attendees and four (4) exits shall be provided when the site accommodates more than 3,000 attendees.
2. Exits shall be spaced equally along the perimeter of the fence. The maximum travel distance between exits shall not exceed 400 feet of travel. Additional exits shall be added, if needed.
3. The width of exits on temporary fencing shall be no less than 48 inches or approximately one (1) panel width.
    A. A member of security shall staff every exit. The security provider shall be able to provide a gate assignment roster upon request.
4. Emergency exits shall be marked by one (1) of the following:
    A. Exit signs shall have a white background with contrasting red letters.
    B. Exit signs shall measure, at a minimum, 18 inches x 24 inches.
    C. Sign letters shall measure 12 inches in height.
    D. Signs shall be placed at the top center of exit panels.

Blocked Streets: Some events will require that main or cross streets be blocked from vehicular traffic. These types of closures shall account for fire and emergency vehicles and public egress.

1. Exits shall be located at each end of any street closure. Cross streets shall also have emergency exit access.
2. A fire lane, no less than 20 feet wide and no less than 13.5 feet high, shall be maintained as designed by FMBFD.

TENTS, CANOPIES and TEMPORARY MEMBRANE STRUCTURES

Tents and canopies used for occupancy and/or cooking operations are subject to a fire inspection.

Sources of Ignition: Smoking is prohibited in or around tents, canopies, and temporary membrane structures. "No Smoking" signs shall be clearly posted. Fireworks, open flames, and any other device that is capable of igniting combustible materials shall not be used in any area in or around tents, canopies, and temporary membrane structures as well as around any combustible material. **Propane heaters are not permitted inside any enclosed area.**

Applications for any tent, canopy, or temporary membrane structure shall include the following:

1. A site plan with the proposed location of the tent including measurements showing distances to surrounding buildings, and/or property lines. A minimum 20-foot separation and fire access is required.
2. Proposed floor plan of the tent, showing the location and number of exits, fire extinguishers, stages, seating arrangements, tables and, any other items.
3. Certificates of flame retardant shall be submitted with the application and should be the manufacturers' documentation attesting to the certification.
4. Any cooking and/or open flames.
5. Heaters and ventilation.
6. Items specific to the event should be included for review.

FMBFD MAY REQUEST APPLICANTS TO SUBMIT A LIFE SAFETY EVALUATION ALONG WITH A SPECIAL EVENT APPLICATION. Life Safety Evaluation:

1. Name of event, participants, and projected number of attendees.
2. Access and egress movement, including crowd density problems.
3. Medical emergency mitigation plan.
4. Fire hazards.
5. Permanent and temporary structural systems.
6. Severe weather mitigation plan.
7. Civil or other disturbances mitigation plan.
8. Mitigation plan for a hazardous material incident within or near the facility.
9. Relationships among facility management, event participants, emergency response agencies, and others that have a role in the events taking place in the facility.
10.

Please ensure that all items are addressed, any missing and/or incomplete evaluations will result in a delay and/or denial of the submitted application.

TENT INSPECTION CHECKLIST

☐	Fire extinguishers shall be provided by each vendor with a current state inspection tag from a licensed contractor. (Minimum size permitted is 2A:10BC). Operations conducting deep-frying shall have a K Class fire extinguisher with a current state inspection tag.
☐	Propane tanks shall be installed not less than 5 feet from tents, properly secured, and identified.
☐	"No Smoking" signs shall be clearly posted.
☐	Tents larger than 10x10 shall have the manufacturer's flame retardant tag affixed and visible.
☐	Cooking under tents will be permitted **ONLY** when a manufacturer's flame retardant tag is affixed to the tent, the tent is not enclosed (on any side), and only persons preparing food are permitted under the tent. Any size tent that fails to have the affixed flame retardant tag may not be used to cook under.
☐	Heavy duty grounded type only extension cords may be used. Wiring shall not be frayed, damaged, or spliced.
☐	Temporary lights or lamps may be used, but must be UL Listed. Wiring shall not be frayed, damaged, or spliced.
☐	Exit signs and/or emergency lights (if required) must be clearly visible.
☐	Occupant load sign (if required) must be clearly visible.
☐	Tents shall not obstruct any fire department access.

Please be advised that FMBFD inspects tents for the safety of all parties involved. These are minimum safety requirements and all parties must be in compliance.

HOT FOOD VENDOR REQUIREMENTS

The use of food booths or food trucks is regulated by FMBFD. These requirements shall apply to single vendors, freestanding booths, and food trucks. Cooking within tents containing seating is subject to additional requirements. All food vendors are subject to inspection prior to the start of the event. ***Failure to comply with the following regulations may result in closure until compliance is met.***

Flame Retardant Requirements: All sidewalls, drops, and tops of tents and canopies, shall be of flame resistant material or treated with a flame retardant application as recommended by the manufacturer.

