Fort Myers Beach Town Council

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

Agenda **Monday, April 20, 2026** **9:00 AM**

ORDER OF BUSINESS

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF FINAL AGENDA

V. PUBLIC COMMENT

VI. LOCAL ACHIEVEMENTS AND RECOGNITIONS

A. Proclamation: Drinking Water Week
The Town of Fort Myers Beach recognized May 3-9, 2026 as Drinking Water Week

B. Friends of the Mound House Check Presentation

VII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

A. Charter Review Commission Recommendations

VIII. APPROVAL OF MINUTES

IX. CONSENT AGENDA

X. PUBLIC HEARINGS

XI. ADMINISTRATIVE AGENDA

A. Special Event - Annual JobuFest Concert
Approval of a Special Event including the waiver of enforcement of the Town's open container and noise ordinances during the Annual JobuFest Concert, to be held at The Whale on May 30, 2026 from 8:30 am to 6:00 pm on May 30, 2026, as requested by Dawn Miller of The Whale, and subject to further approval by the FMB Fire Control District and Lee County Sheriffs Office.

B. Charter Recommendations
Discussion on Charter Review Commission recommendations and direction to staff.

C. Termination of Easement

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA TERMINATING A TEMPORARY BEACH ACCESS AGREEMENT CONTAINING A TEMPORARY EASEMENT TO ALLOW FOR THE PLANTING OF VEGETATION ON DUNES LOCATED ON PROPERTY OWNED BY CASTLE BEACH CONDOMINIUM ASSOCIATION; AUTHORIZING THE MAYOR TO SIGN THE TERMINATION AGREEMENT; DIRECTING THE TOWN CLERK TO RECORD A COPY OF THE TERMINATION AGREEMENT IN THE OFFICIAL RECORDS OF LEE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

D. Resolution 26-074; Renewal of Submerged Lands Lease BOT 360344775 (Mound House)

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL FOR THE SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE (BOT 360344775) WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO PROVIDE FOR THE USE AND ENJOYMENT OF THE OBSERVATION/FISHING PIER LOCATED AT THE MOUND HOUSE; AND PROVIDING AN EFFECTIVE DATE.

E. Resolution 26-077; RFQ-22-25-AD Ongoing Miscellaneous Services, Kimley-Horn Associates, Inc.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND KIMLEY-HORN ASSOCIATES, INC. UNDER RFQ-22-25-AD "ONGOING MISCELLANEOUS SERVICES" FOR AN ADDITIONAL YEAR; AND PROVIDING AN EFFECTIVE DATE

F. Resolution 26-079, STA 4 RFQ-24-06-AD - CEC Construction Services Bird Monitoring - 2026 Beach Truck Haul

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUPPLEMENTAL TASK AGREEMENT #4 OF CONTRACT RFQ-24-06-AD BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION PHASE SERVICES AND SHOREBIRD MONITORING ASSOCIATED WITH THE TOWN OF FORT MYERS BEACH CENTRAL SEGMENT DUNE REPAIR AND SCOUR FILL BEACH SAND TRUCK HAUL PROJECT FOR A COST OF $61,711.00; AND PROVIDING AN EFFECTIVE DATE.

G. Resolution 26-075; Additional Funding for RFP-26-01-PW, Tidewater Landscaping Inc.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPROVE ADDITIONAL PURCHASE ORDERS OR SUPPLEMENTAL TASK AUTHORIZATIONS AS NEEDED FOR THE COMPLETION OF RESTORATION WORK TO PRIVATE PROPERTY FOLLOWING UTILITY CONSTRUCTION ACTIVITY PURSUANT TO THE TERMS AND CONDITIONS BETWEEN THE TOWN AND TIDEWATER LANDSCAPING INC. IN AN AMOUNT NOT TO EXCEED $215,000.00; PROVIDING FOR AN EFFECTIVE DATE.

H. Resolution 26-078, ITB-26-05-EN, Dune Repair and Scour Fill Truck Haul Project

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO AWARD ITB-26-05-EN TO EARTH TECH ENTERPRISES, INC. AS THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER, TO COMPLETE THE ESTERO ISLAND DUNE REPAIR AND SCOUR FILL TRUCK HAUL PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND THE EARTH TECH ENTERPRISES, INC. SUBJECT TO LEGAL REVIEW AND EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; PROVIDING FOR AN EFFECTIVE DATE.

XII. FINAL PUBLIC COMMENT

XIII. TOWN MANAGER'S ITEMS

XIV. TOWN ATTORNEY'S ITEMS

XV. COUNCILMEMBERS ITEMS AND REPORTS

XVI. 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: **2026-432**

1. **Request:**

Meeting Date: April 20, 2026

The Town of Fort Myers Beach recognized May 3-9, 2026 as Drinking Water Week

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
LOCAL ACHIEVEMENTS AND RECOGNITIONS	Other	Vanessa Kraft, Utilities Compliance Coordinator, Mark Ashton, Utilities Manager, Jeff Hauge, Community Services Director

5. **Background:**

Access to safe drinking ensures that residents can confidently use water for drinking, cooking, and hygiene. Reliable access to safe water also supports our local businesses, tourism, and emergency services, all of which depend on consistent and safe water supplies. Investing in and protecting drinking water systems is a fundamental responsibility that promotes the well-being, resilience, and sustainability of the community now and for future generations.

Attachments:

1. 2026 Drinking Water Week

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 4/3/2026
Mark Ashton, Utilities Manager	Approved - 4/3/2026
Jeff Hauge, Community Services Director	Approved - 4/3/2026
nancy stuparich, Town Attorney	Approved - 4/9/2026
Amy Baker, Town Clerk	Approved - 4/13/2026
William McKannay, Town Manager	Final Approval - 4/13/2026

Town of Fort Myers Beach
PROCLAMATION

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our residents enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing projects, operators ensuring the safety and quality of drinking water, maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers' taps; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the residents of our town are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW, therefore, be it proclaimed that the Town Council of the Town of Fort Myers Beach, Florida proclaims May 3-9, 2026, as

Drinking Water Week.

Given under my hand and the seal of the office of the Mayor this 20th day of April 2026.

_____
Dan Allers, Mayor

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-399**

1. **Request:**

Meeting Date: April 20, 2026

Recommendations from the Charter Review Commission members after their review of the current Town Charter.

Why the action is necessary:

Per Section 13.03 of the Town Charter, the charter will be reviewed at least every 10 years by a five-member charter review commission.

What the action accomplishes:

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

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5. **Background:**

The Charter Review Commission has reviewed the current Town Charter in its entirety as assigned by Town Council and have compiled a list of possible charter changes for the November 2026 election ballot, along with a list of recommended changes to be addressed with ordinance changes.

Attachments:

1. CRC Recommendation Letter

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Lizzette Roman, Town Clerk Administrative Coordinator	Created/Initiated - 4/7/2026
nancy stuparich, Town Attorney	Approved - 4/8/2026
Amy Baker, Town Clerk	Approved - 4/9/2026
William McKannay, Town Manager	Final Approval - 4/13/2026

April 7, 2026

Mayor Dan Allers
Vice-Mayor Scott Safford
Council Members John King, Rebecca Link & John McLean
6321 Estero Boulevard
Fort Myers Beach, Florida 33931

RE: Report and Recommendations of the Town of Fort Myers Beach Charter Review Commission

Dear Mayor & Town Council Members:

On behalf of the members of the Town of Fort Myers Beach Charter Review Commission ("CRC"), we thank you for this opportunity to have served the community by fulfilling the role of the Charter Review Commission in Section 13.03 of the Town of Fort Myers Beach Charter. The CRC held a total of 6 meetings at Town Hall we completed a thorough review of each Section of the existing Town Charter. We also considered and debated some suggested changes to the Town's Charter to evaluate whether such changes would provide greater accountability, transparency, efficiency and service for the Town's residents. A summary of our deliberations is attached as Exhibit A. As a result of our work, the CRC is recommending 5 charter changes to be presented to the electorate on the November 6, 2026 ballot and 7 changes to be adopted by one ordinance correcting scrivener errors in the existing Town Charter and an interpretation of one Section.

The following is proposed language regarding the 5 recommended charter changes:

1. ETHICS IN GOVERNMENT

Sec. 3.01. - All powers possible.

The Town of Fort Myers Beach shall have all governmental, corporate, and proprietary power to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law. The powers of the Town of Fort Myers Beach shall be construed liberally in favor of the municipality, limited only by the Constitution, general law, and specific limitations contained herein. Pursuant to its municipal powers, the Town of Fort Myers Beach shall adopt ordinances to promote transparency and ethics in government

by the adoption of a ordinance prohibiting the acceptance of unlawful gifts and disclosure of ex parte communications in quasi-judicial hearings as provided in the Town's ordinances and Florida law.

Rationale: This Charter change is recommended to emphasize the need for transparency and ethical behavior when elected and appointed members of the Town's committees, agencies, commissions, etc. The CRC recognizes that the town already has adopted ordinances to implement its concerns; however, it believes that the policies and values embedded in those ordinances should also be included in the Charter.

2. COMPENSATION

Sec. 4.05. - Compensation.

(a) Effective April 1, 2016, base pay for the Mayor will be $19,200 annually and Council Members will be $16,800 annually as compensation for their services. Compensation shall be revised annually based on across-the-board adjustments budgeted for staff and administered at the same time as Town employees. Commencing in 2027 and no sooner than every 4 years, a Compensation Committee, consisting of 5 residents appointed by the Town Council, shall make recommendations for compensation adjustments to Town Council. The first Compensation Committee shall be appointed and will make its recommendation to the Town Council no later than 3 months prior to the date of the next general election. Any action by the Town Council to change its compensation shall be effective as of the first day following the next regular election.

Rationale: Based on other communities' best practices, consulting with our HR Director, and with consideration of the Town's November election cycle, our recommendation would be to establish the Compensation Committee on a four-year cadence, with appointments to occur following a regular Town election. While the Town has election every other year, tying the appointment to the period immediately after the election (once results are finalized and Council Members are seated) helps minimize potential political influence.

From a practical standpoint, this would provide for an initial appointment within a reasonable timeframe following the election and seating of Council Members (e.g., December through early in the new year), with the Committee reconvened every four years thereafter.

This approach:

- Provides a consistent and predictable review schedule,
- Ensures the review is conducted by or under a newly seated Council, rather than during an active election period, and
- Supports transparency and public trust in the process.

3. TERMS IN THE EVENT OF A VACANCY

Sec. 4.08. - Filling of vacancies.

A vacancy on the council, except for the position of mayor, shall be filled by appointment by majority vote of the council members remaining, and said appointment shall be effective until the expiration of the term of the vacated seat. ~~a successor is chosen at the next regular election~~. In the event that a majority of the members are removed by death, disability, law, or forfeiture of office, the governor shall appoint an interim council that shall call a special election to be held within 45 days following the occurrence of the vacancies to elect a new council. In the event that the mayor becomes unable to fulfill the duties of office, ceases to be qualified, or is removed from office as provided by law or this charter, the vice mayor shall assume the full powers and duties of the mayor. The vice mayor shall assume the office of mayor for the remainder of the unexpired term as mayor. The vacant position of vice-mayor ~~council vacancy~~ thus created shall be filled at the next regularly scheduled meeting by the Town Council until the next selection of a vice-mayor. If the vacancy created is not temporary, the vacancy shall be filled ~~by an interim appointment~~ under the provisions of this charter. ~~, to be effective only until such time as the mayor resumes office or until the expiration of the term of the office, whichever occurs first.~~

Rationale: This Charter change is recommended to clarify the term of an individual appointed to fill a vacant Town Council seat. Currently, the Charter provides for an interim appointment until the next general election. The Charter change would extend the term of the appointment through the unexpired term of the vacated Town Council seat.

4. QUALIFYING PERIODS FOR ELECTIONS

Sec. 5.01 – Elections.

The regular election of the members of the Town Council shall be held on the first Tuesday after the First Monday in November, or as otherwise provided by general law. ~~The time period that candidates must qualify shall be from noon of the 50th day prior to the election to noon of the 46th day, or as adjusted by a holiday or leap year.~~

Rationale: The Town Clerk is no longer the qualifying officer for the Town of Fort Myers Beach. This section is no longer relevant as qualifying is handled by the Lee County Supervisor of Elections office.

5. TOWN CANVASSING BOARD

~~**Sec. 5.09 – Town canvassing board.**~~

~~The town canvassing board shall be composed of a Town Council Member, selected by Town Council, who is not a candidate for reelection, the Town Manager and the Town Clerk, who shall act as chairperson. At the close of polls of any town election, or as soon thereafter as practicable, the canvassing board shall meet at a time and place designated by the chairperson and shall proceed to publicly canvass the vote as shown by the returns then on file in the Office of the Supervisor of Elections.~~

~~The Board shall prepare and sign a certificate containing the total number of votes cast for each person or other measure voted on. The Certificate shall be placed on filed with the Town Clerk.~~

Rationale: With election duties being performed by the Lee County Supervisor of Elections office, this section is no longer required. Lee County assigns the canvassing board members.

In addition to these recommended Charter changes, the CRC is recommending that the Town take the additional action by ordinance to primarily correct scrivener errors and interpret vague language in 3.02, 4.11, 5.04 – 5.09, 7.01, 11.02, 11.05 and 14.01 (see attached spreadsheet). The CRC also requests that the Town Council direct the Town Manager and Town Clerk to update the logo that appears on the title page to the Charter and the adoption date.

Again, on behalf of each member of the CRC, I would like to thank the Town Council for the opportunity to serve on this important Commission. I would also like to thank Town staff for their diligent assistance in our efforts and my fellow Commission members.

Sincerely,

Jim Dunlap, Chair
2026 Charter Review Commission

Attachment: Analysis Matrix

Cc: William McKannay, Town Manager
Amy Baker, Town Clerk
Nancy Stuparich, Town Attorney

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-431**

1. **Request:**

Meeting Date: April 20, 2026

Approval of a Special Event including the waiver of enforcement of the Town's open container and noise ordinances during the Annual JobuFest Concert, to be held at The Whale on May 30, 2026 from 8:30 am to 6:00 pm on May 30, 2026, as requested by Dawn Miller of The Whale, and subject to further approval by the FMB Fire Control District and Lee County Sheriffs Office.

Why the action is necessary:

Approval is needed for the waiver of Town Open Container Ordinance 16-03 Sec 22-(G), Town Noise Ordinance, and the event is estimated to be over 500 participants.

What the action accomplishes:

Approves the Special Event Permit, waives open container and noise ordinances.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

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5. **Background:**

Dawn Miller of the Whale is requesting a waiver of the enforcement of the open container and noise ordinances during their event to be held at The Whale on May 30, 2026, from 8:30 am to 6:00 pm. JobuFest is a themed community celebration hosted at The Whale, inspired by the baseball film *Major League* and the iconic character Jobu.

The event is designed as a fun, lighthearted gathering featuring live music, themed food, and beverage specials, merchandise, and interactive entertainment. All activities will take place on The Whale property and within permitted areas of the venue with an expected attendance of 500-1000 persons.

Attachments:

1. JobuFest Permit
2. JobuFest Cover Sheet Update

Financial Impact:

6. **Alternative Action**

Deny the special event application and its waivers.

7. **Management Recommendations:**

Approve the Special Event Permit

8. **Recommended Approval:**

Nora Skipper,	Created/Initiated - 4/3/2026
nancy stuparich, Town Attorney	Approved - 4/9/2026
Amy Baker, Town Clerk	Approved - 4/13/2026
William McKannay, Town Manager	Final Approval - 4/13/2026

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

- [x] dm 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.

- [x] dm All necessary department approvals – an application is not considered completed until all approvals have been turned in to Town Hall.

- [x] dm 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.

- [x] dm Detailed description of entire event including set up and breakdown

- [x] dm Letters of permission if using someone else's property for event.

- [x] dm Site plan – marked off with placement of objects (chairs, tables, tents, etc.)

- [x] dm Parking Plan – if applicable

- [x] dm Liability Insurance ($1 million each occurrence and $2 million general aggregate) naming the Town of Fort Myers Beach as certificate holder in process

- [x] dm 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.

Dawn M Fillers

Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

Name of event _JobuFest at The Whale

Attach separate sheet of paper with detailed description of event

Date(s) and times of event ___May 30, 2026

Address of event 1249 Estero Blvd Ft. Myers Beach, FL 33931

Expected # of participants/attendees____500-750

Sponsoring Organization ___The Whale FMB

Organization address __1249 Estero Blvd FMB

Contact Person/Phone# __Dawn Miller 614-578-2588

E-mail _dawnmiller@thewhalefmb.com

Amplified Music Y ☒ N ☐ ___ 500 Ft Notifications yes Copy of Letter yes

Renting Town Property Y ☐ N ☒ Renting Parking Spaces Y ☐ N ☑

How many Spaces?_____ How many hours_____

Extension of Premises? Y ☒ N ☐ ABT Form yes How many days? 1 (Over 3 days needs to go to Council)

Letters of Permission to use Property yes in process

Letters of Permission to use Parking_____ Parking Plan_____

Site Plan yes Insurance yes (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 Dawn Miller

Printed Name _Dawn Miller

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: N/A

No. of dumpsters: _____ **Type of dumpsters:** _____

Who is responsible for clean-up and payment: _____

The Whale ownership will handle clean up.

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:** _____

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: Event Ends @ 6:15pm

_____

Turtle Time approval: _____ **Date:** _____

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**

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:

[X]	Small Outdoor/Indoor Event	[ ]	Large Outdoor/Indoor Event	[ ]	Firework Display

Date of Application: Mar 18, 2026	Date of Event: May 30, 2026
Location: 1249 Estero Blvd FMB 33931	
Event Start Date/Time: May 30 11am	Event End Date/Time: May 30 - 6pm
Setup Date: May 30	Setup Time: 8:30am / Inspection Time: 10:30am
Event Sponsor: The Whale	
Sponsor Contact: Dawn Miller	Sponsor Phone #: 6145782588 / Sponsor Email: dawnmiller@thewhalefmb.com
Anticipated Number of Attendees: 500-750	Anticipated Number of Event Workers: 100
Will there be carnival or mechanical rides: 0	Number of Stages: 1
Total Number of Vendors: 0	Total Number of Hot Food Vendors: only us
Number of Tents larger than 20 x 20: 0	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.

<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).

Dawn Miller
Submitting Party Name (Print)

Dawn Miller
Submitting Party Name (Sign)

Date: Mar 18, 2026



Special Event Permit Narrative: JobuFest

Event Summary

Detail	Information
Event Name	JobuFest
Location	The Whale, Place
Host Organization	What's Up FMB, Inc.
Primary Contact	Person
Estimated Attendance	500–1,000 participants throughout the day

Event Description

JobuFest is a themed community celebration hosted at The Whale inspired by the baseball film *Major League* and the iconic character Jobu. The event is designed as a fun and lighthearted gathering featuring live music, themed food and beverage specials, merchandise, and interactive entertainment. All activities will take place on The Whale property and within permitted areas of the venue.

Guests will arrive and depart throughout the day, creating a steady flow of attendance rather than a single peak arrival. The event is intended to provide a safe and enjoyable daytime experience while supporting tourism and business activity on Fort Myers Beach.

Event Schedule

Time	Activity
10:30 AM – 11:00 AM	Sound Check (if needed)
11:00 AM	Event Start
Afternoon	Live Music (outdoors)
Approx. 5:30 PM	Ceremonial Pause (Jobu ritual and offering)
Following Ceremony	Final Music Performance
No later than 6:15 PM	Conclusion of Live Music
Early Evening	Event Conclusion/Venue returns to normal business operations

The ceremonial pause will feature a short, playful, and symbolic "Jobu ritual and offering," which is a brief gathering for a themed toast inspired by the film.

Event Activities

Activities hosted at The Whale will include:

- Live music entertainment
- Themed food and beverage specials
- Merchandise sales
- A brief ceremonial "Jobu offering" related to the event theme

No large temporary structures or stages are planned beyond normal entertainment equipment used by the venue.

Sound Management and Temporary Variance Request

JobuFest will include live music performed outdoors on The Whale property during the afternoon portion of the event. Due to the outdoor setting, the event respectfully requests a temporary sound level variance of up to 10 decibels above the standard limit during live music performances.

Measures will be taken to minimize sound impact on surrounding properties:

- Speakers will be positioned and directed toward The Whale building to reduce sound travel toward neighboring areas.
- Live music will occur only during daytime hours.
- Music will pause at approximately 5:30 PM for the ceremonial portion of the event.
- Two final songs will follow the ceremony with all live music concluding no later than 6:15 PM.
- Sound levels will be monitored by event staff.

Because entertainment concludes early in the evening and sound will be directed inward toward the venue, the temporary variance is expected to have minimal impact on nearby properties. Event organizers are committed to working with the Town of Fort Myers Beach to ensure all sound levels remain reasonable and respectful of the surrounding community.

Safety and Crowd Management

Attendance is expected to reach 500–1,000 participants throughout the course of the day, with guests arriving and leaving at different times. Safety measures include:

- Venue staff monitoring capacity limits
- Licensed security personnel as needed
- Responsible alcohol service by licensed staff
- Compliance with all building occupancy and fire safety regulations

Parking and Traffic

Guests will utilize existing public and private parking options available within the Fort Myers Beach downtown district. No road closures or traffic control measures are requested. The event is structured as a walkable gathering within the venue area.

Sanitation and Facilities

Restrooms will be available within The Whale facility. Trash receptacles will be available throughout the property and staff will maintain cleanliness during the event.

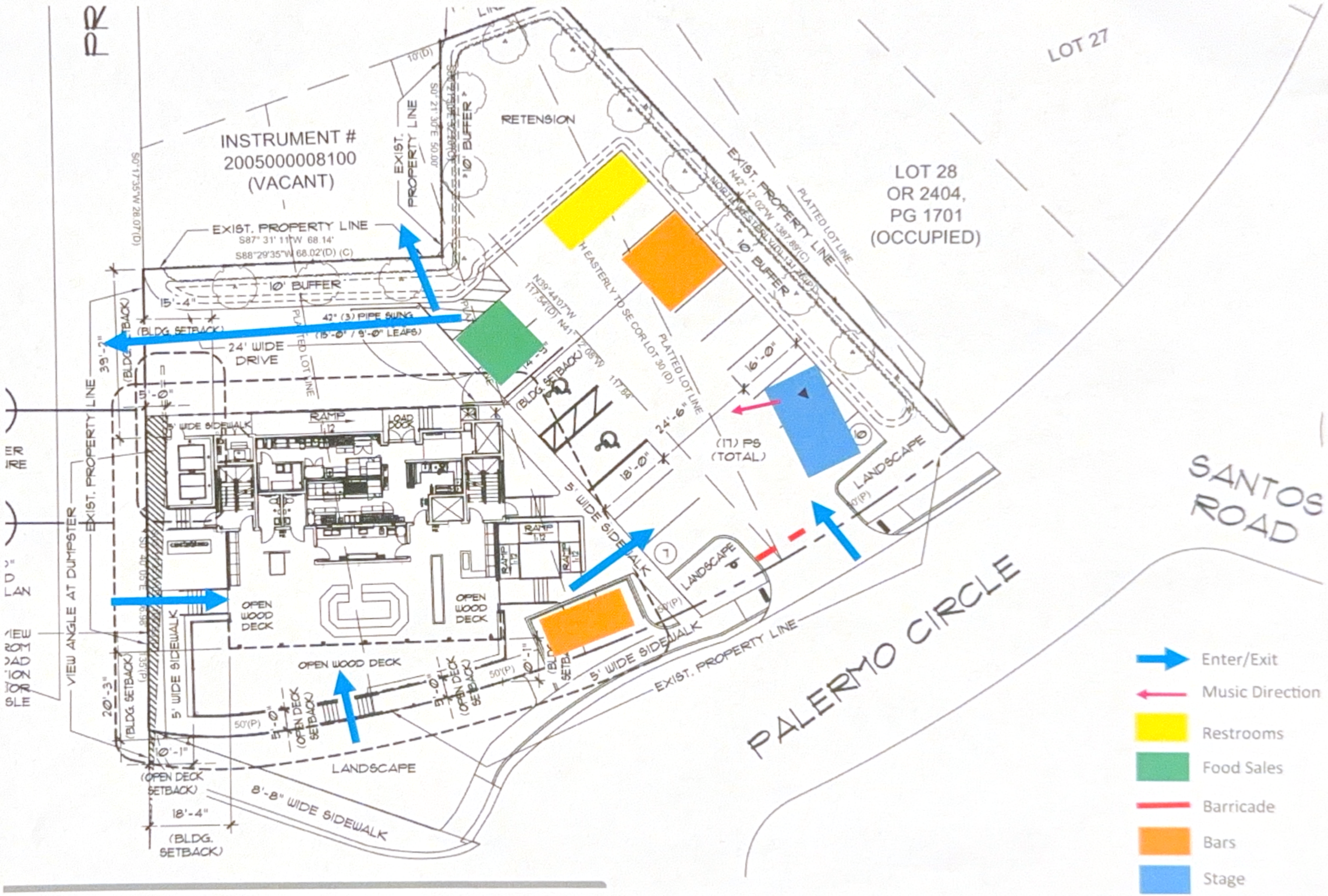
Cleanup

The Whale staff will be responsible for post-event cleanup of the property and surrounding areas to ensure the site is returned to normal operating conditions.

Community Consideration

JobuFest is structured as a daytime celebration, with entertainment concluding early in the evening in order to minimize impact on nearby businesses and residents. The event supports the continued revitalization of Fort Myers Beach by encouraging visitors and residents to gather safely and support local businesses.

JobuFest Site Plan 2026



Dear Neighbor,

We would like to inform you of an upcoming event taking place at **The Whale**, located at **1249 Estero Blvd**, on **May 30**.

The Whale will be hosting **JobuFest**, a lighthearted daytime celebration inspired by the baseball film *Major League*. The event will include live music, themed food and beverage specials, merchandise, and a brief ceremonial moment that is part of the event's tradition.

The event schedule is as follows:

Event begins at **11:00 AM**
Live music will take place during the afternoon
Music will pause at approximately **5:30 PM** for a brief ceremonial moment
The band will perform two final songs afterward, with **all music concluding no later than 6:15 PM**

All activities will take place **on The Whale property**, and sound equipment will be directed toward the building to help minimize sound travel toward surrounding properties.

Attendance is expected to reach **approximately 500–1,000 guests throughout the day**, with visitors arriving and departing at different times rather than all at once.

Our goal is always to host events that contribute positively to Fort Myers Beach while remaining respectful of our neighbors and surrounding businesses.

If you have any questions, please feel free to contact us.

Sincerely,

Dawn Miller
The Whale

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

dm
- 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.

dm
- All necessary department approvals – an application is not considered completed until all approvals have been turned in to Town Hall.

dm
- 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.

dm
- Detailed description of entire event including set up and breakdown

dm
- Letters of permission if using someone else's property for event.

dm
- Site plan – marked off with placement of objects (chairs, tables, tents, etc.)

dm
- Parking Plan – if applicable

dm
- Liability Insurance ($1 million each occurrence and $2 million general aggregate) naming the Town of Fort Myers Beach as certificate holder ~~in process~~ Not necessary

dm
- 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.

Dawn Miller

Town of Fort Myers Beach

2525 Estero Boulevard, Fort Myers Beach, Florida 33931
Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

Name of event JobuFest at The Whale
Attach separate sheet of paper with detailed description of event

Date(s) and times of event May 30, 2026

Address of event 1249 Estero Blvd Ft. Myers Beach, FL 33931

Expected # of participants/attendees 500-750

Sponsoring Organization The Whale FMB

Organization address 1249 Estero Blvd FMB

Contact Person/Phone# Dawn Miller 614-578-2588

E-mail dawnmiller@thewhalefmb.com

Amplified Music Y [X] N [ ] 500 Ft Notifications yes Copy of Letter yes

Renting Town Property Y [ ] N [X] Renting Parking Spaces Y [ ] N [X]

How many Spaces? How many hours

Extension of Premises? Y [X] N [ ] ABT Form yes How many days? 1 (Over 3 days needs to go to Council)
in process

Letters of Permission to use Property yes

Letters of Permission to use Parking Parking Plan

Site Plan yes Insurance yes (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 [X]

Waiver of Noise Ordinance Y [X] N [ ] Recurring Event Y [ ] N [X]

Applicant Signature Dawn Miller

Printed Name Dawn Miller

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.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-444**

1. **Request:**

Meeting Date: April 20, 2026

Discussion on Charter Review Commission recommendations and direction to staff.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**
ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

---

5. **Background:**

Attachments:

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 4/7/2026
nancy stuparich, Town Attorney	Approved - 4/9/2026
Amy Baker, Town Clerk	Approved - 4/13/2026
William McKannay, Town Manager	Final Approval - 4/13/2026

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-423**

1. **Request:**

Meeting Date: April 20, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA TERMINATING A TEMPORARY BEACH ACCESS AGREEMENT CONTAINING A TEMPORARY EASEMENT TO ALLOW FOR THE PLANTING OF VEGETATION ON DUNES LOCATED ON PROPERTY OWNED BY CASTLE BEACH CONDOMINIUM ASSOCIATION; AUTHORIZING THE MAYOR TO SIGN THE TERMINATION AGREEMENT; DIRECTING THE TOWN CLERK TO RECORD A COPY OF THE TERMINATION AGREEMENT IN THE OFFICIAL RECORDS OF LEE COUNTY; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**
ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**
Other

4. **Submitter of Information:**

---

5. **Background:**

The Castle Beach Condominium Association is requesting that the Town terminate a prior Temporary Beach Access Agreement, which included a temporary easement granted to allow the planting of vegetation on the dune located on property owned by Castle Beach Condominium Association. The Town was notified that the individual who signed the agreement may not have been authorized by the condominium association to do so. This matter has been pending since the fall and Castle Beach would like to resolve the matter in advance of bird nesting season. A term of the termination agreement provides the Town with a limited license to enter upon the property and remove the vegetation that has already been installed. The Town was not agreeable to a modification of the initial location of the vegetation (See attachment) since the proposed modification did not satisfy the minimum requirements of the Town's Dune Management Plan. With the termination of the agreement, the condominium association understands it will need to comply with all Town Codes and obtain any needed permits from FDEP's CCL program, which may be applicable.

Attachments:

1. 26-080, Termination of Temporary Beach Access Agreement with Castle Beach
2. Exhibit A Draft Revised Termination of Easement Castle Beach EAF RL 4132026 (1)
3. 8300 Estero - Castle Beach Condo (2)
4. FDEP Dune Restroration Plan
5. LTR Received 11-12-25 from R. Gregory Hyden
6. Email correspondence
7. Email Correspondence
8. HISTORICAL PERMIT RECORDS

Financial Impact:

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 4/3/2026
nancy stuparich, Town Attorney	Approved - 4/13/2026
Joe Onzick, Finance Director	Approved - 4/13/2026
Amy Baker, Town Clerk	Approved - 4/13/2026
William McKannay, Town Manager	Final Approval - 4/14/2026

RESOLUTION NUMBER 26-080

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA TERMINATING A TEMPORARY BEACH ACCESS AGREEMENT CONTAINING A TEMPORARY EASEMENT TO ALLOW FOR THE PLANTING OF VEGETATION ON DUNES LOCATED ON PROPERTY OWNED BY CASTLE BEACH CONDOMINIUM ASSOCIATION; AUTHORIZING THE MAYOR TO SIGN THE TERMINATION AGREEMENT; DIRECTING THE TOWN CLERK TO RECORD A COPY OF THE TERMINATION AGREEMENT IN THE OFFICIAL RECORDS OF LEE COUNTY; 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 and Castle Beach Condominium Association have determined that it is best to terminate a previously approved Temporary Beach Access Agreement and allow Castle Beach Condominium Association to manage the dune area in accordance with the Town's Codes and FDEP's CCL program, as may be applicable; and

WHEREAS, the termination agreement provides for a right of the Town to enter the property and remove existing vegetation that was previously planted by the Town; and

.**WHEREAS**, it is in the best interest of the Town and its residents to approve the termination agreement.

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

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

Section 2. The Town Council hereby approves the termination agreement attached as Exhibit A and authorizes the Mayor to sign the agreement.

Section 3. The Town Clerk is directed to record a copy of the termination agreement in the Official Records of Lee County.

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	___
John McLean, Council Member	___

ADOPTED this ____ day of _____ 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 _____.

Return To:

Eric A. Fluharty, Esq.
GrayRobinson, P.A.
12800 University Drive, Suite 260
Fort Myers, Florida 33907

TERMINATION OF TEMPORARY BEACH ACCESS AGREEMENT

This Termination of Temporary Beach Access Agreement ("Agreement") is deemed entered into this ___ of _____, 2026 by CASTLE BEACH CONDOMINIUM ASSOCIATION, INC. ("Grantor" or "Association"), whose mailing address is 9150 Galleria Court, Suite 201, Naples, Florida 34109 and the TOWN OF FORT MYERS BEACH, FLORIDA ("Grantee" or "Town"), whose address is 6231 Estero Boulevard, Fort Myers Beach, Florida 33931.

WTNESSETH

WHEREAS, Grantor is the owner of certain lands situated in Lee County, Florida, more specifically described in **Exhibit "A"** attached hereto and incorporated by reference herein ("Property"); and,

WHEREAS, the Grantor granted the Grantee a Temporary Beach Access, Restoration and Management Easement ("Temporary Easement") which was subsequently recorded in ____ Book, _____ Page of the Official Records of Lee County, Florida; and,

WHEREAS, it was subsequently discovered that the Grantor had not complied with Fla. Stat. § 718.112(2)(c) in procuring Board of Director approval to enter into the Temporary Easement, and thus the Grantor was not authorized to enter into the Temporary Easement; and

WHEREAS, the parties hereby agree to terminate the easement subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the sum of one dollar ($1.00) and of the mutual covenants, promises, terms and conditions herein contained, and for other good and valuable considerations each to the other given, receipt and sufficiency of which is acknowledged, it is mutually covenanted, promised and agreed as follows:

1. **RECITALS**. The above recitals are true and correct and are incorporated in their entirety by reference into this Agreement.

2. **TERMINATION OF TEMPORARY EASEMENT**. The Grantee hereby terminates, releases and relinquishes the Temporary Easement and any other rights created or reserved in the Grantee's favor in the Temporary Easement.

3. **MAINTENANCE OF DUNE AREA.**

Subsequent to the date of termination of the Temporary Easement and Grantee's removal of the Planting Pursuant to Paragraph 4 of this Agreement, the Grantor acknowledges and agrees to assume all responsibility for the maintenance of the dune located on the Grantor's property and understands that any privileges or benefits that were previously available to Grantor from the Town's Dune Management Plan will no longer apply to the dunes located on the Grantor's property.

4. **REMOVAL OF PLANTINGS.**

Notwithstanding the termination of the Temporary Easement, Grantor authorizes Grantee to enter upon the property to remove all plantings that were installed in the dune area and/or on the Property. The removal of the plantings shall be completed by Town staff within Twenty (20) days of execution of this Agreement.

5. ATTORNEY FEES/**ENFORCEMENT**. Each party to this Agreement shall bear its respective Attorney's Fees and costs associated with this Agreement. If either party is required to commence any action or proceeding against the other to enforce the provisions hereof, each party shall be responsible for the payment of any attorney fees or costs incurred. ~~the prevailing party in such action shall be awarded, in addition to any amounts or relief otherwise awarded, all reasonable attorney's fees and costs in connection therewith.~~

6. **SEVERABILITY**. If any provision is held by a court of competent jurisdiction not be invalid or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

7. **JURISDICTION AND VENUE**. Florida law shall govern the validity, construction, interpretation and effect of this Agreement. The Parties agree that the courts of competent jurisdiction sitting in the Circuit Court of the 6th Judicial Circuit, in and for Lee, Florida shall have exclusive jurisdiction in any suit by the Parties to enforce their rights hereunder, and that venue is proper in that court.

8. **COUNTERPARTS**. This Agreement may be signed in one counterpart signature or more counterparts each of which, when executed with the same formality and the same manner as the original, shall constitute an original.

9. **ENTIRE AGREEMENT**. The Parties acknowledge that this Agreement contains the full and complete agreement between and among them, and that there are no oral or implied agreements or understandings not specifically set forth herein. Each party acknowledges that no other party, or attorney or any other party, or any person, firm, corporation, or other entity has made any promise, representation, or warranty, whatsoever, express, implied, or statutory, not contained herein, concerning the subject matter hereof, to induce the execution of this Agreement.

10. **MODIFICATION**. The Parties agree that no modifications of this Agreement may be made unless expressly agreed to in writing by the Parties and signed with the same

formalities as this Agreement.

11. **PARAGRAPH HEADINGS**. The headings of the paragraphs of this Agreement are inserted only for the purpose of convenience of reference, and the Parties recognize and agree that these headings may not adequately or accurately describe the contents of the paragraphs which they head. Such headings shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall be otherwise be given any legal effect.

IN WITNESS THEREOF, the Parties hereto have personally executed this Agreement or have caused this Agreement to be executed by a duly authorized officer and/or agent.

STATE OF FLORIDA)
) ss:
COUNTY OF LEE)

Under penalties of perjury, I declare that I have read the foregoing and that the same stated in it are true.

_____
By: _____
Title: _____
Castle Beach Condominium Association, Inc.

Witnesses:

_____
Name: _____

_____
Name: _____

Sworn to and subscribed before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____ 2026, personally appeared _____, the _____ of Castle Beach Condominium Association, Inc., who being first duly sworn, acknowledges that he/she has read the foregoing and that the same is true and correct.

_____
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: _____

DRAFT

TOWN OF FORT MYERS BEACH

_____
Dan Allers, Mayor

Witnesses:

_____
Name: _____

_____
Name: _____

Sworn to and subscribed before me, **by means of ☐ physical presence or ☐ online notarization,** this ____ day of _____ 2026, personally appeared _____, the _____ of the Town of Fort Myers Beach, Florida, who being first duly sworn, acknowledges that he/she has read the foregoing and that the same is true and correct.

_____
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires: _____

ATTEST:

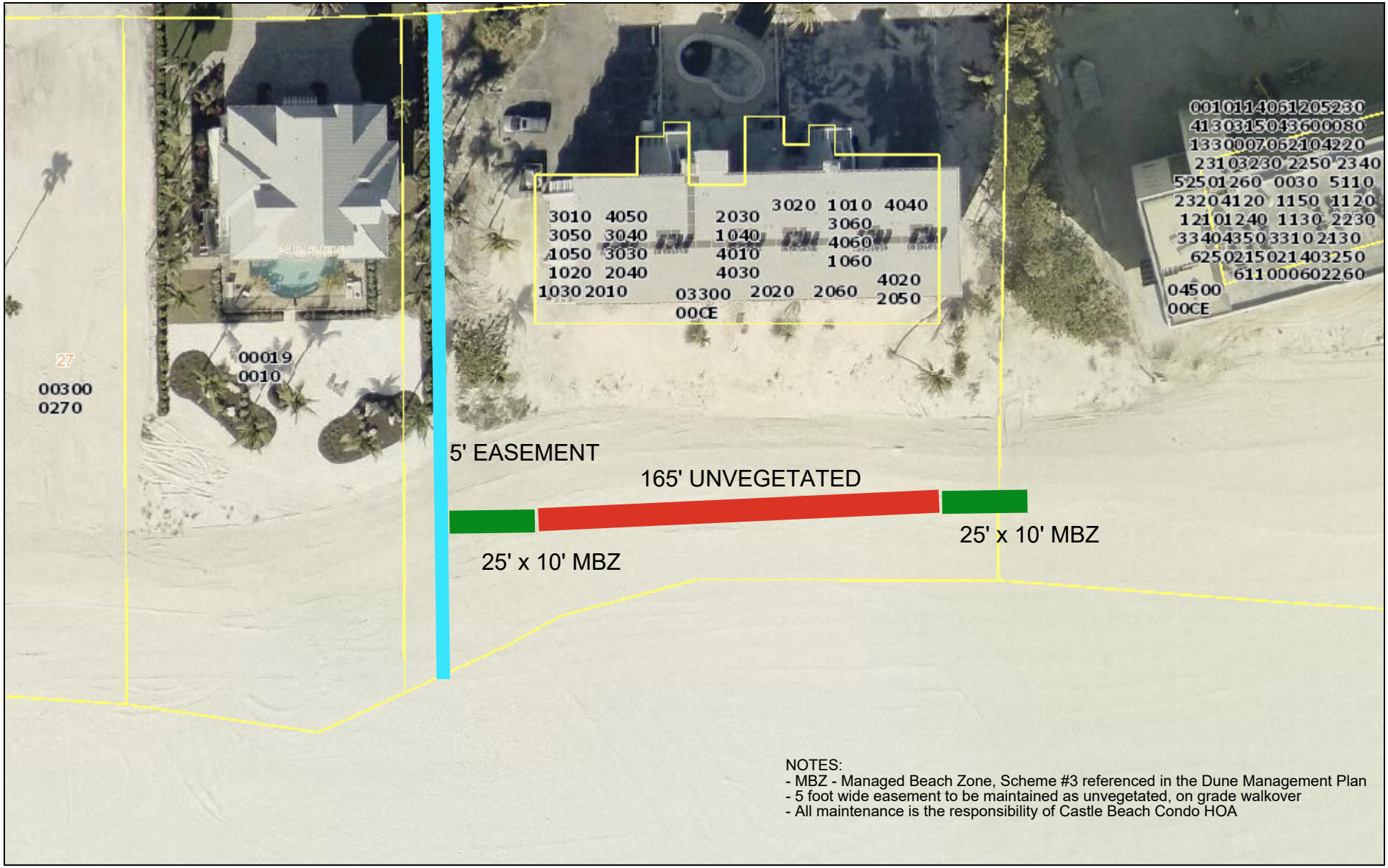
_____
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Vose Law Firm, LLP, Town Attorney

DRAFT

8300 Estero Blvd - Castle Beach Condo Vegetation Site Plan



March 24, 2026

Air Photos: 2025 Hi-Res (3 inch)

1:600

0 25 50 100 ft

0 5 10 20 m

HospitalLocations

Library Locations

School Locations

School Locations

CCC_Parks

County Boundary

Major Roads Medium

I - 75

US 41

Other Highways

Other Roads

Parcels Near

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or completeness.

FLORIDA DEPARTMENT OF
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

CONSOLIDATED JOINT COASTAL PERMIT AND SOVEREIGN SUBMERGED LANDS AUTHORIZATION

PERMITTEE:
Town of Fort Myers
2525 Estero Boulevard
Fort Myers Beach, FL, 33931
chadd@fmbgov.com

AGENT:
Coastal Engineering Consultants
28421 Bonita Springs Boulevard
Bonita Springs, FL, 34135
mpoff@cecifl.com

PERMIT INFORMATION:
Permit Number:0413684-001-JC

Project Name: Estero Island Nourishment Project

County: Lee

Issuance Date: January 18, 2023

Expiration Date: January 18, 2038

REGULATORY AUTHORIZATION:

This permit is issued under the authority of Chapter 161 which includes consideration of the provisions contained in Part IV of Chapter 373, Florida Statutes (F.S.), and Title 62, Florida Administrative Code (F.A.C.). Pursuant to Operating Agreements executed between the Department of Environmental Protection (Department) and the water management districts, as referenced in Chapter 62-113, F.A.C., the Department is responsible for reviewing and taking final agency action on this activity.

PROJECT DESCRIPTION:

The project is to periodically nourish approximately 6.5 miles of critically eroding gulf shoreline along Estero Island in Lee County. The project includes sand placement in three different segments North Fill Segment (Terminal Groin- R-187), which is contiguous with the Central Fill Segment (R-187 – R-198), and the initial restoration and subsequent nourishment of the South Fill Segment (R-203 – R- 207) utilizing offshore sand sources. Upland sand sources will also be used for hot-spot maintenance and post-storm recovery.

The design template for the North and Central Fill Segments includes a 200H:1V beach berm slope to a maximum elevation set at + 3.2 feet NAVD88, a 15H:1V seaward slope from the berm crest to mean low water (MLW), and thence features a seaward slope of 20H:1V below MLW. The design template for the South Fill Segment includes a 200H:1V beach berm slope to a maximum berm crest elevation set at +3.2 feet NAVD88 from R-203 to R-205 and + 1.3 feet NAVD88 from R-205 to R-207, a 15H:1V seaward slope from the berm crest to mean low water (MLW), and thence features a seaward slope of 20H:1V below MLW.

PROJECT LOCATION:

The beach placement site is located in Lee County, Sections 19, 23, 24, 28, 29, 30, and 33, Township 46 South, Range 23 and 24 East, 300 feet north of Department monument R-175 to R-207. The nearshore borrow area is located within Matanzas Pass ebb shoal complex, Gulf of Mexico, Class III Waters. The offshore borrow area is located 30 nautical miles offshore of Estero Island on the Outer Continental Shelf (OCS).

PROPRIETARY AUTHORIZATION:

This activity also requires a proprietary authorization, as the activity is located on sovereign submerged lands held in trust by the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Sections 253.002 and 253.77, F.S. The activity is not exempt from the need to obtain a proprietary authorization. The Board of Trustees delegated, to the Department, the responsibility to review and take final action on this request for proprietary authorization in accordance with Section 18-21.0051, F.A.C., and the Operating Agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C. This proprietary authorization has been reviewed in accordance with Chapter 253, Chapter 18-21 and Section 62-330.075, F.A.C., and the policies of the Board of Trustees.

The Department has also determined that the nourishment activity qualifies for a Letter of Consent to use sovereign, submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. Therefore, consent is hereby granted pursuant to Chapter 253.77, F.S., to perform the activity on the specified sovereign submerged lands.

COASTAL ZONE MANAGEMENT:

This permit constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

WATER QUALITY CERTIFICATION:

This permit constitutes certification of compliance with state water quality standards pursuant to Section 401 of the Clean Water Act, 33 U.S.C. 1341.

OTHER PERMITS:

Authorization from the Department does not relieve you from the responsibility of obtaining other permits (Federal, State, or local) that may be required for the project. When the

Department received your permit application, a copy was sent to the U.S. Army Corps of Engineers (Corps) for review. The Corps will issue their authorization directly to you, or contact you if additional information is needed. If you have not heard from the Corps within 30 days from the date that your application was received by the Department, contact the nearest Corps regulatory office for status and further information. Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.

AGENCY ACTION:

The above named Permittee is hereby authorized to construct the work that is outlined in the Project Description and Project Location of this permit and as shown on the approved permit drawings, plans and other documents attached hereto. This agency action is based on the information submitted to the Department as part of the permit application, and adherence with the final details of that proposal shall be a requirement of the permit. **This permit and authorization to use sovereign submerged lands are subject to the General Conditions, General Consent Conditions, Specific Conditions, and attached Plans which are a binding part of this permit and authorization.** Both the Permittee and their Contractor are responsible for reading and understanding this permit (including the permit conditions and the approved permit drawings) prior to commencing the authorized activities, and for ensuring that the work is conducted in conformance with all the terms, conditions and drawings.

GENERAL CONDITIONS:

1. All activities authorized by this permit shall be implemented as set forth in the project description, permit drawings, plans and specifications approved as a part of this permit, and all conditions and requirements of this permit. The permittee shall notify the Department in writing of any anticipated deviation from the permit prior to implementation so that the Department can determine whether a modification of the permit is required pursuant to Rule 62B-49.008, F.A.C.

2. If, for any reason, the permittee does not comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department and the appropriate District office of the Department with a written report containing the following information: a description of and cause of noncompliance; and the period of noncompliance, including dates and times; and, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

3. This permit does not eliminate the necessity to obtain any other applicable licenses or permits that may be required by federal, state, local or special district laws and regulations. This permit is not a waiver or approval of any other Department permit or authorization that may be required for other aspects of the total project that are not addressed in this permit.

4. Pursuant to Sections 253.77 and 373.422, F.S., prior to conducting any works or other activities on state-owned submerged lands, or other lands of the state, title to which is vested in the Board of Trustees, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees shall not be considered received until it has been fully executed.

5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.

6. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee. The issuance of this permit does not convey any vested rights or any exclusive privileges.

7. This permit or a copy thereof, complete with all conditions, attachments, plans and specifications, modifications, and time extensions shall be kept at the work site of the permitted activity. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

8. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel with proper identification and at reasonable times, access to the premises where the permitted activity is located or conducted for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department and to have access to and copy any records that must be kept under conditions of the permit; to inspect the facility, equipment, practices, or operations regulated or required under this permit; and to sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

9. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall electronically submit to the Department, by email at JCPCompliance@dep.state.fl.us, and the appropriate District office of the Department a written notice of commencement of construction indicating the actual start date and the expected completion date and an affirmative statement that the permittee and the contractor, if one is to be used, have read the general and specific conditions of the permit and understand them.

10. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, shipwreck remains or anchors, dugout canoes or other physical remains that could be associated with Native American cultures, or early Colonial or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of

such discoveries. The permittee, or other designee, shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850)245-6333 or (800)847-7278, as well as the appropriate permitting agency office. Project activities shall not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

11. Within 30 days after completion of construction or completion of a subsequent maintenance event authorized by this permit, the permittee shall electronically submit to the Department, by email at JCPCompliance@dep.state.fl.us, and the appropriate District office of the Department a written statement of completion and certification by a registered professional engineer. This certification shall state that all locations and elevations specified by the permit have been verified; the activities authorized by the permit have been performed in compliance with the plans and specifications approved as a part of the permit, and all conditions of the permit; or shall describe any deviations from the plans and specifications, and all conditions of the permit. When the completed activity differs substantially from the permitted plans, any substantial deviations shall be noted and explained on as-built drawings electronically submitted to the Department, by email at JCPCompliance@dep.state.fl.us.

GENERAL CONSENT CONDITIONS:

1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.

4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

5. Construction, use or operation of the structure or activity shall not adversely affect any species that is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

7. Structures or activities shall not create a navigational hazard.

8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

9. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident or fire.

10. Structures or activities shall be constructed, operated and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

SPECIFIC CONDITIONS - ADMINISTRATIVE

1. Pursuant to Chapter 161.141, F.S., prior to construction of the beach nourishment the Board of Trustees may need to establish the line of mean high water for any area affected by this project that does not already have an Erosion Control Line (ECL). This is required to establish the boundary line between sovereignty lands of the state bordering on the Gulf of Mexico and the upland properties not held by the State.

2. Unless otherwise specified in the specific conditions of this permit all submittals required herein (e.g., progress reports, water-quality reports etc.) shall be electronically submitted (via e-mail, file transfer site or hard drive). Email submittals shall be sent to the Department's JCP Compliance Officer (e-mail address: JCPCompliance@dep.state.fl.us). If a file transfer site is used, a link shall be e-mailed to the JCP Compliance Officer. If data are too large to be submitted via e-mail or file transfer site, the Permittee may submit the data via an external hard drive, provided by the Permittee. The external hard drive shall be mailed to:

   Department of Environmental Protection
   Office of Resilience and Coastal Protection
   Attn: JCP Compliance Officer
   2600 Blair Stone Road, Mail Station 3544
   Tallahassee, FL 32399-2400

3. If the Permittee is unable to complete two maintenance events within the 15-year life of the permit, the Permittee may request (prior to the expiration date of the permit), and the Department shall grant, an extension of the permit expiration date in order to allow completion of the second maintenance event. The extension would be documented through an administrative modification.

SPECIFIC CONDITIONS - PRIOR TO CONSTRUCTION

4. ***Pre-Construction Submittals.*** For each construction event under this permit, no work shall commence until the Permittee has satisfactorily submitted all information noted in this condition. At least 45 days prior to commencement of construction, the Permittee shall submit the following items for review by the Department. Unless otherwise notified by the Department within 15 days of receipt of all information specified below, the Permittee shall assume the submittals are satisfactory:

   a. An electronic copy of detailed ***final construction plans and specifications*** for all authorized activities. The plans and specifications must be consistent with the project description, conditions and approved drawings of this permit. These documents shall be certified by a professional engineer (P.E.), who is registered in the State of Florida. The Permittee shall point out any deviations from the Project Description of this permit (as stated above) or the approved permit drawings (attached to this permit), and any significant changes that would require a permit modification. The plans and specifications shall include a description of the dredging and construction methods to be utilized and drawings and surveys that show all biological resources and work spaces (e.g., anchoring areas, pipeline corridors, staging areas, boat access corridors, etc.) to be used for this project.

   b. ***Turbidity Monitoring:*** In order to assure that turbidity levels do not exceed the compliance standards established in this permit, construction at the project site shall be monitored closely by an independent third party with formal training in water quality monitoring and professional experience in turbidity monitoring for coastal construction projects. Also, an individual familiar with beach construction techniques and turbidity monitoring shall be present at all times when turbidity generating activities are occurring. This individual shall have authority to alter construction techniques or shut down the dredging or beach construction operations if turbidity levels exceed the compliance standards established in this permit.

      i. ***Qualifications***. The names, credentials (demonstrating experience and qualifications) and 24-hour contact information of those individuals performing these functions;

ii. A ***Scope of Work*** for the turbidity monitoring to ensure that the right equipment is available to conduct the monitoring correctly at any location, and under any conditions;

iii. ***Draft turbidity sampling map.*** An example of the geo-referenced map that will be provided with turbidity reports, including aerial photography and the boundaries of biological resources and/or OFW (pursuant to Specific Condition 32)

c. **Fish & Wildlife Monitoring Qualifications:** To ensure that individuals conducting monitoring of fish and wildlife resources have appropriate qualifications, the Permittee shall provide documentation demonstrating expertise/experience in surveying the types of resources that are present in the project. The Department and the Florida Fish and Wildlife Conservation Commission (FWC) will review this information for confirmation that the monitors are capable of meeting the requirements in Specific Conditions 23 through 24. This documentation shall include the following:

i. *Marine Turtle Protection:* A list of the names and FWC permit numbers for the Marine Turtle Permit Holders.

ii. *Shorebird Protection:* A list of Bird Monitors with their contact information, summary of qualifications including bird identification skills, and avian survey experience, proposed locations of shorebird survey routes, and the locations of travel routes.

d. Documentation from the U.S. Fish and Wildlife Service (FWS) that this work will be covered under a Statewide Programmatic **Biological Opinion** or a Biological Opinions (BO) issued for construction on this project site. If the BO contains conditions that are not already contained herein, a permit modification may be required prior to construction to include those additional conditions.

e. Documentation confirming authorization for construction activities within the **Little Estero Island Critical Wildlife Area (**CWA) from the Florida Fish and Wildlife Conservation Commission (FWC) pursuant to Specific Condition 27.

f. Documentation confirming that the approved upland source is currently producing the quantity and quality of the authorized sand product required for the upcoming event, as required by Specific Condition 7.

g. ***Pre-Construction Conference.*** **After all items required by a through f above have been submitted to the Department,** the Permittee shall conduct a pre-construction conference to review the specific conditions and monitoring

requirements of this permit with the Permittee's contractors, the engineer of record, those responsible for turbidity monitoring, those responsible for protected species monitoring, staff representatives of the Fish and Wildlife Conservation Commission (FWC) and the JCP Compliance Officer (or designated alternate) prior to each construction event. In order to ensure that appropriate representatives are available, at least twenty-one (21) days prior to the intended commencement date for the permitted construction, the Permittee is advised to contact the Department, and the other agency representatives listed below:

DEP, JCP Compliance Officer
e-mail: JCPCompliance@dep.state.fl.us

FWC Imperiled Species Management Section
e-mail: marineturtle@myfwc.com

FWC, Regional Biologist
Contact list: http://myfwc.com/conservation/you-conserve/wildlife/shorebirds/

The Permittee is also advised to schedule the pre-construction conference at least a week prior to the intended commencement date. At least seven (7) days in advance of the pre-construction conference, the Permittee shall provide written notification, advising the participants of the agreed-upon date, time and location of the meeting, and also provide a meeting agenda and a teleconference number.

If the actual construction start date is different from the expected start date proposed during the preconstruction conference, at least 48 hours prior to the commencement of each dredging event, the Permittee shall ensure that notification is sent to the FWC, at marineturtle@myfwc.com, indicating the actual start date and the expected completion date. The Permittee shall also ensure that all contracted workers and observers are provided a copy of all permit conditions.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

5. The Permittee shall not store or stockpile tools, equipment, materials, etc., within littoral zones or elsewhere within surface waters of the state without prior written approval from the Department. Storing, stockpiling or accessing equipment on, in, over or through areas with benthic biological resources (including beds of submerged aquatic vegetation [SAV], wetlands, oyster reefs or hardbottom) is prohibited unless it occurs within a work area or ingress/egress corridor that is specifically approved by this permit and is shown on the approved permit drawings. Anchoring or spudding of vessels and barges within areas with benthic biological resources is also prohibited.

6. The Permittee shall not conduct project operations or store project-related equipment in, on or over dunes, or otherwise impact dune vegetation, outside the approved staging, beach access and dune restoration areas designated in the permit drawings.

7. Prior to each construction event that will use upland sand, the Permittee (or Permittee's Representative) shall submit documentation confirming that the approved upland sand source(s) is currently producing both the quantity and quality of the approved sand product(s) to meet the needs of the upcoming event. The documentation shall be signed and sealed by a Registered Professional in the State of Florida (i.e., a P.E. or P.G.) and shall indicate the name(s) of the product(s), the upland sand source(s) and the approximate volume (per product per source) needed for the upcoming event. The Permittee shall submit the documentation to the Department as a preconstruction submittal item no later than 45 days prior to construction. *Note: If the upland source(s) is no longer producing a product consistent with the approved Sediment QA/QC plan, a permit modification will be required to authorize an alternate source.*

8. The following upland sand source products were reviewed and authorized for use in this project: non-shelly sand product from Stewart Mining Industries' Immokalee Mine, Vulcan Materials Company's Witherspoon Mine, E.R. Jahna Industries' Ortona Mine, and CEMEX Lake Wales Mine. Any additional upland sand sources will require review and authorization through the permit modification process.

9. Sediment quality will be assessed as outlined in the Sediment QA/QC plan dated December 7, 2021. Placement of material that is not in compliance with the Plan shall be handled according to the protocols set forth in the Sediment QA/QC plans. The sediment testing result shall be submitted to the Department within 90 days following the completion of beach construction. The following requirements are included in the Sediment QA/QC Plan:

    a. If during construction, the Permittee or Engineer determines that the beach fill material does not comply with the sediment compliance specifications, The Permittee shall take measures to avoid further placement of noncompliant fill, and the sediment inspection results shall be reported to the Department.

    b. The Permittee will submit post-construction sediment testing results and an analysis report as outlined in the Sediment QA/QC plan to the Department within 90 days following beach construction. The sediment testing results will be certified by a P.E. or P.G. from the testing laboratory. A summary table of the sediment samples and test results for the sediment compliance parameters as outlined in Table 1 of the Sediment QA/QC plan shall accompany the complete set of laboratory testing results. A statement of how the placed fill material compares to the sediment analysis and volume calculations from the geotechnical investigation shall be included in the sediment testing results report.

c. A post-remediation report containing the site map, sediment analysis, and volume of noncompliant fill material removed and replaced will be submitted to the Department within 7 days following completion of remediation activities.

SPECIFIC CONDITIONS - FISH AND WILDLIFE

10. The pre-construction conference held between the contractors, the engineer and staff representative of the Department (see Specific Condition 4 above) shall also include the Marine Turtle Monitor/permit holder, Bird Monitors and staff representatives of the Florida Fish and Conservation Commission (FWC). The purpose of this portion of the meeting is to ensure that the Permittee/Contractor fully understands the wildlife protection measures and site-specific measures that need to be taken before, during and after construction

11. **In-water Activity.** The Permittee shall adhere to the following requirements for all in-water activity:

a. The Permittee shall instruct all personnel associated with the project about the presence of marine turtles and manatees, and the need to avoid collisions with (and injury to) these protected marine species. The Permittee shall be responsible for harm to these resources and shall require their contractors to advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees or marine turtles, which are protected under the Endangered Species Act, the Marine Mammal Protection Act, the Marine Turtle Protection Act and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate project area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.

c. Siltation or turbidity barriers (if used) shall be made of material in which manatees and marine turtles cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee or marine turtle movement or travel.

d. The Permittee is responsible for all on-site project personnel and shall require them to observe water-related activities for the presence of marine turtles and manatee(s). All in-water operations shall be immediately shut down if a marine turtle or manatee comes within 50 feet of the operation. For unanchored vessels, operators shall disengage the propeller and drift out of the potential impact zone. If drifting would jeopardize the safety of the vessel then idle speed may be used to leave the potential impact zone. Activities shall not resume until the animal(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes

elapses if the animal(s) has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.

e. Any collision with (or injury to) a marine turtle or manatee shall be reported immediately to the FWC Hotline at 888-404-3922, and to the FWC at ImperiledSpecies@MyFWC.com. Any collision with (and/or injury to) a marine turtle shall also be reported immediately to the Sea Turtle Stranding and Salvage Network (STSSN) at SeaTurtleStranding@MyFWC.com.

f. Temporary signs concerning manatees shall be prominently posted prior to and during all in-water project activities, at sufficient locations to be regularly and easily viewed by all personnel engaged in water-related activities. Two temporary signs, which have already been approved for this use by the FWC, shall be posted at each location. One sign shall read "Caution Boaters - Watch for Manatees". A second sign measuring at least 8 ½" by 11", shall explain the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations. All signs shall be removed by the Permittee upon completion of the project. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to ImperiledSpecies@MyFWC.com.

12. **Hopper Dredging.** If a hopper dredge is used for this project, the following requirements shall be met:

a. Handling of captured marine turtles during hopper dredging activities shall be conducted only by persons with prior experience and training in these activities, and who are duly authorized to conduct such activities through a valid Marine Turtle Permit issued by the FWC, pursuant to Chapter 68E-1, F.A.C. The Permittee shall forward documentation of these qualifications to the FWC for review, as required in Specific Condition 4.

b. In order to minimize impingement or entrainment of marine turtles within the water column, dredging pumps shall be disengaged by the operator, or the draghead bypass valve shall be open and in use when the dragheads are not firmly on the bottom. This precaution is especially important during the cleanup phase of dredging operations.

c. A state-of-the-art rigid deflector draghead shall always be used on all hopper dredges.

d. The Sea Turtle Stranding and Salvage Network (STSSN) Coordinator shall be notified of the start-up and completion of hopper dredging operations at 904-573-3930 or via e-mail at Allen.Foley@MyFWC.com. If a marine turtle is captured or marine turtle parts are recovered, the STSSN shall be contacted at SeaturtleStranding@MyFWC.com.

13. **Trawling.** If relocation trawling for marine turtles is required as per applicable NMFS Biological Opinions and Incidental Take authorizations, the following is required:

    a. Any activity involving the use of nets to harass and/or to capture and handle marine turtles in Florida waters requires a Marine Turtle Permit from the FWC prior to trawling.

    b. The Permittee or their contractor shall e-mail (MTP@MyFWC.com) reports to the FWC's Imperiled Species Management Section on Friday of each week that trawling is conducted in Florida waters. These weekly reports shall include the species and number of turtles captured, their general health, and release information. A summary of all trawling activity (including non-capture trawling) shall be submitted to MTP@MyFWC.com by January 15 of the following year, or at the end of the project. The summary shall be recorded/documented on the FWC-provided Excel spreadsheet (available at https://myfwc.com/media/3168/trawl-report-template.pdf), and shall list all turtles captured in Florida waters, the measurements of all captured turtles, the location of captures (latitude and longitude in decimal degrees), the location of tow start-stop points (latitude and longitude in decimal degrees), and times for the start-stop points of the tows (including tows when no turtles are captured).

14. **Construction Area Project Lighting.**

    During the marine turtle nesting season (May 1 through October 31), direct lighting of the beach and nearshore waters shall be limited to the immediate area of active construction. Staging areas, if allowed on the nesting beach, shall not be illuminated unless specifically reviewed and authorized by FWC.

    Lighting on offshore and onshore equipment shall be minimized by reducing the number of fixtures, shielding, lowering the height and appropriately placing fixtures to avoid excessive illumination of the water's surface and nesting beach. The intensity of lighting shall be reduced to the minimum standard required for general construction area safety. Shields shall be affixed to the light housing on dredge and on land-based lights and shall be large enough to block lamp light from being transmitted outside the construction area or to the adjacent marine turtle nesting beach. (Figure 1 below).

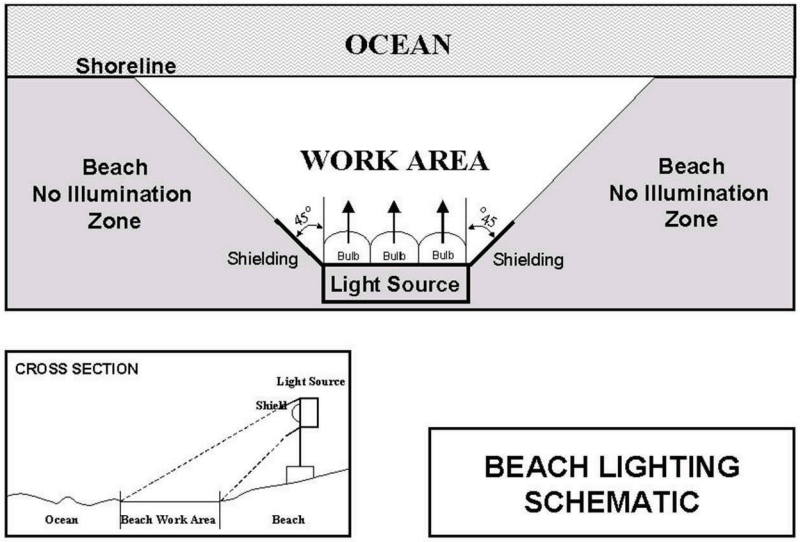


Figure 1

15. **Wildlife Conditions for All Beach Related Activities.** The Permittee shall adhere to the following requirements for all beach-related activities during marine turtle and shorebird nesting/breeding seasons [February 15 through October 31].

a. Beach Maintenance.

i. The Permittee shall require their contractor and protected species monitors to inspect all work areas that have excavations and temporary alterations of beach topography each day, to determine which areas have deviations (such as depressions, ruts, holes and vehicle tracks) capable of trapping flightless shorebird chicks or marine turtle hatchlings. If so, the deviations outside of the active fill placement area – (see Specific Condition 17) shall be filled or leveled from the natural beach profile prior to 9:00 p.m. each day. The beach surface shall also be inspected subsequent to completion of the project, and all tracks, mounds, ridges or impressions, etc. left by construction equipment on the beach shall be smoothed and leveled.

ii. All debris, including derelict construction or coastal armoring material, concrete and metal, found on the beach placement site, shall be removed from the beach to the maximum extent practicable prior to any placement of fill material. If debris removal activities will take place during protected species nesting seasons, the work shall be conducted during daylight hours

only, and shall not commence until completion of daily monitoring surveys.

b. **Equipment Storage and Placement.**

i. Staging areas and temporary storage for construction equipment and pipes shall be located off the beach to the maximum extent practicable. Nighttime storage of construction equipment that is not in use shall be located off the beach. If staging and storage areas off the beach are not possible, then additional marine turtle and shorebird protective measures shall be implemented. Such protective measures shall be determined in coordination with the Department and the FWC prior to beginning of construction. All construction pipes that are in use on the beach shall be located as far landward as possible without compromising the integrity of the existing or reconstructed dune system. Pipes placed parallel to the dune shall be 5 to 10 feet away from the toe of the dune.

ii. If it is necessary to extend construction pipes past a known shorebird nesting site, then those pipes shall be placed landward of the site before birds are active in that area. No pipe or sand shall be placed seaward of a shorebird nesting site during the shorebird nesting season. If such placement is not feasible for the project, the FWC's Regional Biologist (or their designee) shall be contacted for alternative measures. See contacts available at https://myfwc.com/conservation/you-conserve/wildlife/shorebirds/contacts/.

g. **Beach Driving.** All vehicles operated on the beach shall operate in accordance with the FWC's Best Management Practices for Operating Vehicles on the Beach (http://myfwc.com/conservation/you-conserve/wildlife/beach-driving/). Specifically, the vehicle shall be operated at speeds less than 6 mph and run at or below the high-tide line. All personnel associated with the project shall be instructed about the potential presence of protected species, and the need to avoid injury and disturbance to these species. *Note: when flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present pursuant to Specific Condition 25.*

16. **Marine Turtle Protection Conditions.**

Construction-related activities are authorized to occur on the nesting beach (sandy beach seaward of existing coastal armoring structures or dune crest and all areas used for beach access) during marine turtle nesting season (May 1 through October 31) under the following conditions:

a. Daily early morning marine turtle nest surveys shall start two weeks prior to marine turtle nesting season (April 15) or 65 days prior to beach placement

whichever is later. Daily nesting surveys shall continue through November 30, or until two weeks after the last crawl in the project area, whichever is earlier.

b. Daily nesting surveys shall be conducted beginning ½ hour prior to sunrise, and no construction activity may commence until completion of the marine turtle survey each day.

c. The Permittee shall ensure that marine turtle nesting surveys are conducted as required in this authorization, and only conducted by personnel with a valid FWC Marine Turtle Permit, that covers all project activities as required by Chapter 68E-1, F.A.C. For information on the authorized Marine Turtle Permit Holders in the project area, contact FWC at MTP@MyFWC.com.

d. Only those nests laid in the area where sand placement will occur shall be relocated, and nest relocation shall cease after the sand placement is completed. Nests requiring relocation shall be moved no later than 9 a.m., the morning following deposition (no longer than 12 hours from the time the eggs are laid), to a nearby self-release beach site in a secure setting, where artificial lighting will not interfere with hatchling orientation. The relocation site shall be determined in conjunction with and approved by the FWC prior to nest relocations. Relocated nests shall not be placed in organized groupings. Relocated nests shall be randomly staggered along the length and width of beach settings that are not expected to experience any of the following: inundation by high tides; severe erosion; previous egg loss; or illumination by artificial lighting.

e. Nests deposited within areas where construction activities will not occur for 65 days, or nests laid in the nourished berm prior to tilling, shall be marked and left in place. The Marine Turtle Permit Holder shall install on- beach markers at the nest site to establish a minimum 5- foot radius around the approximate clutch location and shall also install a secondary marker at a point as far landward as possible to assure that the nest can be located should the on- beach marker be lost. No activity shall occur within the marked area, nor shall any activities occur that could result in impacts to the nest. Nest sites shall be inspected daily to assure nest markers remain in place and the nest has not been disturbed by the project activity.

17. **Fill Restrictions.** During the marine turtle nesting season, the contractor shall not advance the beach fill more than 500 feet along the shoreline between dusk and the following day, until the daily nesting survey is completed, and the beach has been cleared for fill advancement. If the 500-foot advancement limitation is not feasible for the project, an alternative distance shall be established during the preconstruction meeting, if a distance can be agreed upon in consultation with the FWC. If the work area is extended, nighttime nesting surveys are required, and a Marine Turtle Permit Holder is required to be present on-site to ensure that no nesting and hatching marine turtles are present. If any

nesting turtles are sighted on the beach within the immediate construction area, activities shall cease immediately until the turtle has returned to the water and the Marine Turtle Permit Holder responsible for nest monitoring has relocated the nest.

18. **Marine Turtle or Nest Encounters.** Upon locating a dead or injured marine turtle adult, hatchling, or egg that may have been harmed or destroyed as a result of the project, the Permittee shall be responsible for notifying the FWC Wildlife Alert at 888-404-FWCC (3922). Care shall be taken in handling injured marine turtles or exposed eggs to ensure effective treatment or disposition, and in handling dead specimens to preserve biological materials for later analysis. If a marine turtle nest is excavated during construction activities, but not as part of the authorized nest relocation process outlined in these specific conditions, the permitted person responsible for egg relocation for the project shall be notified immediately so the eggs can be moved to a suitable relocation site.

19. **Tilling, Compaction and Escarpment Remediation Requirements.** For the years after the first- year sand placement (out- year), compaction monitoring, tilling and escarpment monitoring are not required if placed material no longer remains on the dry beach.

    a. **Compaction Sampling.** Sand compaction shall be monitored in the area of sand placement immediately after completion of the nourishment event, and two weeks prior to the beginning of marine turtle nesting season, for three (3) subsequent years. The requirement for compaction monitoring may be eliminated if the placed sand is tilled, regardless of post- construction compaction levels. If the average value for any depth exceeds 500 pounds per square inch (psi) for any two or more adjacent stations, then that area shall be tilled prior to the beginning of marine turtle nesting season. If a few values exceeding 500 psi are present randomly within the project area, tilling will not be required. Compaction monitoring shall be in accordance with the following protocol:

        i. Compaction sampling stations shall be located at 500-foot intervals along the project area. One station shall be at the seaward edge of the dune/bulkhead line (when material is placed in this area), and one station shall be midway between the dune line and the high-water line (normal wrack line).

        ii. At each station, the cone penetrometer shall be pushed to depths of 6, 12 and 18 inches three times (i.e., three replicates at each depth). Material may be removed from the hole if necessary to ensure accurate readings of successive levels of sediment. The penetrometer may need to be reset between pushes, especially if sediment layering exists. Layers of highly compact material may lie over less compact layers. Replicates shall be located as close to each other as possible, without interacting with the previous hole and/or disturbed sediments. The three replicate compaction values for each depth shall be averaged to produce final values for each

depth at each station. Reports shall include all 18 values for each transect line, and the final 6 averaged compaction values.

iii. If values exceeding 500 psi are distributed throughout the project area, but in no case do those values exist at two adjacent stations at the same depth, then the Permittee shall consult with the FWC to determine if tilling is required. A request for a tilling waiver based on these compaction values shall be submitted to the FWC at MarineTurtle@MyFWC.com.

b. **Tilling Requirements.** If tilling is performed regardless of post-construction compaction levels or tilling is required based on compaction measurements, the area shall be tilled to a depth of 24 inches. Tilling shall be in accordance with the following protocol:

i. All tilling activity shall be completed prior to the marine turtle nesting season. If the project is completed during the marine turtle nesting season, tilling shall not be performed in areas where nests have been relocated to or left in place.

ii. A relatively even surface, with no deep ruts or furrows, shall be created during tilling. To do this, chain-linked fencing or other material shall be dragged over those areas as necessary after tilling. Each pass of the tilling equipment shall be overlapped to allow thorough and even tilling.

iii. Tilling shall occur landward of the wrack line and shall avoid all naturally vegetated areas that are at least 3 square feet in size, as well as any planted areas that have been authorized by the Department. A 3-foot-wide No-Tilling buffer shall be maintained around vegetated areas. The slope between the mean high- water line and the mean low water line shall be maintained to approximate natural slopes.

c. **Escarpment Surveys.** Visual surveys for escarpments along the project area shall be made immediately after completion of sand placement, within 30 days prior to April 15 and weekly throughout the marine turtle season for three (3) subsequent years, each year placed sand remains on the dry beach. Escarpment remediation shall be as follows:

i. Prior to marine turtle nesting season, escarpments that interfere with marine turtle nesting or that exceed 18 inches in height for a distance of at least 100 feet shall be leveled to the natural beach contour or the beach profile shall be reconfigured to minimize scarp formation. Any escarpment removal shall be reported relative to R monument location to the FWC at MarineTurtle@MyFWC.com with a copy sent to the JCP Compliance Officer.

ii. If weekly surveys during the marine turtle nesting season document escarpments that exceed 18 inches in height for a distance of at least 100 feet and have persisted for more than two weeks, the FWC shall be contacted immediately to determine the appropriate action to be taken. The Permittee shall provide locations and measurements of the escarpments to the closest R monument as well as the coordinates for the location of marine turtle nests located within 20 feet of the escarpments (latitude and longitude in decimal degrees), with photographs when possible. Upon written notification by the FWC that the escarpment needs to be leveled, the Permittee shall level the escarpment. If nests are located nearby, to minimize impacts to any existing nest the Permittee shall also coordinate with the marine turtle permit holder prior to leveling the escarpments. An annual summary documenting weekly escarpment surveys (including dates, presence and height of escarpments) and any remediation actions taken shall be submitted electronically to the FWC (MarineTurtle@MyFWC.com) by December 31 of each year.

Note for Shorebird Protection: If compaction sampling, tilling or escarpment removal occurs during shorebird breeding season, the Shorebird Conditions (including surveys) included in this authorization shall be followed. No heavy equipment shall operate, and no compaction sampling or tilling shall occur within 300 feet of any shorebird nest. If flightless shorebird chicks are present within the work zone or equipment travel corridor, a Bird Monitor shall be present during the operation to ensure that no heavy equipment operates within 300 feet of the flightless young or within a site-specific corridor established per Specific 25. It is the responsibility of the Permittee to ensure that their contractors avoid tilling, scarp removal or dune vegetation planting in areas where nesting birds are present.

20. **Post-Construction Lighting Surveys.** The Permittee shall ensure that lighting surveys be conducted from the renourished berm and the following actions taken to address potential adverse impacts expected with artificial lights visible from any dry portion of the newly elevated beach. The surveys shall be conducted from the top of the foreshore slope (i.e., the seaward edge of the filled berm before it slopes into the water), facing landward. The survey shall follow standard techniques for such a survey, such as including the number and type of visible lights, location of lights, and photo documentation (see additional techniques as per the 2015 USFWS Statewide Programmatic Biological Opinion).

a. The first survey shall be conducted between May 1 and May 15 for the first nesting season following construction. For each visible light source, the Permittee shall document that the property owners have been notified and has been provided with recommendations for correcting the light as soon as possible.

Recommendations shall be in accordance with local lighting ordinances. A report summarizing all visible lights and the recommendations for correcting the light shall be forwarded to local code enforcement. If no lighting ordinances exist, the recommendations to the property owners shall be consistent with the FWC lighting guidelines, which include no lights or light sources shall be visible from the newly elevated beach. The second survey shall be conducted between July 15 and August 1 to assess any remaining visible lights requiring corrective action.

b. A summary report of the surveys and what corrective actions or local enforcement actions have been taken shall be submitted to the FWC at MarineTurtle@MyFWC.com and copied to JCPCompliance@dep.state.fl.us by December 31 of the year in which surveys are conducted. Upon request by the FWC, the Permittee shall set up and hold a meeting with the those responsible for code enforcement (when applicable), the FWC and the USFWS to discuss the report and potential additional corrective action needed, as well as any documented marine turtle disorientations in or adjacent to the project area.

21. **Post-Construction Monitoring and Reporting Marine Turtle Protection Conditions.**

a. For each sand placement event, reports for all required marine turtle nesting surveys shall be provided for the post construction (partial or remaining) nesting season and for two full nesting seasons post construction in accordance with the Table 1 (below). If nesting and reproductive success is less than the criteria in the table below, an additional year of monitoring and reporting may be required. If criteria is not met, additional conditions prior to the next sand placement on this beach may be required by the Department and the FWC.

b. Data shall be reported and summarized for the nourished areas and reference beach in accordance with Table 1 (below). Reports shall summarize all crawl activity, hatching success of a representative sampling of nests left in place (if any) by species, project name and applicable project permit numbers and dates of construction. Data on nesting activity on the nourished areas and on an equal length of beach that is not nourished shall be submitted in electronic format (Excel spreadsheets) which are available upon request from MarineTurtle@MyFWC.com. Reports shall be sent to the FWC Imperiled Species Management section at MarineTurtle@MyFWC.com and **copied to** JCPCompliance@dep.state.fl.us. All summaries should be submitted by January 15 of the following year.

Table 1. Marine Turtle Monitoring for Beach Placement of Material.

Date	Duration	Variable	Criterion
Nesting Success	Year of in-season construction and two entire nesting seasons post construction, with possible additional year (for a total of three years)[1 & 2]	Number of nests and non- nesting emergences by day by species	40 percent or greater
Hatching success	Year of in-season construction and one entire nesting season post construction, with possible additional year[1 & 2]	Number of hatchlings by species to hatch from egg	60 percent or greater (a statistically valid number of loggerhead and green nests, and all leatherback nests)
Emergence Success	Year of in-season construction and one entire nesting season post construction, with possible additional year[1 & 2]	Number of hatchlings by species to emerge from nest onto beach	Average must not be significantly different than the average hatching success
Disorientations	Year of in-season construction and two entire nesting seasons post construction[1]	Number of nests and/or individuals that misorient or disorient	
Nests affected by erosion or inundation	Year of construction and two years post construction if placed sand remains on the beach	Number of nests lost and/or affected, by species	

Date	Duration	Variable	Criterion
Lighting Surveys	Two in-season surveys the year following construction; First survey between May 1 and May 15 and second survey between July 15 and August 1[1]	Number, location and photographs of lights visible from nourished berm, corrective actions recommended, and notifications made	Lighting survey and possible meeting resulting with plan for reduction in lights visible from nourished berm
Compaction	Three nesting seasons beginning with the year of construction. Not required if the beach is tilled prior to nesting season[1]	Shear resistance	Less than 500 psi
Escarpment Surveys	Weekly during nesting season for three years beginning with year of construction[1]	Number of scarps 18 inches or greater extending for more than 100 feet that persist for more than 2 weeks	Successful remediation of all persistent scarps as needed
[1] If placed sand remains on the beach [2] Additional years may be required if variable does not meet criterion based on previous year			

22. **Shorebird Protection.** The term "shorebird" is used here to refer to all solitary nesting shorebirds and colonial nesting seabirds that nest on Florida's beaches. These conditions are intended to avoid direct impacts associated with the construction of the project and may not address all potential take incidental to the operation and use related to this authorization. The Permittee shall adhere to the shorebird protection conditions during the shorebird breeding cycle, which includes nesting.

    a. Shorebird breeding season dates for this project area are **February 15 through September 1** (note that while most species have completed the breeding cycle by September 1, flightless young may be present through September and must be protected if present).

b. Any parts of the project where "project activities" on the beach take place *entirely outside the breeding season*, do not require shorebird surveys. The term "project activities" includes operation of vehicles on the beach, movement or storage of equipment on the beach, sand placement or sand removal, and other similar activities that may harm or disturb shorebirds. Bird survey routes must be established and monitored throughout the entire breeding season in any parts of the project area where: 1) potential shorebird breeding habitat occurs, and 2) project activities are expected to occur at any time within the breeding season. Breeding season surveys shall begin on the first day of the breeding season or 10 days prior to project commencement (including survey activities and other pre-construction presence on the beach), whichever is later.

c. Bird surveys shall be conducted in all potential beach-nesting bird habitats within the project boundaries that may be impacted by construction or pre-construction activities. One or more shorebird survey routes shall be established by the Permittee to cover project areas which require shorebird surveys. These routes shall be determined in coordination with the FWC Regional Biologist (or their designee) prior to the initiation of construction. Routes shall not be modified without prior notification to the FWC.

d. During the pre-construction and construction activities associated with the project, the Permittee shall ensure that surveys for detecting breeding activity and the presence of flightless chicks shall be completed **on a daily basis** by a qualified bird monitor. This shall be completed prior to movement of equipment, operation of vehicles, or other activities that could potentially disrupt breeding behavior or cause harm to the birds or their eggs or young. If all project activities are completed and all personnel and equipment have been removed from the beach prior to the end of the breeding season, route surveys shall continue to be conducted at least weekly through the end of the breeding season. If breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall establish a buffer in accordance with Specific Condition 23 around the site and shall notify the FWC Regional Biologist (or their designee) within 24 hours. The posts and materials for the shorebird buffer zones shall be removed once all breeding or nesting behavior has ceased.

e. The Permittee shall require the Bird Monitor to conduct a shorebird education and identification program (and/or provide educational materials) with the on-site staff to ensure protection of precocial (mobile) chicks. All personnel are responsible for watching for shorebirds, nests, eggs and chicks. If the Bird Monitor finds that shorebirds are breeding within the project area, the Permittee shall place and maintain a bulletin board in the construction staging area with the location map of the construction site showing the bird breeding areas and a warning, clearly visible, stating that "NESTING BIRDS ARE PROTECTED BY

LAW INCLUDING THE FLORIDA ENDANGERED AND THREATENED SPECIES ACT AND THE STATE and FEDERAL MIGRATORY BIRD ACTS".

23. **Shorebird Monitor Requirements.**

a. The Permittee shall ensure that nesting and breeding shorebird surveys are conducted by trained, dedicated individuals (Bird Monitors) with proven shorebird identification skills and avian survey experience.

b. Bird Monitor(s) shall be required to review and become familiar with the general information, employ the data collection protocol, and implement data entry procedures outlined on the FWC's FSD website (http://www.flshorebirddatabase.org or Florida Shorebird Database). They shall use the data-collection protocol and implement data entry procedures as outlined in that website.

c. The Permittee shall submit a list of Bird Monitors, with their contact information and a summary of qualifications, including bird identification skills and avian survey experience to the FWC Regional Biologist (or their designee) and JCPCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The determination that the selected Bird Monitor(s) meet the required qualifications shall be coordinated between the Permittee and the FWC Regional Biologist (or their designee) . Once approved, the Permittee shall submit the names and contact information of the Bird Monitor(s) who have been approved by the FWC to JCPCompliance@dep.state.fl.us, prior to any construction or shorebird surveys. The Bird Monitor(s) shall meet the following minimum qualifications:

i. Has previously participated in beach-nesting shorebird surveys in Florida (provide references or resume). Experience with previous projects must document the ability to 1) identify all species of beach-nesting birds by sight and sound, 2) identify breeding/territorial behaviors, and find nests of shorebirds that occur in the project area, and 3) identify habitats preferred by shorebirds nesting in the project area.

ii. Have a clear working knowledge of, and adhere to, the *Breeding Bird Protocol for Florida's Seabirds and Shorebirds.* https://app.myfwc.com/crossdoi/shorebirds/PDF-files/BreedingBirdProtocol.pdf

iii. Have completed full-length webinars: Route- Surveyor Training and Rooftop Monitoring Training, including the annual refresher training. Training resources can be found on the *Florida Shorebird Database* (FSD)

website.
https://app.myfwc.com/crossdoi/shorebirds/

iv. Familiar with the FWC beach driving guidelines.
https://myfwc.com/conservation/you-conserve/wildlife/beach-driving/

v. Experience posting beach-nesting bird sites, consistent with the *Guidelines for Posting Shorebird and Seabird Sites in Florida*.
https://flshorebirdalliance.org/media/1055/fsapostingguidelines.pdf

vi. Has registered as a contributor to the FSD.

24. **Shorebird Survey Protocols.** Bird survey protocols, including downloadable field data sheets, are available on the FSD website. All breeding activity shall be reported to the FSD website within one week of data collection. If the use of this website is not feasible for data collection, the FWC Regional Biologist (or their designee) shall be contacted for alternative methods of reporting. The Permittee shall ensure that the Bird Monitors use the following survey protocols:

a. Surveys shall be conducted by walking the length of all survey routes and visually surveying for the presence of shorebirds exhibiting breeding behavior, shorebird chicks or shorebird juveniles, as outlined in the FSD Breeding Bird Protocol for Shorebirds and Seabirds. Use of binoculars (minimum 8x40) is required and use of a spotting scope may be necessary to accurately survey the area. If an ATV or other vehicle is needed to cover large survey routes, the Bird Monitor shall stop at intervals of no greater than 600 feet to visually inspect for breeding activity.

b. Once breeding or nesting behavior is confirmed by the presence of a scrape, eggs or young, the Permittee (or their designee) shall notify the FWC Regional Biologist (or their designee) within 24 hours.

25. **Shorebird Buffer Zones and Travel Corridors.** The Permittee shall require the Bird Monitor(s) and Contractor(s) to meet the following:

a. The Bird Monitor(s) shall establish a disturbance-free buffer zone around any location within the project area where the Bird Monitor has observed shorebirds engaged in breeding behavior, including territory defense. A 300-foot buffer shall be established around each nest or around the perimeter of each colonial nesting area. A 300-foot buffer shall also be placed around the perimeter of areas where shorebirds are seen digging nest scrapes or defending nest territories. All construction activities, movement of vehicles, stockpiling of equipment, and pedestrian traffic are prohibited in the buffer zone. **Smaller, site-specific buffers may be established if approved in writing by the FWC Regional Biologist (or**

their designee). Travel corridors shall be designated and marked outside the buffer areas for pedestrian, equipment, or vehicular traffic.

b. The Bird Monitor(s) shall keep breeding sites under sufficient surveillance to determine if birds appear agitated or disturbed by construction or other activities in adjacent areas. If birds appear to be agitated or disturbed by these activities, then the Bird Monitor(s) shall immediately widen the buffer zone to a sufficient size to protect breeding birds.

c. The Bird Monitor(s) shall ensure that reasonable and traditional pedestrian access is not blocked in situations where breeding birds will tolerate pedestrian traffic. This is generally the case with lateral movement of beach-goers walking parallel to the beach at or below the highest tide line. Pedestrian traffic may also be allowed when breeding was initiated within 300 feet of an established beach access pathway. The Bird Monitor(s) shall work with the FWC Regional Species Conservation Biologist to determine if pedestrian access can be accommodated without compromising nesting success. These site-specific buffers must be determined in coordination with the FWC Regional Biologist (or their designee).

d. The Bird Monitor(s) shall ensure that the perimeters of designated buffer zones shall be marked according to *Guidelines for Posting Shorebird and Seabird Sites in Florida* available at: https://flshorebirdalliance.org/media/1055/fsapostingguidelines.pdf with posts, twine and the FWC-approved signs stating "Do Not Enter, Important Nesting Area" or similar language around the perimeter (see example of signage for marking designated buffer zones at http://myfwc.com/conservation/you-conserve/wildlife/shorebirds/). Posts shall not exceed 3 feet in height once installed. Symbolic fencing (twine, string or rope) should be placed between all posts at least 2.5 feet above the ground and rendered clearly visible to pedestrians. If pedestrian pathway and/or equipment travel corridor modifications are approved by the FWC Regional Biologist (or their designee), these shall be clearly marked. **Posting shall be maintained in good repair until no active nests, eggs, or flightless young are present.** Although solitary nesters may leave the buffer zone temporarily with their chicks, the posted area continues to provide a potential refuge for the family until breeding is complete. Breeding is not considered to be completed until all chicks have fledged.

e. The Permittee shall ensure that no construction activities, pedestrians, moving vehicles, or stockpiled equipment are allowed within the buffer area.

f. The Permittee shall ensure that the Bird Monitor(s) designate and mark travel corridors outside the buffer areas so as not to cause disturbance to breeding birds. Heavy equipment, other vehicles, or pedestrians may transit past breeding areas in these corridors. However, other activities such as stopping or turning heavy

equipment and vehicles shall be prohibited within the designated travel corridors adjacent to the breeding site.

g. When flightless chicks are present within or adjacent to travel corridors, construction-related vehicles shall not be driven through the corridor unless a Bird Monitor is present to adequately monitor the travel corridor. The Permittee shall require the contractor with the oversight of the Bird Monitor(s) to avoid any chicks that may be in the path of moving vehicles. The Permittee shall also require the contractor with the oversight of the Bird Monitor(s) to level any tracks, ruts, or holes that may be capable of trapping flightless chicks, while avoiding any impacts to the chicks.

Notification. Any injury or death of a shorebird (including crushing eggs or young) resulting from project activities shall be reported immediately to the FWC Regional Biologist (or their designee).

26. **Little Estero Island Critical Wildlife Area.** To minimize potential impacts to marine turtles and breeding shorebirds within the Little Estero Island Critical Wildlife Area (CWA), construction-related activities are authorized to occur on the South Beach Fill Segment (R-203 to R-207), commencing after October 31 and completed before March 1. The Permittee shall adhere to the requirements pursuant to Specific Conditions 10 through 25 above for all construction-related activities occurring during marine turtle and shorebird nesting/breeding seasons.

27. Pursuant to Chapter 68A-19.005, F.A.C portions of CWA are closed seasonally for the protection of state-listed beach nesting birds. The Permittee shall ensure all necessary authorizations from the FWC are obtained prior to all construction-related activities within the CWA.

28. **Dune Planting Conditions.** Planting of dune vegetation is encouraged outside of marine turtle nesting season. However, planting activities may occur during the marine turtle nesting season May 1 through October 31 under the following conditions:

a. It is the responsibility of the Permittee to ensure that the project area and access sites are surveyed for marine turtle nesting activity. All nest surveys and activities involving marine turtles shall be conducted only by persons with a valid FWC permit issued pursuant to Florida Administrative Code 68E-1. For information regarding marine turtle permit holders, contact the FWC at MTP@MyFWC.com.

b. Marine turtle nest surveys shall be initiated at the beginning of the nesting season or 65 days prior to installation of plants (whichever is later). Surveys shall continue until completion of the project or through October 31 (whichever is earliest). Surveys shall be conducted throughout the project area and all beach access sites.

c. Any nests deposited in the area shall be left in place. The marine turtle permit holder shall install an on-beach marker at any nest site and a secondary marker located at a point as far landward as possible to ensure that future location of the nest will be possible should the on-beach marker be lost. A series of stakes and survey ribbon or string shall be installed to establish an area of three (3) feet radius surrounding the nest. No planting or other activity shall occur within this area nor shall any activity occur which might cause indirect impacts within this area. Nest sites shall be inspected daily to ensure nest markers have not been removed.

d. The use of heavy equipment (including vehicles such as trucks) is not authorized in marine turtle nesting habitat. A lightweight (ATV style) vehicle, with tire pressures of 10 psi or less can operate on the beach if required.

e. Any vegetation planting shall be installed by hand labor/tools only.

f. All activity shall be confined to daylight hours and shall not occur prior to the completion of all necessary marine turtle surveys and conservation activities within the project area. Nighttime storage of equipment or materials shall be off the beach.

g. In the event a nest is disturbed or uncovered during planting activity, the Permittee shall cease all work and immediately contact the marine turtle permit holder responsible for marine turtle conservation measures within the project area. If a nest(s) cannot be safely avoided during construction, all activity within the affected project area shall be delayed until complete hatching and emergence of the nest.

h. All planting related activities must avoid marked marine turtle nests including those that may be on the beach before and after the marine turtle nesting season dates (May 1 through October 31). Any impacts to nests or marine turtles that inadvertently occur shall be immediately reported the Florida Fish and Wildlife Conservation Commission (FWC) at MarineTurtle@MyFWC.com, and all work shall stop until authorized to continue by the Department and the FWC.

i. All irrigation lines for the dune restoration planting, if proposed, will be temporarily installed along the landward side of the dune only and will be removed once the plants have become established. Any watering necessary along the seaward side of the dune will be done by hand on an "as needed" basis.