Portable Fire Extinguishers: Each food booth shall have, at a minimum, one (1) – 2A:10BC fire extinguisher with a current state inspection tag from a licensed contractor. If there will be any deep fat frying or cooking that produces grease-laden vapors, a Class K fire extinguisher with a current state inspection tag from a licensed contractor, shall be provided in addition to the ABC type.

Vendor Location: Food booths shall have a clearance of at least 20 feet on two (2) sides. The booth shall not be located within 10 feet of any rides or devices. Cooking that produces sparks and/or grease-laden vapors shall not be conducted within 10 feet of a structure or combustible overhang.

Cooking Appliances: Any cooking appliance used shall be listed for its intended use.

1. Deep fat fryers are not permitted to be used under tents and shall be located at least 18 inches from the outside wall of the tent. If a fryer is to be used in conjunction with a Barbeque (BBQ), it shall be at least three (3) feet away from the BBQ. Use of fryers also requires a Class K fire extinguisher as outlined above.
2. BBQ's are not permitted to be used in food booths. In addition, any fuels are to be kept at least 10 feet away from any heat source. BBQ's that are in use shall be located at least 10 feet from a structure, combustible materials, and overhangs. BBQ's and other open flame devices located outside of a structure, shall be secured from falling and kept away from contact by the public.

Smoking: Smoking is prohibited at all times within food booths, or within 25 feet of any fuel source.

Generators: Generators shall be located a minimum of 20 feet from tents or canopies and isolated from the public by a means approved by the FMBFD.

1. Flammable liquid filled equipment shall not be used within temporary membrane structures, tents, or canopies.
2. Flammable and combustible liquids shall be stored outside and in approved/marked containers. Containers shall be located no less than 50 feet from temporary membrane structures, tents, or canopies.
3. Refueling shall be performed in an approved location not less than 20 feet from temporary membrane structures, tents, or canopies. **Refueling of hot generators is not permitted.**
4. A 2A:10BC fire extinguisher with a current state inspection tag is required for any operation with a generator.

Fuel: Fuel tanks (LPG) shall be stored outside of the structure. The tanks shall be secured (to prevent tipping) and located away from any public contact. The size of the tank is restricted to 25 pounds, unless prior approval is received from the FMBFD. Propane tanks, fittings, and hoses will be checked to ensure there are no leaks.

FLOAT INSPECTION CHECKLIST

It is recommended that owners and/or operators be advised of their compliance with these regulations.

☐	Exhaust pipes on vehicles shall not come in contact with anything flammable on floats.
☐	Exhaust pipes shall be kept clear allowing for proper ventilation of fumes and preventing a carbon monoxide hazard.
☐	All dried vegetation, or similar items being used shall be fire resistant or treated with fire retardant materials. Documentation shall be forwarded to FMBFD for review.
☐	No smoking is permitted on or around any floats.
☐	No re-fueling of generator while generator is running or hot.
☐	All generators shall be secured and provided with a shut-off switch that is easily visible and accessible.
☐	Gasoline containers shall be UL listed type safety cans.
☐	All pull behind trailers and floats shall be equipped with a 2A:10BC fire extinguisher with a current state inspection tag from a licensed contractor. The fire extinguisher shall be mounted so that it is visible and easily accessible.
☐	All seating shall be properly secured to float.
☐	Trailer hitches shall be secured in the locked position by a tie strap or bolt.
☐	Trailers must have safety chains attached to tow vehicle.
☐	All extension cords shall be listed and approved for outdoor use.

Please remember that this list is subject to change and additional fire and life safety requirements may be required.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-290**

1. **Request:**

Meeting Date: February 17, 2026

The Fort Myers Beach Woman's Club is requesting to hold a St. Patrick's Day Parade, contingent on approval from FMB Fire and LCSO including a requests for Estero Blvd to be shut down from 7:30 am until 11:30 am during the parade, and to waive the noise and open container ordinances.

Why the action is necessary:

Applicant is asking for waiver of open container and noise ordinances, as well as closure of Estero Boulevard.

What the action accomplishes:

Allows the special event to take place including some or all requests.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Other	Thomas Yozzo, Emergency Services Director, Tracie Raski, Magistrate Coordinator

---

5. **Background:**

FMB Woman's Club is requesting a special event permit for the St. Patrick's Day Parade, contingent on approval from FMB Fire Control District and the Lee County Sheriff's Office. They are asking the Town Council to waive noise and open container ordinance. This will be held on Saturday, March 14, 2025. The event set up starts at 6:00 am on March 13, 2026 and will end on March 14, 2026, by 5:00 pm.

Also requesting that from 7205 Estero Blvd to Dakota be shut down from 8:30 am until 11:45 am during the parade. The applicant is asking for a waiver of open container and noise ordinances, as well as the closure of Estero Boulevard.