29. **Dune Management Plan Conditions.** All dune management activities associated with this project shall adhere to the Fort Myers Beach Dune Management Plan dated **August**

26, 2022. Dune management activities under this plan may occur under the following marine turtle protection conditions:

a. No dune height modifications involving excavation and/or fill activities shall occur during the marine turtle nesting season (May 1 – October 31).

b. For all dune height modifications, including vegetation trimming, conducted under this plan, a lighting survey shall be conducted within 30 days prior to construction and within 30 days after construction or by May 15th, whichever is later, to assess lighting impacts from dune height modifications. A summary report of the surveys and what corrective actions or local enforcement actions have been taken shall be submitted to the FWC at MarineTurtle@MyFWC.com and copied to JCPCompliance@dep.state.fl.us by December 31 of the year in which surveys are conducted.

c. All activities shall avoid marked marine turtle nests including those that may be on the beach before or after the marine turtle nesting season. Any impacts to nests that may have inadvertently occurred or if a marine turtle nest is exposed, or a dead, injured, or sick marine turtle is discovered, the Permittee shall ensure that the Marine Turtle Permit Holder be notified immediately such that appropriate conservation measures can be taken. Within 24 hours of any such occurrence, the Permittee shall submit a report detailing the incident (e.g., date, time, permit number, location, photos, contact information, incident and response descriptions) to the FWC at MarineTurtle@MyFWC.com.

d. No installation of fencing is authorized on marine turtle nesting habitat (sandy beach) during the marine turtle nesting season (May 1 – October 31). All post and rope fencing shall be a single strand of rope at a minimum of three (3) feet in height and posts shall be spaced at least seven (7) feet apart.

e. During the marine turtle nesting season (May 1 to October 31), all mechanical beach cleaning activities conducted under this plan shall be confined to daylight hours (sunrise to sunset) and adhere to the following marine turtle protection conditions:

i. During marine turtle nesting season (May 1 to October 31), the permittee is responsible for ensuring that a daily marine turtle nest survey, protection, and monitoring program is conducted throughout the permitted beach cleaning area. Such surveys and associated conservation measures shall be completed after sunrise and prior to the commencement of any mechanical beach cleaning. The marine turtle survey, protection, and monitoring program shall be conducted only by individuals possessing appropriate expertise in the protocol being followed and a valid F.A.C. Rule 68E-1 Permit issued by the Florida Fish & Wildlife Conservation Commission

(FWC).

ii. In the event that mechanical beach cleaning occurs prior to completion of the marine turtle nest survey, protection, and monitoring program, mechanical beach cleaning shall not occur landward of the wrack or debris line on that beach until 65 days have passed or after November 30, whichever is earlier. The permittee shall contact the Marine Turtle Permit Holder prior to reinitiating mechanical beach cleaning in that area.

iii. All nests left in place shall be marked with a circle of tape or string having a radius of at least three (3) feet, centered at the approximated location of the clutch. An additional marker shall be placed at the base of the dune or seawall to ensure that future location of the nests will be possible should the on-beach markings be lost. No mechanical cleaning equipment is allowed inside of this circle; however, careful removal of material by hand is allowed. All equipment operators should be briefed on the types of marking utilized and should be able to easily contact the individual responsible for the nest survey to verify any questionable areas.

iv. In the event that on-beach nest markers are lost for any reason, including vandalism or high water conditions, no mechanical beach cleaning shall be conducted until the marine turtle permit holder identifies the nest and restores the markers. In the event that the nest cannot be found and may have been lost during high water conditions, the permittee shall contact FWC staff at (850) 922-4330 to determine if mechanical beach cleaning can resume. All marine turtle protection conditions shall remain in effect unless specifically waived in writing by FWC.

v. In order to avoid adverse impacts in the event that cleaning accidentally occurs over a nest, mechanical beach cleaning equipment shall not penetrate more than two inches into the surface of the beach. This permit authorizes the use of a vehicle with a maximum tire pressure of 10 p.s.i. and a rake or cleaning apparatus that limits penetration into the surface of the beach to a maximum of two inches. Box blades and front or rear mounted blades are not authorized. No other types of vehicles may be operated on the beach pursuant to this permit. Mechanized beach cleaning shall be accomplished so that no ruts are formed on the beach.

vi. Burial or storage of any debris (biotic or abiotic) collected is prohibited seaward of any frontal dune, vegetation line, or armoring structure. Removal of accumulated debris from the beach must occur immediately after cleaning has been performed.

vii. Operators of mechanical beach cleaning equipment shall avoid all native, salt tolerant dune vegetation by a minimum of 10 feet. **Any raking within 10 feet of dune vegetation shall be completed by hand labor/tools only.**

SPECIFIC CONDITIONS - MONITORING REQUIRED:

30. Water Quality - Turbidity shall be monitored as follows:

Units: Nephelometric Turbidity Units (NTUs).

Frequency: Monitoring for a pipeline dredge and truck haul placements shall be conducted 3 times daily, approximately 4 hours apart, and at any other time that there is a likelihood of an exceedance of the turbidity standard, during all dredging and sand placement operations.

Monitoring for a hopper dredge shall be conducted for each hopper dredge load during daylight hours. At the dredge site, sampling shall be conducted after overflow from the hopper begins and the associated turbidity plume has reached the edge of the mixing zone. At the fill placement site, sampling shall be conducted after discharge from the hopper begins and the associated turbidity plume has reached the edge of the mixing zone.

Sampling shall be conducted **while the highest project-related turbidity levels are crossing the edge of the mixing zone**. Since turbidity levels can be related to pumping rates, the dredge pumping rates shall be recorded, and provided to the Department upon request. The compliance samples and the corresponding background samples shall be collected at approximately the same time, i.e., background sample shall immediately follow the compliance sample.

Location: ***Background***: Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet). All background sampling shall occur clearly outside the influence of any artificially generated turbidity plume or the influence of an outgoing inlet plume.

Borrow Site: Samples shall be collected at least 300 meters up-current from the source of turbidity at the dredge site.

Beach Site: Samples shall be collected at least 300 meters up-current from any portion of the beach that has been, or is being, filled during

the current construction event, at the same distances offshore as the associated compliance samples.

Compliance: Sampling shall occur at surface (approximately one foot below the surface), mid-depth (for sites with depths greater than 6 feet), and bottom (approximately 6 feet above the bottom for sites with depths greater than 25 feet).

Borrow Site: Samples shall be collected 150 meters down-current from the cutterhead or the hopper dredge overflow point, **and** from any other source of turbidity generated by the dredge, in the densest portion of any visible turbidity plume. If no plume is visible, follow the likely direction of flow.

Beach Site: Samples shall be collected where the densest portion of the turbidity plume crosses the edge of the mixing zone polygon, which measures up to 150 meters offshore and up to 1,000 meters alongshore from the point where the return water from the dredged discharge reenters the Gulf of Mexico. *Note: If the plume flows parallel to the shoreline, the densest portion of the plume may be close to shore, in shallow water. In that case, it may be necessary to access the sampling location from the shore, in water that is too shallow for a boat.*

Calibration and Verification: The instruments used to measure turbidity shall be fully calibrated with primary standards within one month of the commencement of the project, and at least once a month throughout the project. Calibration shall be verified each morning prior to use, after each time the instrument is turned on, and after field sampling using two secondary turbidity "standards" that bracket the anticipated turbidity samples. If the post-sampling calibration verification value deviates more than 8% from the previous calibration value, results shall be reported as estimated and a description of the problem shall be included in the field notes.

Analysis of turbidity samples shall be performed in compliance with DEP-SOP-001/01 FT 1600 Field Measurement of Turbidity:
http://publicfiles.dep.state.fl.us/dear/sas/sopdoc/2008sops/ft1600.pdf

If the turbidity monitoring protocol specified above prevents the collection of accurate data, the person in charge of the turbidity monitoring shall contact the JCP Compliance Officer to establish a more appropriate protocol. Once approved in writing by the Department, the new protocol shall be implemented through an administrative permit modification.

31. The **compliance** locations given above shall be considered the limits of the temporary mixing zone for turbidity allowed during construction. If monitoring reveals turbidity levels at the **compliance** sites that are greater than 29 NTUs above the corresponding background turbidity, construction activities shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. Any such occurrence shall also be immediately reported to the JCP Compliance Officer via email at JCPCompliance@dep.state.fl.us and include in the subject line, "TURBIDITY EXCEEDANCE", and the Project Name and Permit Number. Also notify the Department's Southeast District office.

    Any project-associated turbidity source other than dredging or fill placement for beach nourishment (e.g., scow or pipeline leakage) shall be monitored as close to the source as possible. If the turbidity level 29 NTUs above background, the construction activities related to the exceedance shall **cease immediately** and not resume until corrective measures have been taken and turbidity has returned to acceptable levels. This turbidity monitoring shall continue every hour until background turbidity levels are restored or until otherwise directed by the Department. The Permittee shall notify the Department, by separate email to the JCP Compliance Officer, of such an event within 24 hours of the time the Permittee first becomes aware of the discharge. The subject line of the email shall state "OTHER PROJECT-ASSOCIATED DISCHARGE, TURBIDITY EXCEEDANCE".

    a. When reporting a turbidity exceedance, the following information shall also be included:

        i. the Project Name;

        ii. the Permit Number;

        iii. location and level (NTUs above background) of the turbidity exceedance;

        iv. the time and date that the exceedance occurred; and

        v. the time and date that construction ceased.

    b. Prior to re-commencing the construction, a report shall be emailed to the Department with the same information that was included in the "Exceedance Report", plus the following information:

        i. turbidity monitoring data collected during the shutdown documenting the decline in turbidity levels and achievement of acceptable levels;

        ii. corrective measures that were taken; and

iii. cause of the exceedance.

32. **Turbidity Reports:** All turbidity monitoring data shall be submitted within one week of analysis. The data shall be presented in tabular format, indicating the measured turbidity levels at the compliance sites for each depth, the corresponding background levels at each depth and the number of NTUs over background at each depth. Any exceedances of the turbidity standard (29 NTUs above background) shall be highlighted in the table. In addition to the raw and processed data, the reports shall also contain the following information:

a. time of day samples were taken;

b. dates of sampling and analysis;

c. GPS location of sample and source. *When possible, coordinates should be provided in decimal degrees with a 5 decimal level of precision (i.e., 0.00001). Please also indicate the datum*;

d. depth of water body;

e. depth of each sample

f. antecedent weather conditions, including wind direction and velocity;

g. tidal stage and direction of flow;

h. water temperature;

i. a geo-referenced map, overlaid on an aerial photograph, indicating the sampling locations (background and compliance), location of active construction, the visible plume pattern and direction of flow. The map shall also include the boundaries of any benthic resources or OFW. A sample map shall be submitted to and reviewed by the Department prior to construction (Specific Condition 4);

j. a statement describing the methods used in collection, handling, storage and analysis of the samples;

k. a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, calibration of the meter, accuracy of the data and precision of the GPS measurements;

l. When samples cannot be collected, include an explanation in the report. If unable to collect samples due to severe weather conditions, include a copy of a current report from a reliable, independent source, such as an online weather service.

Monitoring reports shall be submitted by email to the Department's JCP Compliance Officer. In the subject line of the reports, include the Project Name, Permit Number and the dates of the monitoring interval. Failure to submit reports in a timely manner constitutes grounds for revocation of the permit. When submitting this information to the Department's JCP Compliance Officer, on the cover page to the submittal and at the top of each page, please state: **"This information is provided in partial fulfillment of the monitoring requirements in Permit No.0413684-001-JC, for the Estero Island Shore Protection"**

33. **Physical Monitoring.** Monitoring and reporting of the permitted project shall be conducted in accordance with the Physical Monitoring Plan dated December 7, 2021, and the conditions of this permit.

34. The approved Monitoring Plan can be revised at any later time by written request of the Permittee and with the written approval of the Department. If subsequent to approval of the Monitoring Plan there is a request for modification of the permit, the Department may require revised or additional monitoring requirements as a condition of approval of the permit modification.

As guidance for obtaining Department approval, the plan shall generally contain the following items:

a. Topographic and bathymetric profile surveys of the beach and offshore shall be conducted prior to commencement of construction, immediately following completion of construction, and annually beginning one year following completion of construction for a period of three years. Thereafter, monitoring surveys shall be conducted biennially after the Year Three monitoring until the next beach nourishment event or the expiration of the project design life, whichever occurs first.

A pre-construction survey of the project area to receive beach fill may use surveys conducted for purposes of construction bidding, contracting, or construction management. The post-construction survey of the beach fill may use surveys and other information collected periodically during construction for purposes of construction management and payment. Alternatively, the post-construction survey may consist of a single beach-offshore profile survey event of the project monitoring area conducted within 60 days after completion of beach fill placement.

The monitoring surveys shall be conducted during a spring or summer month and repeated as close as practicable during that same month of the year. If the time period between the immediate post-construction survey and the first annual monitoring survey is less than six months, then the Permittee may at their

discretion postpone the first monitoring survey until the following spring/summer.

The monitoring area shall include profile surveys at each of the Department of Environmental Protection's reference monuments within the bounds of the beach fill area and along at least 5,000 feet of the adjacent shoreline on both sides of the beach fill area. All work activities and deliverables for all monitoring surveys shall be conducted in accordance with the latest update of the Department's *Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100*.

b. The Permittee shall submit an engineering report and the monitoring data to the Department within 90 days following completion of the construction and each annual and biennial monitoring survey.

The report shall summarize and discuss the data, the performance of the beach fill project, and identify erosion and accretion patterns within the monitored area. Results shall be analyzed for patterns, trends, or changes between annual surveys and cumulatively since project construction. In addition, the report shall include a comparative review of project performance to performance expectations and identification of adverse effects attributable to the project. The report shall specifically include:

i. A record of the volume and location of all beach fill, including any sand placed from the Estero Island Nourishment Project (FDEP Permit Number: 0413684-001-JC) within the project area;

ii. The volume and percentage of advance nourishment lost since the last beach nourishment project as measured landward of the mean high water (MHW) line of the most recent survey;

iii. The most recent MHW shoreline positions (feet) in comparison with the design profile at each individual monument location;

iv. The MHW shoreline position changes (feet) relative to the pre-construction survey at each individual monument location for all the monitoring periods;

v. The total measured remaining volume (cubic yards) in comparison with the total predicted remaining volume (cubic yards) above the MHW line and above the Depth of Closure for the entire project area over the successive monitoring periods; and,

vi. Other shoreline position and volumetric analysis the Permittee or Engineer deem useful in assessing, with quantitative measurements, the performance of the project.

The report shall include computations, tables and graphic illustrations of volumetric and shoreline position changes for the monitoring area. An appendix shall include superimposed plots of the two most recent beach profile surveys, the design profile, and pre- and post-construction beach profile at each individual monument location.

c. An electronic copy of the monitoring report and the survey data shall be submitted to the Department's JCP Compliance Officer. Failure to submit reports and data in a timely manner constitutes grounds for revocation of the permit. When submitting any monitoring information to the Department, please include a transmittal cover letter clearly labeled with the following at the top of each page: **This monitoring information is submitted in accordance with the approved Monitoring Plan for Permit No. 0413684-001- JC for the monitoring period [XX].**

POST CONSTRUCTION CONDITIONS

35. Within 30 days after completion of authorized activities, the Permittee shall submit a notice of completion to the JCP Compliance Officer that includes the following information:

a. The permit number (0413684-001-JC) and the project name (Estero Island Beach Nourishment Project).

b. A copy of any post-construction As-Built Survey drawings required of the Contractor. If any of the completed activities differ substantially from the permitted plans, any substantial deviations shall be noted and explained.

c. A summary of the construction event (the date on which authorized activities began and the date of completion, the volume of sand placed and/or dredged as well as the source of sand and the R-monument locations for construction activities).

d. A table identifying any exceedances of turbidity standards that occurred during dredging or disposal, the probable causes of the exceedances, and corrective measures taken to reduce turbidity.

e. A table identifying any known impacts to biological resources (including SAV and Hardbottom communities) and, the probable causes of the impacts, and corrective measures taken.

f. A table identifying any harm or injury to threatened species, endangered species or protected species, endangered status communities, the probable causes of the take and corrective measures taken.

36. **Post-Construction Meeting.** Within 90 days following each construction activity authorized by this permit, the Permittee shall hold a post-construction conference. Attendees shall include at minimum, the Permittee, Agent, Department representative, and FWC representative.

EXECUTION AND CLERKING:

Executed in Tallahassee, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Gregory W. Garis.
Program Administrator
Beaches, Inlets and Ports Program
Office of Resilience and Coastal Protection

Attachment(s):

1. Approved Permit Drawings (33 pages, dated November 3, 2022)
2. Dune Management Plan (dated August 26, 2022)
3. QA/QC (dated December 7, 2021)
4. Physical Monitoring Plan (dated December 7, 2021)

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this permit and all attachments were sent on the filing date below.

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Diana Dukhovskaya 01/18/2023
Clerk **Date**

GRAYROBINSON

R. Gregory Hyden | Greg.Hyden@gray-robinson.com | **D** 561.405.4254
One Boca Place, 2255 Glades Road, Suite 301E, Boca Raton, Florida 33431 | **T** 561.368.3808 | **F** 561.368.4008

November 7, 2025

VIA FEDERAL EXPRESS *3950 8744 9930*
Town of Fort Myers Beach
Attn: William McKannay
6231 Estero Boulevard
Fort Myers Beach, Florida 33931

re: Temporary Beach Access, Restoration and Management Easement

Dear Mr. McKannay,

As you know, this firm represents Castle Beach Club Homeowners Association, Inc. ("Association"). I previously sent you a letter dated October 10, 2025 whereby I advised that the Temporary Beach Access, Restoration and Management Easement ("Easement") entered into on February 27, 2023 by and between yourself and Sharon Hegstrom on behalf of the Association. If you recall, I advised that this stemmed from the prior Board's failure to comply with Fla. Stat. § 718.112(2)(c).

The Association's Board of Director's held a duly noticed meeting on October 22, 2025, to discuss the ratification of the Association's invalid approval of the Easement. The Board of Directors chose not to ratify the approval and thus the Easement is null and void as Christina Zuniga's signature is invalid. The Association is certainly eager to find a path forward with the Town and so I would welcome an opportunity to discuss this with you further. Should you have any questions or concerns, please do not hesitate to contact me.

Many Thanks,

R. Gregory Hyden

R. GREGORY HYDEN

Town of Fort Myers Beach
NOV 12 2025
Received by:_____

Outlook

berm castle beach 8300 estero

From Raymond Ruddy <rayruddy34@gmail.com>
Date Wed 9/3/2025 4:15 PM
To Chadd Chustz <Chadd@fmbgov.com>; Kristin Angel <kangel717@gmail.com>; Rusti Clinger <rusticlinger@yahoo.com>

Hi Chad,

Kristin informed me that you let her know that the town was intending to plan sea oats on the berm in front of the building. She said some signed document had authorized this.

We do not have authorization from our association to allow plantings and if this was signed, it was not by an authorized signer.

Can you please provide me some documentation as to how this was authorized and what are options. Our owners are not in favor or adding plantings to our beach.

Thank you

Ray

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Outlook

Re: my signature on berm plantings

From rusti clinger <rusticlinger@yahoo.com>
Date Thu 9/4/2025 2:33 PM
To Ray Ruddy <rayruddy34@gmail.com>; Kristin Angel <kangel717@gmail.com>; Bob Collier <rlcollier97@gmail.com>; Bill Martha Sunkenberg <msunkenberg@stny.rr.com>; Sharon Hegstrom <mommzie@aol.com>
Cc Chadd Chustz <Chadd@fmbgov.com>; Amy Riccio <amyr@sandcastlecm.com>

I believe a decision like this would need to be made by a vote of owners and not the board. It impacts our entire community. I also think it is misleading to say that a berm such as the one in front of our building would have negated the effects of a hurricane such as Ian. We are so far from the water edge at this point that we have a bigger risk of water coming up across the street and through our front lot than the back.

The biggest issue is that a decision impacting all owners was signed off on without any knowledge to the community.

Thursday, September 4, 2025 at 02:20:09 PM EDT, Sharon Hegstrom <mommzie@aol.com> wrote:

Here is a copy of the agreement I signed as Board President. It is a legal document. Before a decision was made Tom Herman and I attended a meeting at Diamond Head.

The berm which is seven miles of the island
At a cost of 23 million is essential to helping to save our building and the entire island that is still being restored from Hurricane damage. Please note CWA and homes beyond it had only some damage due to sea oats protection

The
Sea oats are mandatory and are only 15 % of the plantings at the ends of the berm which will be maintained by Bill Perry so they do not spread. Two other plants will be part of it as well. You as the board should choose the other two. Yellow flowers and railroad grass are two available choices

Sent from my iPhone

Begin forwarded message:

> **From:** Chadd Chustz <Chadd@fmbgov.com>
> **Date:** September 4, 2025 at 8:18:27 AM EDT
> **To:** Sharon Hegstrom <mommzie@aol.com>
> **Subject: RE: my signature on berm plantings**
>
> Please see attached. I can call later.

Chadd Chustz
Project Manager, Marine Operations
Town of Fort Myers Beach
2731 Oak St
Fort Myers Beach, FL 33931
Phone: (239) 765-0202

From: Sharon Hegstrom <mommzie@aol.com>
Sent: Thursday, September 4, 2025 8:16 AM
To: Chadd Chustz <Chadd@fmbgov.com>
Subject: my signature on berm plantings

Good morning Chadd

Kristin says you said I signed for sea oats on berm. If so is there a way to reverse that?

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Note: Florida has a very broad public records law. Most communication(s) to or from Fort Myers Beach officials regarding Town business are public records available to the public and media upon request. Your email communications and email address may be subject to public disclosure.

Florida Department of
Environmental Protection

Memorandum

DATE: October 4, 2001

TO: File Number VLE 00-21
CASTLE BEACH CONDOMINIUM ASSOCIATION, INC.

THRU: Tony McNeal
P.E. Administrator

THRU: Jim Martinello
Environmental Manager

FROM: Earlene J. Wilson
Environmental Specialist

SUBJ: VIOLATION ASSESSMENT

A site inspection of property located at 8300 Estero Boulevard in Fort Myers Beach, revealed the unauthorized placement of asphalt paving under an existing five story building without benefit of a permit from the DEP. The property is owned by Castle Beach Condominium Association, Inc.

By letter dated 12/8/00, the department cited John Violette of Castle Beach Condo Association for the unauthorized activity. The department's letter was received on 12/15/00.

Arthur Scrivens telephoned the department on 1/17/01 regarding the asphalt paving. Mr. Scrivens question the permit requirement since there was no damage to the beach, dune and vegetation. The department informed Mr. Scrivens that the activity is seaward of the control line, ergo, a permit is required. Mr. Scrivens stated that a permit for the activity had been received from Lee County.

On 2/12/01, the department received after-the-fact application file number LE-964 ATF. By letter dated 3/14/01, additional information was requested by the department to complete the application.

Various information was received by the department on 4/11/01 but deemed incomplete; therefore, a second request for additional information was requested by letter dated 5/1/01, and a third request for additional information was dated 6/18/01.

The application was deemed complete on 7/9/01.

Prior knowledge and intent can be established in this instance. As owners of gulf-front property, Castle Beach Condominium Association, Inc., knew or should have known that a permit from this department is required prior to any activities seaward of the coastal construction control line. However, the area was previously crushed shell or gravel and Mr. Scrivens stated that they did not realize that a DEP permit was required and were not advised of such when they received the Lee County permit.

The department's engineering staff will recommend approval of the after-the-fact application.

Pursuant to Rules 62B-54.001(a) and 62B-54.002(1), Florida Administrative Code, it does not appear that this violation was willfully committed. Therefore, it is recommended that no fine be assessed in this instance.

cc: Celora Jackson
Jennie Cowart
LE-964 ATF

PREFERRED CONDOMINIUM MANAGEMENT CORP.
P. O. BOX 3368
BONITA SPRINGS, FLORIDA 34133
941 992 7766

RECEIVED
JUL 09 2001
OFFICE OF BEACHES
& COASTAL SYSTEMS

July 7, 2001

Celora Jackson, Engineer
Office of Beaches and Coastal Systems
Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, Fl. 32399-3000

Dear Ms. Jackson:

Re: File LE 964
Castle Beach Condominium Association, Inc.

Pursuant to your letter of June 18, 2001 we are enclosing a dimensioned site plan showing the location of the proposed paved area measured perpendicular to the coastal control line.

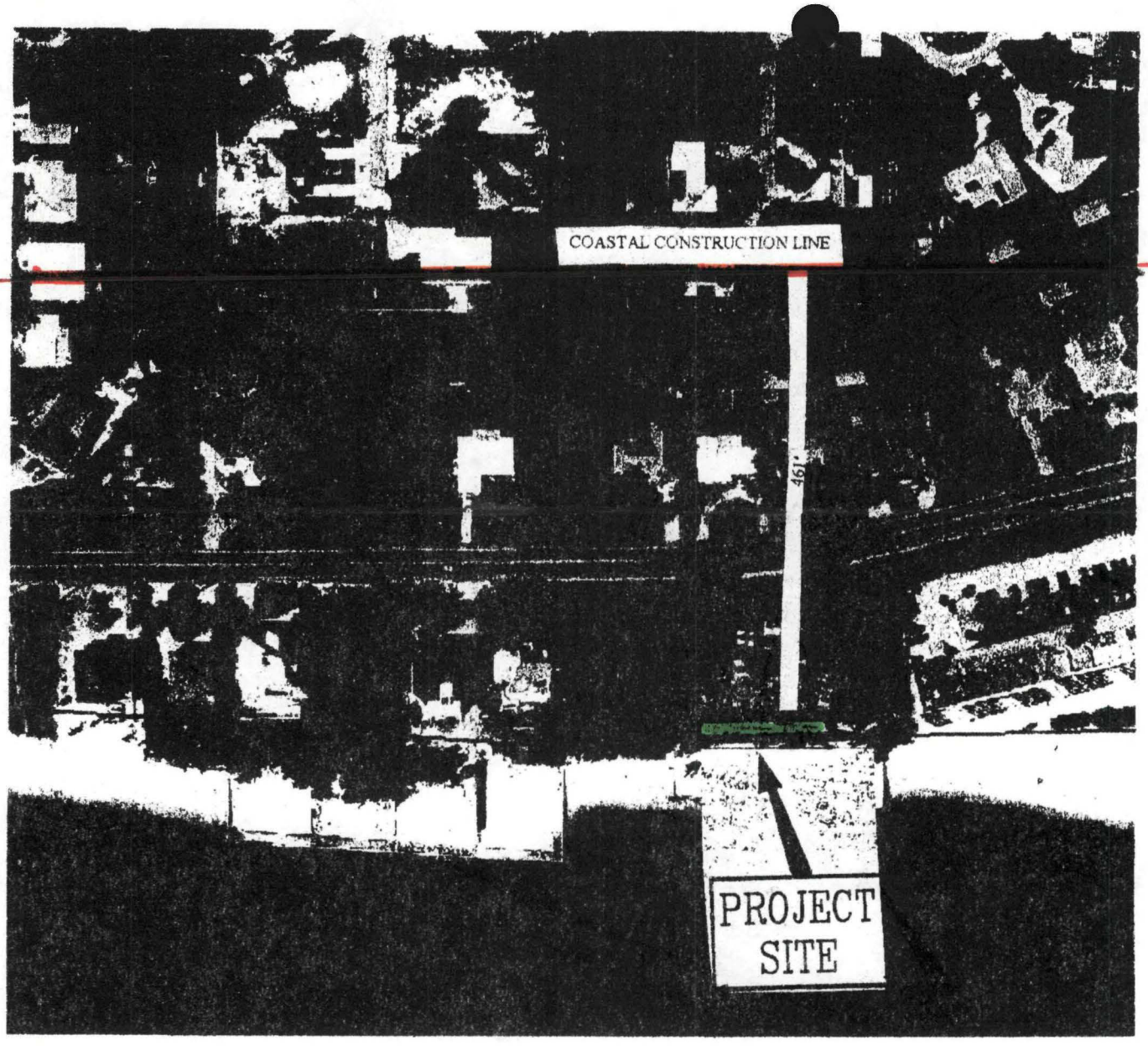
Thank you for your cooperation on the matter.

Very truly yours,

Arthur Skrivan

AS:t

encl.



RECEIVED
JUL 09 2001
OFFICE OF BEACHES
& COASTAL SYSTEMS

CASTLE BEACH CONDOMINIUM
8300 ESTERO BLVD
FORT MYERS BEACH, FL. 33931

LE-964

Department of
Environmental Protection

Jeb Bush
Governor

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

David B. Struhs
Secretary

June 18, 2001

Arthur Skrivan, Managing Agent
Castle Beach Condominium Association, Inc.
Post Office Box 3368
Bonita Springs, Florida 34133

Dear Mr. Skrivan:

THIRD REQUEST FOR ADDITIONAL INFORMATION
FILE NUMBER: LE-964
APPLICANT NAME: Castle Beach Condominium Association, Inc.

Thank you for your recent response of May 21, 2001.

However, please be advised that your permit application is still considered to be incomplete as provided for by Section 120.60, Florida Statutes, and Rule 62B-33, Florida Administrative Code. Receipt of some of the information, previously requested in my letter dated March 16, 2001, is still required. The items of information listed below are numbered to correspond with the item numbers on the application form. **Bolded text in the corresponding item numbers is bolded for emphasis of some specific information required for that item number or an additional note for required information associated with that item number.**

10. Two copies of detailed final construction plans and specifications for all proposed structures or excavation including all planned appurtenant structures, permanent exterior lighting, and utilities. For major structures and rigid coastal structures these documents shall be signed and sealed by the design engineer or architect (as appropriate), who must be registered in the State of Florida, and shall bear the certification specified in sections 62B-33.007(3)(b) and (o), Florida Administrative Code, and the **site plan** shall include all information required in section 62B-33.008(1)(g), and 62B-33.008(1)(i), Florida Administrative Code.

    Before the application can be considered complete the following minimum information is required:

    - **A dimensioned site plan showing the location of the proposed paved area with distances measured perpendicular to the control line.**

If I may be of any further assistance, please contact me by telephone at 850/487-4475 extension 190.

Sincerely,

Celora Jackson, Engineer
Office of Beaches and Coastal Systems

CJ/kbc

PREFERRED CONDOMINIUM MANAGEMENT CORP.
P. O. BOX 3368
BONITA SPRINGS, FLORIDA 34133
941 992 7766

RECEIVED
MAY 2 1 2001
OFFICE OF BEACHES
& COASTAL SYSTEMS

May 17, 2001

Ms. Celora Jackson, Engineer
Office of Beaches and Coastal Systems
3900 Commonwealth Blvd.
Tallahassee, Fl. 32399-3000

Dear Ms. Jackson:

Re: File LE 964
Castle Beach Condominium Association, Inc..

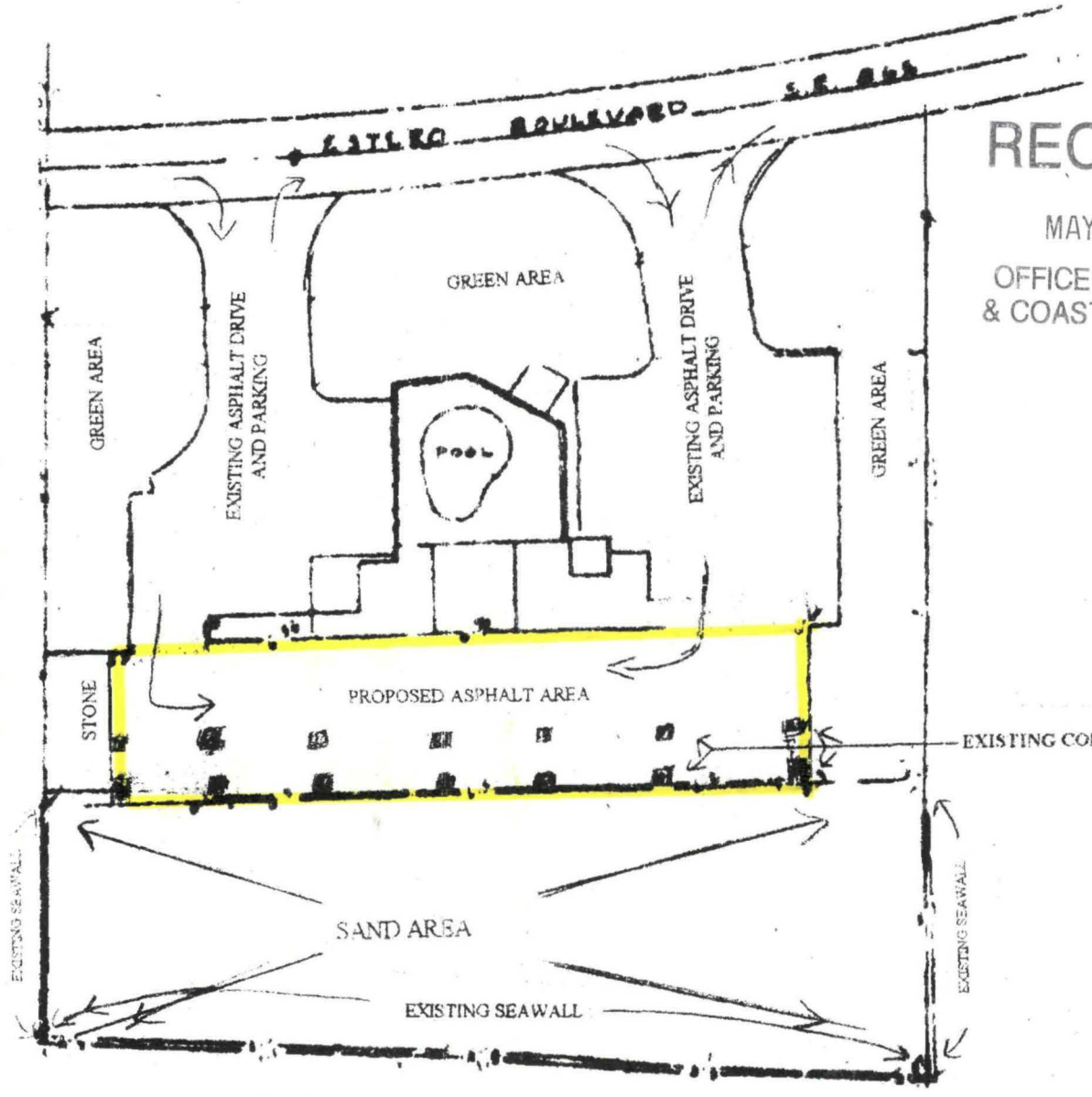
Pursuant to your letter of May 1, 2001 we are enclosing two copies of the final construction plans. The subject project consists of black topping an existing stone parking and drive area under an existing four story building. No new structures or excavation have been done or will take place. No lighting or utilities have been or will be involved in the subject project or construction site. The area in question has been used as a parking area for vehicles for the past twenty years.

The subject project does nor affect any storm water run off, dunes, vegetation or turtle nesting areas.

Very truly yours,

Arthur Skrivan

AS:T
encl.



RECEIVED
MAY 2 1 2001
OFFICE OF BEACHES
& COASTAL SYSTEMS

N

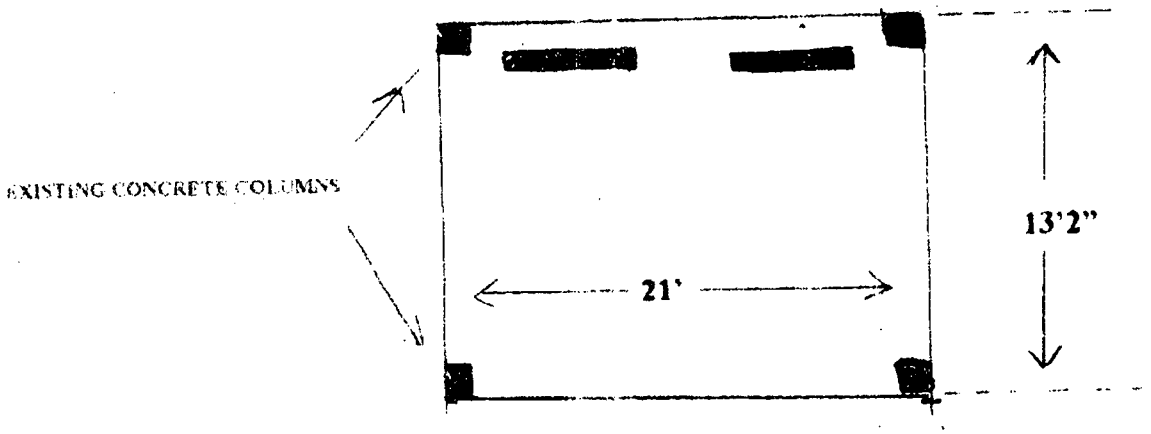
NOT TO SCALE

WATERS OF THE GULF OF MEXICO

CASTLE BEACH CONDOMINIUM
PROPOSED ASPHALT DRIVE AND PARKING AREA UNDER EXISTING BUILDING

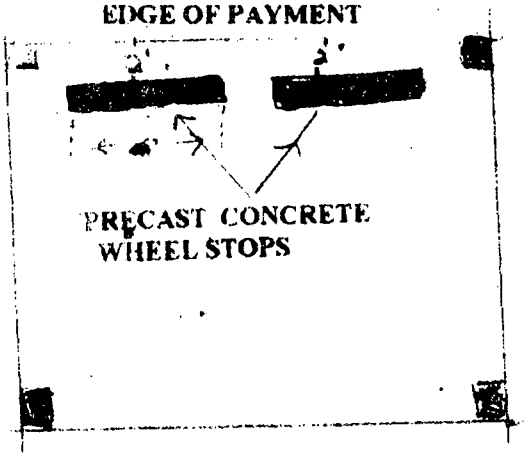
LE-964

TYPICAL PARKING AREA FOR TWO CARS



RECEIVED
MAY 2 1 2001
OFFICE OF BEACHES
& COASTAL SYSTEMS

NOT TO SCALE



CONTRACTOR NOTES

All work is to be done in conformity with the City of Fort Myers Beach and Lee County codes and ordinances.

The contractor shall take all necessary precautions to safeguard all existing structures, utilities, overhead pipes and survey markers in the area.

All material, debris shall be legally disposed of by the contractor.

Contractor shall at all time take all necessary precautions not to damage or destroy any existing dunes or vegetation.

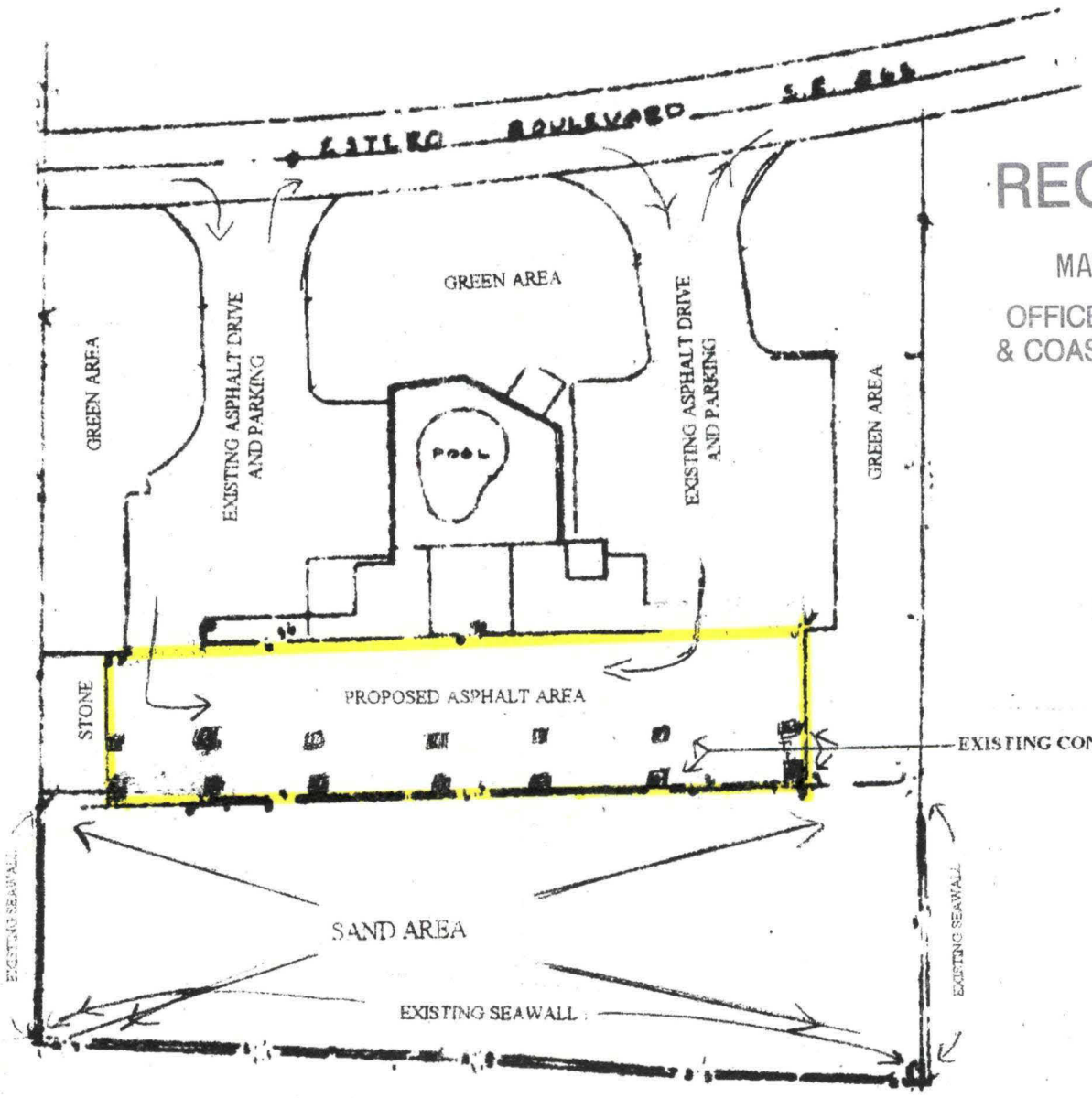
The area to be paved consists of approximately 6938 square feet. An area 165' x 42'. The only area to be paved is under the existing four story building.. No additional area is to be paved.

Contractor shall compact existing ground surface by using a ten ton vibratory compactor to assure proper compacted base. Mechanically spread approximately 770 square yards of 1!/2" compacted thickness of type S-3 hot asphalt.

Replace 12 car stops to original locations.

Area to be paved shall be used for parking 12 vehicles and driveway.

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MAY 2 1 2001
OFFICE OF BEACHES
& COASTAL SYSTEMS



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MAY 2 1 2001
OFFICE OF BEACHES
& COASTAL SYSTEMS

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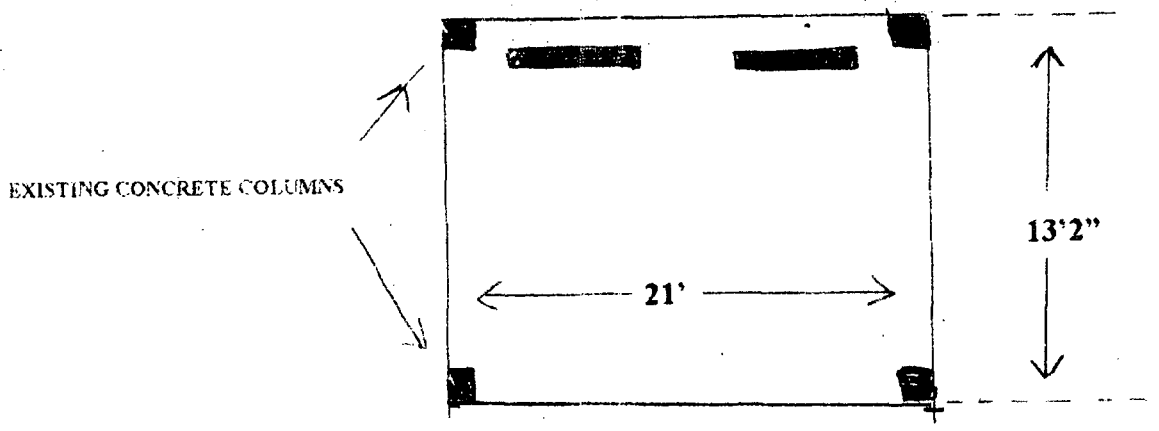
NOT TO SCALE

WATERS OF THE GULF OF MEXICO

CASTLE BEACH CONDOMINIUM
PROPOSED ASPHALT DRIVE AND PARKING AREA UNDER EXISTING BUILDING

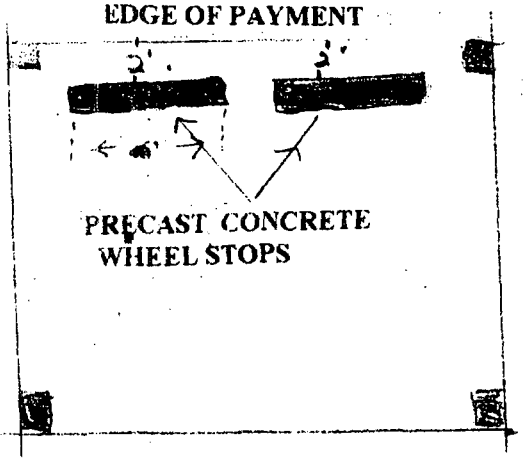
LE-964

TYPICAL PARKING AREA FOR TWO CARS



RECEIVED
MAY 2 1 2001
OFFICE OF BEACHES
& COASTAL SYSTEMS

NOT TO SCALE



CONTRACTOR NOTES

All work is to be done in conformity with the City of Fort Myers Beach and Lee County codes and ordinances.

The contractor shall take all necessary precautions to safeguard all existing structures, utilities, overhead pipes and survey markers in the area.

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The area to be paved consists of approximately 6938 square feet. An area 165' x 42'. The only area to be paved is under the existing four story building.. No additional area is to be paved.

Contractor shall compact existing ground surface by using a ten ton vibratory compactor to assure proper compacted base. Mechanically spread approximately 770 square yards of 1!/2" compacted thickness of type S-3 hot asphalt.

Replace 12 car stops to original locations.

Area to be paved shall be used for parking 12 vehicles and driveway.

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MAY 2 1 2001
OFFICE OF BEACHES
& COASTAL SYSTEMS

Department of Environmental Protection

Jeb Bush
Governor

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

David B. Struhs
Secretary

May 1, 2001

Arthur Skrivan, Managing Agent
Castle Beach Condominium Association, Inc.
Post Office Box 3368
Bonita Springs, Florida 34133

Dear Mr. Skrivan:

SECOND REQUEST FOR ADDITIONAL INFORMATION
FILE NUMBER: LE-964
APPLICANT NAME: Castle Beach Condominium Association, Inc.

Thank you for your recent response of April 11, 2001.

However, please be advised that your permit application is still considered to be incomplete as provided for by Section 120.60, Florida Statutes, and Rule 62B-33, Florida Administrative Code. Receipt of some of the information, previously requested in my letter dated March 16, 2001, is still required. The items of information listed below are numbered to correspond with the item numbers on the application form. **Bolded text in the corresponding item numbers is bolded for emphasis of some specific information required for that item number or an additional note for required information associated with that item number.**

10. Two copies of detailed final construction plans and specifications for all proposed structures or excavation including all planned appurtenant structures, permanent exterior lighting, and utilities. For major structures and rigid coastal structures these documents shall be signed and sealed by the design engineer or architect (as appropriate), who must be registered in the State of Florida, and shall bear the certification specified in sections 62B-33.007(3)(b) and (o), Florida Administrative Code, and the **site plan** shall include all information required in section 62B-33.008(1)(g), and 62B-33.008(1)(i), Florida Administrative Code.

    Before the application can be considered complete the following minimum information is required:

    - **A dimensioned site plan showing the location of the proposed paved area with distances measured perpendicular to the control line**
    - **Construction detail and cross-section of the proposed work**
    - **Construction details and plans for any storm water improvements which may be performed due to the nature of the proposed work**

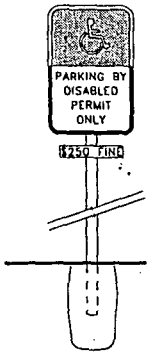
I have enclosed an example of a pavement construction detail as per our conversation.

If I may be of any further assistance, please contact me by telephone at 850/487-4475 extension 190.

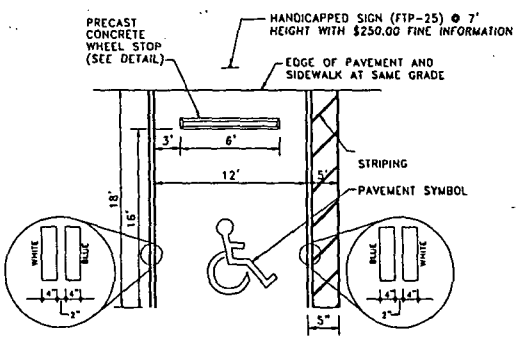
Sincerely,

Celora Jackson, Engineer
Office of Beaches and Coastal Systems

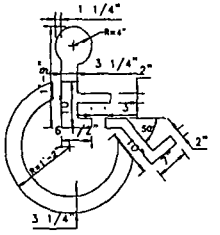
CJ/kbc
cc: Castle Beach Condominium Association, Inc., Property Owner



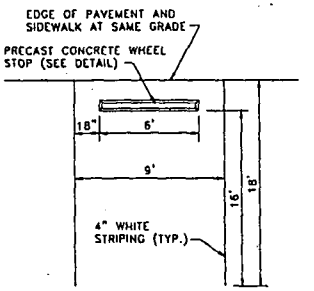
HANDICAPPED SIGN
N.T.S.