Attachments:

1. FMB Woman's Club St. Patrick's Day Parade

Financial Impact:

6. **Alternative Action**

Do not approve the event

7. **Management Recommendations:**

8. **Recommended Approval:**

Tracie Raski, Magistrate Coordinator	Created/Initiated - 2/4/2026
Thomas Yozzo, Emergency Services Director	Approved - 2/9/2026
nancy stuparich, Town Attorney	Approved - 2/9/2026
Amy Baker, Town Clerk	Approved - 2/10/2026
William McKannay, Town Manager	Final Approval - 2/11/2026

Town of Fort Myers Beach
Special Event Application Checklist

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

BM A **completed** application is to be turned in 45 days **prior** to the event or a $5.00 per day cost will be added to the permit cost. You need to submit application to FMB Fire and LSCO.

BM All necessary department approvals – an application is not considered completed until all approvals have been turned in to Town Hall.

BM If Town Council action is required the **completed** application must be turned in 60 days prior to the event in order to get put on the Council agenda to be brought forth to Council, also any application turned in after the 60 days a 10% additional charge to the permit will be added.

BM Detailed description of entire event including set up and breakdown

BM Letters of permission if using someone else's property for event.

BM Site plan – marked off with placement of objects (chairs, tables, tents, etc.)

BM Parking Plan – if applicable

BM Liability Insurance ($1 million each occurrence and $2 million general aggregate) naming the Town of Fort Myers Beach as certificate holder

BM A copy of the 500 foot notification letter for any amplification along with the mailing list

You must initial & sign you have read and understand all requirements above.

Barbara Mgeske

Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

Name of event ST. PATRICK'S DAY PARADE
Attach separate sheet of paper with detailed description of event

Date(s) and times of event Saturday, March 14TH 2026

Address of event Santini PLAZA - ESTERO BLVD. - 175 Sterling AVE

Expected # of participants/attendees 1,000 - 1,500

Sponsoring Organization FMB WOMAN'S CLUB

Organization address P.O. BOX 2786 FORT MYERS BEACH, FL 33932

Contact Person/Phone# Barbara Mezeske (239-269-3282)

E-mail barbmezeske@gmail.com

Amplified Music Y [X] N [ ] 500 Ft Notifications X Copy of Letter X

Renting Town Property Y [ ] N [X] Renting Parking Spaces Y [ ] N [X]

How many Spaces? N/A How many hours N/A

Extension of Premises? Y [ ] N [ ] ABT Form _____ How many days? ____ (Over 3 days needs to go to Council)

Letters of Permission to use Property ✓

Letters of Permission to use Parking N/A Parking Plan N/A

Site Plan _____ Insurance _____ (Naming Town of FMB as Certificate Holder)

Requesting Water Y [ ] N [X] Electric Y [ ] N [X]

Requires Council Approval:
Waiver of open container Y [X] N [ ] Waiver of Town parking fees Y [ ] N [ ]

Waiver of Noise Ordinance Y [X] N [ ] Recurring Event Y [ ] N [ ]

Applicant Signature Barbara Mezeske

Printed Name BARBARA MEZESKE

This permit is subject to the applicant meeting all requirements contained in Fort Myers Beach Code of Ordinance Book Part 2 Chapter 22 and in compliance with all items in the special event application.

Applicant to Complete:

Company managing trash removal: WASTE MANAGEMENT

No. of dumpsters: 1 **Type of dumpsters:** _____

Who is responsible for clean-up and payment: _____

_____

City right-of-way Parking Use: N/A **Number of spaces:** N/A

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

_____

_____

Approval: _____ **Date:** _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

_____

Approval: _____ **Date:** _____

Please forward the completed application and site plan along with the individual approval request to each identified agency below. Once complete return all to our office.

Florida DEP: DEP now provides an online application process for minor event approval

Self Certification for CCCL Permit Guidance Document: http://www.dep.state.fl.us/beaches/

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer **Tel (239)770-7502 Fax(850)412-0590**
Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

_____

_____

Check list: Application _____ **Site Plan** _____ **Description** _____

Florida DEP approval: _____ **Date:** _____

Turtle Time Inc.: Eve Haverfield **Tel (239)481-5566 eve@turtletime.org**

Turtle Season is May 1 through October 31

Turtle Time remarks: _____

_____

Turtle Time approval: _____ **Date:** _____

Fort Myers Beach Fire Control District

Life Safety Branch

100 Voorhis Street · Fort Myers Beach, Florida 33931
Phone (239) 590-4210 • Email: prevention@FMBFirefl.gov

Special Events Application and Guidebook

Event Type: ST. PATRICKS DAY PARADE AND AFTER PARTY

	Small Outdoor/Indoor Event	X	Large Outdoor/Indoor Event		Firework Display

Date of Application: 9-26-2025	Date of Event: 3-14-2026
Location: Santini Plaza - up Estero Blvd (North) to 175 Sterling Avenue	
Event Start Date/Time: 7:30 A.M. 3-14-2026	Event End Date/Time: 5:00pm 3-14-2026
Setup Date: 3-13-26 / Setup Time: 6:00 A.M. / Inspection Time:	
Event Sponsor: King Family Foundation & Ft. Myers Beach Woman's Club	
Sponsor Contact: Barb Mezeske / Sponsor Phone #: 239-269-3282 / Sponsor Email: barbmezeske@gmail.com	
Anticipated Number of Attendees: 1000-1500	Anticipated Number of Event Workers: 50
Will there be carnival or mechanical rides: No	Number of Stages: 1
Total Number of Vendors:	Total Number of Hot Food Vendors: 5
Number of Tents larger than 20 x 20: 3	Number of 10 x 10 Tents: 5

Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

Please Note: If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors, with full contact information, must be provided to the Fort Myers Beach Fire District. This information shall include contact name, number, and e-mail. All inspection fees will be due at time of service, and must be paid prior to release of any approvals.

Event applications submitted less than thirty (30) days prior to the event will be subject to additional fees. An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

1. A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
2. A life safety evaluation may be required based on the size of the event in accordance with the fire code.
3. All vendors should review FMBFD guidelines, on our website at www.FMBFirefl.gov
4. Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

Barbara Mezeske
Submitting Party Name (Print)

Barbara Mezeske
Submitting Party Name (Sign)

Date: 9-26-2025

FORT MYERS BEACH FIRE DEPT
100 Voorhis Street · Fort Myers Beach, Florida 33931 **Tel (239) 590-4210**

Fire Guards: (how many?) _____

Fee: _____

Flammable Vegetation: _____

First Aid Equipment: _____

Fire Extinguishing Equipment: _____

Special Arrangements: _____

_____

_____ _____ _____
Print Name **Approval Signature** **Date**

prevention@fmbfire.org – **For Fire Department Handbook and additional application.**

LEE COUNTY SHERIFF'S DEPT **Tel (239)477-1830 Fax (239)432-0268**
15650 Pine Ridge Road, Fort Myers, FL 33908

Parking: _____

Deputies (how many?) _____

Traffic Control: SHUT DOWN ESTERO BLVD from Santini Plaza to Dakota - 8:30 A.M. — 11:45 A.M.