TYPICAL HANDICAPPED
PARKING SPACE
WITH OUT CURB
N.T.S.

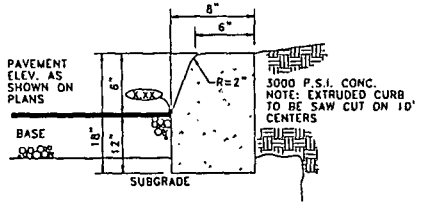


PAVEMENT SYMBOL
N.T.S.



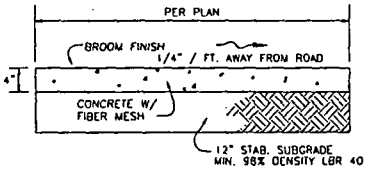
TYPICAL PARKING SPACE
N.T.S.

OFFICE OF BEACHES
& COASTAL SYSTEMS
APR 19 2001
RECEIVED



TYPE "D" CURB
N.T.S.

ALL CONCRETE WALKS SHALL CONFORM TO SECTION 522 OF THE FDOT STANDARDS FOR ROAD & BRIDGE CONSTRUCTION, LATEST EDITION



SECTION
SIDEWALK DETAIL
N.T.S.

NOTES

1. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE, CONSTRUCTION PLANS AND THE CONTRACT DOCUMENTS, AND SHALL CONDUCT HIS WORK IN STRICT ACCORDANCE WITH ALL PERMITS AND APPROVALS OBTAINED FOR THIS PROJECT.
2. CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY ERRORS OR DISCREPANCIES OF THE PLANS PRIOR TO CONSTRUCTION.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF MARCO ISLAND CODE OF ORDINANCES, AS AMENDED AND STANDARDS & SPECIFICATION MANUAL, (LATEST REVISIONS)
4. THE REVIEW AND APPROVAL OF IMPROVEMENT PLANS DOES NOT AUTHORIZE THE CONSTRUCTION OF REQUIRED IMPROVEMENTS WHICH ARE INCONSISTENT WITH EXISTING EASEMENTS OF RECORD.
5. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES, UTILITIES, AND SURVEY MARKERS IN THE AREA.
6. ALL MATERIALS, DEBRIS, UNSUITABLE EARTH, ETC. OF NO SALVAGE VALUE SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR.
7. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY PRIOR TO COMMENCING WORK WITHIN SUCH AGENCY'S JURISDICTION.
8. ALL CONSTRUCTION SHALL BE IN COMPLIANCE WITH O.S.H.A. SAFETY STANDARDS, INCLUDING O.S.H.A. TRENCH SAFETY STANDARDS.

CO-715 M1

SHEET 5 OF 5
FILE NO: 99.464

COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

4/14/01

COASTAL
ENGINEERING
CONSULTANTS
INC.
A CECI GROUP COMPANY
Serving Florida Since 1977

17595 S. Tamiami Trail, #102
Fort Myers, Florida 33908

Civil Engineering
Survey & Mapping
Coastal Engineering
Real Estate Appraisal
Environmental Assessment

Phone: (941)590-9900
Fax: (941)590-9909
www.coastalengineering.com
E-Mail: englee@cecill.com

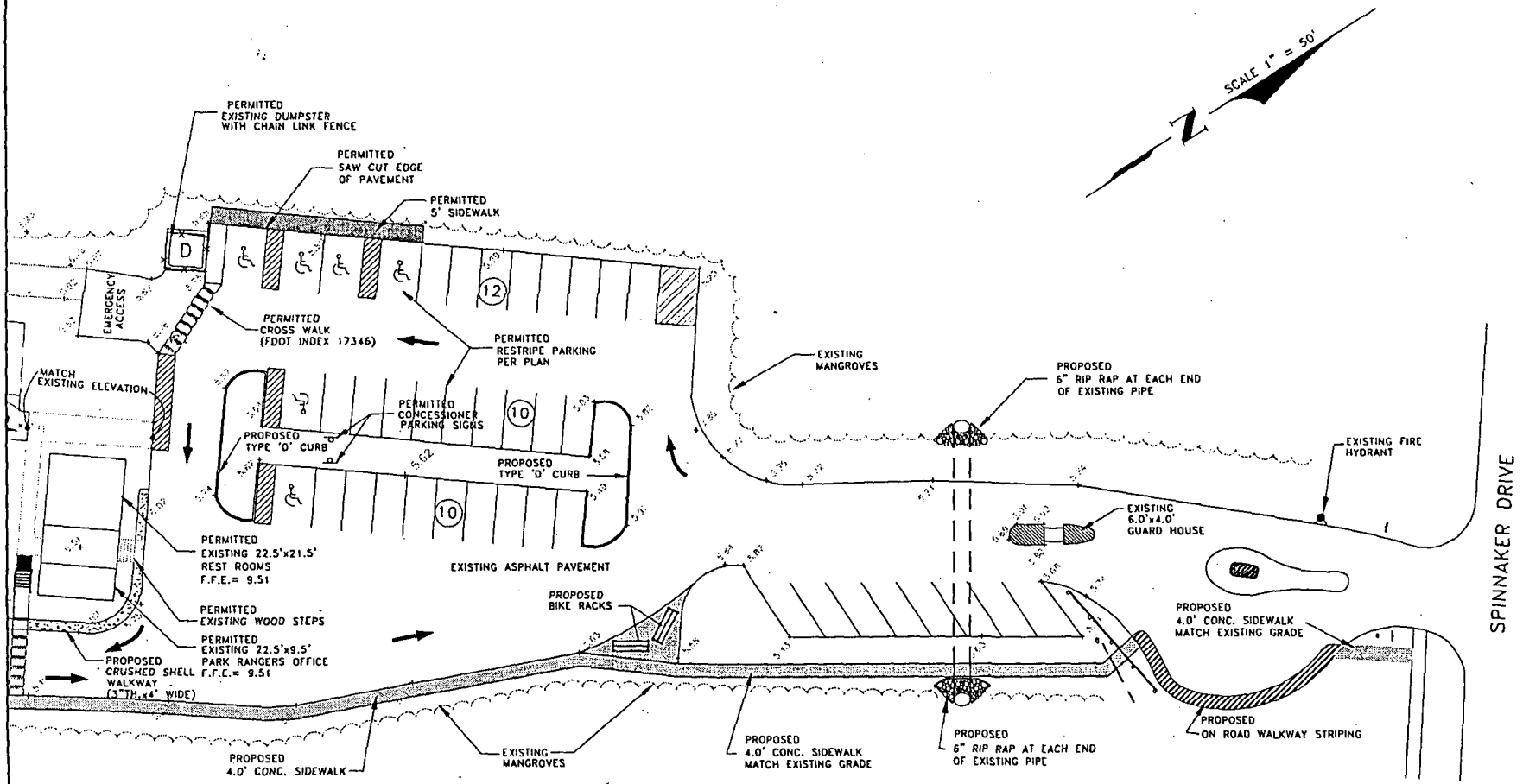
CLIENT: COLLIER COUNTY PARKS AND RECREATION

TITLE: TIGERTAIL BEACH
DETAILS

DRAWN:	KJJ
CHECKED:	XLH
ACAD NO.	99464
PROJ. NO.	99.464
F.B.	PG.
REF. NO.	
SCALE:	NTS
SEC. 7 / TWP. 52S / RNG. 26E	
DATE:	APRIL 2001

NO.	DATE	BY	REVISION DESCRIPTION

MATCH LINE (SEE SH. T 3)



COASTAL ENGINEERING CONSULTANTS, INC.
FLORIDA BUSINESS AUTHORIZATION NO. LB 2464

FILE NO. 99464
SHEET 4 OF 5

4/14/01

COASTAL ENGINEERING CONSULTANTS INC.
A CECI GROUP COMPANY
Serving Florida Since 1977

17595 S. Tamiami Trail, #102
Fort Myers, Florida 33908

Civil Engineering
Survey & Mapping
Coastal Engineering
Real Estate Appraisal
Environmental Assessment

Phone: (941)590-9900
Fax: (941)590-9909
www.coastalengineering.com
E-Mail: englee@cecifl.com

CLIENT: COLLIER COUNTY PARKS AND RECREATION

TITLE:

TIGERTAIL BEACH
PROPOSED MODIFICATIONS TO SITE IMPROVEMENT PLAN 'NORTH'

DRAWN:	KIII
CHECKED:	KLH
ACAD NO.	99464
PROJ. NO.	99.464
F.B.	PG.
REF. NO.	
SCALE:	1"=50'
SEC. 7	TWP. 52S
	RNG. 26E
DATE:	APRIL 2001

NO.	DATE	BY	REVISION DESCRIPTION

Cashlisting	Cashlist Area	Description	Contact	Date Deposited
27723	3735A	DWF-BEACHES & COASTAL SYSTEMS	JOANNE BROWN	10-APR-2001

Object	Trans#	DDN	Receipt Num	PNR	Name	Check Num	Amount	Reference Acct	Payment	Remittance	Fund
1016	17962		350141		JAMES N. HIGGINS	1201	500.00		452644	426130	PFTF
	17962		350142		JAMES N. HIGGINS	1200	200.00		452645	426131	PFTF
	17962		350143		RICK & SUE GLAWE	2755	500.00		452646	426132	PFTF
	17962		350144		BINA ASPEN & MARTINE ALIA	2346	1,500.00		452647	426133	PFTF
	17962		350145		KEVIN PARTEL	2832	500.00		452648	426134	PFTF
	17962		350147		BLACKBURN & SONS	11764	2,500.00		452650	426136	PFTF
	17962		350148		LANDMAR GROUP LLC	002921	500.00		452651	426137	PFTF
	17962		350149		CASTLE BEACH CONDO. ASSOC	1212	1,000.00		452652	426138	PFTF
	17962		350150		ZOM INC.	605266	7,000.00		452653	426139	PFTF
	17962		350151		TOM OR DIANNE ALISON	4662	2,200.00		452654	426140	PFTF
	17962		350152		BY THE SEA RESORTS INC.	1012	1,000.00		452655	426141	PFTF

Object Code Subtotal: 17,400.00

Cashlisting Total: 17,400.00

LE 964

PREFERRED CONDOMINIUM MANAGEMENT CORP.
P. O. BOX 3368
BONITA SPRINGS, FLORIDA 34133
941 992 7766

April 6, 2001

Celora Jackson, Engineer
Office of Beaches and Coastal Systems
Department of Environmental Protection
3900 Commonwealth Blvd.
Tallahassee, Fl. 32399-3000

RECEIVED
APR 11 2001
OFFICE OF BEACHES
& COASTAL SYSTEMS

Dear Ms. Jackson:

Re: File LE 964
Castle Beach Condominium Association, Inc.

Pursuant to your March 14, 2001 letter we are enclosing the following:

a) Signed letter from Rebecca Whitney regarding local governmental approval for the subject project.

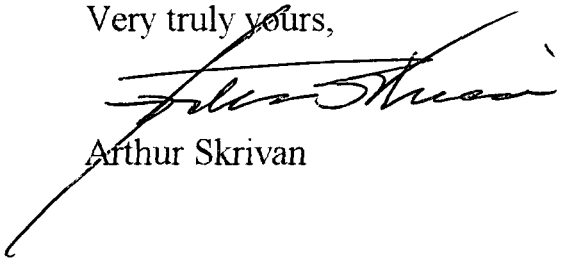
b) Two copies of final construction plans. The subject project consists of black topping an existing stone parking and drive area under an existing four story building. No new structures or excavation has or will take place. No lighting or utilities have been or will be involved in the subject project or construction site. The area in question has been used as a parking area for vehicles for the past twenty years.

The subject project does not affect any storm water run offs, dunes or turtle nesting areas.

c) Check in the amount of $1,000.00

d) The subject project has been completed in November 2000.

Very truly yours,



Arthur Skrivan

AS:t

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (941) 479-8585

John E. Manning
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

July 14, 2000

Mr. Art Skrivan
Castle Beach Condominium
8300 Estero Boulevard
Fort Myers Beach, Florida 33931

RE: Letter of Transmittal - LDO2000-00233

Dear Mr. Skrivan:

Attached please find your letter of transmittal which was requested by Russell Rakestraw on March 28, 2000. This letter of transmittal will authorize the paving under the existing condominium building.

If you have any questions, please do not hesitate to contact me @ 941-479-8385. I apologize for the length of time it has take me to respond to this request. A copy of your approval will stay on file in our Department.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Division of Development Services

Rebecca Whitney
Development Review Representative

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APR 11 2001
OFFICE OF BEACHES
& COASTAL SYSTEMS

attachments: site plan, letter of transmittal and receipt.

SUNCOAST PAVING INC.

15140 ANCHORAGE WAY
FORT MYERS, FL 33908
(813) 275-1644

Left msg 10/23/00 Mailed 10/5/00 Called 10/30 left word

QUALITY ASPHALT PAVING

QUOTE DATE: 2/14/00

SUBMITTED TO: Castle Beach
ADDRESS: ~~3800~~ 8300 Estero Blvd
CONTACT NAME: 992-7766

PHONE:
FAX:

RECEIVED
APR 11 2001
OFFICE OF BEACHES & COASTAL SYSTEMS

PROJECT NAME:
PROJECT TOWN:

Price for Grading + Paving 543 sqyds Area.

1. ReGrade Area + Compact Base with Vibatory Roller.
2. Pave Area Thickness 1"1/2, Type of Asphalt S.111
3. Compact Asphalt with 8 Ton Roller
4. Replace Bumper Stops.

PRICE FOR ABOVE WORK IS: $ ~~5,450.00~~ # 4600.00

WE HEREBY AGREE TO THE TERMS AND CONDITIONS PRESENTED HEREIN: Castle Beach Condo Assn
SIGNED:
DATE: 10-2-00

SUNCOAST PAVING CO., INC. Price Given By, Richard Stanley
SIGNED: Theodore Stanley, Owner
DATE:
NOT RESPONSIBLE FOR GASOLINE, OIL, TIRE MARKS OR SHARP OBJECTS.

WE HEREBY AGREE TO FURNISH LABOR AND MATERIALS TO COMPLETE THE JOB IN ACCORDANCE WITH THE SPECIFICATIONS AT THE ABOVE PRICE.
CUSTOMER SHALL BE RESPONSIBLE FOR ANY AND ALL ATTORNEY AND/OR COURT FEES.
TERMS: 50% DOWN AT SIGNING OF CONTRACT AND BALANCE UPON COMPLETION OF JOB.
PRICE IS GOOD FOR 30 DAYS FROM DATE OF QUOTE

SUNCOAST PAVING INC.

15140 ANCHORAGE WAY
FORT MYERS, FL 33908
(813) 275-1644

Delivered 10/23/00 Mailed 10/5/00 Called 10/30 L.M. word

QUALITY ASPHALT PAVING

QUOTE DATE: 2/14/00

SUBMITTED TO: Castle Beach
ADDRESS: ~~3800~~ 8300 Est. of Bid
CONTACT NAME: 992-7766

PHONE:
FAX:
PROJECT NAME:
PROJECT TOWN:

RECEIVED
APR 11 2001
OFFICE OF BEACHES & COASTAL SYSTEMS

Price for Grading + Paving 5433 sq yds Area.

1. Re Grade Area + Compact Base with Vibatory Roller.
2. Pave Area Thickness 1"1/2, Type of Asphalt S.III
3. Compact Asphalt with 8 Ton Roller
4. Replace Bumper Stops.

PRICE FOR ABOVE WORK IS: $ ~~5,150.00~~ 4600.00

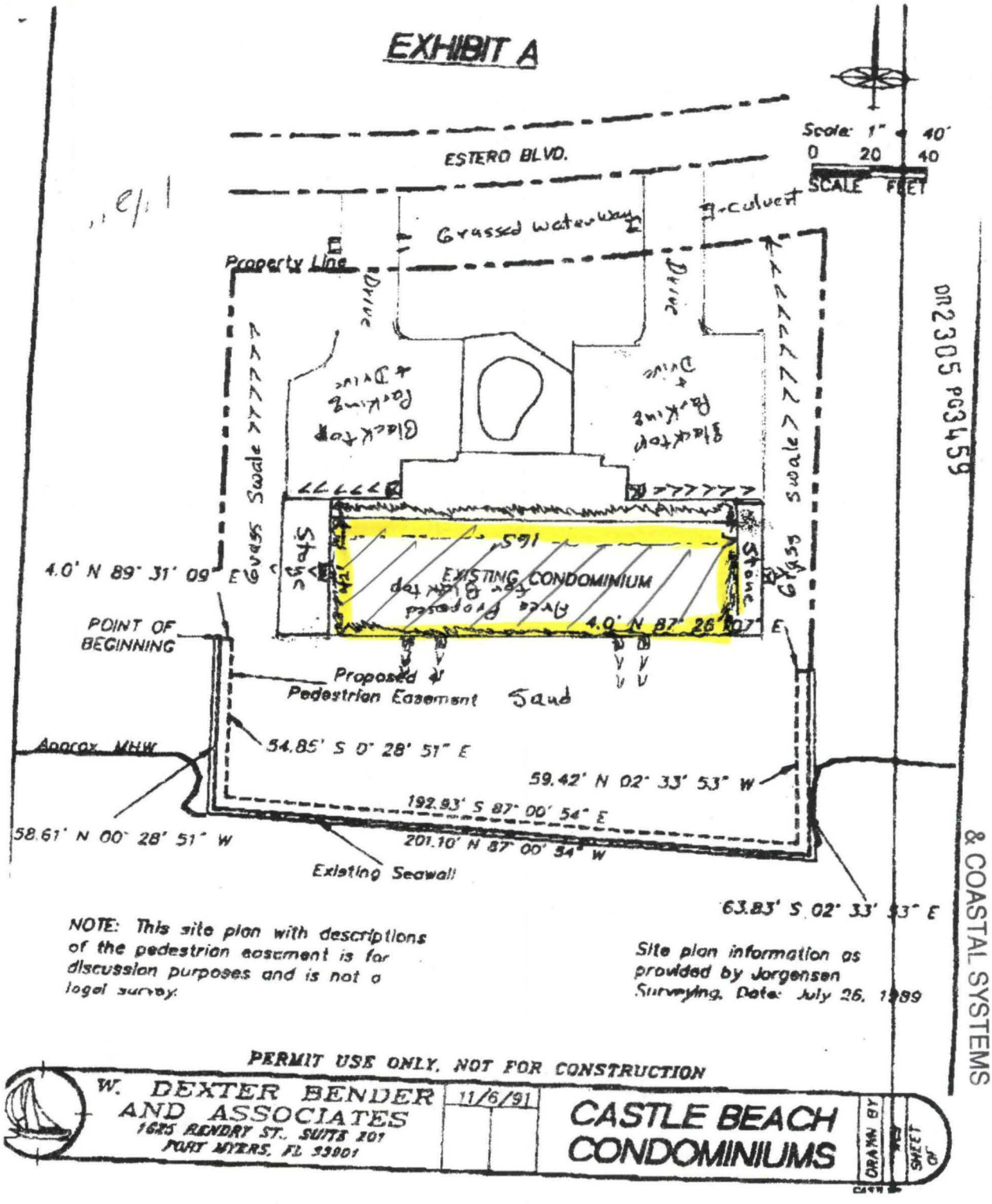
WE HEREBY AGREE TO THE TERMS AND CONDITIONS PRESENTED HEREIN
SIGNED: Castle Beach Condo Assn
DATE: 10-2-00

SUNCOAST PAVING CO., INC. Price Given By, Richard Stanley
SIGNED: Theodore Stanley, Owner
DATE:
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WE HEREBY AGREE TO FURNISH LABOR AND MATERIALS TO COMPLETE THE JOB IN ACCORDANCE WITH THE SPECIFICATIONS AT THE ABOVE PRICE.
CUSTOMER SHALL BE RESPONSIBLE FOR ANY AND ALL ATTORNEY AND/OR COURT FEES.
TERMS: 50% DOWN AT SIGNING OF CONTRACT AND BALANCE UPON COMPLETION OF JOB.
PRICE IS GOOD FOR 30 DAYS FROM DATE OF QUOTE

LE-964

EXHIBIT A



NOTE: This site plan with descriptions of the pedestrian easement is for discussion purposes and is not a legal survey.

Site plan information as provided by Jorgensen Surveying, Date: July 26, 1989

PERMIT USE ONLY, NOT FOR CONSTRUCTION

W. DEXTER BENDER AND ASSOCIATES
1625 HENDRY ST., SUITE 201
FORT MYERS, FL 33901

11/6/91

CASTLE BEACH CONDOMINIUMS

DRAWN BY

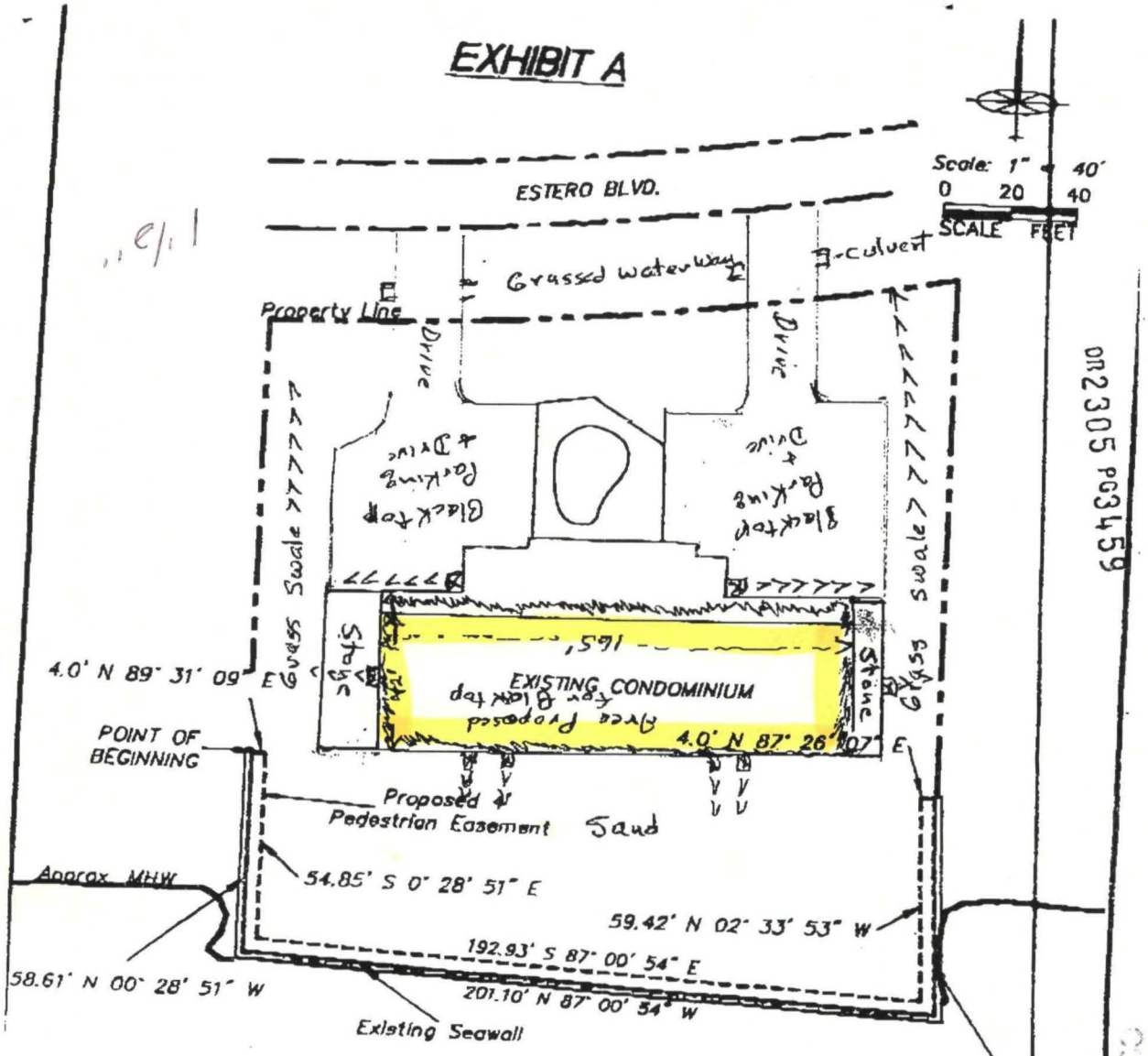
SHEET OF

Downspouts ⊠
Direction of water Flow
Area to be Blacktopped
Total Area 6938 Sq ft

Area to be Blacktopped is now a Stoned Parking + drive area.
All downspouts now empty onto existing Blacktop, Stone areas, or on the Beach. None empty onto the proposed Blacktop area.
The entire proposed area is covered by the Present Bldg

RECEIVED
APR 11 2001
OFFICE OF BEACHES & COASTAL SYSTEMS

EXHIBIT A



NOTE: This site plan with descriptions of the pedestrian easement is for discussion purposes and is not a legal survey.

Site plan information as provided by Jorgensen Surveying. Date: July 25, 1989

PERMIT USE ONLY, NOT FOR CONSTRUCTION

W. DEXTER BENDER AND ASSOCIATES
1625 HENDRY ST., SUITE 201
FORT MYERS, FL 33901

11/6/91

CASTLE BEACH CONDOMINIUMS

DRAWN BY | SHEET OF

Downspouts ⊠
Direction of Water Flow ⌄⌄⌄
Area to be Blacktopped
Total Area 6938 Sq ft

Area to be Blacktopped is now a Stoned Parking + drive area.
All down spouts now empty onto existing Blacktop, Stone areas, or on the Beach. None empty onto the proposed Black top area.
The entire proposed area is covered by the Present Bldg

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OF BEACHES
SYSTEMS
1 2001

LE-964



RECEIVED
APR 1 1 2001
OFFICE OF BEACHES
& COASTAL SYSTEMS

LE-964

Department of
Environmental Protection

Jeb Bush
Governor

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

David B. Struhs
Secretary

March 14, 2001

Arthur Skrivan, Managing Agent
Castle Beach Condominium Association, Inc.
Post Office Box 3368
Bonita Springs, Florida 34133

Dear Mr. Skrivan:

REQUEST FOR ADDITIONAL INFORMATION
FILE NUMBER: LE-964
APPLICANT NAME: Castle Beach Condominium Association, Inc.

Please be advised that your permit application is considered to be incomplete as provided for by Section 120.60, Florida Statutes, and Rule 62B-33, Florida Administrative Code. Receipt of information listed below is required. The items of information listed below are numbered to correspond with the item numbers on the application form. **Bolded text is specific information or an additional note for required information associated with that item number.**

7. Written evidence, provided by the appropriate local governmental agency having jurisdiction over the activity, that the proposed activity, as submitted to the Bureau, does not contravene local setback requirements, zoning or building codes, and is consistent with the state approved Local Comprehensive Plan.

   NOTE: You have provided a copy of a letter from Rebecca Whitney, however, the letter has not been signed. Please resubmit.

10. Two copies of detailed final construction plans and specifications for all proposed structures or excavation including all planned appurtenant structures, permanent exterior lighting, and utilities. For major structures and rigid coastal structures these documents shall be signed and sealed by the design engineer or architect (as appropriate), who must be registered in the State of Florida, and shall bear the certification specified in sections 62B-33.007(3)(b) and (o), Florida Administrative Code, and the **site plan** shall include all information required in section 62B-33.008(1)(g), and 62B-33.008(1)(i), Florida Administrative Code.

    Before the application can be considered complete the following minimum information is required:

- **A dimensioned site plan showing the location of the proposed paved area with distances measured perpendicular to the control line**
- **Construction detail and cross-section of the proposed work**
- **Construction details and plans for any storm water improvements which may be performed due to the nature of the proposed work**

13. An anticipated construction schedule.

14. A fee as set forth in Rule 62B-33.0085, Florida Administrative Code. **A fee of $1,000.00 for a non-habitable major structure is required.**

If I may be of any further assistance, please contact me by telephone at 850/487-4475 extension 190.

Sincerely,

Celora Jackson, Engineer
Office of Beaches and Coastal Systems

CJ/kbc
cc: Castle Beach Condominium Association, Inc., Property Owner

9405

APPLICATION FOR A PERMIT FOR CONSTRUCTION SEAWARD OF THE COASTAL CONSTRUCTION CONTROL LINE OR FIFTY-FOOT SETBACK

VLE 00-21

1.

Owner of Record			Agent (if applicable)		
Printed Name: CASTLE Beach Condo. Asso. Inc			Printed Name: RECEIVED		
Mailing Address: P.O. Box 3368			Mailing Address:		
City: Bonita Springs	State: FL	Zip Code: 34133	City: FEB 12 2001 OFFICE OF BEACHES & COASTAL SYSTEMS	State:	Zip Code:
Telephone: (941) 992-7766	FAX: (941) 992-7766		Telephone: ( )	FAX: ( )	

2. **I hereby certify that all information submitted with this application is true and complete to the best of my knowledge.**

Signature of Applicant	Date	Typed or printed name of applicant, also title of person signing if representing a corporation or other business entity, and the name of that entity.
	12-1-01	President - CASTLE Beach Condo. Asso. Inc

3. **If the applicant is not the owner of record, the owner must authorize the applicant to act as the owner's agent for the purpose of applying for a permit, and to act on behalf of the owner in other matters pertaining to this permit by signing below.**

I hereby authorize _____ to make application for a permit for construction or other activities seaward of the coastal construction control line or 50- foot setback on the property described in item #6, and to act in my behalf in other matters pertaining to the permit.

Signature of Owner	Date	Typed or printed name of owner, also title of person signing if representing a corporation or other business entity, and the name of that entity.

4. **A brief description of the proposed work, activity, or construction.**

Asphalt Paving over Existing Stone Area under Present Five Story Building

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FEB 12 2001
OFFICE OF BEACHES & COASTAL SYSTEMS

☐ Check here if additional information is attached.

Project Name (for multi-family, commercial or public projects)	Nearest DEP Reference Monument(s) if known		
CASTLE Beach Condo. Asso, Inc			
Street Address	**City**	**County**	**Zip Code**
8300 Estero Blvd	Fort Myers Beach	Lee	33931

5. **The name and mailing address of the owners of the immediately adjacent properties, exclusive of street ends and easements. If the adjacent property is under cooperative or condominium ownership, the name and mailing address of the cooperative association will suffice.**

Name of Adjacent Property Owner			Name of Adjacent Property Owner		
Gregory D + Cindy S. Bello			Carlos Pointe Beach Condo		
Mailing Address: 9351 Summer PL			Mailing Address: 8350 Estero Blvd		
City: Naples	State: FL	Zip Code: 34109	City: Ft myers Beach	State: FL	Zip Code: 33931

☐ Check here if there are additional adjacent properties and attach the appropriate information.

Agency Use Only: FILE NUMBER: LE-964

LE 00-21

RECEIVED

FEB 1 2 2001

OFFICE OF BEACHES & COASTAL SYSTEMS

ALL APPLICANTS ARE TO SUBMIT THE FOLLOWING ITEMS AS ATTACHMENTS

		Attached or Included	Waiver Requested
6.	Sufficient evidence of ownership and legal description of the property as specified in paragraph 62B-33.008(1)(c), Florida Administrative Code (F.A.C.)	☒	
7.	Written evidence, provided by the appropriate local governmental agency having jurisdiction over the activity, that the proposed activity, as submitted to the Bureau, does not contravene local setback requirements, zoning or building codes, and is consistent with the state approved Local Comprehensive Plan	☒	
8.	Details, including engineering design computations, for any proposed waste discharge onto, over, under, or across the beach and dune system, including but not limited to, storm water runoff, swimming pool drainage, air conditioning cooling water discharge, well discharge, domestic water systems, and outfalls	☐	☐
9.	Two copies of a topographic survey drawing of the subject property from field survey work performed not more than six months prior to the date of application. The survey shall include the information required in section 62B-33.008(1)(f), F.A.C.	☒	☐
10.	Two copies of final construction plans and specifications for all proposed structures or excavation including all planned appurtenant structures, permanent exterior lighting, and utilities. For major structures and rigid coastal structures, the detailed plans shall be signed and sealed by the design engineer, or by an architect (as described in section 62B-33.008(1)(j), F.A.C.) and shall include all information required in sections 62B-33.008(1)(g), and 62B-33.008(1)(i), F.A.C.	☐	
11.	If the application proposes to repair or rebuild an existing structure, the applicant shall submit a statement and supporting documentation which clearly states whether or not the proposed construction is a substantial improvement as defined in section 161.54(12), F.S.	☐	☐
12.	For structures with proposed permanent exterior lighting, one copy of a dimensioned drawing to an appropriate scale, on 8½ inch by 11 inch paper which includes the information required in section 62B-33.008(1)(i), F.A.C.	☐	☐
13.	An anticipated construction schedule	☐	☐
14.	A fee as set forth in Section 62B-33.0085, F.A.C.	☐	

APPLICANTS APPLYING TO CONSTRUCT MAJOR STRUCTURES OR RIGID COASTAL STRUCTURES ARE REQUIRED TO SUBMIT THE FOLLOWING ITEMS:

15.	Two copies of a dimensioned site plan drawing to an appropriate scale on 8 ½ inch by 11 inch size paper, showing the location of the proposed structure(s), location and volume of proposed excavation or fill, and all distances and locations required in section 62B-33.008(1)(f), F.A.C.	☒	☐
16.	Two copies of a dimensioned cross-sectional drawing to an appropriate scale on 8½ inch by 11 inch paper and including the information required in section 62B-33.008(1)(h), F.A.C., and the location of any existing line of vegetation.	☐	☐

APPLICATION FOR WAIVER

Pursuant to section 62B-33.008(4), F.A.C., the applicant may request a waiver of certain portions of the information specified in this application form.

Application Item #	Reason for waiver	DEP Use Only ☐ Approved	☐ Denied
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐

Signature of Chief, Bureau of Beaches and Coastal Systems or Designee	Date

MAIL TWO COPIES OF THIS FORM TO:

Florida Department of Environmental Protection
Bureau of Beaches and Coastal Systems
3900 Commonwealth Boulevard, Mail Station 300
Tallahassee, Florida 32399-3000

INSTRUMENT PREPARED BY:
HARVEY B. GOLDBERG Esq.
2201 Main Street
Fort Myers, Florida 33902

10 960

#6

CONDOMINIUM DECLARATION

of the

CASTLE BEACH CONDOMINIUM

OFF REC 1226 PG 945

A Condominium Community
Fort Myers Beach, Florida

RECEIVED
FEB 1 2 2001
OFFICE OF BEACHES
& COASTAL SYSTEMS

THIS CONDOMINIUM DECLARATION, made and executed this 1st day of June, 1977, by GATOR DEVELOPMENT, INC., a Florida Corporation, hereinafter called the "Developer", for itself, its successors, grantees and assigns, and the said Developer does submit the condominium property as hereinafter defined and described to condominium ownership upon the terms and conditions hereinafter set forth;

LEGAL DESCRIPTION

All that certain parcel of land lying and being in the County of Lee, State of Florida, being more particularly described as follows: A strip or parcel of land lying in Sections 3 and 10, T. 47 S.,R. 24 E., Estero Island, which strip or parcel is described as follows: From the SE corner of Block 4, Unit #1, Laguna Shores, according to Plat Book 9, pages 29 and 30, Lee Co. Records, run N. 89° 17' E., along the North R/W of a Co. Road, Co. Comm. minute book 11, page 97 for 692 ft.; thence run S 0° 43' E. to a point on the S R/W of SR# 865, said point is the POB of lands hereby conveyed; from said POB run NEly along said R/W of SR# 865 and along a curve to the left, Radius =1190.92 ft. to an intersection with a line bearing S 0° 43' E., which line is 200.00 ft. as measured on a perpendicular, easterly from the POB; thence run S 0° 43' E., along said line for 240 ft., more or less to the Mean High Tide line of the Gulf of Mexico; thence run westerly, along said MHT Line of said waters to a point which bears S 0° 43' E from the POB, thence run N 0° 43' W., 200 ft., more or less to the POB.

DEFINITION OF TERMS USED IN CONDOMINIUM DECLARATION. As used herein or elsewhere in the condominium documents, unless otherwise provided, the terms used shall be defined as herein provided:

A. Assessment. Assessment means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner.

B. Association. Association shall mean Castle Beach Condominium Association, Inc., which shall be responsible for the operation of the condominium as may be otherwise herein provided.

RECORD VERIFIED - SAL CERAO CLERK
BY: G. WORKINGER D.C.

LEE COUNTY
SOUTHWEST FLORIDA

#7

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (941) 479-8585

John E. Manning
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

July 14, 2000

RECEIVED

FEB 1 2 2001

OFFICE OF BEACHES
& COASTAL SYSTEMS

Mr. Art Skrivan
Castle Beach Condominium
8300 Estero Boulevard
Fort Myers Beach, Florida 33931

RE: Letter of Transmittal - LDO2000-00233

Dear Mr. Skrivan:

Attached please find your letter of transmittal which was requested by Russell Rakestraw on March 28, 2000. This letter of transmittal will authorize the paving under the existing condominium building.

If you have any questions, please do not hesitate to contact me @ 941-479-8385. I apologize for the length of time it has take me to respond to this request. A copy of your approval will stay on file in our Department.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Division of Development Services

Rebecca Whitney
Development Review Representative

attachments: site plan, letter of transmittal and receipt.

RECEIVED

FEB 1 2 2001

OFFICE OF BEACHES
& COASTAL SYSTEMS

MEMORANDUM

FROM

THE DEPARTMENT OF
COMMUNITY DEVELOPMENT
DIVISION OF ZONING & DEVELOPMENT SERVICES

DATE: July 14, 2000

TO: Codes & Building Services

FROM: Rebecca Whitney

Re: Transmittal No. LDO2000-00233

STRAP Number: 03-47-27-W3-03300.000A

Subject: Pave under existing building @ The Castle Beach Condominium

Location: 8300 Estero Boulevard - Fort Myers Beach, Florida 33931

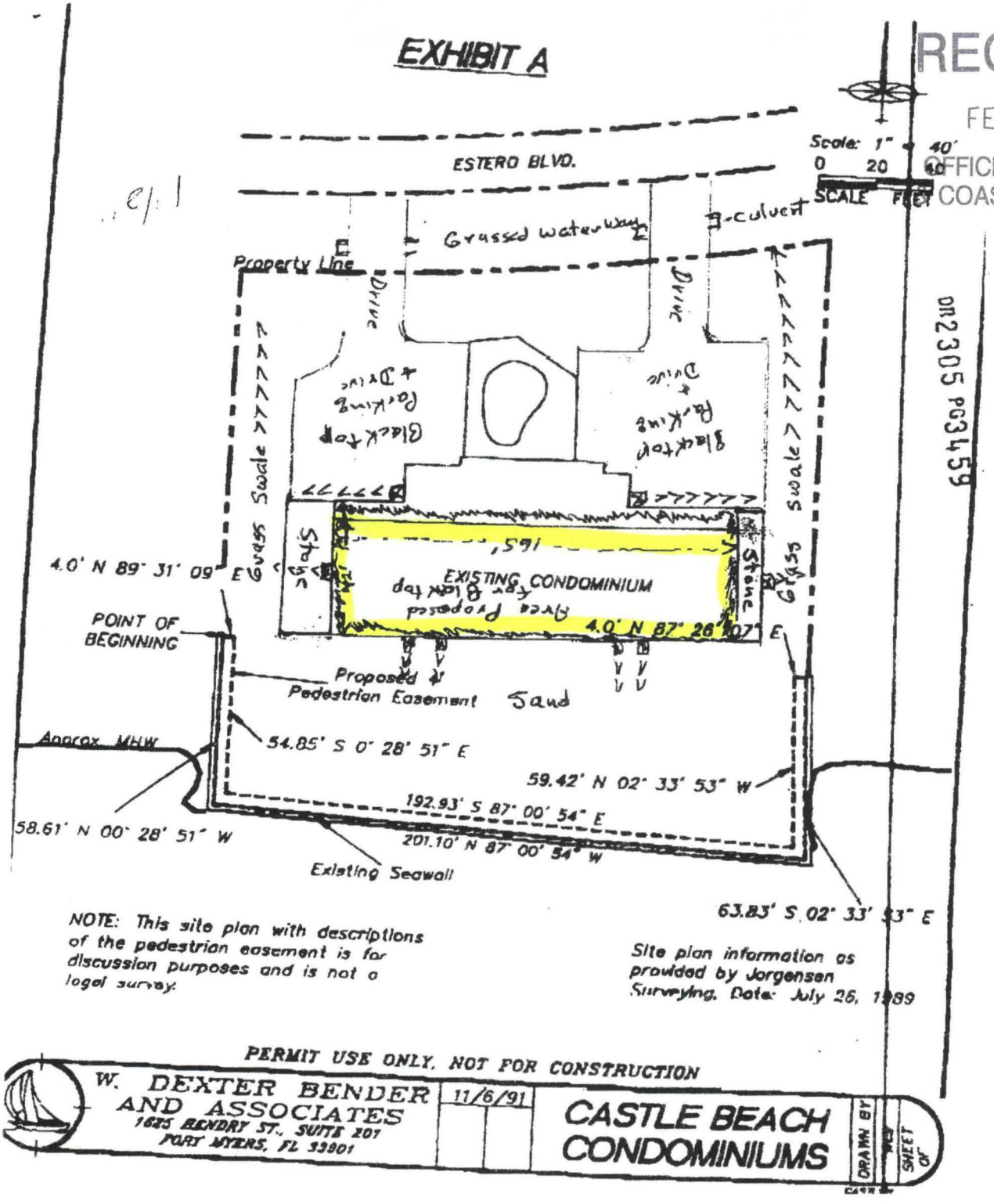
Background Comments: Scope of work will include paving under the existing building. There will be no impacts to the existing drainage system.

Fee of $50.00 has been **PAID**.

LE-9604

EXHIBIT A

RECEIVED
FEB 1 2 2001
OFFICE OF BEACHES
COASTAL SYSTEMS



NOTE: This site plan with descriptions of the pedestrian easement is for discussion purposes and is not a legal survey.

Site plan information as provided by Jorgensen Surveying. Date: July 26, 1989

PERMIT USE ONLY, NOT FOR CONSTRUCTION

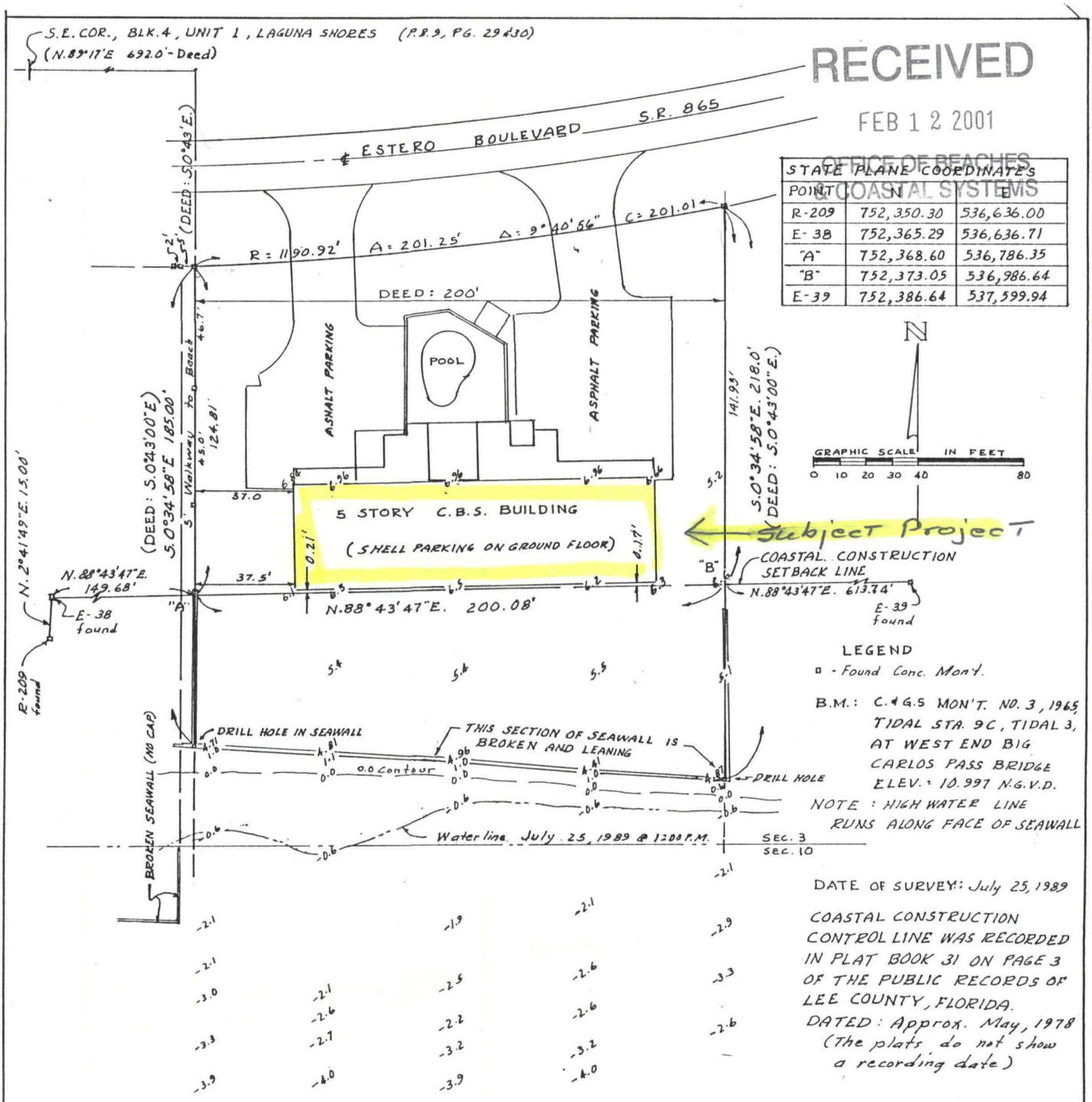
W. DEXTER BENDER AND ASSOCIATES 1625 HENDRY ST., SUITE 201 FORT MYERS, FL 33901	11/6/91	CASTLE BEACH CONDOMINIUMS	DRAWN BY / SHEET OF

Downspouts ■
Direction of Water Flow ⌄⌄⌄
Area to be Blacktopped
Total Area 6938 Sq ft

Area to be Blacktopped is now a Stoned Parking + drive area.
All downspouts now empty onto existing Blacktop, Stone areas, or on the Beach. None empty onto the proposed Blacktop area.
The entire proposed area is covered by the Present Bldg

LE-964

#8



STATE PLANE COORDINATES		
POINT	N	E
R-209	752,350.30	536,636.00
E-38	752,365.29	536,636.71
"A"	752,368.60	536,786.35
"B"	752,373.05	536,986.64
E-39	752,386.64	537,599.94

RECEIVED
FEB 12 2001
OFFICE OF BEACHES & COASTAL SYSTEMS

LEGEND

□ - Found Conc. Mon't.

B.M.: C.&G.S. MON'T. NO. 3, 1965, TIDAL STA. 9C, TIDAL 3, AT WEST END BIG CARLOS PASS BRIDGE ELEV. = 10.997 N.G.V.D.

NOTE: HIGH WATER LINE RUNS ALONG FACE OF SEAWALL

DATE OF SURVEY: July 25, 1989

COASTAL CONSTRUCTION CONTROL LINE WAS RECORDED IN PLAT BOOK 31 ON PAGE 3 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. DATED: Approx. May, 1978 (The plats do not show a recording date)

PLAT OF SURVEY OF

A PARCEL IN SECTIONS 3&10
T-47S, R-24E
LEE COUNTY, FLORIDA

SURVEY FOR: CASTLE BEACH CONDO.
ART SKRIVEN
P.O. BOX 3368
BONITA SPRINGS, FL. 33959

SURVEY BY: JORGENSEN SURVEYING, INC.
2706 S.E. SANTA BARBARA PL.
CAPE CORAL, FL. 33904

DESCRIPTION:

All that certain parcel of land lying and being in the County of Lee, State of Florida, being more particularly described as follows:

A strip or parcel of land lying in Sections 3 and 10, Township 47 South, Range 24 East, Estero Island, which strip or parcel is described as follows:

From the Southeast corner of Block 4, Unit 1, Laguna Shores, according to Plat Book 9, Pages 29 and 30, Lee County Records, run N.89°17'E. along the North right-of-way of a County Road, County Commission Minute Book 11, Page 97 for 692.0 feet; thence run S.0°43'E. to a point on the South right-of-way of S.R.-865, said point of beginning of lands hereby conveyed: From said point of beginning run Northeasterly along said outherly right-of-way of S.R.865 and along a curve to the left, radius = 1190.92 feet to an intersection with a line bearing S.0°43'E. which line is 200.0 feet as measured on perpendicular Easterly from the point of beginning; thence run S.0°43'E. along said line for 240 feet more or less to the mean high tide line of the Gulf of Mexico; thence run Westerly, along said mean high tide line of said waters to a point which bears S.0°43'E. from the point of beginning; thence run N.0°43'W. 200 feet, more or less to the point of beginning.

SURVEY CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND IS CORRECT AND ACCURATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF AND MEETS THE MINIMUM STANDARDS OF LAND SURVEYING IN THE STATE OF FLORIDA UNDER FLORIDA STATUTES, CHAPTER 472 AND CHAPTER 21 HH-6, FLORIDA ADMINISTRATIVE CODE.

FLA. L.S. NO. 2469 WILLARD J. JORGENSEN

DATE: Aug. 15, 1989

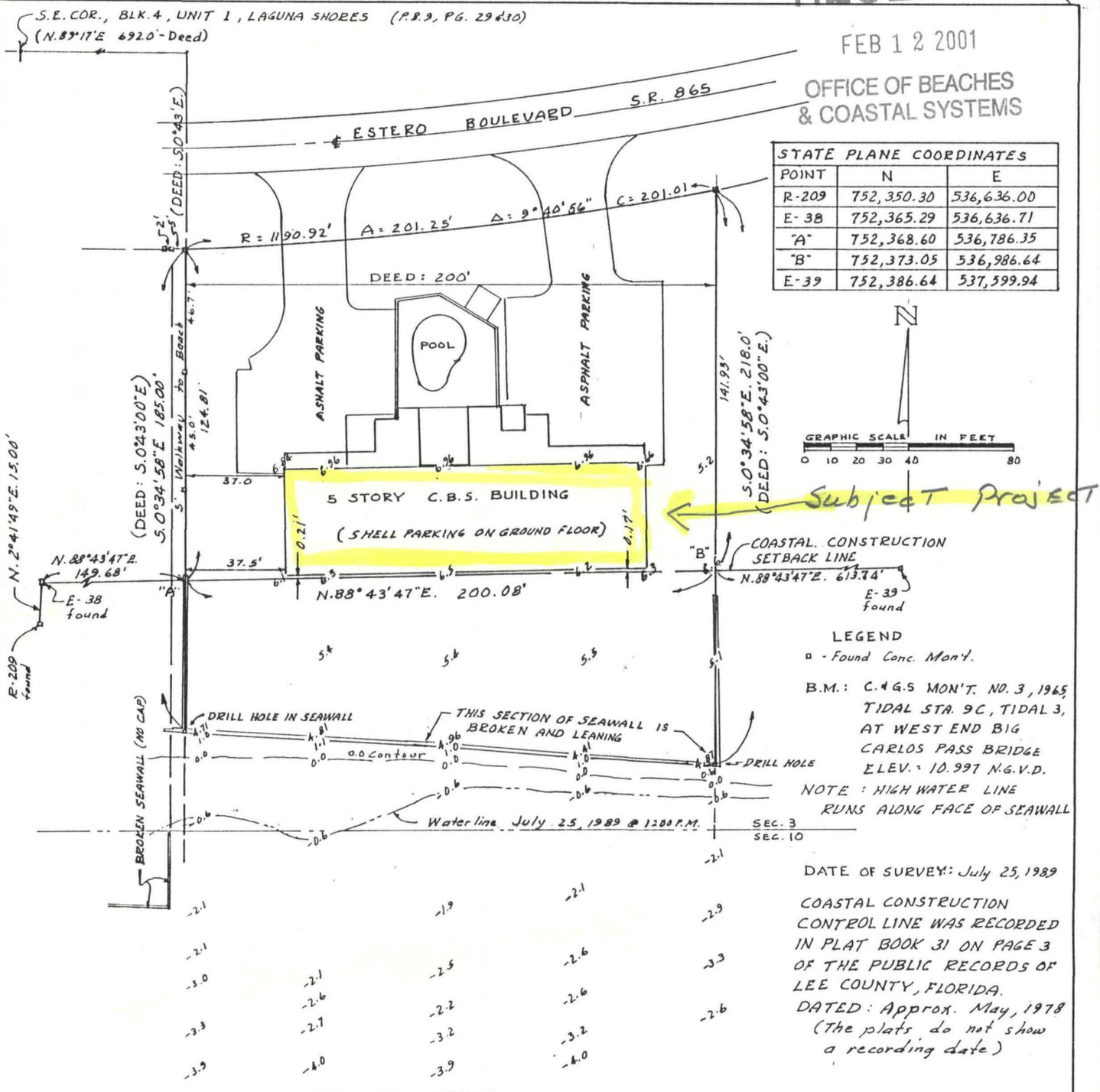
LE-964

#8

RECEIVED

FEB 12 2001

OFFICE OF BEACHES & COASTAL SYSTEMS



STATE PLANE COORDINATES		
POINT	N	E
R-209	752,350.30	536,636.00
E-38	752,365.29	536,636.71
"A"	752,368.60	536,786.35
"B"	752,373.05	536,986.64
E-39	752,386.64	537,599.94

LEGEND

□ - Found Conc. Mon't.

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William J. Jorgensen

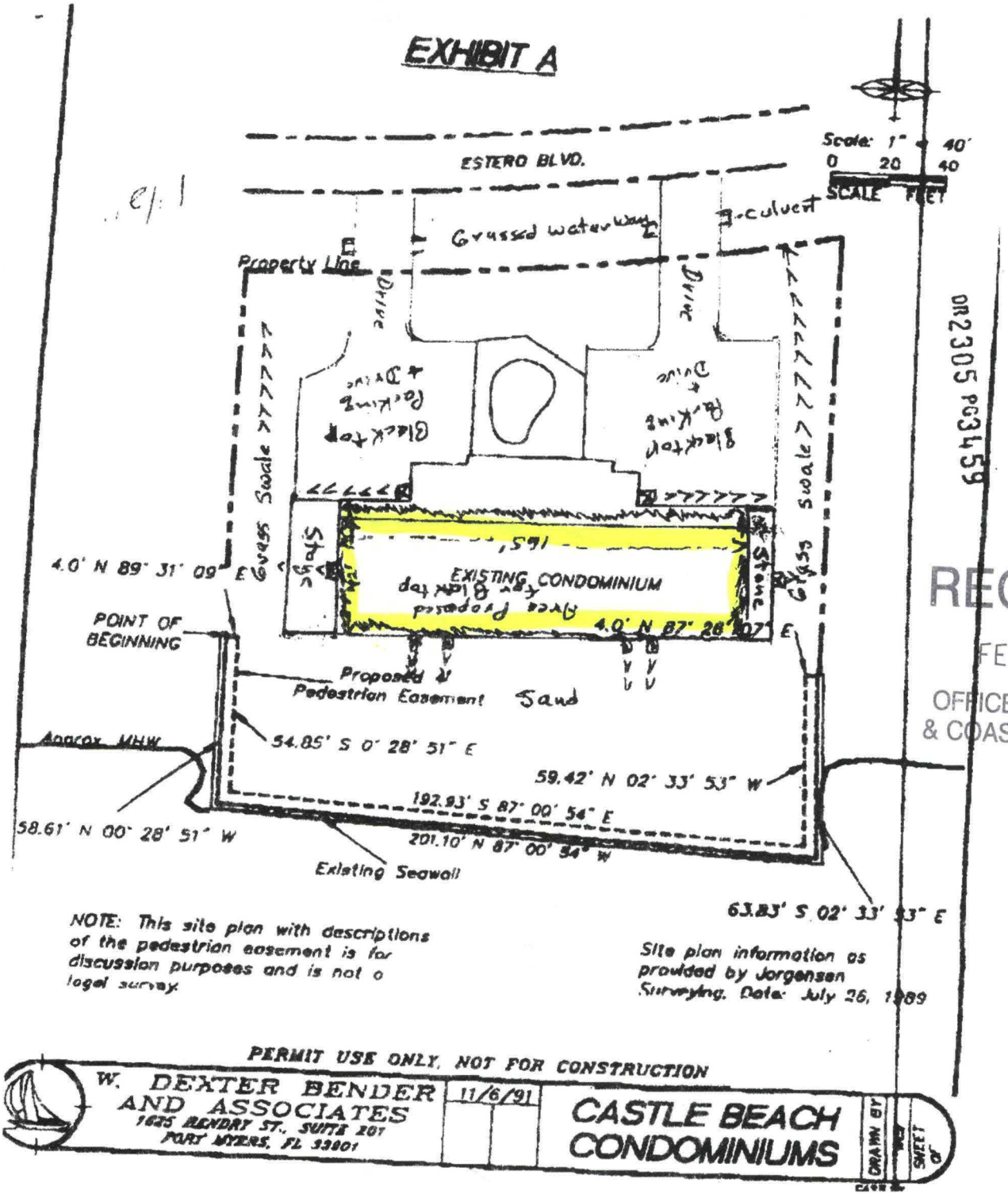
FLA. L.S. NO. 2469 WILLARD J. JORGENSEN

DATE: July 15, 1989

LE-964

#15

EXHIBIT A



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NOTE: This site plan with descriptions of the pedestrian easement is for discussion purposes and is not a legal survey.

Site plan information as provided by Jorgensen Surveying. Date: July 26, 1989

PERMIT USE ONLY, NOT FOR CONSTRUCTION

W. DEXTER BENDER AND ASSOCIATES 1625 HENDRY ST., SUITE 201 FORT MYERS, FL 33901	11/6/91	CASTLE BEACH CONDOMINIUMS	DRAWN BY / CHK / SHEET OF

Downspouts ■

Direction of water flow ≫

Area to be Blacktopped

Total Area 6938 Sq ft

Area to be Blacktopped is now a Stoned Parking + drive area.

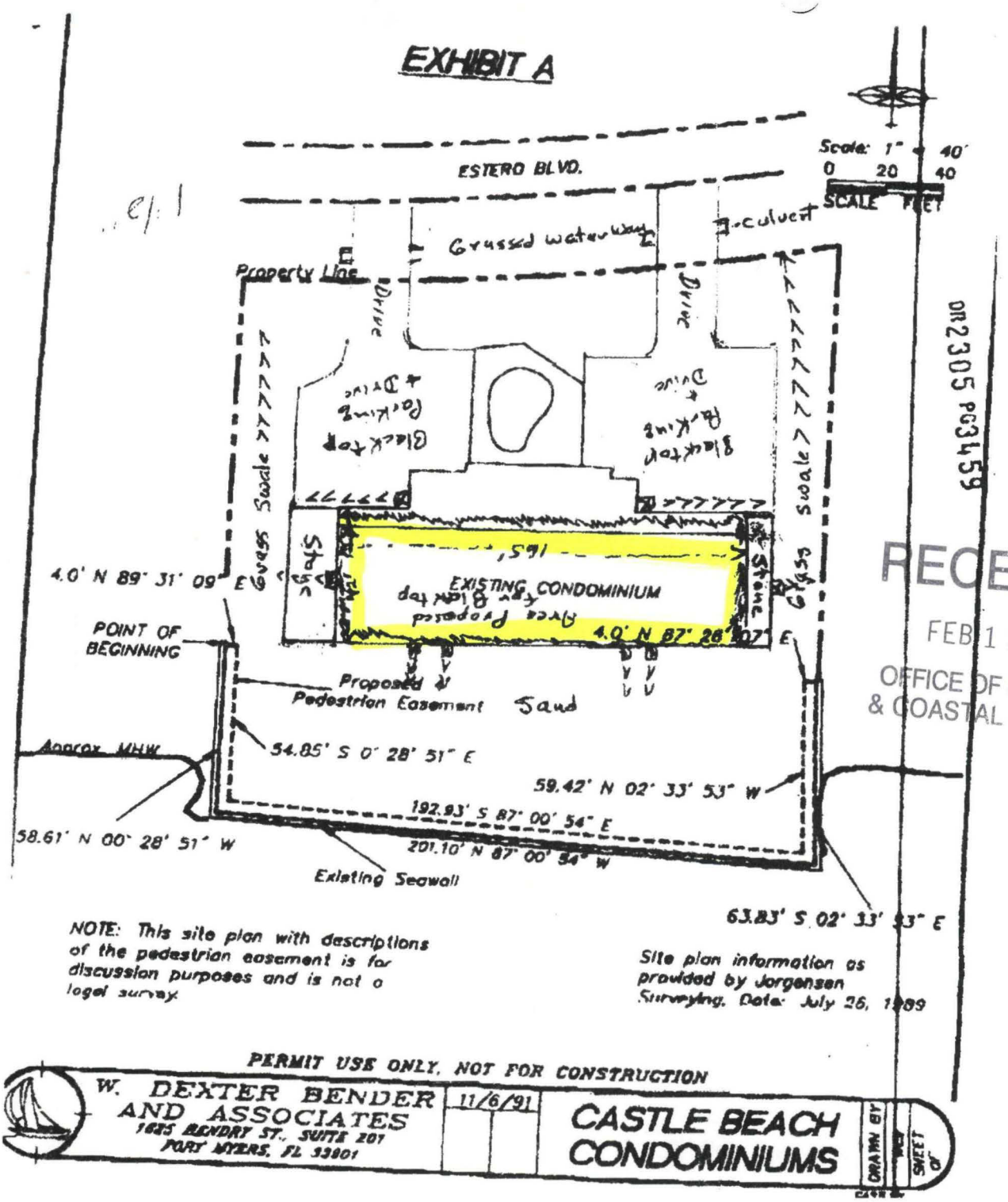
All downspouts now empty onto existing Blacktop, Stone areas, or on the Beach. None empty onto the proposed Blacktop area.

The entire proposed area is covered by the Present Bldg

LE-964

#15

EXHIBIT A



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LE-964

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-414**

1. **Request:**

Meeting Date: April 20, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL FOR THE SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE (BOT 360344775) WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO PROVIDE FOR THE USE AND ENJOYMENT OF THE OBSERVATION/FISHING PIER LOCATED AT THE MOUND HOUSE; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

Provides for continued use of the Mound House observation deck / fishing pier

What the action accomplishes:

Provide authority to the Mayor to execute the lease with FDEP

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Frankie Kropacek, Community Development Director, Chadd Chustz, Environmental Projects Manager

5. **Background:**

The Town of Fort Myers Beach has maintained a submerged lands lease through the Florida Department of Environmental Protection (FDEP) for the Mound House observation deck and fishing pier since 2010. This renewal will have an expiration date of February 2, 2030.

Attachments:

1. 26-074, Approving Mound House Submerged Land Lease BOT360344775
2. Exhibit A - Renewal Lease

Financial Impact:

6. **Alternative Action**

Do not approve the lease

7. **Management Recommendations:**

8. **Recommended Approval:**

Amy Baker, Town Clerk	Created/Initiated - 3/27/2026
Frankie Kropacek, Community Development Director	Approved - 3/27/2026
Jeff Hauge, Community Services Director	Approved - 4/14/2026
Joe Onzick, Finance Director	Approved - 4/14/2026
nancy stuparich, Town Attorney	Approved - 4/14/2026
Amy Baker, Town Clerk	Approved - 4/14/2026
William McKannay, Town Manager	Final Approval - 4/14/2026

RESOLUTION NO. 26-074

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL FOR THE SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL (BOT 360344775) AT MOUND HOUSE FOR OBSERVATION/FISHING PIER WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; 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 continuously operated and maintained the observation deck / fishing pier as part of the Mound House property; and

WHEREAS, the Town has previously executed submerged land leases between the Town and the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, the Town desires to renew these submerged land leases to continue using the observation deck / fishing pier at Mound House; and

WHEREAS, the Town Council deems it to be in the best interests of the residents and visitors to the property to renew the submerged land leases with FDEP.

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 renewal of the Sovereignty Submerged Lands Fee Waived Lease between FDEP and the Town, a copy of which is attached as Exhibit "A" is approved. The Mayor is authorized to execute the Leases on behalf of the Town.

Section 3. 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:

DULY PASSED AND ADOPTED on this 20th day of April 2026.

Dan Allers, Mayor	___
Scott Safford, Vice Mayor	___
John R. King, Council Member	___
Rebecca Link, Council Member	___
John McLean, 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 FORT MYERS BEACH ONLY:

_____
Vose Law Firm, LLP, Town Attorney

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

This Instrument Prepared By:
Chace Wise
Action No. 51426
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 360344775

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Town of Fort Myers Beach, Florida, hereinafter referred to as the Lessee, the sovereignty lands as defined in 18-21.003, Florida Administrative Code, contained within the following legal description:

A parcel of sovereignty submerged land in Section 29,
Township 46 South, Range 24 East, in Matanzas Pass,
Lee County, Florida, containing 10,155 square feet, more or less,
as is more particularly described and shown on Attachment A, dated August 26, 2009.

TO HAVE THE USE OF the hereinabove described premises from February 2, 2025, the effective date of this lease renewal, through February 2, 2030, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 2-slip commercial docking facility and observation/fishing pier to be used exclusively for mooring of recreational vessels, tour vessels, and kayaks, and fishing and passive recreational activities at the observation pier in conjunction with an upland cultural and environmental learning center and museum, without fueling facilities, without a sewage pumpout, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consolidated Environmental Resource Permit No. 36-0143580-004, dated February 2, 2010, and Permit Extension No. 36-0143580-007, dated November 19, 2014, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the permits referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS: Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) the gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Town of Fort Myers Beach
6231 Estero Boulevard
Fort Myers Beach, Florida 33931

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

22. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this lease.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in “cruises to nowhere,” where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd.

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd.

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____ 20_____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Rachel Earlywine Digitally signed by Rachel Earlywine Date: 2026.03.27 12:15:12 -04'00'

DEP Attorney Date

_____

Notary Public, State of Florida

_____

Printed, Typed or Stamped Name

My Commission Expires:

_____

Commission/Serial No._____

WITNESSES:

Town of Fort Myers Beach,
Florida (SEAL)

Signature: _____

BY: _____
Original Signature of Executing Authority

Printed Name: _____

Dan Allers
Typed/Printed Name of Executing Authority

Address: _____

_____

Mayor
Title of Executing Authority

Signature: _____

Printed Name: _____

Address: _____

"LESSEE"

_____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Dan Allers as Mayor, for and on behalf of Town of Fort Myers Beach, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

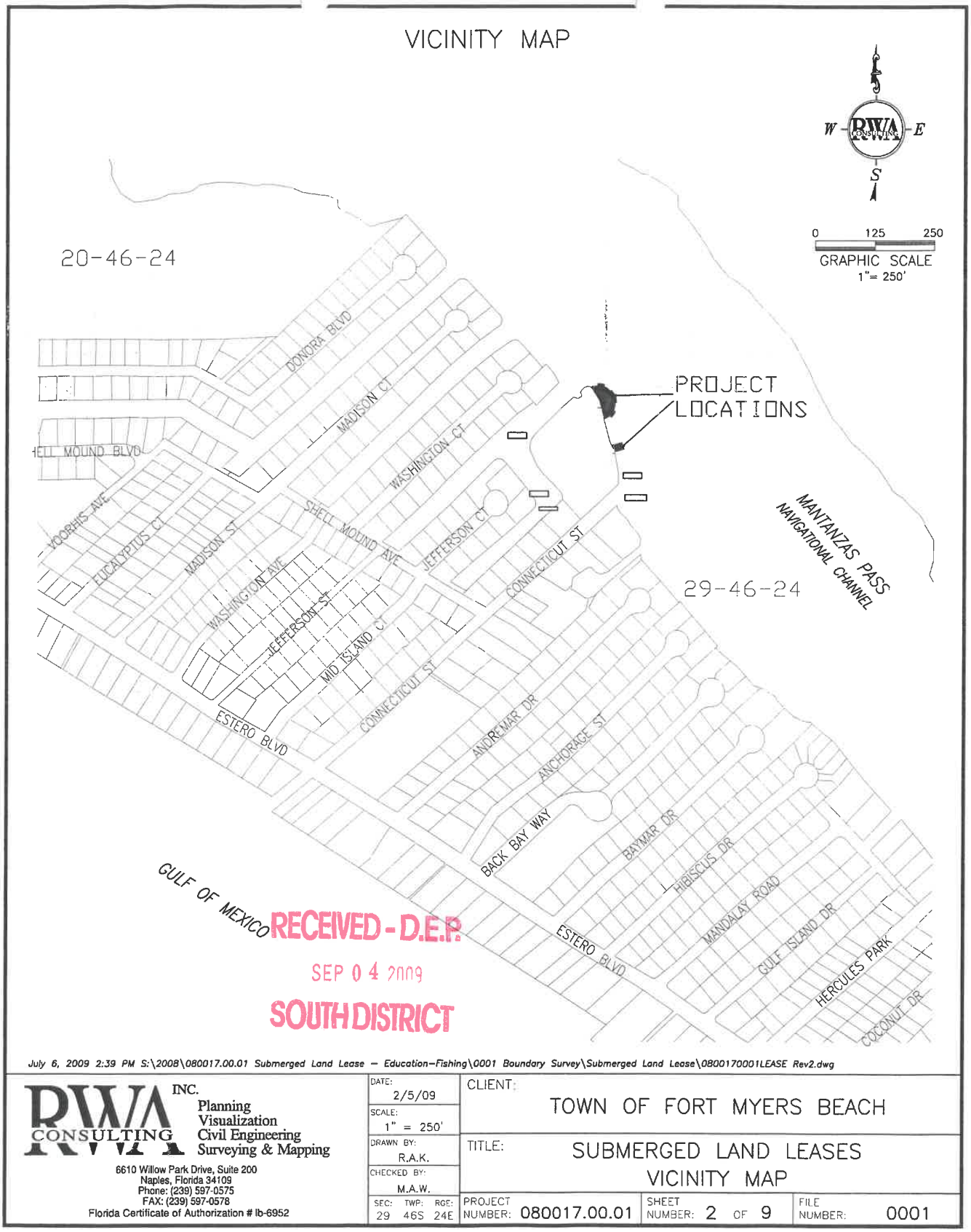
_____
Signature of Notary Public

Notary Public, State of _____

_____

Commission/Serial No. _____

_____
Printed, Typed or Stamped Name



July 6, 2009 2:39 PM S:\2008\080017.00.01 Submerged Land Lease – Education–Fishing\0001 Boundary Survey\Submerged Land Lease\0800170001LEASE Rev2.dwg

RWA CONSULTING INC.
Planning
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Civil Engineering
Surveying & Mapping
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
Florida Certificate of Authorization # lb-6952

DATE:	2/5/09
SCALE:	1" = 250'
DRAWN BY:	R.A.K.
CHECKED BY:	M.A.W.
SEC: TWP: RGE:	29 46S 24E

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: SUBMERGED LAND LEASES VICINITY MAP

PROJECT NUMBER: 080017.00.01 | SHEET NUMBER: 2 OF 9 | FILE NUMBER: 0001

PREPARED FOR: TOWN OF FORT MYERS BEACH

CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

FIELD SURVEY (A.K.A. BOUNDARY SURVEY) OF TWO SUBMERGED LAND LEASES:

SHEET 1: SURVEY CERTIFICATION, GENERAL NOTES
SHEET 2: VICINITY MAP
SHEET 3: LEGAL DESCRIPTION OF SUBMERGED LAND LEASE – EDUCATION AND FISHING PURPOSES
SHEET 4: MAP OF FIELD SURVEY (A.K.A. BOUNDARY SURVEY), SUBMERGED LAND LEASE – EDUCATION AND FISHING PURPOSES
SHEET 5: LEGAL DESCRIPTION OF SUBMERGED LAND LEASE – EXISTING DOCK
SHEET 6: MAP OF FIELD SURVEY (A.K.A. BOUNDARY SURVEY), SUBMERGED LAND LEASE – EXISTING DOCK
SHEET 7: DIMENSION TABLES TO ACCOMPANY MAP OF FIELD SURVEYS
SHEET 8: DETAIL OF PROPOSED PIER AND EXISTING PIER LEASE AREAS
SHEET 9: EXHIBIT OF SHORELINE AND CHANNEL DISTANCES

RECEIVED - D.E.P.
SEP 04 2009
SOUTH DISTRICT

RWA, INC.
SURVEYING & MAPPING, CIVIL ENGINEERING, PLANNING AND VISUALIZATION
6610 WILLOW PARK DRIVE, SUITE 200
NAPLES, FLORIDA 34109

BY: _____ 8/26/09
MICHAEL A. WARD, PROFESSIONAL SURVEYOR AND MAPPER LS# 5301 — SIGNING DATE

GENERAL NOTES:

DATE OF LAST FIELD WORK: 2/9/09

CERTIFICATE OF AUTHORIZATION # LB-6952

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

UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.

DIMENSIONS ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.

THE ATTACHED FIELD SURVEYS ARE ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

ONLY THOSE EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS KNOWN TO THE SURVEYOR ARE SHOWN HEREON; NO ABSTRACT WAS SUPPLIED TO OR REVIEWED BY THE SURVEYOR.

SURFACE AND AERIAL IMPROVEMENTS HAVE BEEN LOCATED, AS SHOWN; NO SUBSURFACE IMPROVEMENTS HAVE BEEN LOCATED OTHER THAN SHOWN.

TIES, IF ANY, AS DEPICTED HEREON ARE PERPENDICULAR TO PARCEL LINES.

THE ATTACHED FIELD SURVEYS ARE FOR THE EXCLUSIVE USE OF THE PARTY(IES) IT WAS ORIGINALLY PREPARED FOR, AS DEPICTED HEREON, AND IS NOT TRANSFERABLE.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF CONNECTICUT STREET AS BEING NORTH 47°23'14" WEST, 1983 NORTH AMERICAN DATUM, 1999 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM (GRID) FOR FLORIDA WEST ZONE.

PROPERTY LIES WITHIN FLOOD ZONE "A13 EL 12 NGVD 29" (EL 10.82 NAVD 88 PER VERTCON), PER FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NO.: 125124 0433 B WITH AN EFFECTIVE DATE OF SEPTEMBER 19, 1984.

THE F.E.M.A. FLOOD ZONE INFORMATION INDICATED HEREON IS BASED ON MAPS SUPPLIED BY THE FEDERAL GOVERNMENT. THIS FLOOD INFORMATION MUST BE VERIFIED WITH ALL PERMITTING REGULATORY ENTITIES PRIOR TO COMMENCING ANY WORK OR APPLICATION DEPENDENT ON SAID FLOOD INFORMATION.

THIS SURVEY IS BASED IN PART ON A BOUNDARY/MEAN HIGH WATER LINE SURVEY PREPARED BY THIS FIRM IN MARCH, REVISED JULY 2008, REISSUED FEBRUARY 2009. APPROVED BY THE BUREAU OF SURVEY AND MAPPING 8/25/09, MEAN HIGH WATER SURVEY FILE NUMBER 4468.

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FAX: (239) 597-0578
Florida Certificate of Authorization # lb-6952

DATE:	2/5/09
SCALE:	N/A
DRAWN BY:	R.A.K.
CHECKED BY:	M.A.W.
SEC: TWP: RGE:	29 46S 24E
CLIENT:	TOWN OF FORT MYERS BEACH
TITLE:	SUBMERGED LAND LEASES COVER SHEET
PROJECT NUMBER:	080017.00.01
SHEET NUMBER:	1 OF 9
FILE NUMBER:	0001

LEGAL DESCRIPTION

(SUBMERGED LAND LEASE: EDUCATION–FISHING)

A PARCEL OF LAND LYING ON OSTEGO BAY (ALSO KNOWN AS MANTANZAS PASS), LOCATED IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, AS SHOWN ON SHELL MOUND PARK SUBDIVISION PLAT, RECORDED IN PLAT BOOK 11, PAGE 4, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA;
THENCE ALONG THE NORTHERLY RIGHT–OF–WAY LINE OF CONNECTICUT STREET AS SHOWN ON SAID SHELL MOUND PARK PLAT, THE FOLLOWING TWO (2) DESCRIBED COURSES:
1) THENCE N.47°23'14"E. FOR 475.11 FEET;
2) THENCE N.47°22'31"E. FOR 212.38 FEET, TO A POINT LYING ALONG THE MEAN–HIGH WATER LINE;
THENCE ALONG SAID MEAN HIGH WATER LINE, THE FOLLOWING FIVE (5) DESCRIBED COURSES:
1) THENCE N.00°01'32"E. FOR 50.02 FEET;
2) THENCE N.10°09'45"W. FOR 94.68 FEET;
3) THENCE N.43°52'49"W. FOR 9.36 FEET;
4) THENCE N.23°37'12"W. FOR 28.66 FEET;
5) THENCE N.15°11'06"W. FOR 95.23 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

THENCE CONTINUE ALONG SAID MEAN HIGH WATER LINE, THE FOLLOWING THREE (3) DESCRIBED COURSES:
1) THENCE N.15°11'06"W. FOR 82.07 FEET;
2) THENCE N.33°41'31"W. FOR 49.35 FEET;
3) THENCE N.47°07'28"W. FOR 10.72 FEET, TO A POINT OF CURVATURE;
THENCE LEAVING SAID MEAN HIGH WATER LINE, EASTERLY 30.60 FEET, ALONG THE ARC OF A NON–TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 58.37 FEET, THROUGH A CENTRAL ANGLE OF 30°02'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.69°34'00"E. FOR 30.25 FEET, TO A POINT OF TANGENCY;
THENCE N.00°16'06"W. FOR 9.19 FEET, TO A POINT OF CURVATURE;
THENCE EASTERLY 31.93 FEET, ALONG THE ARC OF A NON–TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 72.78 FEET, THROUGH A CENTRAL ANGLE OF 25°08'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.81°26'14"E. FOR 31.67 FEET, TO A POINT OF TANGENCY;
THENCE S.17°12'56"W. FOR 8.63 FEET, TO A POINT OF CURVATURE;
THENCE SOUTHEASTERLY 32.37 FEET, ALONG THE ARC OF A NON–TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 58.34 FEET, THROUGH A CENTRAL ANGLE OF 31°47'50" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.55°42'44"E. FOR 31.96 FEET, TO A POINT OF TANGENCY;
THENCE N.50°46'05"E. FOR 5.59 FEET, TO A POINT OF CURVATURE;
THENCE SOUTHEASTERLY 59.10 FEET, ALONG THE ARC OF A NON–TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 63.33 FEET, THROUGH A CENTRAL ANGLE OF 53°28'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.22°40'19"E. FOR 56.98 FEET, TO A POINT OF TANGENCY;
THENCE S.83°50'49"W. FOR 5.59 FEET, TO A POINT OF CURVATURE;
THENCE SOUTHERLY 32.39 FEET, ALONG THE ARC OF A NON–TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 58.34 FEET, THROUGH A CENTRAL ANGLE OF 31°48'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.10°22'43"W. FOR 31.97 FEET, TO A POINT OF TANGENCY;
THENCE S.62°43'45"E. FOR 8.62 FEET, TO A POINT OF CURVATURE;
THENCE SOUTHWESTERLY 31.90 FEET, ALONG THE ARC OF A NON–TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 72.77 FEET, THROUGH A CENTRAL ANGLE OF 25°06'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.35°57'19"W. FOR 31.64 FEET, TO A POINT OF TANGENCY;
THENCE N.45°27'16"W. FOR 9.17 FEET, TO A POINT OF CURVATURE;
THENCE SOUTHWESTERLY 27.39 FEET, ALONG THE ARC OF A NON–TANGENTIAL CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 57.28 FEET, THROUGH A CENTRAL ANGLE OF 27°23'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.63°25'33"W. FOR 27.13 FEET, TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN.

CONTAINING 8,807 SQUARE FEET OR 0.2 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT–OF–WAY LINE OF CONNECTICUT STREET AS BEING NORTH 47°23'14" WEST, 1983 NORTH AMERICAN DATUM, 1999 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM (GRID) FOR FLORIDA WEST ZONE.

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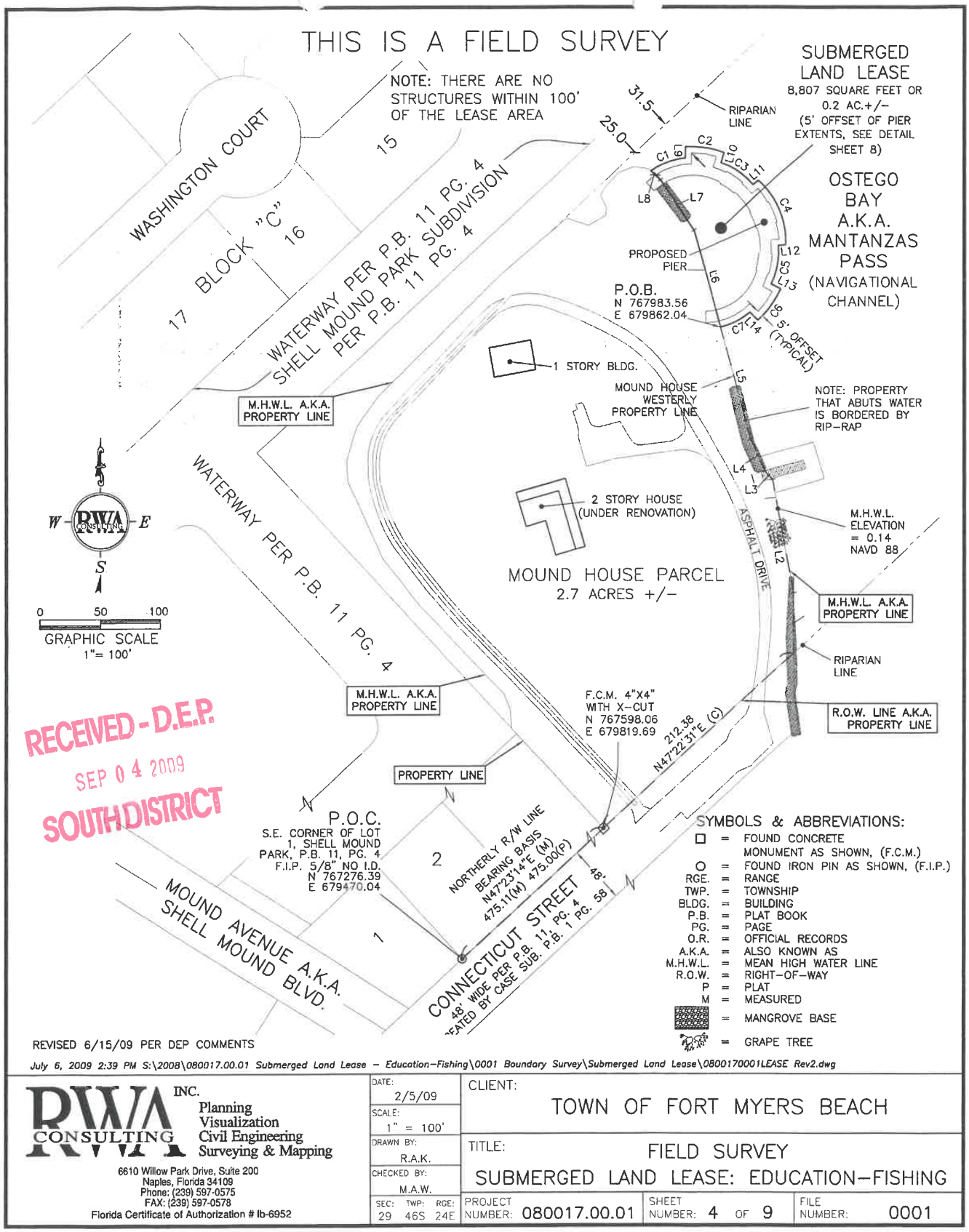
RWA CONSULTING INC.
Planning
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6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
Florida Certificate of Authorization # lb-6952

DATE:	2/5/09
SCALE:	N/A
DRAWN BY:	R.A.K.
CHECKED BY:	M.A.W.
SEC: TWP: RGE:	29 46S 24E

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: LEGAL DESCRIPTION
SUBMERGED LAND LEASE: EDUCATION–FISHING

PROJECT NUMBER: 080017.00.01 | SHEET NUMBER: 3 OF 9 | FILE NUMBER: 0001



Attachment A
Page 11 of 32 Pages
Sovereignty Submerged Lands Lease No. 360344775

LEGAL DESCRIPTION

(SUBMERGED LAND LEASE: EXISTING DOCK)

A PARCEL OF LAND LYING ON OSTEGO BAY (ALSO KNOWN AS MANTANZAS PASS), LOCATED IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, AS SHOWN ON SHELL MOUND PARK SUBDIVISION PLAT, RECORDED IN PLAT BOOK 11, PAGE 4, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA;
THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF CONNECTICUT STREET AS SHOWN ON SAID SHELL MOUND PARK PLAT, THE FOLLOWING TWO (2) DESCRIBED COURSES:
1) THENCE N.47°23'14"E. FOR 475.11 FEET;
2) THENCE N.47°22'31"E. FOR 212.38 FEET, TO A POINT OF ON THE MEAN-HIGH WATER LINE;
THENCE ALONG SAID MEAN HIGH WATER LINE, THE FOLLOWING FIVE (5) DESCRIBED COURSES:
1) THENCE N.00°01'32"E. FOR 50.02 FEET;
2) THENCE N.10°09'45"W. FOR 83.45 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

3) THENCE CONTINUE N.10°09'45"W. FOR 11.23 FEET;
4) THENCE N.43°52'49"W. FOR 9.36 FEET;
5) THENCE N.23°37'12"W. FOR 12.47 FEET;
THENCE LEAVING SAID MEAN HIGH WATER LINE, N.73°59'44"E. FOR 45.53 FEET;
THENCE S.17°24'11"E. FOR 31.33 FEET;
THENCE S.73°19'17"W. FOR 41.41 FEET, TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN.

CONTAINING 1,348 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF CONNECTICUT STREET AS BEING NORTH 47°23'14" WEST, 1983 NORTH AMERICAN DATUM, 1999 ADJUSTMENT, STATE PLANE COORDINATE SYSTEM (GRID) FOR FLORIDA WEST ZONE.

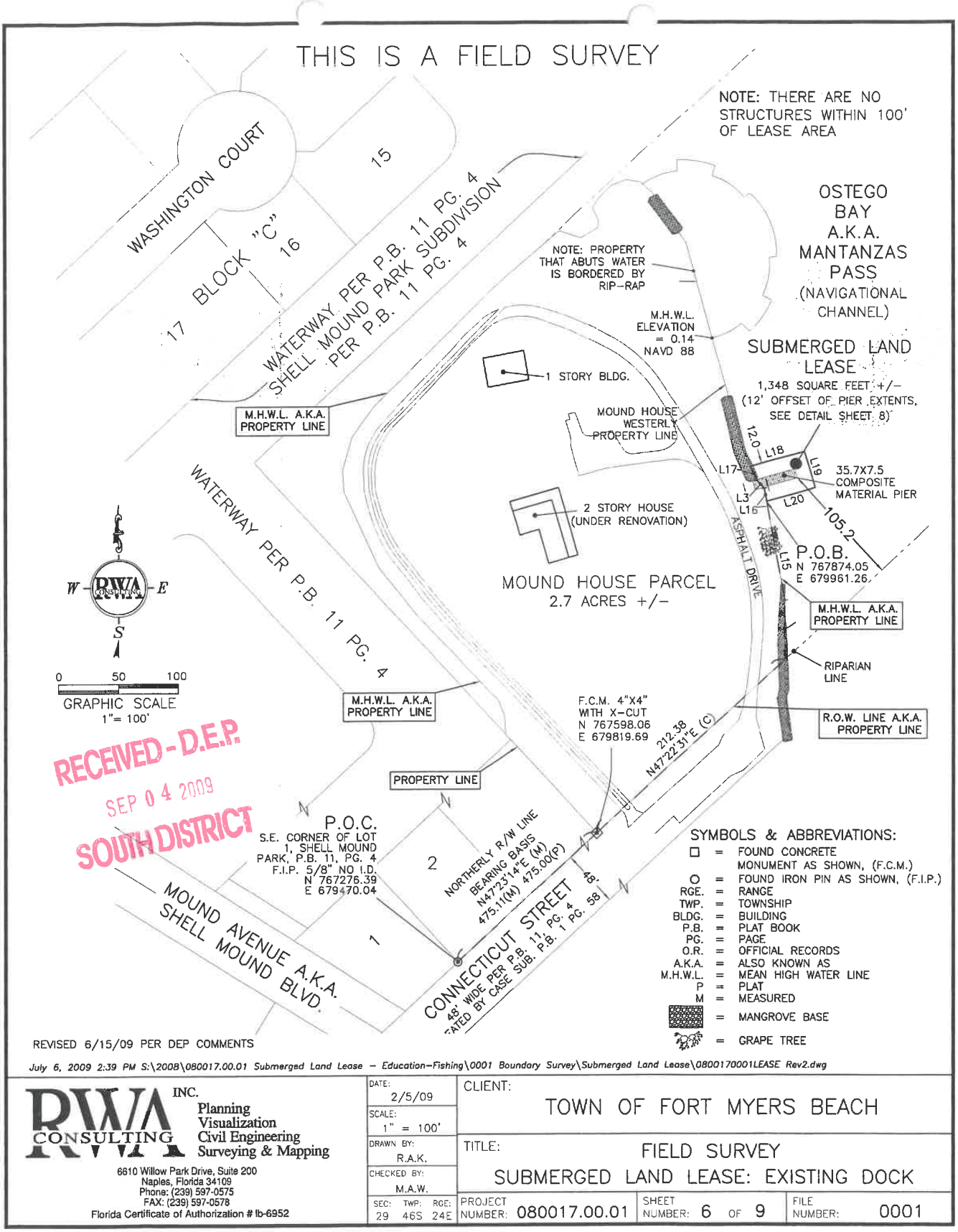
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DATE:	2/5/09
SCALE:	N/A
DRAWN BY:	R.A.K.
CHECKED BY:	M.A.W.
SEC: TWP: RGE:	29 46S 24E
CLIENT:	TOWN OF FORT MYERS BEACH
TITLE:	LEGAL DESCRIPTION SUBMERGED LAND LEASE: EXISTING DOCK
PROJECT NUMBER:	080017.00.01
SHEET NUMBER:	5 OF 9
FILE NUMBER:	0001


THIS IS A FIELD SURVEY
NOTE: THERE ARE NO STRUCTURES WITHIN 100' OF LEASE AREA
WASHINGTON COURT
15
16
17
BLOCK "C"
WATERWAY PER P.B. 11 PG. 4 SHELL MOUND PARK SUBDIVISION PER P.B. 11 PG. 4
NOTE: PROPERTY THAT ABUTS WATER IS BORDERED BY RIP-RAP
OSTEGO BAY A.K.A. MANTANZAS PASS (NAVIGATIONAL CHANNEL)
M.H.W.L. ELEVATION = 0.14 NAVD 88
SUBMERGED LAND LEASE
1,348 SQUARE FEET +/- (12' OFFSET OF PIER EXTENTS, SEE DETAIL SHEET 8)
1 STORY BLDG.
M.H.W.L. A.K.A. PROPERTY LINE
MOUND HOUSE WESTERLY PROPERTY LINE
12.0
L18
L17
L19
35.7X7.5 COMPOSITE MATERIAL PIER
L3
L16
L20
105.2
2 STORY HOUSE (UNDER RENOVATION)
ASPHALT DRIVE
L15
P.O.B.
N 767874.05
E 679961.26
MOUND HOUSE PARCEL
2.7 ACRES +/-
WATERWAY PER P.B. 11 PG. 4
M.H.W.L. A.K.A. PROPERTY LINE
RIPARIAN LINE
F.C.M. 4"X4" WITH X-CUT
N 767598.06
E 679819.69
212.38
N47°22'31"E (C)
R.O.W. LINE A.K.A. PROPERTY LINE
PROPERTY LINE
P.O.C.
S.E. CORNER OF LOT 1, SHELL MOUND PARK, P.B. 11, PG. 4
F.I.P. 5/8" NO I.D.
N 767276.39
E 679470.04
2
1
NORTHERLY R/W LINE BEARING BASIS N47°23'14"E (M) 475.11(M) 475.00(P)
MOUND AVENUE A.K.A. SHELL MOUND BLVD.
CONNECTICUT STREET
48' WIDE PER P.B. 11, PG. 4
CREATED BY CASE SUB. P.B. 1 PG. 58
W
E
S
RWA CONSULTING INC.
0 50 100
GRAPHIC SCALE
1"= 100'
RECEIVED - D.E.P.
SEP 04 2009
SOUTH DISTRICT
SYMBOLS & ABBREVIATIONS:
□ = FOUND CONCRETE MONUMENT AS SHOWN, (F.C.M.)
O = FOUND IRON PIN AS SHOWN, (F.I.P.)
RGE. = RANGE
TWP. = TOWNSHIP
BLDG. = BUILDING
P.B. = PLAT BOOK
PG. = PAGE
O.R. = OFFICIAL RECORDS
A.K.A. = ALSO KNOWN AS
M.H.W.L. = MEAN HIGH WATER LINE
P = PLAT
M = MEASURED
= MANGROVE BASE
= GRAPE TREE
REVISED 6/15/09 PER DEP COMMENTS
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DRAWN BY: R.A.K.
CHECKED BY: M.A.W.
SEC: 29 TWP: 46S RGE: 24E
CLIENT: TOWN OF FORT MYERS BEACH
TITLE: FIELD SURVEY
SUBMERGED LAND LEASE: EXISTING DOCK
PROJECT NUMBER: 080017.00.01
SHEET NUMBER: 6 OF 9
FILE NUMBER: 0001

DIMENSION TABLES TO ACCOMPANY FIELD SURVEYS

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CB	CD
C1	30.60	58.37	30°02'04"	N69°34'00"E	30.25
C2	31.93	72.78	25°08'01"	S81°26'14"E	31.67
C3	32.37	58.34	31°47'50"	S55°42'44"E	31.96
C4	59.10	63.33	53°28'15"	S22°40'19"E	56.98
C5	32.39	58.34	31°48'35"	S10°22'43"W	31.97
C6	31.90	72.77	25°06'46"	S35°57'19"W	31.64
C7	27.39	57.28	27°23'41"	S63°25'33"W	27.13

LINE TABLE		
LINE	BEARING	LENGTH
L1	N00°01'32"E	50.02
L2	N10°09'45"W	94.68
L3	N43°52'49"W	9.36
L4	N23°37'12"W	28.66
L5	N15°11'06"W	95.23
L6	N15°11'06"W	82.07
L7	N33°41'31"W	49.35
L8	N47°07'28"W	10.72
L9	N00°16'06"W	9.19
L10	S17°12'56"W	8.63
L11	N50°46'05"E	5.59
L12	S83°50'49"W	5.59
L13	S62°43'45"E	8.62
L14	N45°27'16"W	9.17
L15	N10°09'45"W	83.45
L16	N10°09'45"W	11.23
L17	N23°37'12"W	12.47
L18	N73°59'44"E	45.53
L19	S17°24'11"E	31.33
L20	S73°19'17"W	41.41