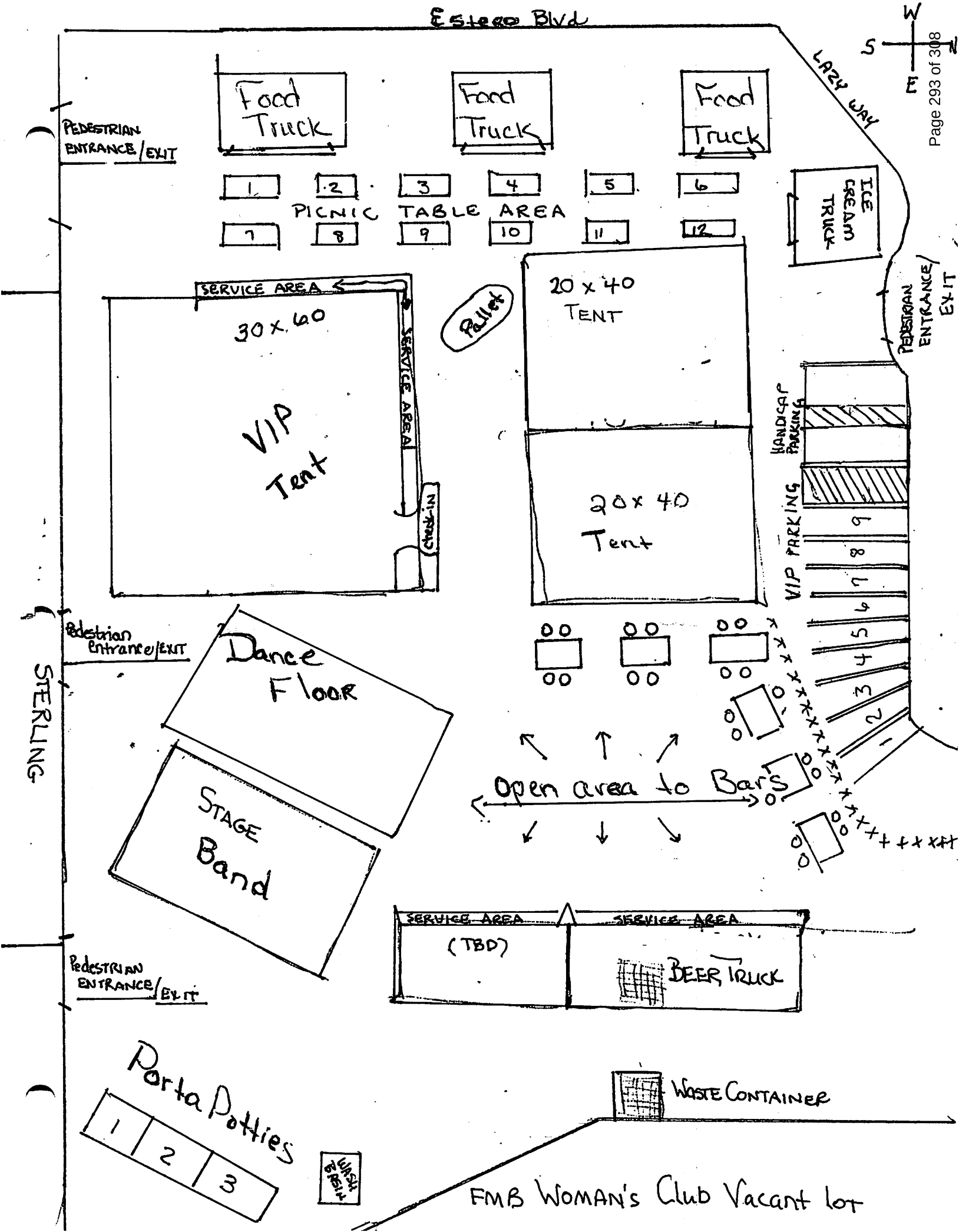
Fees: _____

Special Arrangements: _____

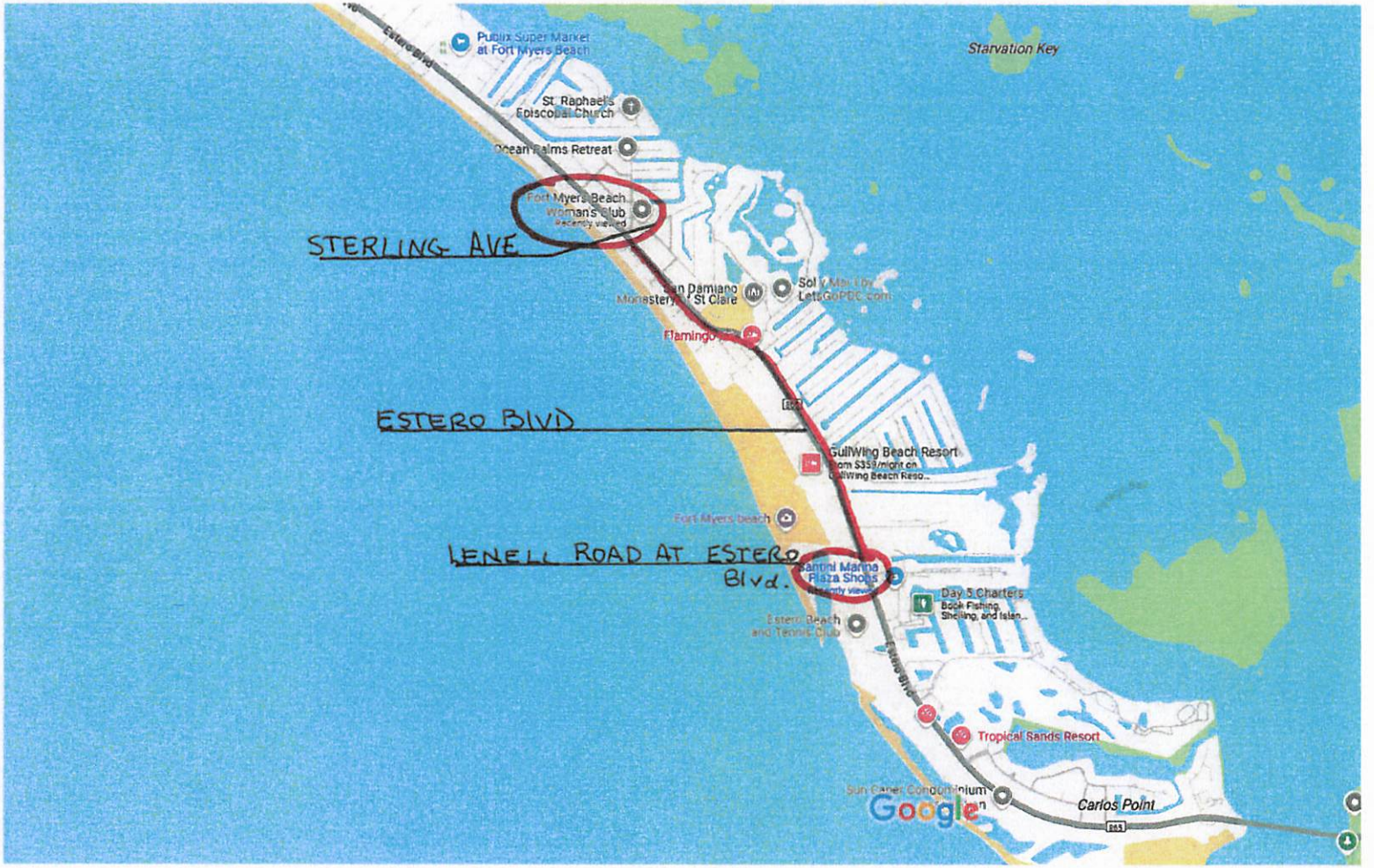
_____

_____

_____ _____ _____
Print Name **Approval Signature** **Date**


Estero Blvd
W
S
N
E
LAZY WAY
Food Truck
Food Truck
Food Truck
PEDESTRIAN ENTRANCE/EXIT
1
2
3
4
5
6
PICNIC TABLE AREA
7
8
9
10
11
12
ICE CREAM TRUCK
SERVICE AREA
30 x 60
VIP Tent
SERVICE AREA
check-in
Pallet
20 x 40 TENT
20 x 40 Tent
PEDESTRIAN ENTRANCE/EXIT
HANDICAP PARKING
VIP PARKING
9
8
7
6
5
4
3
2
1
Pedestrian Entrance/EXIT
Dance Floor
STAGE Band
STERLING
Open area to Bars
SERVICE AREA
(TBD)
SERVICE AREA
BEER TRUCK
Pedestrian ENTRANCE/EXIT
Porta Potties
1
2
3
HANDICAP PORTA POTTY
WASTE CONTAINER
FMB WOMAN's Club Vacant lot

Google Maps



Map data ©2025 I

ST. PATRICK'S DAY Parade ROUTE

3/14/26

SECTION 5 – DESCRIPTION OF PREMISES TO BE LICENSED
AB&T AUTHORIZED SIGNATURE REQUIRED

Business Name (D/B/A) or Name of Event
Fort Myers Beach Woman's Club - St. Patrick's Day Post Parade Event

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises where the event will be held. A multi-story building where the entire building is to be licensed must show the details of each floor.

Woman's Club Vacant Lot - Sterling Ave

FORT MYERS Beach

SHAKED PROPERTIES LLC

7205 Estero Blvd Box 718, Fort Myers Beach, FL 33931. 239-777-7251
Email: santinimarinaplaza@gmail.com

Yariv Shaked

Santini Marina Plaza

7205 Estero Blvd

Fort Myers Beach, FL 33931

November 4, 2025

Permitting

City Fort Myers Beach

Please consider this my consent letter for Fort Myers Beach Women's Club to use our Parking Lot

On Saturday March 14, 2026 for the St Patrick's Day Parade. The Floats will be arriving at 8am and the Parade will start at 10 am.

Thank you,

Sharon Magowan
Property Manager

Best Regards,

Yariv Shaked

October 23, 2025

Cynthia Danks
5669 Estero Blvd
Fort Myers Beach, FL 33931

Permitting

City: Fort Myers Beach