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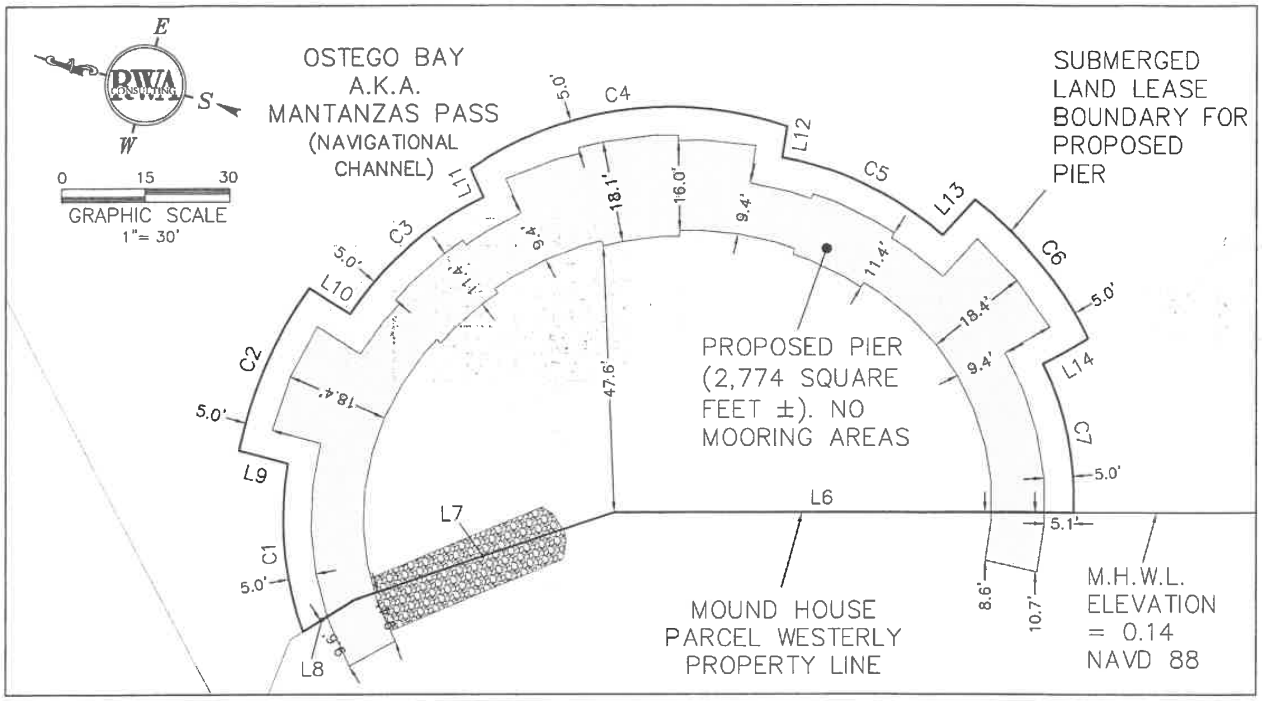
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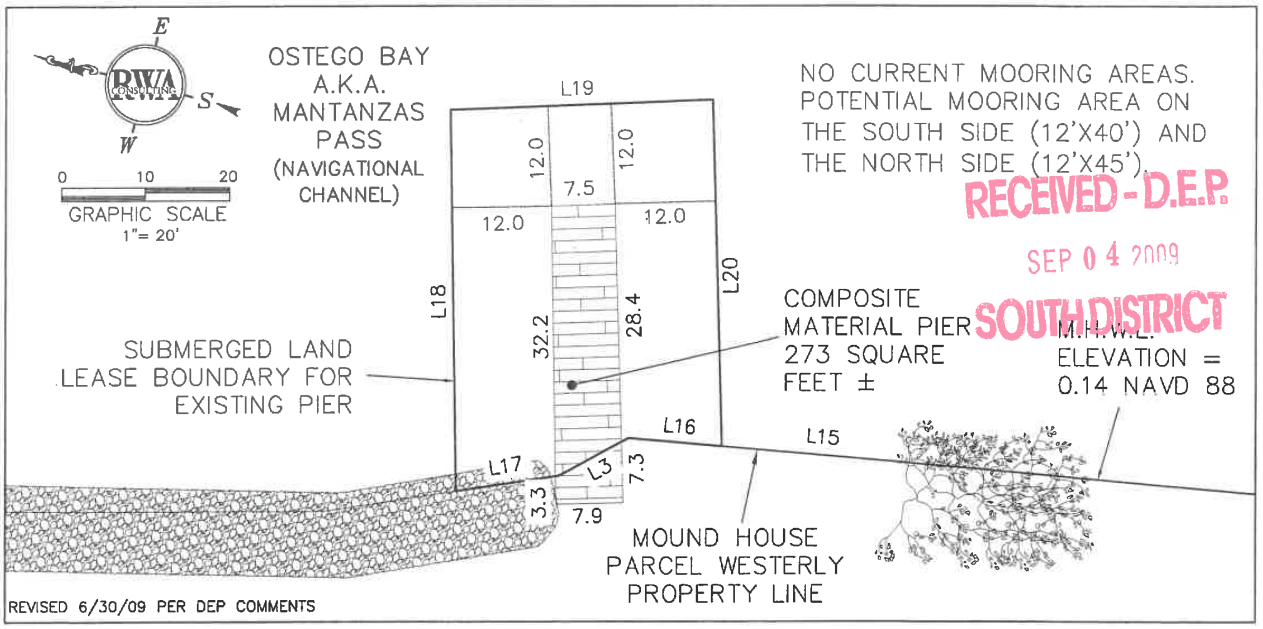
CLIENT: TOWN OF FORT MYERS BEACH

TITLE: DIMENSION TABLES TO ACCOMPANY FIELD SURVEYS

PROJECT NUMBER: 080017.00.01 | SHEET NUMBER: 7 OF 9 | FILE NUMBER: 0001

DETAILS



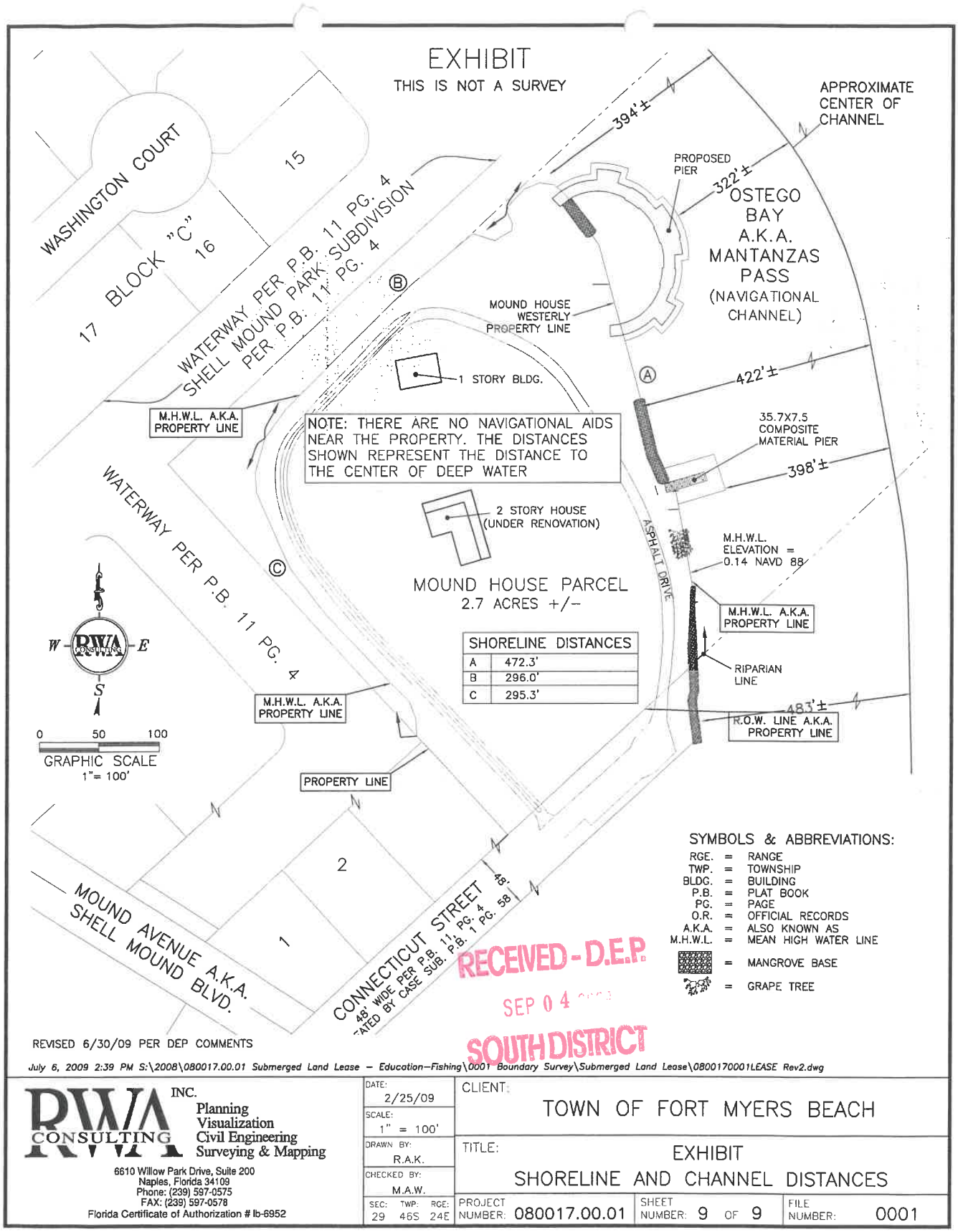


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July 6, 2009 2:39 PM S:\2008\080017.00.01 Submerged Land Lease – Education–Fishing\0001 Boundary Survey\Submerged Land Lease\0800170001LEASE Rev2.dwg

RWA CONSULTING INC.
Planning
Visualization
Civil Engineering
Surveying & Mapping
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
Florida Certificate of Authorization # lb-6952

DATE:	2/5/09
SCALE:	N/A
DRAWN BY:	R.A.K.
CHECKED BY:	M.A.W.
SEC: TWP: RGE:	29 46S 24E
CLIENT:	TOWN OF FORT MYERS BEACH
TITLE:	DETAILS
PROJECT NUMBER:	080017.00.01
SHEET NUMBER:	8 OF 9
FILE NUMBER:	0001



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Naples, Florida 34109
Phone: (239) 597-0575
FAX: (239) 597-0578
Florida Certificate of Authorization # lb-6952

DATE: 2/25/09
SCALE: 1" = 100'
DRAWN BY: R.A.K.
CHECKED BY: M.A.W.
SEC: 29 TWP: 46S RGE: 24E

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: EXHIBIT
SHORELINE AND CHANNEL DISTANCES

PROJECT NUMBER: 080017.00.01
SHEET NUMBER: 9 OF 9
FILE NUMBER: 0001

16

Return to:
Jeane Zinn
Sunbelt Title
4851 Tamiami Trail N #100
Naples, FL

INSTR # 4884396
OR BK 03259 PG 3744
RECORDED 05/25/00 03:48 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 73.50
DOC TAX PD(F.S.201.02) 7,000.00
DEPUTY CLERK K Cartwright

This Instrument Prepared By:
Richard V.S. Roosa
1714 Cape Coral Parkway
Cape Coral, Florida 33904

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE, made this 18th day of May A.D. 2000, between ELIZABETH C. MEYER, not individually but as Personal Representative of the Estate of FLORENCE C. LONG, Deceased of the County of DuPAGE in the State of ILLINOIS, grantor, and the Town of Fort Myers Beach, a Florida Municipal Corporation, whose post office address is 2523 Estero Boulevard, Fort Myers Beach, Florida, grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Lee County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

By acceptance of this Personal Representative's deed, grantee herein hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Grant Award Agreement attached hereto as Exhibit "B". These covenants and restrictions shall run with the Property herein described. If any of the covenants and restrictions of the Grant Award Agreement are violated by the grantee or by some third party with the knowledge of the grantee, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with the Grant Award Agreement without further notice to grantee, its successors and assigns, and grantee, its successors and assigns shall forfeit all right, title and interest in and to the Property described herein.

Property Appraiser's Parcel Identification Number: 29-46-24-W2-00146.0010

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in
the presence of:

ELIZABETH C. MEYER, not individually but as Personal Representative of the Estate of FLORENCE C. LONG, Deceased

Elizabeth C. Meyer

Marilyn E. Meyer
Witness Marilyn E Meyer

Melissa M. Hernandez
Witness Melissa M. Hernandez

The foregoing instrument was acknowledged before me this 18th day of May, 2000, by ELIZABETH C. MEYER, not individually but as Personal Representative of the Estate of FLORENCE C. LONG, Deceased, who was not placed under oath and is personally known to me or who has produced _____ as identification.

Robert V. Lewis Notary Public
Robert V. Lewis
My Commission Expires:_____

202245

"OFFICIAL SEAL"
Robert V. Lewis
Notary Public, State of Illinois
My Commission Expires July 9, 2001

EXHIBIT "A"

Lot 46, CASE SUBDIVISION OF GOVERNMENT LOTS NO. ONE, TWO AND THREE of Section 29, Township 46 South, Range 24 East, in Lee County, Florida, according to the plat recorded in Plat Book 1, page 58, as affected by conveyance and affidavit recorded in Deed Book 131, pages 300 through 304, all of the public records of Lee County, Florida.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at the Southeasterly corner of Lot 47 of CASE'S SUBDIVISION; thence running Northeasterly along the Easterly boundary of Lot 47 of said subdivision to the Northeasterly corner of said Lot 47 to the Point of Beginning of the land herein excepted; thence running Northeasterly in a direct line along the Easterly boundary of said Lot 47 projected in a Northerly direction to a point intersecting the South line of Section 20, Township 46 South, Range 24 East; thence running West along the South line of said Section 20 to a point intersecting the Northeasterly corner of Lot 45 of CASE'S SUBDIVISION aforesaid; thence running Southwesterly along the Easterly boundary of said Lot 45 to the Northwesterly corner of Lot 47 of said subdivision; thence running Southeasterly along the Northerly boundary of said Lot 47 to the Point of Beginning.

ALSO LESS AND EXCEPTING that part of Lot 46, CASE SUBDIVISION, according to a plat thereof recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, of the public records of Lee County described as follows:

Beginning at the corner common to Lots 46 and 50 of said CASE SUBDIVISION on the Northwesterly side of Connecticut Street, run Northeasterly along said street for 461 feet; thence run Northwesterly perpendicular to said street for 100 feet; thence run Northeasterly parallel with said street for 100 feet; thence run Northwesterly perpendicular to said street for 315 feet; thence run Northeasterly parallel to said street for 400 feet, more or less, to the waters of Ostego Bay; thence run Northwesterly along said Bay to a point on the North line of said Section 29; thence run West along said section line to an intersection with a Northeasterly prolongation of the line dividing Lots 47 and 48 of CASE SUBDIVISION; thence run Southwesterly along said prolongation for 564.9 feet to the Northeasterly corner of said Lot 47; thence run Southeasterly along the Southwesterly line of said Lot 46 to the Point of Beginning.

ALSO LESS AND EXCEPTING:

A tract or parcel of land lying in Lot 46 of CASE SUBDIVISION, according to plat recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, inclusive, of the public records of Lee County, which tract or parcel is described as follows:

Beginning at the most Easterly corner of Lot 6, Block A of Shell Mound Park, according to plat recorded in Plat Book 11, at page 4 of said public records, run Northeasterly along a prolongation of the Southeasterly line of said Lot 6, along the Northwesterly line of Connecticut Street for 100 feet; thence deflect 90°00' to the left and run Northwesterly, parallel with the Northeasterly line of said Lot 6 for 100.0 feet to the Southeasterly corner of a waterway as shown on said plat of Shell Mound Park; thence deflect 90°00' to the left and run Southwesterly along the Southeasterly line of said waterway for 100.0 feet to the most Northerly corner of said Lot 6; thence run Southeasterly along said Northeasterly line of said lot for 100 feet to the Point of Beginning.

RECORDER'S MEMO
Legibility of Writing, Typing or Printing Unsatisfactory in this Document When Received.

EXHIBIT "B"

This document prepared by:
Ann J. Wild
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

FLORIDA COMMUNITIES TRUST
P7A AWARD#96-046-P7A
FCT Contract#00-CT-ST-97-7A-31-046

GRANT AWARD AGREEMENT

THIS AGREEMENT is entered into this 10th day of MAY, 2000, by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and the TOWN OF FORT MYERS BEACH ("FCT Recipient"), in order to impose terms, conditions, and restrictions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds and as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), as shall be necessary to ensure compliance with applicable Florida Law and federal income tax law and to otherwise implement provisions of Chapters 253, 259, and 380, Florida Statutes.

WHEREAS, Part III Chapter 380, Florida Statutes, the Florida Communities Trust Act, creates a nonregulatory agency within the Department of Community Affairs, which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans and in otherwise conserving natural resources and resolving land use conflicts by providing financial assistance to local governments to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, Section 1 of the Florida Preservation 2000 Act provides for the distribution of ten percent (10%) of the net Preservation 2000 Revenue Bond proceeds to the Department of Community Affairs to provide land acquisition grants and loans to local governments through the FCT;

WHEREAS, the Governor and Cabinet authorized the sale and issuance of State of Florida Department of Natural Resources

Preservation 2000 Revenue Bonds ("Bonds");

WHEREAS, the Bonds were issued as tax-exempt bonds, meaning that the interest on the Bonds is excluded from the gross income of Bondholders for federal income tax purposes;

WHEREAS, Rule 9K-4.010(2)(f), F.A.C., authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding in accordance with Rule Chapter 9K-4, F.A.C.;

WHEREAS, the FCT has approved the terms under which the Project Site is acquired and the deed whereby the FCT Recipient acquires title to the Project Site shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund upon the failure of the FCT Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, such covenants and restrictions shall be imposed by an agreement which shall describe with particularity the real property which is subject to the agreement and shall be recorded in the county in which the real property is located; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to its acquisition with the FCT Preservation 2000 Bond award.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and FCT Recipient do hereby contract and agree as follows:

I. GENERAL CONDITIONS.

1. Upon execution and delivery by the parties hereto, the FCT Recipient shall cause this Agreement to be recorded and filed in the official public records of Lee County, Florida, and

referenced by the warranty deed vesting fee simple title to the Project Site in the FCT Recipient, and in such manner and in such other places as FCT may reasonably request, and shall pay all fees and charges incurred in connection therewith.

2. The FCT Recipient and FCT agree that the State of Florida Department of Environmental Protection will forward this Agreement to Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax exempt status of the Preservation 2000 Bonds is not jeopardized, FCT and FCT Recipient shall amend the Agreement accordingly.

3. This Agreement may be amended at any time. Any amendment must be set forth in a written instrument and agreed to by both the FCT Recipient and FCT.

4. This Agreement and the covenants and restrictions contained herein shall run with the Property herein described and shall bind, and the benefits shall inure to, respectively, the FCT and the FCT Recipient and their respective successors and assigns.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, with respect to both substantive rights and with respect to procedures and remedies.

6. Any notice required to be given hereunder shall be given by personal delivery, by registered mail or by registered expedited service at the addresses specified below or at such other addresses as may be specified in writing by the parties hereto, and any such notice shall be deemed received on the date of delivery if by personal delivery or expedited delivery service, or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Executive Director

FCT Recipient: _____
Town of Fort Myers Beach

96-049-P7A
GAA/4-30-99

P.O. Box 3077
Fort Myers Beach, FL 33932
ATTN: Marsha Segal-George - Town Manager

7. If any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

II. PROJECT SITE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375, AND CHAPTER 380, PART III, FLORIDA STATUTES.

1. If any essential term or condition of this grant agreement is violated by the FCT Recipient or by some third party with the knowledge of the FCT Recipient and the FCT Recipient does not correct the violation within 30 days of notice of the violation, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund. The FCT shall treat such property in accordance with Section 380.508(4)(e), Florida Statutes.

2. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee, containing such covenants, clauses, or other restrictions as are sufficient to protect the interest of the people of Florida.

3. The interest, if any, acquired by the FCT Recipient in the Project Site will not serve as security for any debt of the FCT Recipient unless FCT approves the transaction.

4. If the existence of the FCT Recipient terminates for any reason, title to all interest in real property it has acquired with the FCT award shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund, unless FCT negotiates an agreement with another local government or nonprofit organization which agrees to accept title to all interest in and to manage the Project Site.

5. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the FCT Recipient shall deposit with the FCT any insurance proceeds or any

condemnation award, and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. The FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the FCT Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from the FCT, the FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT will have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

III. PROJECT SITE OBLIGATIONS IMPOSED BY FCT ON THE FCT RECIPIENT.

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for passive, natural resource-based public outdoor recreation which is compatible with the conservation, protection and enhancement of the Project Site, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Project Plan as approved by FCT.

2. The FCT Recipient shall prepare and submit to FCT an annual report as required by Rule 9K-4.013, F.A.C.

3. The FCT Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses as appropriate. If an amendment to the FCT Recipient's comprehensive plan is required to comply with this paragraph, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the FCT Recipient.

4. FCT Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction as applicable. Evidence

shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

5. The FCT Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the FCT approved Project Plan.

6. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the FCT Recipient at the Project Site.

7. All buildings, structures, improvements, and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and/or major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably with- held by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. The approval by FCT of the FCT Recipient's management plan addressing the items mentioned herein shall be considered written approval from FCT.

8. If archaeological and historic sites are located on the Project Site, the FCT Recipient shall comply with Chapter 267, Florida Statutes. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site will be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

9. The FCT Recipient shall ensure that the Project Site is identified as being publicly owned and operated as a passive, natural resource-based public outdoor recreational site in all signs, literature and advertising regarding the Project Site. The FCT Recipient shall erect a sign(s) identifying the Project Site as being open to the public and as having been purchased with funds from FCT and FCT Recipient.

IV. OBLIGATIONS INCURRED BY FCT RECIPIENT AS A RESULT OF BOND PROCEEDS BEING UTILIZED TO PURCHASE THE PROJECT SITE.

1. If the Project Site is to remain subject, after its acquisition by the State and the FCT Recipient, to any of the below listed activities or interests, the FCT Recipient shall provide at

least 60 days written notice of any such activity or interest to FCT prior to the activity taking place, and shall provide to FCT such information with respect thereto as FCT reasonably requests in order to evaluate the legal and tax con- sequences of such activity or interest:

a. any lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site to a non-governmental person or organization;

c. any sales contract or option to buy things attached to the Project Site to be severed from the Project Site, with a non-governmental person or organization;

d. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

e. a management contract of the Project Site with a non-governmental person or organization; and

f. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

2. FCT Recipient agrees and acknowledges that the following transaction, events, and circumstances may not be permitted on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law:

a. a sale of the Project Site or a lease of the Project Site to a non-governmental person or organization;

b. the operation of a concession on the Project Site by a non-governmental person or organization;

c. a sale of things attached to the Project Site to be severed from the Project Site to a non-governmental person or organization;

d. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of bonds from which the disbursement is to be made;

e. any use of the Project Site by non-governmental persons other than in such person's capacity as a member of the general public;

f. a management contract of the Project Site with a non-governmental person or organization; and

g. such other activity or interest as may be specified from time to time in writing by FCT to the FCT Recipient.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE FCT RECIPIENT AND OTHER GOVERNMENTAL BODIES, NOT FOR PROFIT ENTITIES, OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE FCT RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

V. CONDITIONS THAT ARE PARTICULAR TO THE PROJECT SITE AS A RESULT OF THE FCT APPROVED MANAGEMENT PLAN.

1. Outdoor recreational facilities including wildlife observation areas and interpretive displays shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

2. The FCT Recipient shall provide environmental educational programs at the Project Site. The programs shall be conducted on a regularly scheduled basis.

3. The FCT Recipient shall conduct a survey of plant species on the Project Site. The FCT Recipient shall detail how the survey shall be used during development of the site to insure the protection, restoration, and preservation of the natural resources on the Project Site.

4. The wetland communities that occur on the Project Site shall be preserved, enhanced, and appropriately managed to ensure the long-term viability of these communities.

5. The FCT Recipient shall ensure that the Project Site is

managed in a manner that will protect and enhance the listed and non-listed native wildlife species and their habitat. The FCT Recipient shall coordinate with the Florida Game and Fresh Water Fish Commission and the Bureau of Protected Species to ensure the preservation and viability of listed and non-listed native wildlife species and their habitat.

6. The FCT Recipient shall restore the degraded wetland communities along the shoreline in terms of biological composition and ecological function.

7. The FCT Recipient shall replant approximately 40 percent of the site with native vegetation.

8. Invasive exotic vegetation that occurs on the Project Site shall be eradicated. The FCT Recipient shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.

9. The FCT Recipient shall coordinate the management of the Project Site with the land managers of other conservation and preservation lands in the project area, including the Estero Bay Aquatic Preserve.

10. The FCT Recipient shall coordinate all development on the Project Site with the Department of State, Division of Historic Resources in order to prevent the disturbance of significant historic features located on the Project Site.

11. The FCT recipient shall ensure that the location and design of the parking facility will have minimal impacts on natural and historic resources. The parking area shall incorporate pervious material wherever feasible.

12. A vegetative buffer shall be provided along the boundary of the Project Site that interfaces the residential developments to the north and west of the Project Site.

13. The FCT recipient shall provide bike parking stands at the Project Site to provide an alternative to automobile transportation to the Project Site.

14. The requirements imposed by other grant program funds that may be sought by the FCT Recipient for activities associated with the Project Site shall not conflict with the terms and

conditions of the FCT award.

THIS GRANT AWARD AGREEMENT embodies the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

Witness:

Daniel L. Hughes
Print Name:

Marsha Segal-George
Print Name:

TOWN OF FORT MYERS BEACH

BY: Daniel L. Hughes
Its: Mayor
Date: 5.1.00

Attest: Marsha Segal-George
Clerk

Accepted as to Legal Form and Sufficiency:

Date: 5.1.00

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 1st day of May, 2000, by Daniel L. Hughes, as Mayor. He\She is personally known to me.

Janeen A. Paulauskis
Notary Public
Print Name: Janeen A. Paulauskis
Commission No. CC 693947
My Commission Expires: Nov. 4, 2001

JANEEN A. PAULAUSKIS
MY COMMISSION # CC 693947
EXPIRES: November 4, 2001
1-800-3-NOTARY Notary Service & Bonding Co.

96-049-P7A
GAA/4-30-99

FLORIDA COMMUNITIES TRUST

Teresa Divers
Print Name: Teresa Divers

Heidi Recksiek
Print Name: Heidi Recksiek

Ralph Cantral
Acting Executive Director
Date: 5/10/00

Accepted as to Legal Form and Sufficiency:

Ann J. Wild, Trust Counsel
Date: 5-10-00

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 10 day of May, 2000, by Ralph Cantral, as Acting Executive Director of the Florida Communities Trust. He is personally known to me.

NOTARY PUBLIC STATE OF FLORIDA
DARRAH L. BAGLEY
COMMISSION # CC 716067
EXPIRES FEB 12, 2002
BONDED THRU
ATLANTIC BONDING CO., INC.

Darrah L. Bagley
Notary Public
Print Name: Darrah L. Bagley
Commission No. CC716067
My Commission Expires: 02-12-2002

96-049-P7A
GAA/4-30-99

EXHIBIT "A"

Lot 46, CASE SUBDIVISION OF GOVERNMENT LOTS NO. ONE, TWO AND THREE of Section 29, Township 46 South, Range 24 East, in Lee County, Florida, according to the plat recorded in Plat Book 1, page 58, as affected by conveyance and affidavit recorded in Deed Book 131, pages 300 through 304, all of the public records of Lee County, Florida.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at the Southeasterly corner of Lot 47 of CASE'S SUBDIVISION; thence running Northeasterly along the Easterly boundary of Lot 47 of said subdivision to the Northeasterly corner of said Lot 47 to the Point of Beginning of the land herein excepted; thence running Northeasterly in a direct line along the Easterly boundary of said Lot 47 projected in a Northerly direction to a point intersecting the South line of Section 20, Township 46 South, Range 24 East; thence running West along the South line of said Section 20 to a point intersecting the Northeasterly corner of Lot 45 of CASE'S SUBDIVISION aforesaid; thence running Southwesterly along the Easterly boundary of said Lot 45 to the Northwesterly corner of Lot 47 of said subdivision; thence running Southeasterly along the Northerly boundary of said Lot 47 to the Point of Beginning.

ALSO LESS AND EXCEPTING that part of Lot 46, CASE SUBDIVISION, according to a plat thereof recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, of the public records of Lee County described as follows:

Beginning at the corner common to Lots 46 and 50 of said CASE SUBDIVISION on the Northwesterly side of Connecticut Street, run Northeasterly along said street for 461 feet; thence run Northwesterly perpendicular to said street for 100 feet; thence run Northeasterly parallel with said street for 100 feet; thence run Northwesterly perpendicular to said street for 315 feet; thence run Northeasterly parallel to said street for 400 feet, more or less, to the waters of Ostego Bay; thence run Northwesterly along said Bay to a point on the North line of said Section 29; thence run West along said section line to an intersection with a Northeasterly prolongation of the line dividing Lots 47 and 48 of CASE SUBDIVISION; thence run Southwesterly along said prolongation for 564.9 feet to the Northeasterly corner of said Lot 47; thence run Southeasterly along the Southwesterly line of said Lot 46 to the Point of Beginning.

ALSO LESS AND EXCEPTING:

A tract or parcel of land lying in Lot 46 of CASE SUBDIVISION, according to plat recorded in Plat Book 1, at page 58 and plat and affidavit recorded in Deed Book 131, at pages 300 to 304, inclusive, of the public records of Lee County, which tract or parcel is described as follows:

Beginning at the most Easterly corner of Lot 6, Block A of Shell Mound Park, according to plat recorded in Plat Book 11, at page 4 of said public records, run Northeasterly along a prolongation of the Southeasterly line of said Lot 6, along the Northwesterly line of Connecticut Street for 100 feet; thence deflect 90°00' to the left and run Northwesterly, parallel with the Northeasterly line of said Lot 6 for 100.0 feet to the Southeasterly corner of a waterway as shown on said plat of Shell Mound Park; thence deflect 90°00' to the left and run Southwesterly along the Southeasterly line of said waterway for 100.0 feet to the most Northerly corner of said Lot 6; thence run Southeasterly along said Northeasterly line of said lot for 100 feet to the Point of Beginning.

RECORDER'S MEMO
Legibility of writing, typing or
Printing Unsatisfactory in this
Document When Received.

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-434**

1. **Request:**

Meeting Date: April 20, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND KIMLEY-HORN ASSOCIATES, INC. UNDER RFQ-22-25-AD "ONGOING MISCELLANEOUS SERVICES" FOR AN ADDITIONAL YEAR; AND PROVIDING AN EFFECTIVE DATE

Why the action is necessary:

Provides continued service to the Town from Kimley-Horn Associates, Inc.

What the action accomplishes:

Renews the previous agreement from April 17, 2026, through April 17, 2027.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Chadd Chustz, Environmental Projects Manager

5. **Background:**

The professional service agreement under RFQ-25-22-AD was executed in April 2023 for a period of 3 years. The agreement has 2 additional one-year renewals available. This is renewal one of two.

Attachments:

1. 26-077, Renewal 1 of 2 RFQ-22-25-AD Kimley Horn
2. Exhibit A to Resolution 26-077 Amendment 1 Renewal
3. Exhibit A to Amendment 1 Kimley-Horn PSA Signed w addl documents (1)

Financial Impact:

N/A

6. **Alternative Action**

Not to approve the renewals and issue a new RFQ.

7. **Management Recommendations:**

8. **Recommended Approval:**

Conor Nally, Contracts & Procurement Manager	Created/Initiated - 4/3/2026
Frankie Kropacek, Community Development Director	Approved - 4/8/2026
Joe Onzick, Finance Director	Approved - 4/9/2026
nancy stuparich, Town Attorney	Approved - 4/10/2026
Amy Baker, Town Clerk	Approved - 4/13/2026
William McKannay, Town Manager	Final Approval - 4/13/2026

RESOLUTION NUMBER 26-077

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO EXTEND THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN AND KIMLEY-HORN ASSOCIATES, INC. UNDER RFQ-22-25-AD "ONGOING MISCELLANEOUS SERVICES" FOR AN ADDITIONAL YEAR; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, pursuant to a competitive procurement process in compliance with state law and Town Code – RFQ-22-25-AD " Ongoing Miscellaneous Services", the Town entered into a professional services agreement with Kimley-Horn Associates, Inc. to provide professional services to the Town ("the Agreements"); and

WHEREAS, each Agreement included an option for the Town to extend the term of the Agreement; and

WHEREAS, the Town believes it is in the best interest for the health, safety and welfare of the Town's business owners, residents, and visitors to extend the Agreements for an additional year.

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. The Town Manager is authorized to execute amendment #1 to the Agreement for an additional year from April 17, 2026m and expend budgeted funds on behalf of the Town for such services.

Section 3. This resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

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

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

ADOPTED this ___ day of _____, 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 _____.

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT

The undersigned parties to that certain Professional Services Agreement entered between the Town of Fort Myers Beach and Kimley-Horn Associates, INC., originally dated April 17, 2022, hereby agree, pursuant to paragraph 4 of the Agreement, to renew the Agreement on the same terms and conditions for a period of one year, commencing on April 17, 2026, and expiring on April 16, 2027. Those terms and conditions are reflected in the prior agreement that is attached hereto and incorporated herein by reference as Exhibit A.

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

TOWN OF FORT MYERS BEACH

By: _____
William McKannay, Town Manager

Date: _____

Kimley-Horn Associates, INC.

By: _____

Title: _____

DATE: _____

ATTEST:

_____
Amy Baker, Town Clerk

APPROVED AS TO LEGAL FORM:

_____
Vose Law Firm, LLC, Town Attorney

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this **17th** day of **April 2023** by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2525 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and **Kimley- Horn and Associates, Inc.** ("Consultant"), whose address is **1412 Jackson Street, Suite 2, Fort Myers, Florida 33901.**

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Miscellaneous Professional Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

TIME OF CONTRACT: This contract will be for a period of three (3) years with an option to renew for two (2) terms of one-year each by mutual agreement of the parties. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, and any subsequent renewal.

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

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES

1.01 SCOPE OF SERVICES. Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES. Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION. All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE. Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL

(1) QUALIFIED PERSONNEL: The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.

(2) CONSULTANT'S PROJECT DIRECTOR: The Consultant agrees to employ and designate, in writing, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.

(3) REMOVAL OF PERSONNEL: Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.

(4) SUB-CONSULTANT: The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

(5) SUB-CONTRACTOR: The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) RESPONSIBILITY TO CORRECT: The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials

resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.

(2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

(1) PROJECT GUIDELINES AND CRITERIA: Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction, time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.

(2) TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL: At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS

(1) LUMP SUM FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

(2) NOT-TO-EXCEED FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it is shall mean:

- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
- For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
- For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
- Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
- The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
- When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).
- If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT

(1) MONTHLY STATEMENTS: The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.

(2) PAYMENT FOR SERVICES PERFORMED: The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

(A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work- in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE: The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by the date assigned with each individual Supplemental Task Authorization as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide, perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:
The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:
The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said

performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:
The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:
Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION
The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION
The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:
Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

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

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.

1. 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.

ARTICLE 15.00 - TERMINATION

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either party.

ARTICLE 17.00 - HEADINGS

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

(1) EXHIBIT "A" entitled "Scope of Professional Services", dated **April 17, 2023**

(2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated **April 17, 2023**

(3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated **April 17, 2023.**

(4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated **April 17, 2023**

(5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated **April 17, 2023**

(6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated **April 17, 2023**

(7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

(8) EXHIBIT "H" entitled "Amendment to Articles", dated **April 17, 2023**

(9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated **April 17, 2023**

(10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated **April 17, 2023**

(11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated **April 17, 2023**

ARTICLE 19 .00 - NOTICES AND ADDRESS OF RECORD

19.01 NOTICES BY CONSULTANT TO TOWN

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2525 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

Kimley- Horn and Associates, Inc.
(Consultant's Business Name)

1412 Jackson Street, Suite 2
(Street/ P.O. Box)

Fort Myers	**FL**	**33901**
(City)	(State)	(Zip Code)

Telephone Number: **(239) 984-6525**

Fax Number: _____

ATTENTION: **Richard Arico, P.E.** **richard.arico@kimley-horn.com**
Project Director

19.03 CHANGE OF ADDRESS OF RECORD
Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 21.00 - ACCEPTANCE. Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH

By: Andrew Hyatt (May 29, 2024 17:27 EDT)
Andrew Hyatt, Town Manager

ATTEST:

By: Amy Baker
Amy Baker, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: Becky Vose (May 29, 2024 08:56 EDT)
Town Attorney

PROVIDER: Kimley-Horn and Associates, Inc.
Printed name of organization

BY:
Signature

Stefano Viola, P.E.
Printed name of person signing

Vice President
Title (printed)

Witness Signature

Matt Brosman, P.E.
Printed name of Witness

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

TYPES OF WORK

The following is a list of the Types of Work the Town of Fort Myers Beach may require. Each Type of Work states the minimum requirements to be met in order to be qualified by the Town of Fort Myers Beach.

Type of Work

101 Water Resource
Requires engineering expertise in planning, design, permitting, bidding, construction administration, long term loan and grant funding programs in connection with Water Resources as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Water Resources.

103 Stormwater
Requires engineering expertise in planning, designing, permitting, bidding and construction administration phases of service for Storm Water Design, as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Storm Sewer.

104 Water Distribution, Including Lift and Pump Station Design
Requires engineering expertise in long term loan and grant funding programs, planning, designing, permitting, bidding, and construction administration phases of service for Water Distribution, as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of gravity and pressure systems.

106 Landscape Architect
Requires expertise in planning designing, permitting, bidding and construction administration phases of service for Landscape Architecture, including design of Community Parks and Streetscape. The firm must employ at least one landscape architect, registered with the Florida State Board of Landscape Architecture. Additionally, the firm must employ sufficient personnel to provide services normally associated with this type of work.

111 Civil Engineering

Requires engineering expertise in planning, designing, permitting, bidding and construction administration services in connection with Civil Engineering as well as knowledge of current rules and regulations of local, state and federal agencies as applicable. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in this general area.

113 Transportation Planning and Traffic Engineering Services
Requires engineering expertise in planning, design and operation of traffic control devices to provide technical support and engineering recommendations on traffic engineering and related issues. Services shall include, but are not limited to; traffic data/counts, traffic models, signal operations, traffic monitoring, traffic analysis, roadway safety assessment, ITS applications, traffic operations improvements, traffic calming, roadway lighting and traffic control device assessment.

114 Planning / Zoning

The selected individual/firm will work with Town staff to provide expertise in the detailed review of development projects (including projects seeking rezoning) and their consistency with all local, state and federal requirements; preparation of Land Development Code Regulations; preparation of Comprehensive Plan Amendments; Floodplain Management review; Community Rating System review and preparation; Risk-map assessments; oversight of projects through all local, state and federal application processes and approvals to ensure adherence to all Town codes as well as public and Town Council concerns. The individual/firm will prepare staff reports and make presentations to the Local Planning Agency and Town Council. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in site development. The firm must also employ at least one member who is certified through AICP. The firm must employ at least one Certified Floodplain Manager.

QUALIFICATION FOR TYPE OF WORK

Name of Firm: Kimley- Horn and Associates, Inc. **Date:** April 17, 2023

Code: 101 **Type of Work:** Water Resources

List the personnel permanently employed by your firm and indicate the groups of work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Kellie Clark, P.E.	Babcock Ranch	77642	14	Please see included resume.
Alyssa Ford, E.I.	Fort Myers	1100023655	2	Please see included resume.

KELLIE CLARK, P.E.

101 Water Resources



14
YEARS OF EXPERIENCE

Relevant Experience

Dona Bay Phase 2, Sarasota County — Project manager and engineer of record for the second phase of the Dona Bay regional stormwater treatment facility for stormwater flooding and water quality improvements in the Dona Bay watershed. This phase includes modifications to control structures serving a wetland rehydration area, more than 8,000 feet of 72" pipe connecting the rehydration area to the proposed +-370-acre treatment facility, and improvements to the proposed treatment facility discharging to the Myakka River. This phase also includes routing offsite flows to a +-12-acre pond with a large littoral shelf to treat the runoff prior to discharge. The Dona Bay regional stormwater treatment facilities aim to reduce pollutant loads by an estimated 940 lbs/year of TN and a 10% improvement in saltwater habitat over 77 acres.

Hendry Creek West Branch Water Quality Improvements, Fort Myers — Project engineer. Kimley-Horn is providing professional engineering services for the design and permitting of a facility within Hendry Creek watershed that is intended to provide water quality benefits for the community. Specific services include an overall assessment of existing conditions, alternative analysis of multiple preliminary design concepts, permitting, and construction phase services.

Owl Creek Drainage Improvement Project, Charlotte County — Project Engineer. The Owl Creek drainage improvements included the extensive modeling of a nine lake Chain of Lakes system along SR 31. The Chain of Lakes is over 150 acres of lake designed to provide flood alleviation for the region, enhance the water quality of runoff in the area, and maintain the local wetland hydroperiods. The design included the hydrologic and hydraulic modeling of the Owl Creek watershed in Lee and Charlotte counties, as well as the integration and update to the North Fort Myers Surface Water Master Plan.

Baker Park, Naples — Project engineer. Kimley-Horn provided full design services for Baker Park on the Gordon River in Naples. Design components include a large multi-purpose concession building, playground with integrated splash pad, Founder's Garden, day dock, canoe/kayak launch, knoll/overlook, stormwater treatment marsh, small amphitheater area, sunrise terrace, waterfront boardwalks, and a ½ mile trail connecting to the Gordon River Greenway bridge. Kimley-Horn provided landscape architecture, civil engineering, environmental services, and permitting/construction phase services for this $14.5 million, high-profile planned destination.

Business Case Analysis for the City of Miami Beach Stormwater Resiliency Program Pilot Project Project engineer and technical lead for the integrated flood modeling task as a subconsultant to another firm. Led this task, the purpose of which was to assess four design storm events that represent a combination of rainfall, sea level rise, storm surge, and tide stage scenarios under no-build, public investment, and private investment scenarios. The resulting flood depths for the 12 scenarios were mapped out by Kimley-Horn and provided to the City. The outcome of the project was concise communication materials to help City decision-makers articulate the business case for resilience investments backed by technical analyses, integrated flood modeling, and economic analyses.

City of Arcadia Watershed Management Plan, DeSoto County — Lead modeler developing a GWIS compliant ArcGIS and ICPR based model for the City of Arcadia. There are specific areas of interest within the City that have been identified for detailed analysis to address localized flooding concerns. One of the first model tasks was to define basin boundaries throughout the City. This project included watershed evaluation and model development. Kellie is responsible for overseeing all project tasks and leading modeling decisions.

Multi-Basin Stormwater Assessments, Naples, FL — Project engineer. Kimley-Horn is currently assisting the City of Naples in developing a stormwater basin assessment for five selected basins within the City limits. As a low-lying coastal area, the City has experienced increasing flooding incidents and has developed a long term plan to address the increasing flooding by basin. Our team is working with subconsultants WGI and ICF to develop short, medium, and long range plans to address not only the current flooding occurring in the area; but also future flooding caused by climate change, including the impacts of sea level rise, and the increasing intensity return intervals of extreme events. Also included in these efforts are the financial models that will assist the City's decision makers in determining the long term costs of sea level rise to the tax base and home values, and how changes supported by the planning efforts will mitigate those losses.

SPECIAL QUALIFICATIONS

- Has 14 years of modeling and GIS experience with special expertise in watershed management programs, hydrologic and hydraulic modeling, and floodplain mapping

PROFESSIONAL CREDENTIALS

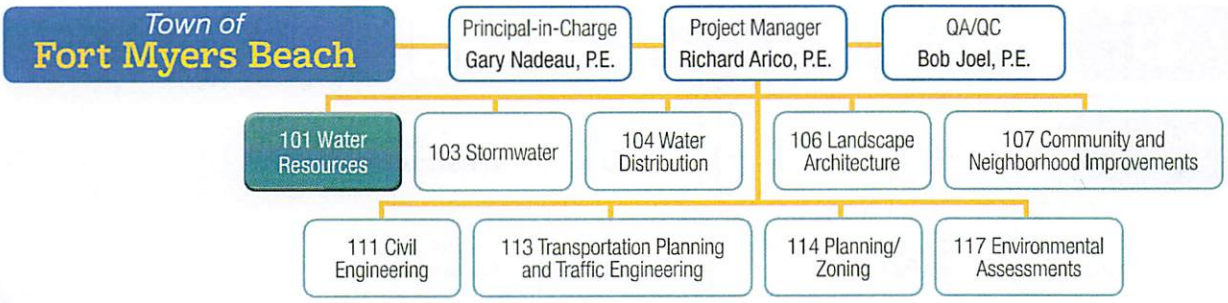
- Master of Engineering, Civil Engineering, University of Florida, 2010
- Bachelor of Science, Civil Engineering, University of Florida, 2009
- Professional Engineer in Florida, #77642, June 12, 2014
- American Water Resources Association, Vice President


STATE OF FLORIDA

FBPE

BOARD OF PROFESSIONAL ENGINEERS

CLARK, KELLIE ROSEANNE



ALYSSA FORD, E.I.

101 Water Resources



2
YEARS OF EXPERIENCE

Relevant Experience

Multi-Basin Stormwater Assessments, Naples, FL — Project analyst. Kimley-Horn is assisting the City of Naples in developing a stormwater basin assessment for five selected basins within the City limits. As a low-lying coastal area, the City has experienced increasing flooding incidents and has developed a long term plan to address the increasing flooding by the basin. Our team is working with subconsultants to develop short, medium, and long-range plans to address not only the current flooding occurring in the area; but also future flooding caused by climate change, including the impacts of sea level rise, and the increasing intensity return intervals of extreme events. We are also creating financial models that will assist the City's decision makers in determining the long-term costs of sea level rise to the tax base and home values and how changes supported by the planning efforts will mitigate those loses.

Lee County Iona Drainage District Canal H-7 Drainage, Phase 1, Fort Myers, FL — Project analyst. Areas adjacent to the Iona Drainage District Canal H-7 experience flooding that does not meet the Level of Service for the area. Kimley-Horn is developing proposed alternatives including modification of a weir structure and the full analysis requires an integrated groundwater / surface water model to evaluate impacts. The initial portion or the project was the development of a local scale model using both the 1D and 2D ICPR Version 4 for the analysis of flood risk reduction projects. Data and parameters in an existing regional scale MIKESHE/11 model were used as the basis of the ICPR Version 4 model. Kimley-Horn coordinated with the Client, SFWMD, and FOOT to collect data concerning the existing drainage/stormwater management systems within the Iona Drainage District Canal H-7 watershed. This data included existing reports/studies, roadway drainage plans, utility record drawings, permit files, topographic data, NRCS soils, land use, geotechnical reports, gauge data, NEXRAD data, and past flooding documentation available. Kimley-Horn analyzed the initial data gathered and identified data gaps and locations where additional survey and geotechnical data was required to create the 1D and 2D ICPR Version 4 model.

Harbor Acres Alternative Analysis, Sarasota, FL — Project analyst. Three baseline models were developed during this study using current design storm events for the 100-year, Mean-Annual (2.33-year) and 25-year storms, the historic, the current, and the future buildout conditions model. Two additional sets of models were developed (using the current and the future conditions baseline models) to include proposed alternatives under each scenario. The historic conditions were intended to establish the performance of the stormwater system under the original design scenario (1940s). The current conditions model was intended to represent the existing conditions of the stormwater system and its performance and to better define the extents of the flooding issues currently affecting the community. The future buildout conditions model was developed to predict the potential performance of the current stormwater system in a future scenario that includes sea level rise conditions (for year 2050) and continued increase of building footprints and other impervious areas. The three conditions were developed using available data and assumptions, no model calibration was included in this analysis. Once the performance of the stormwater system was established for current conditions, six different alternatives were developed using the current conditions model to identify potential solutions or mitigation to the flooding affecting the Harbor Acres development.