Please consider this my consent letter for Fort Myers Beach Women's Club to use my property on Friday, March 13, 2026 from 7:00am – 8:00pm for set up, and Saturday, March 14, 2026 from 7:00am – 8:00pm. This will include time for set-up, event time, and tear-down.

My property will be used for an "After Party" celebration for the 2026 St. Patrick's Day Parade. This parade will take place on Saturday, March 14, 2026. The After Party will take place from 11:00am – 5:00pm.

Thank you.

Cynthia Danks/Mid Island Property, LLC
Property Owner

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laurie M Diaz	
Diaz Insurance Agency, INC 100 Island Cottage Way #200F St. Augustine FL 32080	PHONE (A/C, No, Ext): (239) 765-6571	FAX (A/C, No): (239) 765-5214
	E-MAIL ADDRESS: diazinsurance@comcast.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : MOUNT VERNON SPECIALTY INS CO	14420
INSURED Fort Myers Beach Women's Club 1 175 Sterling Ave Ft Myers Beach FL 33931	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			NBP2558206A	11/04/2025	11/04/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Property			NBP2558206A	11/04/2025	11/04/2026	Business Income	$50,000
							Business PP	$5000
							EXCLUDE WIND/HAI	$1000 DEDUCT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Shaked Properties
Suncoast Beverage Sales LTD
Mid Island Property, LLC
Town of Fort Myers Beach

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FORT MYERS BEACH
Woman's Club

December 1, 2025

500 Foot Notification of Event – March 14, 2026

To Neighboring Property of 175 Sterling Avenue, Fort Myers Beach, FL 33931

Please let this letter serve as notice that we are hosting a post St. Patrick's Day Parade Event on Saturday, March 14, 2026 from the hours of 10:00am – 5:00pm on the vacant lot stated above. This event will have live music, tents, beverages, food trucks and parking for the floats and parade participants after completing the annual St. Patrick's Day Parade. Parking will be free for those attending.

If you have questions or concerns, please contact the Town Manager at 6231 Estero Blvd., Fort Myers Beach, FL 33931 by January 1, 2026.

Sincerely,

Barbara Mezeske and Deb Nelson, Co-Chairwomen

Fort Myers Beach Woman's Club

SPD Parade and After Event

barbmezeske@gmail.com

Debnelson913@gmail.com

5525 Palmetto Llc
3502 Se 19th Ave
Cape Coral, FL 33904-4481

Geoffrey C Doyle
20505 Abrams Ct
Brookeville, MD 20833-2519

Jeffery R Rodriguez
9437 Newbury Ln
Whitehouse, OH 43571-9667

Stephen J Mccarthy
5361 Palmetto St
Fort Myers Beach, FL 33931-4143

Pe Rentals Llc
2819 Bayshore Dr
La Crosse, WI 54603-1055

Sandie I & Ian Murray
5365 Palmetto St
Fort Myers Beach, FL 33931-4143

Steven P & Melissa H Tucker
8 Hayes Pl
Portsmouth, NH 03801-5866

Lisa B Fernandes Hicks
11205 Nw 18th Ct
Plantation, FL 33323-2216

Vlado Palijan
5391 Palmetto St
Fort Myers Beach, FL 33931-4143

Roya M Ardekani
200 Yoakum Pkwy Apt 906
Alexandria, VA 22304-3758

E M Shopping Center Inc
1916 S Bayshore Dr
Miami, FL 33133-3217

Paul Doering
318 4th St Ne
Massillon, OH 44646-5619

Eissler Walter G Living Trust
9956 St Moritz Dr
Miromar Lakes, FL 33913-8908

Betsy Lee & Bill Burdette
4931 Shady River Ln
Fort Myers, FL 33905-7454

Tobeckn Llc
566 State St
Racine, WI 53402-5132

Alan B & Herta Tucker
28 Taft Rd
Portsmouth, NH 03801-5758

Larry O & Holly L Walker
18075 Shadbrook St
Northville, MI 48168-1820

Fernando Diaz & Daylin Rodriguez
2985 Sw 145th Ave
Miami, FL 33175-7454

Gulf Coast Shores Investment C
Po Box 07151
Fort Myers, FL 33919-0151

Linda A Virts
39094 Old Wheatland Rd
Waterford, VA 20197-1024

Jason P Matthews
7218 Ceramic Rd
Roseville, OH 43777-9675

Katta Dan Iv Llc
6526 S Kanner Hwy Ste 308
Stuart, FL 34997-6396

Sandy Toes Llc
Po Box 87
Montrose, NY 10548-0087

Wsp Holdings Of Sw Inc
2825 Via Piazza Loop
Fort Myers, FL 33905-5563

George Kormos
21665 Indian Bayou Dr
Fort Myers Beach, FL 33931-4213

Mclaughlin Siblings Llc
4700 Eden Park Dr
Zanesville, OH 43701-7077

Collin James Group Llc
19260 San Carlos Blvd Ste 110
Fort Myers Beach, FL 33931-2245

Robert & Michele M Dingman
5571 Palmetto St
Fort Myers Beach, FL 33931-4137

Mdr Beach Properties Llc
5917 Us Route 36
Greenville, OH 45331-9292

Laylow Realty Partners Llc & Three Little Birds Realty Llc
26377 Cobblestone Trl
Columbia Station, OH 44028-9820

Christine J Farris
2325 Oak Park Dr
Richmond, IN 47374-1674

David A & Patricia W Feste
5700 Lauder St
Fort Myers Beach, FL 33931-4226

Amanda A Kossak
802 S Ridge Ln
Appleton, WI 54914-4107

Hercilio Correa
Po Box 651
North Reading, MA 01864-0651

Wendy L Mccarthy
5740 Lauder St
Fort Myers Beach, FL 33931-4226

J B & Cheryl Erickson
5760 Lauder St
Fort Myers Beach, FL 33931-4226

Lazy Island Llc
241 Mentor Dr
Naples, FL 34110-1354

Marc A & Heather S Piccone
1612 Stonington Cir
North Wales, PA 19454-3675

John & Geraldine B Anderson
5790 Lauder St
Fort Myers Beach, FL 33931-4226

Kirk J & Janice S Marquard
5814 Lauder St (No Mail)
Fort Myers Beach, FL 33931-4228