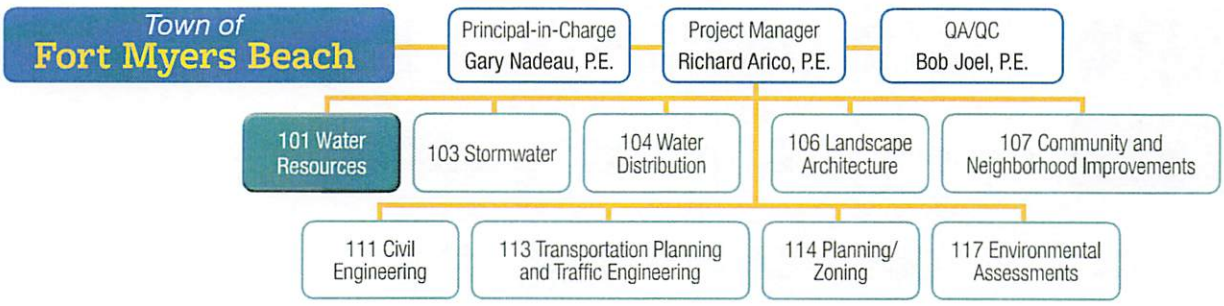
East Winter Haven One Water Master Plan, Winter Haven, FL — Project analyst. Kimley-Horn is working with the City of Winter Haven on this CDBG-MIT grant-funded project to further evaluate and conceptualize future development in the project area. Goals of this project include resolving regional flooding concerns, water quantity and quality degradation, and habitat losses. Our team will evaluate past flooding problems, water storage, and wetland restoration areas; determine quantity of storage needed to mitigate future flooding problems and investigate locations for water storage as well as water recharge; coordinate and make plans with existing landowners and regulatory agencies; our team will conceptualize a comprehensive land use plan for the entire area including residential and commercial areas, water storage and recharge areas, a recreation/multimodal transportation plan, utility master plan, and a modernized resilient land development regulation code for the area.

SPECIAL QUALIFICATIONS

- Has two years of experience in hydrologic and hydraulic modeling, watershed master planning, and floodplain mapping
- Software experience includes the proficient use of ArcGIS, ET GeoWizards, and ICPR4

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Biological Systems Engineering, Virginia Polytechnic Institute and State University
- Master of Science, Biological Systems Engineering, Virginia Polytechnic Institute and State University
- Engineering Intern in Florida, #1100023655



QUALIFICATION FOR TYPE OF WORK

Name of Firm: Kimley- Horn and Associates, Inc. **Date:** April 17, 2023

Code: 103 **Type of Work:** Stormwater

List the personnel permanently employed by your firm and indicate the groups of work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Victor Gallo, P.E.	Winter Park	75592	22	Please see included resume.
Katie Gleason, P.E.	Orlando	94474	6	Please see included resume.

VICTOR GALLO, P.E.

103 Stormwater



22
YEARS OF EXPERIENCE

SPECIAL QUALIFICATIONS

- Has 22 years of experience in stormwater design
- Has designed roadway storm sewer systems and stormwater management facilities for rural, urban, and interstate projects across Florida
- Has led design efforts for FDOT Districts One, Two, Three, Five, and Seven, and for several counties and municipalities

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of South Florida, 2009
- Master of Science, Engineering Management, University of South Florida, 2011
- Professional Engineer in Florida, #75592, 2013
- Engineers Without Borders,
- American Society of Civil Engineers (ASCE)


STATE OF FLORIDA
FBPE
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISION OF CHAPTER 471, FLORIDA STATUTES
GALLO, VICTOR HUGH
LICENSE NUMBER PE75592
EXPIRATION DATE FEBRUARY 28, 2023

Relevant Experience

St. Petersburg Drive Streetscape and Drainage Project (Complete Streets), St. Pete, FL — Project engineer. Kimley-Horn assisted the City with the successful application for grant funding of the construction of St. Petersburg Drive Complete Street Improvements. Following the grant award, the City retained Kimley-Horn to design Complete Street multimodal improvements for St. Petersburg Drive with the goal of transforming the rural roadway into an appealing multimodal Complete Street corridor to better serve the Community Redevelopment Area and promote a walkable community. The existing corridor had no bicycle facilities and limited pedestrian accessibility. The purpose of the design was to eliminate the roadside ditches and implement low impact development elements such as pervious pavement, construct a multiuse path and widened sidewalk, incorporate traffic calming elements including a roundabout and mid-block crossing, provide for roadway corridor decorative lighting, and relocate the overhead utility lines to underground. Design services included survey, SUE, geotechnical, rural to urban roadway conversion and stormwater, environmental permitting, public meetings and presentations, and preparation of construction bid documents.

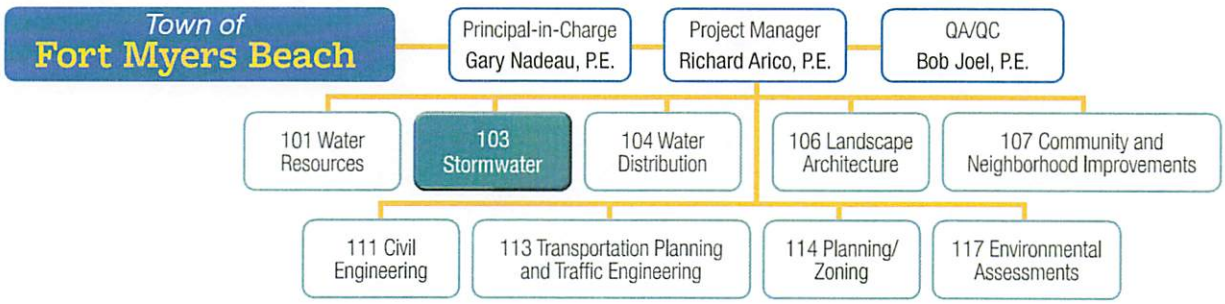
Apopka Tanglewilde Street and Ustler Road Drainage Improvement Project, Apopka, FL — Project manager. This project involves preventing erosion and maintenance challenges along the south side of Tanglewilde Street and along a portion of Ustler Road. Kimley-Horn will provide engineering services associated with the analysis of the existing drainage system; armoring of swales and side slopes within the project limits; a proposed curb along Tanglewilde Street and Ustler Road; minor regrading of roadway to address flooding; side drain/driveway reconstruction (positive drainage); and armoring end treatment.

First Avenue and Forest Street Drainage Study, Windermere, FL — Project engineer. Kimley-Horn prepared a drainage study to identify options to resolve the flooding problems the Town is experiencing at First Avenue and Forest Street. Kimley-Horn provided data collection and analysis of the pre-developed condition to assess the flooding problem along the Forest St, between 1st Ave. and 2nd Ave., and along 1st Avenue, between Butler St. and Forest St., including deficiencies to systems upstream recently constructed under a separate drainage improvement project by others. Kimley-Horn prepared a drainage study and provide a memorandum of findings to identify options to resolve the flooding problems. The memorandum consisted of recommended solution and sketches that included pervious pavement as an alternative.

Townsend Street and US 17 Stormwater and Roadway Flood Protection Improvements, Wauchula, FL — Project engineer. Kimley-Horn was retained to provide design and permit coordination services for a stormwater and roadway improvement project in the City of Wauchula. The City had experienced historical flooding at the intersection of southbound U.S. 17 (S.R. 35) and Townsend Street in the City of Wauchula. Kimley-Horn worked with the City to develop a stormwater model to establish existing conditions and identify improvement alternatives to reduce flooding.

Continuing Planning and Design Consultant Services, Osceola County, FL — Project engineer. Kimley-Horn provided a variety of transportation planning services to the County under this continuing contract. Assistance has included conducting the countywide data collection and analysis program, support for participation with MetroPlan Orlando, travel demand modeling and toll feasibility analysis for the Southport Connector, analysis and coordination with review agencies to support the approval of the County's Master Plan Districts, coordination with the Florida Turnpike, and the Orlando-Orange County Expressway Authority relating to potential Osceola Expressway Authority projects, and assisted the County with the update of the Transportation Element of the County's Comprehensive Plan.

West Dearborn Street and South McCall Road Improvements, Englewood, FL — Project engineer. Kimley-Horn was retained by Sarasota County to complete the West Dearborn Street and South McCall Road improvements project. This project consists of the reconstruction of the downtown Englewood corridor along West Dearborn Street from Indiana Avenue to Old Englewood Road. This multi-faceted project included heavy public involvement and visioning which was aided by Kimley-Horn's fly through and graphics presentations outlining concepts and developing the visions based on public input. The project included the addition of more than 60 new parking spaces and the conversion of existing parking to previous parking fields. In addition, landscape, hardscape, lighting, and wayfinding signing were included as part of the project. A gateway feature which spans the roadway was custom designed and included to establish the sense of place when users arrive along the corridor.



KATIE GLEASON, P.E.

103 Stormwater



6
YEARS OF EXPERIENCE

Relevant Experience

General Engineering Consultant, In-House Drainage Support, FDOT District One — Design engineer. Katie provided drainage-related engineering tasks to FDOT District One under the GEC contract working with Sergio Figueroa and the FDOT Drainage Team since June 2019. Services included design and plans production using Geopak, HY-8, and ICPR 4. In addition, she completed remediation design for multiple drainage complains within the District.

Pretty Pond Road Widening, Zephyrhills, FL — Drainage engineer. The City of Zephyrhills requested design services for roadway and intersection improvements along US 301 and Pretty Pond Road to improve access based upon travel demands of proposed development on Pretty Pond Road. This project for the City of Zephyrhills included 0.5 miles of milling and resurfacing and intersection improvements with left and right turn lane modification of a four-lane roadway. A Drainage Report was completed to avoid adverse impacts by the proposed improvements, including the estimated cost. An inventory of the existing drainage structures was completed to document their condition and a field review was conducted during a rain event. Role: Drainage designer, conduced the design of the proposed system in ASAD, conduced spread calculations.

St. Petersburg Drive Streetscape and Drainage Project (Complete Streets), St. Pete, FL — Project engineer. Kimley-Horn assisted the City with the successful application for grant funding of the construction of St. Petersburg Drive Complete Street Improvements. Following the grant award, the City retained Kimley-Horn to design Complete Street multimodal improvements for St. Petersburg Drive with the goal of transforming the rural roadway into an appealing multimodal Complete Street corridor to better serve the Community Redevelopment Area and promote a walkable community. The existing corridor had no bicycle facilities and limited pedestrian accessibility. The purpose of the design was to eliminate the roadside ditches and implement low impact development elements such as pervious pavement, construct a multiuse path and widened sidewalk, incorporate traffic calming elements including a roundabout and mid-block crossings, provide for roadway corridor decorative lighting, and relocate the overhead utility lines to underground. Design services included survey, SUE, geotechnical, rural to urban roadway conversion and stormwater, environmental permitting, public meetings and presentations, and preparation of construction bid documents.

Townsend Street and US 17 Stormwater and Roadway Flood Protection Improvements, Wauchula, FL — Project engineer. Kimley-Horn was retained to provide design and permit coordination services for a stormwater and roadway improvement project in the City of Wauchula. The City had experienced historical flooding at the intersection of southbound U.S. 17 (S.R. 35) and Townsend Street in the City of Wauchula. Kimley-Horn worked with the City to develop a stormwater model to establish existing conditions and identify improvement alternatives to reduce flooding.

Tanglewilde Street and Ustler Road Drainage Improvement Project, Apopka, FL — Project engineer. This project involves preventing erosion and maintenance challenges along the south side of Tanglewilde Street and along a portion of Ustler Road. Kimley-Horn will provide engineering services associated with the analysis of the existing drainage system; armoring of swales and side slopes within the project limits; a proposed curb along Tanglewilde Street and Ustler Road; minor regrading of roadway to address flooding; side drain/driveway reconstruction (positive drainage); and armoring end treatment.

CFX Design Consultant Services for CR 532 Widening from Old Lake Wilson Road to US 17/92, Orlando, FL — Project engineer. This project consists of a project development study followed by development of a design plans for construction of CR 532 (Osceola Polk Line Road) from Lake Wilson Road to US 17 (S. Orange Blossom Trail). The total project length is approximately 2.9 miles and extends from the existing four-lane section on the east side of the Lake Wilson Road intersection across the RR crossing west of US 17, whereupon the roadway will transition back to a two-lane section. The project includes construction of a four-lane divided roadway with multimodal accommodations as determined in the project development study, associated drainage improvements and storm water ponds, upgrading the Intelligent Transportation System, improving a CSX RR crossing, street lighting, and landscaping considerations.

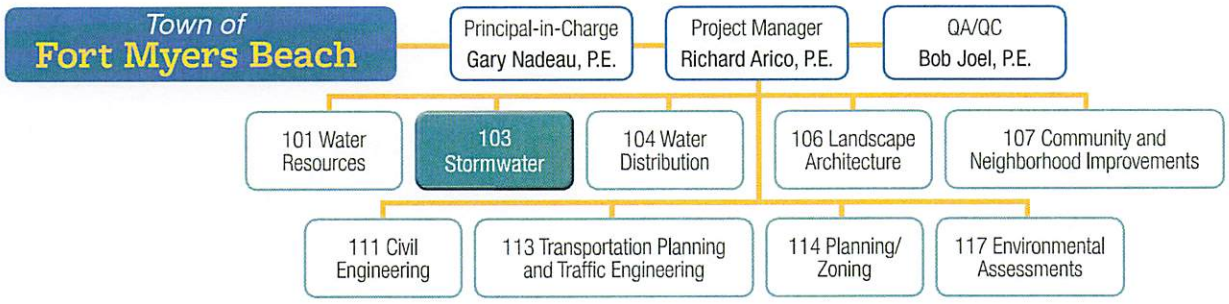
SPECIAL QUALIFICATIONS

- Six years of experience involving drainage and stormwater engineering projects
- Skills include Microstation SS4, Geopak Drainage, ASAD, ICPR 4, Arc GIS, AutoCad
- Drainage experience includes coordinating with the roadway, landscape, environmental, structural, and temporary construction teams to create efficient and functioning roadside drainage systems, including stormwater management facilities

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, Florida State University
- Professional Engineer in Florida, #94474


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
GLEASON, KATIE ANNE
LICENSE NUMBER: PE94474
EXPIRATION DATE: FEBRUARY 28, 2023



QUALIFICATION FOR TYPE OF WORK

Name of Firm: Kimley- Horn and Associates, Inc. **Date:** April 17, 2023

Code: 104 **Type of Work:** Water Distribution

List the personnel permanently employed by your firm and indicate the groups of work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Lewis Bryant, P.E.	Fort Myers	65582	22	Please see included resume.
Heather Ripley, P.E.	Venice	88329	13	Please see included resume.

M. LEWIS BRYANT, P.E.

104 Water Distribution



22
YEARS OF EXPERIENCE

SPECIAL QUALIFICATIONS

- More than 22 years of experience with municipal utility engineering, including utility relocation, master planning, distribution system design, hydraulic computer modeling and analysis, and construction phasing and inspections

PROFESSIONAL CREDENTIALS

- Master of Business Administration, University of Florida
- Master of Science, Civil Engineering, University of Florida
- Bachelor of Civil Engineering, University of Florida
- Bachelor of Science, Technology (Nuclear), Regents College
- Professional Engineer in Florida, #65582
- American Water Works Association (AWWA)
- Florida Engineering Society
- Water Environment Federation (WEF)

Relevant Experience

CR 209 12-inch Force Main and Lift Station Construction, Wildwood — Project manager. The City of Wildwood intends to construct a sanitary force main extension from the CR 209 lift station (LS) to the City's wastewater treatment facility (WWTF). The City will also make modifications to the CR 209 LS and redirect some of the flows currently received by the Charlotte LS to the CR 209 LS. The City intends to finance a portion of this project through the FDEP Clean Water State Revolving Fund (SRF) loan program.

Wildwood Wastewater Treatment Facility (WWTF) Headworks Rehabilitation (Screen Modifications) — Project manager. Updated the existing headworks to handle peak flow and loads. The modifications of the existing headworks included the installation of a rotary drum screen, widening the existing headworks structure and relocating the stairwell, installing water booster pumps for adequate wash-down pressure, and installing a new flow meter.

Rehabilitation of Lift Stations #5, #6, #9, and #12, St. Pete Beach — Project engineer. Kimley-Horn provided general engineering services for the rehabilitation of lift stations #5, #6, #9, and #12. The stations have new pumps, control panels, piping, valves, and the wetwells lined and/or repaired. The work included a topographic of each lift station; preparation of plans providing for the replacement of the pumps, piping, valves, and controls; and construction management, including site visit and start-up. These stations were the first in the City to be converted to the new SCADA system.

Wastewater Treatment Plant Upgrade Plan, Inverness — Project engineer responsible for the data collection, data analysis, and preparation of a wastewater treatment plant upgrade plan to replace the existing rotating biological contactor treatment system with a new oxidation ditch extended air system.

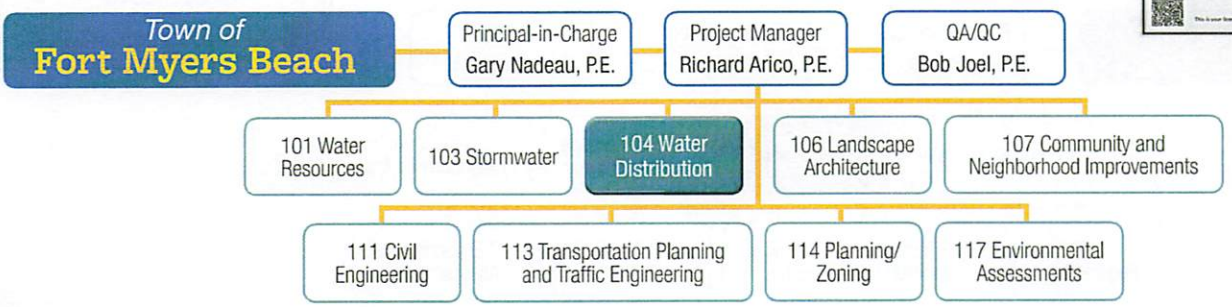
Belleview North and South Hydropneumatics Tanks and Elevated Storage Tank Repairs — Project manager. In March 2013, the City had condition assessment inspections performed on the 10,000-gallon North and South hydropneumatic tanks and the 500,000-gallon elevated storage tank (EST). The condition assessment reports identified repair recommendations for the North hydropneumatic tank, South hydropneumatic tank, and elevated storage tank. The scope of services includes: Task 1 – Plans, Specifications, and Bid Administration; Task 2 – Construction Administration; and Task 3 – Tank Recertification.

Belleview Water and Wastewater System Hydraulic Analysis and Modeling — Project manager. Provided water and wastewater hydraulic system analysis for the City of Belleview. This wastewater hydraulic system analysis project involves the development of a lift station/force main hydraulic model, calculating existing system demands, calibrating the model with field data, and providing a technical memorandum summarizing the model development, calibration, and results. The water hydraulic system analysis project involved the development of a comprehensive water system hydraulic model, calculating existing system demands, calibrating the model, and providing a summary technical memorandum describing the model development, calibration, and results.

Butler Plaza North Development of Regional Impact (DRI) Application for Development Approval (ADA), Gainesville — Project engineer on the Kimley-Horn team that prepared responses for ADA water, wastewater, solid waste, and electric generation questions. Butler Plaza North is a mixed-use commercial, office, and hotel project encompassing more than 200 acres in the City of Gainesville. Kimley-Horn's services included planning, environmental, traffic engineering, housing, air quality, and civil engineering.

CR 139 Corridor Utility Master Plan, Wildwood — Project Engineer. Kimley-Horn prepared the utility master plan for the CR 139 corridor. The master plan consisted of planning new water, wastewater, and reuse utilities. The analysis included line sizing, existing lift station evaluations and modifications, and system realignments. As part of this project, Kimley-Horn generated water and wastewater system maps, performed an alternatives analysis, and provided cost estimates for each alternative. The system that was analyzed included existing and future water, gravity and forcemain sewer, and reuse over densely populated portions of the City and fast growing rural areas of the City's southeast service area.





HEATHER RIPLEY, P.E.

104 Water Distribution



13
YEARS OF EXPERIENCE

Relevant Experience

Hydraulic Modeling and Master Plan Update, City of Inverness, FL — Project engineer responsible for providing hydraulic modeling for the water distribution and wastewater collection systems. The existing models were updated based on GIS mapping, as-builts, field testing information and operational changes. The models were verified and calibrated with field testing to properly reflect system conditions. The models are being used to predict existing and future improvement needs to maintain required level of service and to minimize Inflow and Infiltration in the wastewater system.

Major Lift Station Evaluation and Sewer Master Plan Update, Englewood Water District, FL Project manager/engineer responsible for updating the existing sewer master plan based on existing flows and future projections of incoming developments. Flow monitoring and field testing was performed to assess the current condition of the major lift station and to develop future improvement needs of the station. Site assessments were completed to include the wastewater reclaimed facility and to evaluate three alternatives for future wastewater treatment.

Colony Cove Wastewater Sewer System Evaluation, Manatee County, FL — Project manager responsible for overseeing the project and providing technical guidance to project team. The project was to develop a wastewater master plan for the Colony Cove south area. The project included gravity sewer collection, transmission system including pump station evaluation to assess the current deficiencies and the necessary improvements. Additional components of the project included subconsultant coordination, evaluate historic population and wastewater usage and develop future projections and usages for the area, condition assessment and capacity evaluation and sewer system analysis that includes a 30% design plan. The wastewater system model was used to enhance the capacity and hydraulic evaluation.

Utilities Hydraulic Modeling and Water Quality Analysis, North Port, FL — Project manager. Kimley-Horn converted and updated the model from Bentley into Innovyze software for to provide on-call modeling services to support the City's water quality initiatives, as well as long-range master planning support. Services provided under this contract will include on-call services support, hydraulic model updates, water distribution system evaluation, operational evaluation, water quality evaluations, and as-needed modeling support.

General Utility Services (includes Anna Maria Island), Manatee County, FL — Project engineer. As general consultant, we provided a wide range of services, including water, wastewater, reclaimed water, and utility services. Other services included the design of many sanitary sewer lift stations from submersible pump lift stations to master lift stations with wet pit/dry pit design and auxiliary power; design of miles of gravity sewage collection systems; design of effluent storage ponds; construction and design of transmission force mains ranging in size from 12 to 30 inches in diameter; roadway design and utility relocation; and construction services.

Hydraulic Modeling, Port Orange, FL — Project engineer. Kimley-Horn provided professional engineering services for the hydraulic modeling of the water distribution system, the wastewater transmission system, and the reclaimed water distribution system. The City had a working GIS model of the City infrastructure but there was not continuity with any previous modeling efforts. This task entailed building new hydraulic models with updated infrastructure and calibrating the modeling with actual data from staff. The water system model was developed with the main water plant and several re-pumping facilities. Billing data was analyzed to developed average and peak usage rates within the City. Operational setpoints were obtained from City staff for the multiple pump stations and incorporated into the model. The model was evaluated on existing conditions and calibrated based on hydrant testing flows and pressures.

Englewood Water District (EWD) Water Reclamation Facility (WRF) New Headworks, Englewood, FL — Project manager. As part of the recently completed Sewer Master Plan Update, capital improvements were identified to maximize and to improve plant operations at the Englewood Water District (EWD) Water Reclamation Facility (WRF). The Master Plan identified a critical improvement project for the existing headworks facility. During peak flow events, the existing manual bar screens must be bypassed, sending the flow directly to the plants. Bypassing the screens minimizes the protection the screening provides the plant and equipment, as well as creates increased pressures on an already stressed collection system. Additionally, the pre-treatment tanks, pumps, and structure have reached the end of their useful life and are at a risk of failure. Kimley-Horn's scope of services for the headworks and grit removal system improvement includes preliminary design, design, permitting support, and bid phase services.

SPECIAL QUALIFICATIONS

- Has more than 13 years of water and wastewater experience, including planning, design, construction administration and analyses
- Hydraulic modeling software experience includes EPANET, EPASWMM, Innovyze's InfoWater, InfoSewer, InfoSWMM, InfoWorks and InfoSurge, and Bentley's WaterCAD, WaterGEMs, SewerCAD, SewerGEMs, and Hammer
- Worked for more than three years for County Utilities department building water and wastewater models of their systems and provided direction to operations, regulatory compliance, and planning modules

PROFESSIONAL CREDENTIALS

- Master of Engineering, Environmental Engineering, Penn State University
- Bachelor of Science, Civil Engineering, The Ohio State University
- Professional Engineer in Florida, #88329


STATE OF FLORIDA
FBPE
BOARD OF PROFESSIONAL ENGINEERS
RIPLEY, HEATHER MARIE

Town of Fort Myers Beach

- Principal-in-Charge: Gary Nadeau, P.E.
- Project Manager: Richard Arico, P.E.
- QA/QC: Bob Joel, P.E.

- 101 Water Resources
- 103 Stormwater
- **104 Water Distribution**
- 106 Landscape Architecture
- 107 Community and Neighborhood Improvements
- 111 Civil Engineering
- 113 Transportation Planning and Traffic Engineering
- 114 Planning/ Zoning
- 117 Environmental Assessments

JAMES PANKONIN, PLA, LEED AP

106 Landscape Architecture;
107 Community and Neighborhood Improvements



18
YEARS OF EXPERIENCE

Relevant Experience

US 41 Landscaping Improvements, Village of Estero — Landscape architect. Being one of the Village of Estero's first landscape improvement projects since its incorporation in late 2014, this landscape beautification project is intended to help establish the brand of the Village to create a signature look that defines the US 41 corridor as a distinct place through landscaping. Responsibilities included concept development, 3D renderings, council presentations, and construction document preparation for landscape and irrigation plans for approximately 4 miles of the US 41 corridor. In addition to these responsibilities, this project required FDOT coordination including preparation of design variation applications and FDOT plans reviews. This project is scheduled to complete construction by the end of 2019.

Miscellaneous Landscape Architecture, Logan Boulevard, Bonita Springs — Landscape architect. Kimley-Horn is providing landscape design services within the right of way of the proposed roundabout and one-mile roadway extension of Logan Boulevard. Responsibilities included enhanced landscaping and full irrigation system design. The extension of Logan Boulevard included a 10 foot-wide wide median and multi-use trail which are central to the design of the corridor. An emphasis on shade and breaking down the mile long, straight corridor with varied planting schemes are key philosophies in the planting scheme. At the north end of Logan Boulevard, a newly constructed roundabout at Bonita Beach Road serves as the focal point of the landscape design establishing a gateway experience into Bonita Springs. Scope of services include full concept development and renderings as well as review of roadway design; site analysis/field observation; preparation of landscape and irrigation plans; and construction phase services.

Central Avenue Improvements, Naples — Landscape architect for the ½-milelong project that included landscape and streetscape design, intersection design, lighting design, and multimodal improvements for Central Avenue between 8th Street and Goodlette-Frank Road. The goal of the project was to provide a safe, balanced approach for all modes of travel through the corridor, including motor vehicles, bicycles, and pedestrians. Roadway improvements included milling and resurfacing, drainage upgrades to reduce flooding, utility upgrades to increase water main size and add reclaimed water service, landscaping improvements, and signalization upgrades. One of the project's landscape components included the relocation, temporary storage and replanting of approximately 40 royal palms that are about 30 feet tall. Our landscape architects recognized the value of these trees within the corridor and worked closely with the City and roadway engineers to be able to reincorporate these trees back into the design. Our team also facilitated a public involvement program with local stakeholders including business owners, the public, and agency staff to obtain consensus from the community for the approved design concept. To help build design consensus, our team of landscape architects prepared a 3D model of the corridor including fly-through animations that were presented to the public and at the City Council meetings.

Baker Park, Naples — Landscape architect. Kimley-Horn provided full design services for Baker Park on the Gordon River in Naples. Design components include a large multi-purpose concession building, playground with integrated splash pad, Founder's Garden, day dock, canoe/kayak launch, knoll/overlook, stormwater treatment marsh, small amphitheater area, sunrise terrace, waterfront boardwalks, and a ½ mile trail connecting to the Gordon River Greenway bridge. Kimley-Horn provided landscape architecture, civil engineering, environmental services, and permitting/construction phase services for this $14.5 million, high-profile planned destination.

Southward Village Planning, Fort Myers — Landscape architect. Kimley-Horn provided professional consulting services for this development. Our specific services included site engineering, landscape architecture, traffic analysis, site development cost estimations, and stakeholder meetings.

Koch Parcel Park, Sarasota County — Project manager and landscape architect. Kimley-Horn collaborated closely with Sarasota County's environmental services staff to develop conceptual design services for this nature-based park. The design highlights the natural ecosystems of the site while minimizing impacts to the environment. The design includes a hierarchical system of trails that utilizes existing fire-breaks and logging routes, a canoe and kayak launch, fishing pier, picnic facilities, a rain garden used for stormwater retention, and an elevated boardwalk with an overlook that spans a wetland and provides vistas to four separate ecosystems within the park.

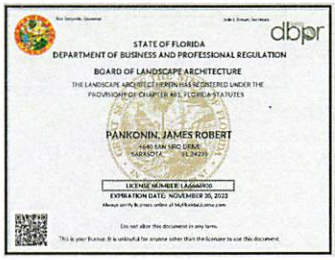
SPECIAL QUALIFICATIONS

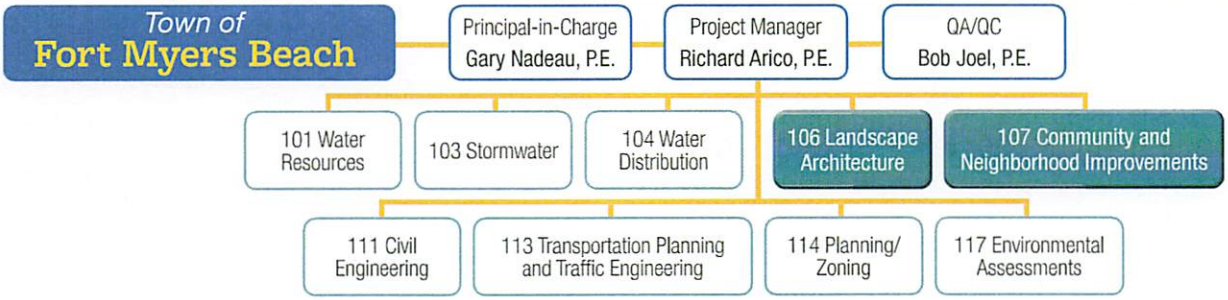
- Has 18 years of landscape architectural experience, including site planning, streetscape design, parks and recreation design, hardscape design and custom detailing, construction document preparation, construction phase services, project team coordination, and preparation of presentation graphics

PROFESSIONAL CREDENTIALS

- Bachelor of Landscape Architecture, Landscape Architecture, University of Georgia
- Professional Landscape Architect in Florida, #LA6666900
- LEED Accredited Professional
- American Society of Landscape Architects (ASLA)
- U.S. Green Building Council







QUALIFICATION FOR TYPE OF WORK

Name of Firm: Kimley- Horn and Associates, Inc. **Date:** April 17, 2023

Code: 111 **Type of Work:** Civil Engineering

List the personnel permanently employed by your firm and indicate the groups of work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Richard Arico, P.E.	Naples	59674	34	Please see included resume.
Faisal Awan, P.E.	Miramar	70329	21	Please see included resume.
Jacob Rehm, E.I.	Cape Coral	1100022605	5	Please see included resume.

RICHARD ARICO, P.E.

Project Manager; 111 Civil Engineering



34
YEARS OF EXPERIENCE

Relevant Experience

Ortiz Avenue from Colonial Boulevard (SR 884) to Dr. Martin Luther King Jr. Boulevard (SR 82), Lee County — Project Manager through the 90% Plan submittal. This project includes design services and preparation of construction plans, permits and specifications for the widening of Ortiz Avenue from Colonial Boulevard (SR 884) to Dr. Martin Luther King Jr. Boulevard (SR 82). The existing 1.7-mile corridor consists of a two-lane undivided arterial roadway with shoulders and a 10-foot multi-use path located on the west side of the corridor. Based on a traffic study and analysis, accommodations for an ultimate six-lane facility is being designed. A multi-use path will remain on the west side of the roadway, and a 6-foot sidewalk is proposed on the east side. On-street bicycle facilities will be provided on both sides of the roadway. The plans include roadway transitions from the existing and/or planned roadway typical sections to the roadway typical sections approaching SR 884, SR 82 and the Hanson Street roundabout.

Big Carlos Pass Bridge Replacement PD&E and Design, Lee County — Roadway Design Technical Adviser. This project involves conducting a PD&E Study to consider alternatives for replacement or rehabilitation of the Big Carlos Pass Bridge, addressing safety for all road and water users including motorists, bicyclists, pedestrians, and marine vessels. The PD&E included environmental and structural analyses, lead public involvement/information meetings, traffic data analysis, developing conceptual design plans, coordination with utility agency owners (UAOs), determination of R/W impacts, and developing cost estimates. Evaluation of traffic noise and noise walls were included as part of this study. After approval of the recommended alternative, final design is being completed, including the design of the bridge, roadway, drainage, and all permitting.

41 Industrial Park Drainage Improvements, Lee County — Project Manager. Provided preliminary engineering analysis for the Ten Mile Canal western berm and the 41 Industrial Park internal drainage conveyance as well as design services for drainage improvements to the Ten Mile Canal western berm. The intent of this project was to hydraulically disconnect the Ten Mile Canal from the 41 Industrial Park for the design high storm event. This project was divided into two components. The first component prepared the preliminary engineering analysis and prepared construction plans for the Ten Mile Canal western berm. The second component evaluated the 41 Industrial Park internal drainage conveyance system and provided drainage conveyance recommendations.

Burgundy Farms Road Roadway Improvements, Lee County — Project Manager. Provided roadway design and CEI services for the improvements on Burgundy Farms Road. The existing roadway consisted of a shell/base/dirt surface. The road is approximately one mile in length. Designed the roadway geometric and pavement structure to exceed Florida Green Book and County Land Development Code criteria. Based on existing conditions, significant effort was required to minimize the roadway profile and drainage impacts. This focus was especially important when obtaining exemption from Water Management Permitting and avoidance of environmental impacts.

Southwest Area Office (SWAO) General Engineering Consultant Services, FDOT District One Project Manager and Senior Roadway Engineer. Served as Project Manager for all District One projects requiring Joint Participation Agreements and Locally Funded Agreements between FDOT and the local agencies within District One. Reviewed and evaluated proposals from metropolitan planning organizations (MPO), local agencies, and local governments within Collier, Lee, Charlotte, Hendry, DeSoto, and Glades Counties regarding candidate project development for the FDOT Tentative Five-Year Work Program.

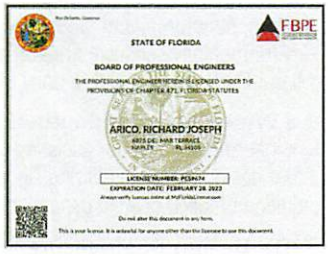
Coconut Road Safety and Drainage Improvements, Village of Estero— Project Director. Included the design of drainage improvements at three locations and extension of an ADA compliant sidewalk at Coconut Road and South Coconut Island Drive. Services also included the design of a mid-block crosswalk near the intersection of Olde Meadowbrook Boulevard. The mid-block crosswalk design implemented the use of two double-sided solar RRFB assemblies and special emphasis pavement markings. The proposed drainage improvements will meet the needs of the drainage conveyance in this area while limiting impacts to the many existing utilities present, reducing maintenance needs, and improving roadside safety for vehicles and pedestrians.

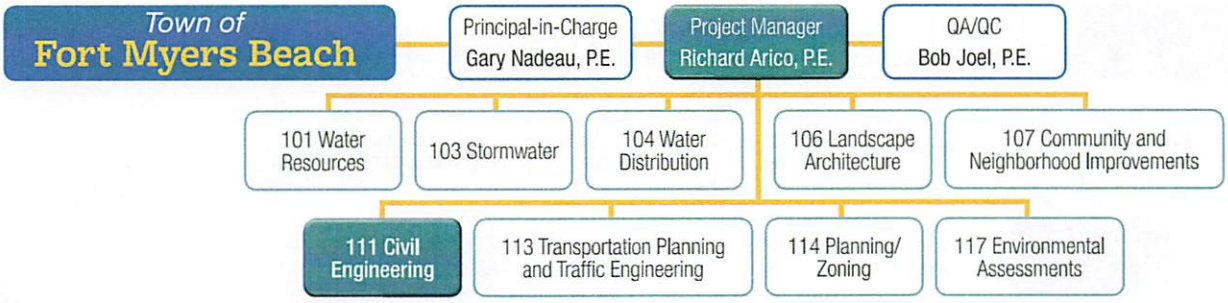
SPECIAL QUALIFICATIONS

- Has 34 years of extensive experience in management and roadway design specializing in roadway design, right-of-way plans design, plans review, and LAP support

PROFESSIONAL CREDENTIALS

- Masters of Business Administration, University of Tennessee, 1994
- Bachelor of Science, Civil Engineering, University of Tennessee, 1988
- Professional Engineer in Florida, #59674, February, 20, 2003
- Professional Engineer in Kentucky, #19066, February 5, 1996
- FDOT Excellence in Project Management, 1B


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
ARICO, RICHARD JOSEPH



FAISAL AWAN, P.E.

111 Civil Engineering



21
YEARS OF EXPERIENCE

Relevant Experience

Naples Central Avenue Improvements, Naples — Project engineer for streetscape, intersection design, lighting design, and multimodal improvements for a half mile of Central Avenue between 8th Street and Riverside Circle. Utilized detailed traffic modeling to fully assess laneage requirements and the resulting level of service from possible lane modifications. The goal of the projects was to provide a safe, balanced approach for all modes of travel through the corridor, including motor vehicles, bicycles, and pedestrians. Roadway improvements included milling and resurfacing, drainage upgrades to reduce flooding, utility upgrades to increase water main size and add reclaimed water service, landscaping improvements, and signalization upgrades.

SW 157 Avenue from SW 42 Street to SW 26 Street, Miami-Dade County — Project manager and engineer-of-record responsible for the master planning, developing vertical and horizontal alignments, drainage design, permitting and lighting design plans for this corridor. Other services include public involvement, signing and pavement marking, signal design plans and post design activities. This project consists of expanding the existing two-lane undivided road to a two-lane divided road with raised median and sidewalk on west side.

SR 710/Beeline Highway Design (Projects A, B, and C), FDOT District Four — Deputy project manager and lead engineer for three new construction/widening projects. The combined length of all projects is 5.33 miles. Kimley-Horn's design team provided major highway design services for these projects. The western project (Project A) consisted of the addition of two new lanes to provide a four-lane, divided urban section along with the replacement of the existing two-lane bridge and construction of a new two-lane parallel bridge to accommodate the new four-lane roadway. These projects demanded extensive coordination with utility agencies for relocation of their facilities, the City of Riviera Beach, Palm Beach County and SFWMD. Project A finished construction in 2010. The eastern project (Project B) provided a four-lane, divided urban highway, and construction finished in late 2014. Project C also provides a four-lane, divided urban highway with perimeter walls for residents' privacy. Construction finished in January 2018. These projects included extensive utility relocation, right-of-way acquisition and coordination with local government.

Okeechobee Road (SR 25) from East of NW 87 Ave to NW 79 Ave, FDOT District Six, Miami-Dade County — Lead project engineer for final design services for the reconstruction of a ¾-mile section of Okeechobee Road in Miami-Dade County. Services include widening the existing road to four lanes in each direction; widening the NW 79th Avenue Bridge over the Miami (C-6) Canal; intersection modifications at NW 95th Street and Frontage Road; relocation of an existing BJs Wholesale Club entrance and addition of a new free-flow right-turn lane; and new access from the Frontage Road to westbound Okeechobee Road. Kimley-Horn is also responsible for all permitting; structural design; drainage design; signing and marking; signalization; lighting design; ITS system design; and landscaping along the corridor.

Reconstruction of Krome Avenue from South of SW 296 St to South of SW 232 St, FDOT District Six, Miami-Dade County — Project manager for the team providing roadway, signing and marking, signalization, lighting, structures, and landscape design. This project is part of the Krome Avenue South Corridor and has several environmentally sensitive areas. This segment of Krome Avenue handles part of the main freight activity in south and west Miami-Dade County, with a daily truck percentage of 15%.

I-4 Widening from South of Kirkman Road to South of Orange Blossom Trail, Orlando — Design engineer responsible for assisting in horizontal alignments, developing vertical alignments, cross-sections, and various other design activities utilizing Geopak, ASAD design software. The project includes the reconstruction/widening of I-4, the addition of tolled special usage lanes, and the replacement of the Kirkman Road interchange with a four-level interchange.

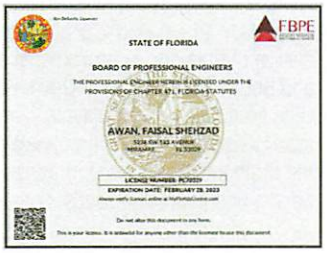
MDX Design Engineering for SR 874 (Don Shula Expressway) from Kendall Drive to SR 826, Miami — Deputy project manager and lead engineer responsible for horizontal and vertical design of the corridor. Responsibilities also included managing production of roadway plans, preparation of a design book for the project, construction cost estimation, performing lighting analysis, lighting design, corresponding voltage drop calculations, managing production of lighting plans, coordinating design with structures sub-consultant, and preparing the exceptions and variations package for FDOT District Six.

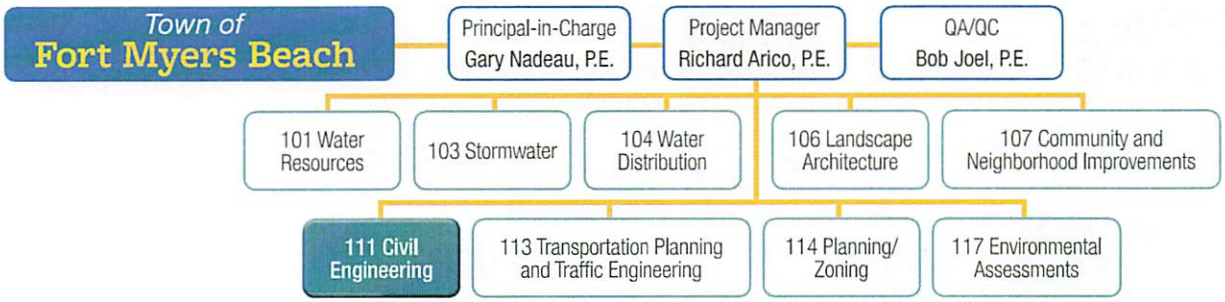
SPECIAL QUALIFICATIONS

- Has 21 years of experience the design and preparation of roadway, stormwater/ drainage, pavement design, utility coordination, signing and marking, lighting, and traffic operations plans for municipal, arterial, and limited access facilities across South Florida

PROFESSIONAL CREDENTIALS

- Master of Science, Civil Engineering, University of Florida, 2002
- Bachelor of Science, Civil Engineering, University of Engineering and Technology, Pakistan, 2000
- Professional Engineer in Florida, #70329
- Professional Engineer in Texas, #100491
- Institute of Transportation Engineers (ITE)
- Florida Engineering Society


STATE OF FLORIDA
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BOARD OF PROFESSIONAL ENGINEERS
AWAN, FAISAL SHEHZAD



QUALIFICATION FOR TYPE OF WORK

Name of Firm: Kimley- Horn and Associates, Inc. **Date:** April 17, 2023

Code: 106; 107 **Type of Work:** Landscape Architecture; 107 Community and Neighborhood Improvements

List the personnel permanently employed by your firm and indicate the groups of work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Ed Dean, PLA	Parrish	LA6667269	12	Please see included resume.
James Pankonin, PLA	Sarasota	LA666690	18	Please see included resume.

ED DEAN, PLA, LEED AP

106 Landscape Architecture; 107 Community and Neighborhood Improvements



12
YEARS OF EXPERIENCE

SPECIAL QUALIFICATIONS

- Has 12 years of project design and construction management experience

PROFESSIONAL CREDENTIALS

- Bachelor of Landscape Architecture, Landscape Architecture, Ball State University
- Professional Landscape Architect in Florida, #LA6667269
- LEED Accredited Professional
- American Society of Landscape Architects (ASLA)
- US Green Building Council

Relevant Experience

US 41 Landscaping Improvements, Estero — Project manager for this landscape beautification project that is intended to reflect the character of the Village to create a signature look that defines the US 41 corridor as a distinct place through landscaping. Tasks include project administration and management, funding coordination with FDOT, survey, site analysis and observation, tree observation and mitigation, concept plans, and construction documentation. This project is being funded through the Joint Participation Agreement (JPA) process through FDOT.

Legacy Trail Extension Design, Sarasota County — Landscape Analyst. Kimley-Horn is providing Sarasota County with trail design and related engineering and landscape architectural services for the Legacy Trail Extension project. Included are trail design and related civil engineering, structural/bridge engineering, bridge inspection, planning/ landscape architecture, environmental assessment/permitting, stormwater management, utilities infrastructure, communication system, and community engagement services. The Legacy Trail Extension segment of the project (approximately 8.9 miles) consists of trail improvements along the old Seminole Gulf Railroad right-of-way and includes trail improvements, drainage, landscaping, three trailheads including lighting, seven rest stops, two trail bridges (to be inspected and evaluated for rehabilitation), numerous at grade crossing requiring signing and markings, signalization and landscape improvements along the entire trail.

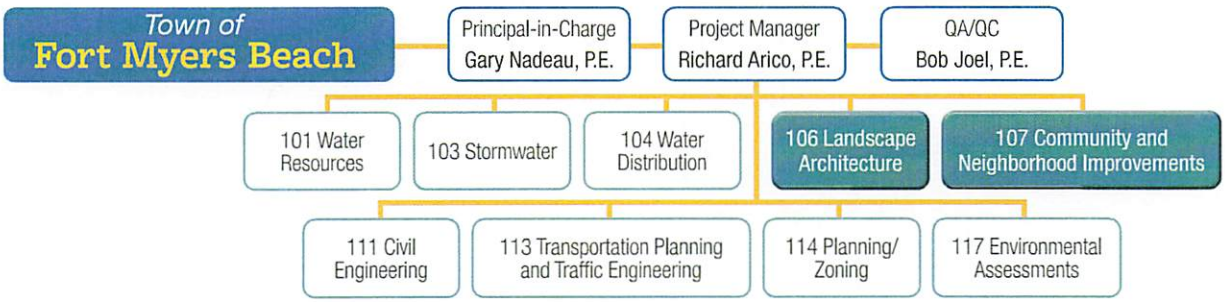
Naples Central Avenue Improvements, Naples — Landscape architect for streetscape, intersection design, lighting design, and multimodal improvements for a half mile of Central Avenue between 8th Street and Riverside Circle. The goal of the project was to provide a safe, balanced approach for all modes of travel through the corridor, including motor vehicles, bicycles, and pedestrians. Roadway improvements included milling and resurfacing, drainage upgrades to reduce flooding, utility upgrades to increase water main size and add reclaimed water service, landscaping improvements, and signalization upgrades. One of the project's landscape components included the relocation, temporary storage, and replanting of approximately 40 royal palms that were about 30 feet tall. Our team also facilitated a public involvement program with local stakeholders including business owners, the public, and agency staff to obtain consensus from the community for the approved design concept. To help build design consensus, our team of landscape architects prepared a 3D model of the corridor including fly-through animations that were presented to the public and at the City Council meetings.

City of Naples Baker Park, Naples — Landscape architect. Kimley-Horn provided full design services for Baker Park on the Gordon River in Naples. Design components include a large multi-purpose concession building, playground with integrated splash pad, Founder's Garden, day dock, canoe/kayak launch, knoll/overlook, stormwater treatment marsh, small amphitheater area, sunrise terrace, waterfront boardwalks, and a ½ mile trail connecting to the Gordon River Greenway bridge. Kimley-Horn provided landscape architecture, civil, environmental, and permitting/construction phase services for this $14.5 million, high-profile planned destination.