Douglas Hendrickson
5822 Lauder St
Fort Myers Beach, FL 33931-4228

Lynn M Drzewiecki
218 74th St
South Haven, MI 49090-9506

Judith Kenary
36 Wyndhurst Dr
Holden, MA 01520-2715

Liana Pomeroy
7011 Fairways Dr
Longmont, CO 80503-8872

Richard A Skubis
5850 Lauder St
Fort Myers Beach, FL 33931-4228

Scott & Cira Richman
15275 Sw 32nd Ter
Miami, FL 33185-4792

Frank Heron
28110 Dovewood Ct Apt 303
Bonita Springs, FL 34135-2888

Martin S Hiriart
8531 Sw 82nd Ter
Miami, FL 33143-6664

Edward L Hill
5851 Lauder St (No Mail)
Fort Myers Beach, FL 33931-4227

Adam J Trenda
412 Bridgewater Ave
Chippewa Falls, WI 54729-1151

Kim E Wise
1414 Herr Ln
Louisville, KY 40222-4130

Debra A Salyers
5801 Lauder St
Fort Myers Beach, FL 33931-4227

Robert D & Marilyn M Davies
5775 Lauder St
Fort Myers Beach, FL 33931-4225

Wilfredo Rodriguez
8880 Nw 2nd St
Coral Springs, FL 33071-7406

Charles H Turner
5741 Lauder St
Fort Myers Beach, FL 33931-4225

Fay Lolos
5731 Lauder St
Fort Myers Beach, FL 33931-4225

Patrick Vanasse
5711 Lauder St
Fort Myers Beach, FL 33931-4225

Tamara L Geer
358 Riverside Dr
Rossford, OH 43460-1051

Kent Loepker
Po Box 35
Bartelso, IL 62218-0035

Vincent E Titus
300 Seminole Way
Fort Myers Beach, FL 33931-4232

Oakshore Homes Llc
306 Seminole Way
Fort Myers Beach, FL 33931-4232

Ida M Melbye
618 S Crescent Ave
Park Ridge, IL 60068-4116

Robert R Pijanowski
Po Box 3006
Fort Myers Beach, FL 33932-3006

Joseph C & Jeanne M Fuchs
12720 W Lisbon Rd
Brookfield, WI 53005-1827

Westfield Dev Ltd
Po Box 93
Gibsonburg, OH 43431-0093

Marisa M Meeks
360 Seminole Way
Fort Myers Beach, FL 33931-4232

Diane Kubicek
395 Seminole Way
Fort Myers Beach, FL 33931-4231

Piyush Bhatnagar
1675 Flowers Crossing Dr Ne
Grand Rapids, MI 49525-9521

Mahendra Persaud
361 Seminole Way
Fort Myers Beach, FL 33931-4231

Peter J Tepler
383 Seminole Way
Fort Myers Beach, FL 33931-4231

Lyndale Associates Family Limi
660 E Liberty St
Wauconda, IL 60084

Eric C Reuter
379 Seminole Way
Fort Myers Beach, FL 33931-4231

Keith C Mathews
12903 Rocky Pointe Rd
Mccordsville, IN 46055-9582

J S J Realty Llc
625 S Linwood Beach Rd
Linwood, MI 48634

Thelma L Murav
43244 Eagle Lake Dr
Paw Paw, MI 49079-9714

Stephen & Karmen Little
7429 Glenvista Pl
Fishers, IN 46038-1190

Jeffrey M Baroli
68324 Copperwood Dr
Washington, MI 48095-2904

Jai & Rebecca Guidry
321 Seminole Way
Fort Myers Beach, FL 33931-4231

Steven A & Cynthia S Johnson
311 Seminole Way
Fort Myers Beach, FL 33931-4231

301 Seminole Llc
3000 High Ridge Rd Ste 7
Boynton Beach, FL 33426-8771

Thomas & Sheryl Fischer
291 Seminole Way
Fort Myers Beach, FL 33931-4229

Fort Myers Beach Womans Club I
Po Box 2786
Fort Myers Beach, FL 33932-2786

William Charles Drake
117 Falkirk St
Fort Myers Beach, FL 33931-4221

Em Shopping Center Inc
1916 S Bayshore Dr
Miami, FL 33133-3217

Shamus L Loftus
14429 Pine Hollow Dr
Estero, FL 33928-9155

Razia Ali
15042 115th St
South Ozone Park, NY 11420-3921

Carole Ann Newsam
290 Sterling Ave
Fort Myers Beach, FL 33931-4238

Matthew B & Trisia O Oakley
280 Sterling Ave
Fort Myers Beach, FL 33931-4238

Ramona Kaiser & Brendan Kaiser-Moore
260 Sterling Ave
Fort Myers Beach, FL 33931-4238

Robert G Tisone
244 Sterling Ave
Fort Myers Beach, FL 33931-4238

Ronald J & Gracie N Benak
210 Sterling Ave
Fort Myers Beach, FL 33931-4247

Dominic J Cece
220 Sterling Ave
Fort Myers Beach, FL 33931-4247

Kenneth E & Nina Marie King
271 Sterling Ave
Fort Myers Beach, FL 33931-4235

John T & Allison Viola
235 Sterling Ave
Fort Myers Beach, FL 33931-4235

Steven G & Carie Ann Harris
231 Sterling Ave
Fort Myers Beach, FL 33931-4235

Frederick J & Robin J Murphy
65 Murphy Way
Auburn, NY 13021-9601

Robert K & Sherry L Stewart
745 Indianapolis Rd
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Debra D Caine
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