Capital Cascades Pedestrian Bridge, Tallahassee — Landscape analyst. As a subconsultant to a structural engineering firm, Kimley-Horn provided site civil engineering, site civil permitting, landscape design, and lighting design. Project is a pedestrian bridge connecting two segments of a linear park and trail system over a major FDOT roadway. The project incorporated a sustainable design approach including xeriscaping, use of rain gardens and bioswales, low energy lighting, recycled materials, etc.

Bradenton Streetscape Design Consultant, Bradenton — Landscape architect. Kimley-Horn was awarded this project to develop a master plan for the pedestrian and streetscape improvements located within the Bradenton Community Redevelopment Agency (BCRA). These improvements and projects goals will focus on and reflect specific user experience within the BCRA. The team will provide planning and design services, including data collection, stakeholder and community engagement, master plan production, construction documents, a tree assessment site visit, and artist coordination.



JACOB REHM, E.I.

111 Civil Engineering



5
YEARS OF EXPERIENCE

Relevant Experience

Modern Roundabout Improvement Design / PD&E for US 41 and Gulfstream, FDOT District One, Sarasota — Project analyst. Kimley-Horn performed engineering services for the state's first State-Wide Acceleration and Transformation (SWAT) project for the multi-lane roundabout. Designated as a SWAT project, the PD&E and Design efforts overlap to reduce schedule and streamline efficiency. This project included full reconstruction of the intersection to a roundabout configuration, pedestrian signals, lighting, landscape, ADA, and drainage improvements. This is the first partial three-lane roundabout in the state and due to its complexity, an emphasis has been placed on public involvement for this project. Design improvements for this constrained urban intersection addressed multi-modal transportation, pedestrian connectivity/safety enhancements and balanced roundabout performance criteria such as fastest path analysis and design vehicle movements. Due to high pedestrian volumes FDOT is implementing the use of High Intensity Activated Crosswalks or Hawk signals.

Okeechobee Road (SR 25) from East of NW 87 Ave to NW 79 Ave, FDOT District Six — Project analyst for final design services for the reconstruction of a ¾-mile section of Okeechobee Road in Miami-Dade County. Services include widening the existing road to four lanes in each direction; widening the NW 79th Avenue Bridge over the Miami (C-6) Canal; intersection modifications at NW 95th Street and Frontage Road; relocation of an existing BJs Wholesale Club entrance and addition of a new free-flow right-turn lane; and new access from the Frontage Road to westbound Okeechobee Road. Kimley-Horn is also responsible for all permitting; structural design; drainage design; signing and marking; signalization; lighting design; ITS system design; and landscaping along the corridor.

US 41 at Gulfstream Avenue Intersection Improvement Statewide Acceleration and Transformation (SWAT), FDOT District One, Sarasota — Project analyst for the design portion of this State-Wide Acceleration and Transformation (SWAT) project for the addition of a multi-lane roundabout. Designated as a SWAT project, the PD&E and design efforts overlap to reduce schedule and streamline efficiency. This project includes full reconstruction of the intersection to a roundabout configuration, pedestrian signals, lighting, landscape, and drainage improvements. This is the first partial three-lane roundabout in the state and, due to its complexity, an emphasis has been placed on public involvement. Design improvements for this constrained urban intersection address multi-modal transportation, pedestrian connectivity/safety enhancements and balanced roundabout performance.

Legacy Trail Extension Design, Sarasota County — Project analyst. Kimley-Horn is providing Sarasota County with trail design and related engineering and landscape architectural services for the Legacy Trail Extension project from Culverhouse Nature Park to Payne Park, as well as the North Port Connector trail from the east end of pavement on Forbes Trail to Warm Mineral Springs park. For these two segments, Kimley-Horn is providing trail design and related civil engineering, structural/bridge engineering, bridge inspection, planning/landscape architecture, environmental assessment/permitting, stormwater management, utilities infrastructure, communication system, and community engagement services. The Legacy Trail Extension segment of the project (approximately 8.9 miles) consists of trail improvements along the old Seminole Gulf Railroad right-of-way and includes trail improvements, drainage, landscaping, three trailheads including lighting, seven rest stops, two trail bridges (to be inspected and evaluated for rehabilitation), numerous at grade crossing requiring signing and markings, signalization, and landscape improvements along the entire trail. Additionally, this segment of the project includes utility improvements consisting of a new water main, reclaimed water main and communication conduit with fiber.

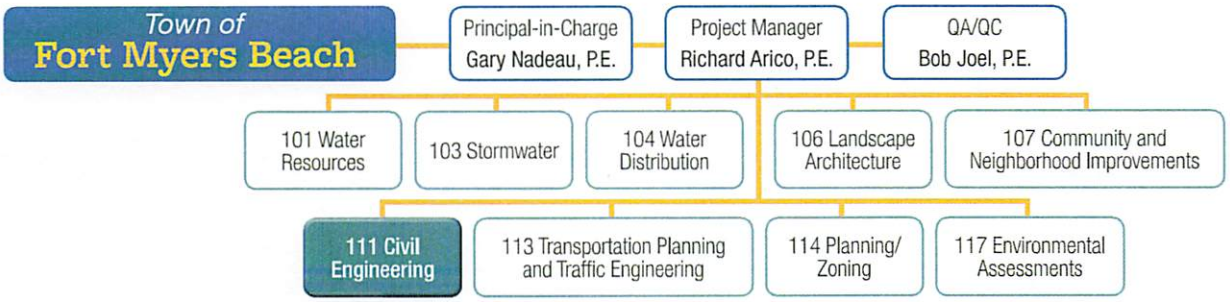
SPECIAL QUALIFICATIONS

- Project analyst with more than five years of experience with roadway design and lighting analysis
- Exposure to roadway design and lighting analysis projects in FDOT Districts One and Seven
- Software experience includes Microstation, AutoDesk, SolidWorks, AGI, Excel, and BlueBeam.
- Knowledge of FDOT Design Manual and Standard Specifications
- Ability to design, model, and produce roadway plan set with lighting and signing components at beginner level difficulty

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, Pennsylvania State University, 2018

West Dearborn Street and South McCall Road Improvements, Englewood — Project analyst. Kimley-Horn was retained by Sarasota County to complete the West Dearborn Street and South McCall Road improvements project. This project consists of the reconstruction of the downtown Englewood corridor along West Dearborn Street from Indiana Avenue to Old Englewood Road. This multi-faceted project included heavy public involvement and visioning which was aided by Kimley-Horn's fly through and graphics presentations outlining concepts and developing the visions based on public input. The project included the addition of more than 60 new parking spaces and the conversion of existing parking to pervious parking fields. In addition, landscape, hardscape, lighting, and wayfinding signing were included as part of the project. A gateway feature which spans the roadway was custom designed and included to establish the sense of place when users arrive along the corridor.



QUALIFICATION FOR TYPE OF WORK

Name of Firm: Kimley- Horn and Associates, Inc. **Date:** April 17, 2023

Code: 113 **Type of Work:** Transportation Planning and Traffic Engineering

List the personnel permanently employed by your firm and indicate the groups of work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Ian Rairden, P.E.	Coral Springs	69224	19	Please see included resume.
Mo Ansari, P.E.	Wesley Chapel	86833	15	Please see included resume.
Cory Dorman, P.E.	Miami	85462	9	Please see included resume.

IAN RAIRDEN, P.E.

113 Transportation Planning and Traffic Engineering



19
YEARS OF EXPERIENCE

SPECIAL QUALIFICATIONS

- Has 19 years of experience with a focus on traffic operations studies

PROFESSIONAL CREDENTIALS

- Master of Science, Civil Engineering, University of Florida, 2005
- Bachelor of Science, Civil Engineering, University of Florida, 2004
- Professional Engineer in Florida, #69224



Relevant Experience

Districtwide Traffic Safety Studies, FDOT District Two — Project engineer for Kimley-Horn's current FDOT District Two Districtwide Traffic Safety Studies contract for which we have completed numerous assignments. The projects include performing studies and developing solutions to crash problems within District Two on state roads. Types of studies included signal warrant analyses, intersection studies, and arterial studies. The following list of projects highlights some examples of work assignments we have completed:

Safety and Operational Intersection Studies, FDOT District Two. Various intersections throughout the District were analyzed for potential safety and operational improvements. Locations include SR 134 (103rd Street) at Firestone Road and I-295, SR 10 (Atlantic Boulevard) at SR 109 (University Boulevard), and SR 10A (Union Street) at Davis Street.

Old St. Augustine Road Arterial and Interstate Ramp Study, FDOT District Two. Studied arterial safety and operations along Old St. Augustine Road from the intersection of Bartram Park Boulevard east to the intersection of the Baptist Medical Center South Driveway. The four signalized intersections were analyzed along with the eastbound weave section along Old St. Augustine Road between the two loop ramps. The interstate ramps were additionally studied to determine any existing safety and operational deficiencies at the merge and diverge areas and the acceleration and deceleration lanes.

Fatal Crash Reviews, FDOT District Two. Reviewed all fatal crashes that occurred within the District from 2007 to 2009 to determine if any roadway characteristics could be considered a contributory cause of the crashes. The fatal database was updated with verified crash data and summaries of the crash report narratives. Field visits and detailed crash histories were compiled for locations warranting additional research

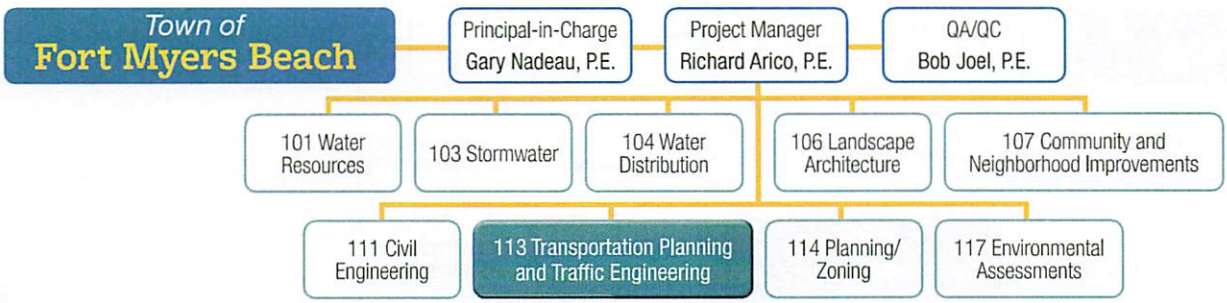
Districtwide Traffic Operations 3R Safety Reviews, FDOT District Four — Performed field reviews, crash data analysis, and traffic operational analysis for intersections and corridors. Other duties included writing technical reports, developing improvement alternatives, and providing recommendations based on the operational analysis of the alternatives.

Districtwide Traffic Operations Safety Studies, FDOT District Four — Project engineer for a contract that is performing task work orders ranging from safety studies, safety reviews, fatal crash reviews, lighting assessments, minor designs, crosswalk warrant analysis, operational analysis, and qualitative assessments. Involves in all facets of the contract including field reviews, countermeasure development, economic analysis, documentation, stakeholder coordination, presentations, scope development, and subconsultant management.

Districtwide Traffic Operations Studies, FDOT District Six — Project manager since June 2015. The contract focuses on the development of various traffic operations and safety studies including signal and left-turn phase warrant analyses, data collection, traffic signal and arterial analyses, and safety tasks including fatal crash reviews and high crash site safety studies.

Citywide Neighborhood Traffic Calming Plan and Traffic Calming Study, North Miami — Project engineer. The City of North Miami retained Kimley-Horn to develop a Citywide Neighborhood Traffic Calming Plan to reduce speeding and cut-through traffic and preserve the character and functionality of residential streets. This traffic management plan is developed to improve safety and quality of life for the City's residents. The study is being conducted in two phases. Phase 1 consists of a feasibility assessment for lowering speed limits on the residential streets from 30 mph to 25 mph. Phase 2 will include the development of traffic calming strategies for select residential streets based on the findings of Phase 1. To date, we have completed Phase 1. There was also a traffic calming study to assess the feasibility of lowering speed limits and the need for traffic calming measures on the following two streets within the City of North Miami: Keystone Boulevard between Biscayne Boulevard and North Bayshore Drive and North Bayshore Drive between Keystone Boulevard and north of NE 123 Street. To date, we have conducted traffic data collection, field reviews, and speed data analysis.

Roberts Road Improvement Study, St. Johns County — Project engineer for this improvement study of Roberts Road in northwest St. Johns County. The study limits of the project included Roberts Road from Longleaf Pine Parkway to SR 13. The purpose of the study was to evaluate safety, operational, and geometric deficiencies, and recommend improvements for the study intersections and the collector. The primary goal of these improvements was to increase the safety while also improving the operational and geometric characteristics of the corridor.



MO ANSARI, P.E.

113 Transportation Planning and Traffic Engineering



15
YEARS OF EXPERIENCE

Relevant Experience

Okeechobee Road (SR 25) from East of NW 87 Ave to NW 79 Ave, FDOT District Six — Design engineer for final design services for the reconstruction of a ¾-mile section of Okeechobee Road in Miami-Dade County. Services include widening the existing road to four lanes in each direction; widening the NW 79th Avenue Bridge over the Miami (C-6) Canal; intersection modifications at NW 95th Street and Frontage Road; relocation of an existing BJs Wholesale Club entrance and addition of a new free-flow right-turn lane; and new access from the Frontage Road to westbound Okeechobee Road. Kimley-Horn is also responsible for all permitting; structural design; drainage design; signing and marking; signalization; lighting design; ITS system design; and landscaping along the corridor.

SR 826 Connector at Golden Glades Interchange and Various Ramps, FDOT District Six, Miami Project engineer. Kimley-Horn is providing drainage, ITS, signalization, lighting, and minor structural design services as a subconsultant to another firm. The Golden Glades Interchange (GGI) provides connectivity to six major arterials and limited access expressway facilities including I-95, SR 826/Palmetto Expressway, Florida's Turnpike, SR 7/US 441, and NW 167th Street. The GGI has a direct impact on inter-county travel between Miami-Dade, Broward and Palm Beach counties and serves as the backbone for the transportation of goods, services, and the traveling public in South Florida. The South Florida Rail Corridor (SFRC) also traverses the interchange area.

SR 826 Palmetto Expressway from N Canal C-8 Bridge 162 Street to East of NW 67 Avenue, FDOT District Six, Miami Lakes — Lighting design engineer. The project includes full roadway construction of SR 826, eastbound and westbound frontage roads including the interchange for SR 826 at NW 67 Avenue as a Single Point Urban Interchange (SPUI). SR 826 is to be widened to one Express lane, one inside auxiliary lane, three general purpose lanes, and one outside auxiliary lane with 12-foot inside and outside shoulders. Frontage Road typical section includes two lanes with a bike lane, curb and gutter and sidewalk. Florida Gas Transmission (FGT), numerous overhead and underground utilities are located within project limits. Services provided include lighting analysis and design and drainage analysis and design.

MDX Design Engineering for SR 874 (Don Shula Expressway) from Kendall Drive to SR 826, Miami
Assisted with plans preparation for lighting, signalization, roadway/drainage/landscape design, and signing and marking. This project includes three miles of widening and minor reconstruction of SR 874 with modifications to two exit ramps. The nature of the project changed and was re-procured as a Design-Build project. Kimley-Horn prepared 99% design plans and the subsequent design-build criteria package.

Reconstruction of Krome Avenue from South of SW 296 St to South of SW 232 St, FDOT District Six, Miami-Dade County — Lighting design engineer for the team providing roadway, signing and marking, signalization, lighting, structures and landscape design. This project is part of the Krome Avenue South Corridor and has several environmentally sensitive areas. This segment of Krome Avenue handles part of the main freight activity in South and West Miami-Dade County, with a daily truck percentage of 15%.

C-478 from US 301 to SR 471, Bushnell — Project engineer. Kimley-Horn designed pavement rehabilitation and widening improvements along County Road 478 between US 301 and SR 471 in Sumter County. Specifically, the project's scope of work consisted of reconstructing a portion of the existing pavement footprint, milling and resurfacing, widening the existing substandard lane widths to 12 feet, constructing two-foot paved shoulders, regrading roadside swales to tie into natural grade, and other signage/striping improvements. Ancillary drainage improvements included desilting of existing cross drainpipes and side drainpipes as well as replacing grates on existing cross-drain mitered end sections. The project limits also included a CSX railroad crossing and coordination with CSX was required to ensure the track improvements tied into the roadway design. Kimley-Horn performed roadway design, utility coordination, and permitting for the subject project. Kimley-Horn also prepared opinion of probable costs and construction duration estimates for the project.

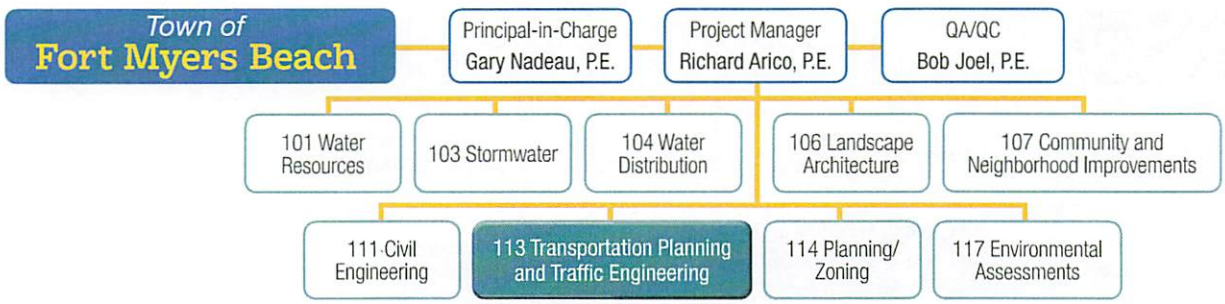
SPECIAL QUALIFICATIONS

- Has more than 15 years of experience working on roadway projects throughout the State of Florida

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, Florida International University, 2014
- Professional Engineer in Florida, #86833
- Temporary Traffic Control, FDOT, #44343, September 28, 2018
- Institute of Transportation Engineers (ITE)
- National Society of Professional Engineers (NSPE)
- American Society of Civil Engineers (ASCE)
- Florida Engineering Society (FES)


STATE OF FLORIDA
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BOARD OF PROFESSIONAL ENGINEERS
ANSARI MOHAMMAD A.



CORY DORMAN, P.E., PTOE, IMSA II

113 Transportation Planning and Traffic Engineering



9
YEARS OF EXPERIENCE

Relevant Experience

Las Olas Boulevard and Colee Hammock Neighborhood Traffic Calming, Fort Lauderdale, FL
Project engineer. Kimley-Horn assisted the City with preliminary designs for the reconfiguration of Las Olas Boulevard, which resulted in the City implementing a pilot project for temporary lane elimination and buffered bike lanes. Our services also addressed traffic circulation, safety, multimodal mobility, and quality-of-life issues along the Las Olas Boulevard corridor (from just west of the Himmarshee Canal to the Intracoastal Waterway Bridge). The project also included a traffic calming study for the Colee Hammock neighborhood. Improvements included enhanced crosswalks, raised intersection, and warning lights for improved safety. For Colee Hammock, our team provided plans for roadway design, signing and pavement markings, lighting improvements, and permitting application preparation. Kimley-Horn also provided post-design construction services.

Las Olas Boulevard Corridor Improvements and Parking Garage, Fort Lauderdale, FL — Project engineer. Kimley-Horn provided final design, evaluation, and due diligence services for this mixed-use project for the City of Fort Lauderdale Community Redevelopment Agency. The project consists of the redevelopment of several pieces of City property from existing surface parking lots to a new multi-story parking garage; active park and plaza areas; and general open space to enhance the pedestrian and beachgoer experience in the Fort Lauderdale beach area. Las Olas Boulevard is being improved to provide a Complete Streets design to better connect the shops, restaurants, and other businesses with the new Oceanside Plaza on the south side of Las Olas Boulevard. Kimley-Horn also provided the initial site civil engineering design, roadway design, permitting coordination, stormwater, utility, franchise utility coordination, and other services. Las Olas Boulevard is being improved to provide a "Complete Streets" design to better connect the shops, restaurants, and other businesses with the new Oceanside Plaza on the south side of the road. Oceanside Plaza is being designed so that it can be used for festivals, concerts, and children's play areas and includes a porte cocher drop-off.

Wiles Road Design from Rock Island Road to US 441 (SR 7), Coral Springs, FL — Project engineer. Kimley-Horn was selected by the Broward County Engineering Division to prepare complete contract plans for the reconstruction and widening of Wiles Road as a 6 lane divided urban arterial from Rock Island Road to U.S. 441 (State Road 7). Broward County and FDOT are sharing in the cost of improvements which include roadway design, drainage, lighting, landscaping, irrigation, bicycle lanes, signalization, utility coordination, and detailed traffic control plans.

Districtwide Complete Streets Contract, FDOT District Six, South Miami, FL — Project engineer. Kimley-Horn is currently supporting FDOT District Six, performing professional services and development, evaluation, and implementation of complete streets projects through an ongoing districtwide contract. The goal of this contract is to improve corridor safety, mobility and access, and quality of life for all transportation users. Kimley-Horn's duties include the preparation of Complete Street Analysis for arterials or collector road corridors, context-sensitive multimodal community transportation network planning, and cost feasible complete street improvements and strategy identification. Deliverables include recommendations for cost feasible improvements/strategies and summary of associated project phasing and funding. In addition, Kimley-Horn is responsible for various tasks including review of Complete Streets pilot program evaluations, plan reviews, design plan development, GIS mapping, and context classification review of FDOT roadways and projects.

Flood Mitigation Area South Roadway and Drainage Improvements, Medley, FL — Project engineer. Kimley-Horn provided professional engineering services for roadway and drainage improvements for over 4,000 linear feet of roadway within the Flood Mitigation Area in the Town of Medley. The Town seeks to alleviate frequent flooding within the basin known as the Flood Mitigation Area as well as upgrade the existing roadway, which has deteriorated in part due to the absence of adequate stormwater management facilities. As one of the largest public infrastructure undertakings in the Town's history, this project is expected to alleviate flooding in the area and increase roadway capacity in the area. The combination of improvements in conjunction with ongoing private land development in the area is revitalizing the industrial Town of Medley.

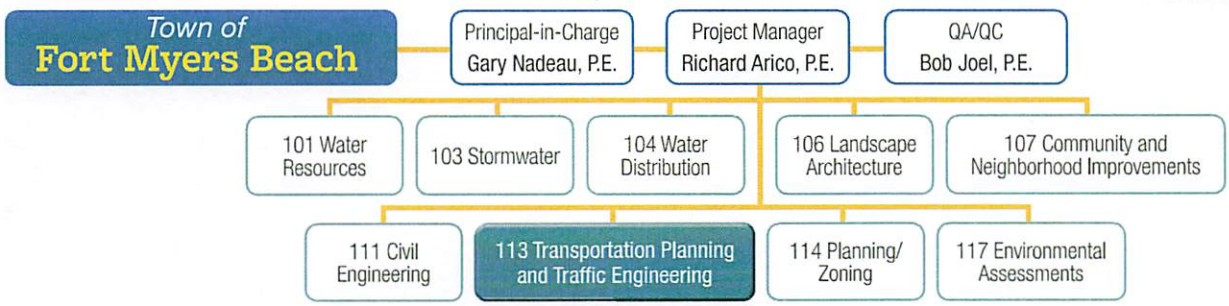
SPECIAL QUALIFICATIONS

- Has nine years of experience as a transportation engineer
- Traffic operations and design experience including traffic operations analyses, signal timing optimization, travel time studies, signal design and modification, maneuverability analyses, turn-lane analyses, all-way stop control analyses, and signal warrant analyses
- Experience in design software's such as MicroStation, AutoCAD, Synchro, and VISSIM

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Florida
- Bachelor of Arts, Economics, University of Florida
- Professional Engineer in Florida, #85462
- Pro Traffic Ops Engineer, 4620
- Traffic Signals II, 693, IMSA


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
DORMAN, CORY DANNHEISSER
EXPIRATION DATE: FEBRUARY 28, 2023



QUALIFICATION FOR TYPE OF WORK

Name of Firm: Kimley- Horn and Associates, Inc. **Date:** April 17, 2023

Code: 114 **Type of Work:** Planning/Zoning

List the personnel permanently employed by your firm and indicate the groups of work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Kelley Klepper, AICP	Parrish	014572 (AICP)	30	Please see included resume.

B. KELLEY KLEPPER, AICP

114 Planning/Zoning



30
YEARS OF EXPERIENCE

SPECIAL QUALIFICATIONS

- Has 30 years of planning experience in Florida working with local government agencies, community redevelopment agencies, development and redevelopment projects, master planning and plan implementation

PROFESSIONAL CREDENTIALS

- Master of Arts, Geography and Urban Planning, East Tennessee State University
- Bachelor of Science, Psychology, East Tennessee State University
- American Institute of Certified Planners, #014572
- American Planning Association (APA)
- Florida Planning and Zoning Association (FPZA)
- Member/Board Member, Florida Redevelopment Association (FRA)

Relevant Experience

Lehigh Acres Mixed-use Activity Center (Master Plan and Form-based Code Update), Fort Myers
Project manager and planner. Kimley-Horn is developing two form-based codes (conceptual, illustrative, and regulating plans with supportive illustrations) for the Lehigh Acres community that implement the targeted mixed-use centers located on Lee Plan. In addition, Kimley-Horn is developing new transect standards specifically for economic and employment areas to be adopted as part of the Lee County Land Development Code.

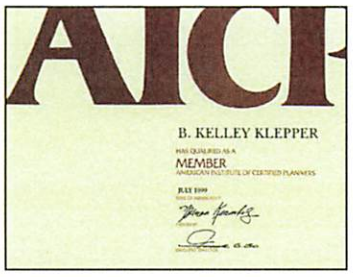
Black Creek Development of Regional Impact (DRI) (SR 21/16), Middleburg — Project planner and task manager responsible for overseeing due diligence and land use research; development of, and assisting in land use recommendations; visioning/charrette; and land use analysis and permitting processes, including assisting on the DRI for an 8,100-acre site proposed for a mixed-use development. The project contained approximately 6,300 dwelling units and 850,000 square feet of non-residential development in south-central Clay County. Responsibilities included pre-application coordination and preparation, as well as application for development approval (ADA) coordination and preparation. Tasks also included public meetings/coordination, as well as project charrette with local municipalities, the Florida Department of Transportation (FDOT), and Camp Blanding.

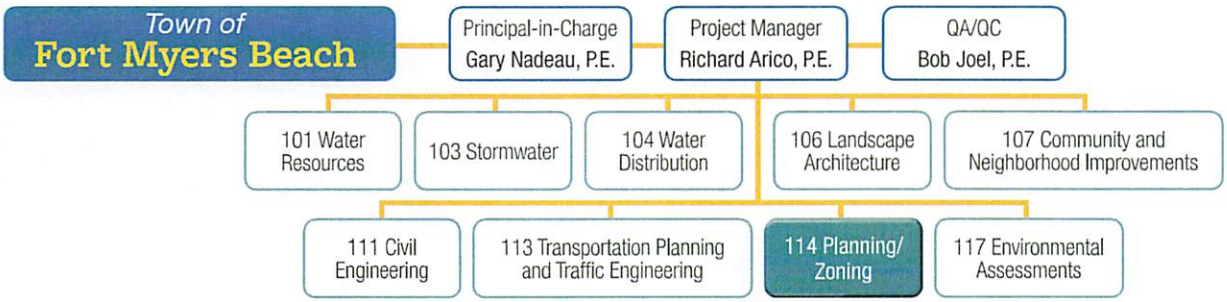
City of Bradenton Energy Efficiency Strategy — Project manager for the development of an energy efficiency and conservation strategy to help guide the community's decision-making and implementation program to create opportunities for reduced operational costs and reduce overall energy consumption rates. The proposed goals and milestones represented recommendations for incorporating guiding principles and specific action items into the City's Comprehensive Plan and operational procedures to help direct city decisions and investment in a manner to achieve the objectives of energy efficiency and conservation. The goals touched on a broad range of issues that included energy efficiency and operational cost reductions, an emissions reduction target along with other goals addressing issues such as affordable housing, natural resources conservation, or public transportation.

Manatee County Parks, Recreation, and Open Spaces Master Plan, Bradenton — Project manager working with Manatee County staff to prepare an update to the County's Parks and Recreation Master Plan. Kimley-Horn is leading the team that is reviewing the County's current master plans, growth and demographic projections, capital improvements plan(s), as well as operations and maintenance programs. Our team prepared a robust community outreach and public involvement plan that included community-wide and neighborhood workshops, but also prepared an online survey for residents input.

Comprehensive Plan, Maitland — Project manager worked with the City of Maitland on the review and update of the City's Comprehensive Development Plan (CDP) based on the evaluation and appraisal report (EAR). Kimley-Horn completed the community review, preliminary land use and population analysis, transportation and mobility analysis, infrastructure (water, wastewater, stormwater, lakes, etc.), and a review of the current Goals, Objectives, and Policies as they relate to growth management changes, consistency across the various elements, and clarification of terms/strategies. Kimley-Horn worked with the City to identify best practices in the field of Comprehensive Planning and developed a new approach to their land use designations and development.

Form-Based Code Peer Review, Pinellas County — Project planner assisted Pinellas County on a review of form-based codes as part of a peer review process including clarity and applicability in the standards for Downtown Palm Harbor and Lealman. The reviews included assistance with stakeholder outreach that included interviewing members of the development community as well as community workshops. Kimley-Horn also developed beta tests for potential sites to review maximum build-out potential to provide examples of how the code may be interpreted and utilized by developers. Working with Pinellas County Planning Staff, Kimley-Horn assisted in the review of key elements of the County's proposed form-based codes including the public and private realm standards, mobility components including street standards, building types, signage, and use tables.





QUALIFICATION FOR TYPE OF WORK

Name of Firm: Kimley- Horn and Associates, Inc. **Date:** April 17, 2023

Code: 117 **Type of Work:** Environmental Assessments

List the personnel permanently employed by your firm and indicate the groups of work that you feel they are qualified to do.
Attach supplemental sheets if necessary and attach a resume for each person which supports their ability

Name of Employee	City of Residence	Florida Registration Number	Years of Professional Experience	Type of Work
Sarah Johnson, C.E.	Lutz	N/A	21	Please see included resume.
Stephen Myers, PWS	Colorado Springs	3374 (PWS)	7	Please see included resume.

SARAH JOHNSON, C.E.

117 Environmental Assessments



21
YEARS OF EXPERIENCE

Relevant Experience

Apollo Beach Boulevard Extension/I-75 Flyover, Hillsborough County — Environmental scientist. Kimley-Horn was retained by Hillsborough County to provide professional engineering services for the extension design of Apollo Beach Boulevard from US 41 to Paseo al Mar Boulevard. This extension will result in a four-lane facility including the bridge over I-75 to the eastern limits of the conservation easement. Our tasks include permitting, wetland delineation, preparing mitigation plans, and coordinating and modifying conservation easement with multiple agencies. Extending Apollo Beach from US 41 to US 301 will serve as an alternative east/west connection which will ultimately reduce traffic demands on Big Bend Road. This work effort includes alignment and traffic studies; surveying; geotechnical exploration, testing, and analysis; preparation of engineering reports with right-of-way maps and environmental documentation incorporating roadway, stormwater detention, and wetland mitigation requirements; permitting requirements; and determination of right-of-way requirements. Permitting agencies include the Southwest Florida Water Management District (SWFWMD) and the U.S. Army Corps of Engineers (USACE).

SR 29 PD&E Study from North of SR 82 to South of CR 80A, FDOT District One — Environmental scientist in charge of assessing wetland impacts and evaluation impacts of wetlands for various alternatives. In addition, she also compiled the PD&E documents for the wetlands, coordinated with various agencies, and created GIS documents for the report. This project involved an impact analysis and study of design alternatives for the widening of 23 miles of SR 82 from two lanes to six lanes. Environmental concerns included wetlands and protected species such as the Florida panther, gopher tortoise, indigo snake, wading birds, bald eagle, wood stork, and crested caracara.

SR 82 PD&E Study from CR 884 to SR 29, FDOT District One — Environmental scientist who assisted with surveys for protected wildlife and plants, evaluation of existing habitats and land use, and wetland assessments. This project involved an impact analysis and study of design alternatives for the widening of 18 miles of SR 82 from two to six lanes. Environmental concerns included wetlands and protected species such as the Florida panther, gopher tortoise, indigo snake, wading birds, bald eagle, wood stork, and crested caracara.

CR 876 Golden Gate Boulevard from Wilson Boulevard to DeSoto Boulevard, FDOT District One Environmental scientist who assisted in habitat assessment and land use verification and compilation of permits. This project involved the widening of a six-mile stretch of Golden Gate Boulevard from Wilson Boulevard to DeSoto Boulevard. Stormwater management for water quality treatment and water quantity (attenuation) was provided by the construction of wet detention ponds. Environmental concerns included protected species, specifically the Florida Panther, and wetland impacts.

C-43 West Storage Reservoir, SFWMD CERP Project, Hendry County — Project team member. As one of the Acceler8 Comprehensive Everglades Restoration Projects, the C-43 project aims to improve water quality with the construction of an 11,000-acre reservoir that will collect water from Lake Okeechobee (via the Caloosahatchee River) for planned releases back into the river and downstream estuarine system. Environmental concerns include habitat utilization by the Florida panther, West Indian manatee, Audubon's crested caracara, snail kite, wood stork, eastern indigo snake, and gopher tortoise. Sarah assisted with surveying and monitoring of caracara nests as well as conducting a survey for panther prey species and summarizing the findings as part of the report documentation.

I-75 PD&E Study from South of US 301 to North of Fletcher Avenue, FDOT District Seven — Project manager who oversaw and conducted wetland identification and characterization surveys, protected wildlife surveys, and compilation of WEBAR documents. This project involved an impact analysis and study of design alternatives for the widening of approximately 12 miles of I-75.

US 27 PD&E Study (from I-4 to US 192), FDOT District One — Environmental scientist who participated in extensive wildlife surveys that specifically included scrub jays, sand skinks, and gopher tortoises as well as assisting with the report writing and creating graphics for the reports. This project involved an impact analysis and study of design alternatives for the widening of eight miles of a rapidly developing segment of US 27 from four to six lanes. Environmental concerns included protected scrub species such as the sand skink and gopher tortoise.

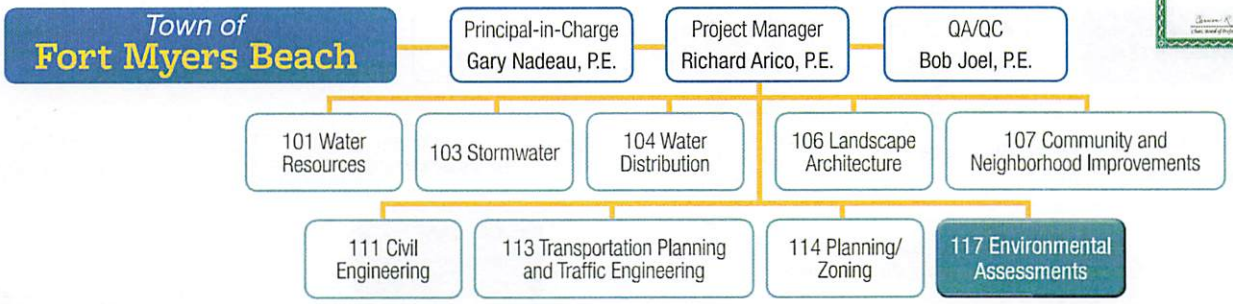
SPECIAL QUALIFICATIONS

- Has 21 years of experience in managing and conducting biological assessments, GIS, photointerpretation, and related studies
- Experienced in environmental assessment, mitigation plans, project management, wetland and protected species surveys, NEPA documentation and permitting

PROFESSIONAL CREDENTIALS

- Master of Science, Zoology, University of Oklahoma
- Bachelor of Science, Zoology, Ohio Wesleyan University
- Certified Ecologist, Ecological Society of America (ESA)
- Gopher Tortoise Authorized Agent, the Florida Fish and Wildlife Conservation Commission (FWC), #GTA-18-00041B
- Approved Florida Manatee Observer, FWC
- Stormwater Management Inspector, the Florida Department of Environmental Protection (FDEP)


esa
The Ecological Society of America
Sarah Johnson
Ecologist



STEPHEN MYERS, PWS

117 Environmental Assessments



7
YEARS OF EXPERIENCE

SPECIAL QUALIFICATIONS

- Has seven years of experience with environmental assessment, mitigation plans, project management, wetland and protected species surveys, NEPA documentation and permitting

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Wetland Scientist, #3374
- Stormwater Erosion Inspector
- Gopher Tortoise Agent, FWC, #GTA-20-00082
- OSHA 10 Hour

Relevant Experience

East Selmon Expressway PD&E Study, Tampa Hillsborough Expressway Authority, Tampa, FL — Environmental analyst. The Tampa Hillsborough Expressway Authority (THEA) retained Kimley-Horn to conduct a Project Development and Environmental (PD&E) Study to evaluate the needs, costs, and effects of widening the Selmon Expressway from Brorein Street to I-75 to accommodate future traffic, improve travel time reliability, and enhance safety conditions. New ramp connections between the general use lanes and reversible express lanes are also being considered. Kimley-Horn is responsible for all engineering, environmental, and public involvement efforts in support of the PD&E documentation.

Concept, Feasibility & Mobility Study for the Osceola-Brevard County Connector, Central Florida Expressway Authority — Environmental scientist. Kimley-Horn is studying the feasibility of a new 30-mile expressway connection between Osceola and Brevard counties. They study includes the development and evaluation of alternative mobility programs within the selected corridor, including documentation of the physical, natural, social, and cultural environments and the potential impacts of the proposed improvements. Our analysis addresses economic and engineering feasibility; mobility capacity and LOS; conceptual roadway and structure geometry; potential interchanges; intersection improvements; public involvement; and interagency coordination.

Confidential Industrial Distribution Facility, Temple Terrace, FL — Environmental scientist. Kimley-Horn is providing engineering and environmental services for a confidential national private client associated with the development of a 630,000-square-foot industrial distribution facility. Kimley-Horn's environmental scientists performed site assessments and gopher tortoise surveys to assess existing habitats for potential development constraints such as wetlands and protected species. This information is being used during site planning and permitting through the local and state regulatory agencies. Kimley-Horn is currently conducting gopher tortoise permitting and relocation efforts through the Florida Fish and Wildlife Conservation Commission (FWC).

Stephen worked on the following projects prior to joining Kimley-Horn:

Silicon Ranch Craig Farms Solar Project, Adams County, CO — Responsible for the pre-development environmental assessment of the 1,100-acre Craig Farms Solar Project including wetland delineations, protected species surveys, a Phase I ESA, and a comprehensive permitting matrix.

Pacificorp Sagebrush Habitat Enhancement and Restoration Project, Carbon County, WY Responsible for the establishment and creation of an Implementation Plan for sagebrush habitat enhancement at the 1,800-acre Hanna Mine Arch Coal Reclamation Area in Hanna, WY, in support of PacifiCorp's desire to provide compensatory mitigation of sage grouse impacts due to the construction of the Gateway West transmission line.

Well Pad NEPA Permitting, Crook County, WY — Responsible for the establishment and creation of environmental documents such as the NEPA environmental assessment, SUPO, stormwater pollution prevention plan, and environmental resource permits for an oil well on split estate property (BLM mineral/private surface).

SH 119 Reconstruction (Construction), Boulder County, CO — Responsible for managing the survey and mapping of protected species and their habitats for the reconstruction of SH 119 through Boulder Canyon.

Parkside Village Residential Mixed-Use Complex, Denver, CO — Responsible for the establishment and creation of environmental documents such as stormwater management plans, environmental site assessments, and environmental permits. Responsible for holding stakeholder meetings with clients, subcontractors, and regulatory officials.

SR 70 from Jefferson Ave. to CR 29 (PD&E), Highlands County, FL — Responsible for the survey and mapping of existing land use, protected species, and their habitats of an approximately 7.2-mile segment including evaluating improvements to the SR 70 intersection at US 27. (2016-2017)

SR 50 Bypass from Buck Hope Road to Jefferson Street (Design), Hernando County, FL — Responsible for the survey and mapping of protected species and their habitats of an approximately two-mile bypass of SR 50 in Hernando County.

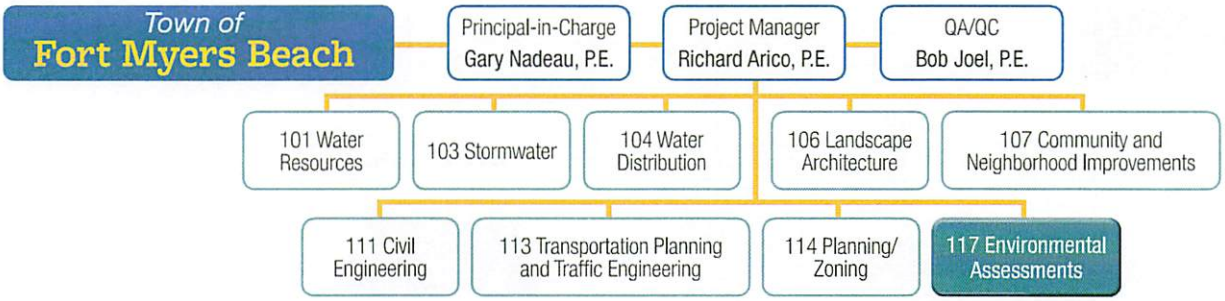


EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date: April 17, 2023

Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL				

(Unless list is continued on next page)

EXHIBIT B (Continued)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated April 17, 2023 entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated April 17, 2023, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

Date: April 17, 2023

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE

Consultant Name: **Kimley- Horn and Associates, Inc.**

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Senior Professional II	$110.36	3.3	$364.19
Senior Professional I	$ 90.28	3.3	$297.91
Professional II	$ 77.06	3.3	$254.30
Professional I	$ 57.40	3.3	$189.41
Analyst II	$ 42.30	3.3	$139.59
Analyst I	$ 34.97	3.3	$115.41
Senior Technical Support Staff	$ 65.16	3.3	$215.03
Technical Support Staff	$ 44.72	3.3	$147.58
Support Staff	$ 30.09	3.3	$ 99.30

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.This rate is an average.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

ATTACHMENT NO. 2 TO EXHIBIT B
NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS FOR THE
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

Date: April 17, 2023

CONSULTANT NAME: **Kimley- Horn and Associates, Inc.**

ITEM	BASIS OF CHARGE
Mileage	Current IRS mileage rate for business purposes.
Direct reimburseable expenses such as express delivery services, fees, travel and other direct expenses will be billed at 1.15 times cost.	
All permitting, application and similar project fees will be paid directly by the client. Should the client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a fifteen percent (15%) markup, will be issued to and promptly paid by the client.	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursable etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

Date: April 17, 2023

This EXHIBIT "C" establishes a total time for completion, detailed by times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Shall be negotiated through each Supplemental Task Authorization issued.		

EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

Date: April 17, 2023

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:
(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

Date: April 17, 2023

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1
Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2
Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3
Work may be assigned at any-time during the thirty-six (36) month contract duration. This contract also contains an option to renew by mutual agreement of both parties.

Item No. 4
No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 5
Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 6
This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 7
In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 8
Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 9
Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements The Consultant shall have the right to retain copies of all such materials.

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
Ongoing Miscellaneous Professional Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.

2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.

3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

STATE OF FLORIDA
COUNTY OF PALM BEACH

Kimley-Horn and Associates, Inc.
1514 Broadway, Suite 301, Fort Myers, FL 33901

BY: James Sumislaski, P.E.

TITLE: Senior Vice President

The foregoing instrument was signed and acknowledged before me BY MEANS OF PHYSICAL PRESENCE this 25TH day of APRIL, 2020 by James Sumislaski, P.E. who has produced PERSONALLY KNOWN as identification
(Print or Type Name) (Type of Identification)

Notary Public Signature

DIXIE L. MCGAFFICK

Printed Name of Notary Public

HH298633 / 9/24/26

Notary Commission Number/Expiration

DIXIE L. MCGAFFICK
Commission # HH 298633
Expires September 24, 2026

EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS:
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

None - no services are to be provided by subconsultants

Service and/or work to be Provided and/or Performed	Indicate Name of Individual or Firm

(If none, enter the word "none" in the space above.)

(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:
"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of $500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $1,000,000 per occurrence and $1,000,000 aggregate for Bodily Injury Liability and a minimum limit of $1,000,000 for Property Damage Liability, or a minimum combined single limit of $1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or

such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of $1,000,000 per person and $1,000,000 per accident for Bodily Injury Liability and a minimum limit of $1,000,000 for Property Damage Liability, or a minimum combined single limit of $1,000,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of $1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

Client#: 238109 KIMLASS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/03/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jerry Noyola
Edgewood Partners Ins. Center 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: greylingcerts@greyling.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER A : National Union Fire Ins Co of Pittsburg	19445
	INSURER B : Allied World Assurance Co (U.S.) Inc.	19489
	INSURER C : New Hampshire Insurance Company	23841
	INSURER D : Lloyd's of London	085202
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 23-24** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL5268169	04/01/2023	04/01/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X Contractual Liab						MED EXP (Any one person)	$25,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$2,000,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$4,000,000
								$
A	AUTOMOBILE LIABILITY			CA4489663 (AOS)	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	X ANY AUTO			CA2970071 (MA)	04/01/2023	04/01/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			03127930	04/01/2023	04/01/2024	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC015893685 (AOS)	04/01/2023	04/01/2024	X PER STATUTE / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		WC015893686 (CA)	04/01/2023	04/01/2024	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional Liab			B0146LDUSA2304949	04/01/2023	04/01/2024	Per Claim $2,000,000 Aggregate $2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ-22-25-AD; On-going Miscellaneous Professional Services; This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto and the limit(s) of liability shown shall not be intended or construed as applying to only one project; Richard Arico. The Town of Fort Myers Beach is named as an Additional Insured with (See Attached Descriptions)

CERTIFICATE HOLDER

Town of Fort Myers Beach
2525 Estero Boulevard
Fort Myers Beach, FL 33931

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ-22-25-AD

Date: April 17, 2023

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No.___ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

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

by James Sumislaski, P.E., Senior Vice President
(print individual's name and title)

for Kimley-Horn and Associates, Inc.
(print name of entity submitting sworn statement)

whose business address is 1514 Broadway, Suite 301

Fort Myers, FL 33901

and (if applicable) its Federal Employer Identification Number (FEIN) is 56-0885615
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement:_____ _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

_____
(Signature)

BY MEANS OF PHYSICAL PRESENCE

Sworn to and subscribed before me this 25TH day of APRIL, 2023

Personally known ✓

OR Produced Identification _____

_____
(Type of Identification)

Notary Public – State of FLORIDA

My Commission expires 9/24/26

_____
(Printed typed or stamped commissioned name of notary public)

DIXIE L. MCGAFFICK
Commission # HH 298633
Expires September 24, 2026

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

Company Name: Kimley-Horn and Associates, Inc.

(Signature)	Senior Vice President (Title)	4/25/2023 (Date)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was signed and acknowledged before me this 25TH day of APRIL, 2023, by James Sumislaski, P.E. who has produced
(Print or Type Name)

PERSONALLY KNOWN as identification.
(Type of Identification and Number)

Notary Public Signature

DIXIE L. MCGAFFICK
Printed Name of Notary Public

DIXIE L. MCGAFFICK
Commission # HH 298633
Expires September 24, 2026

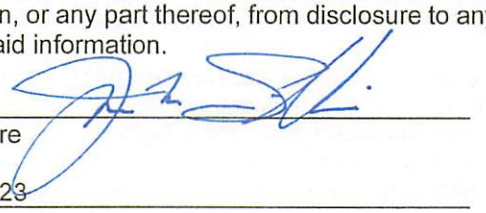
#HH298633 / 9/24/26
Notary Commission Number/Expiration

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

EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Services
RFQ -22-25-AD

I, the undersigned, James Sumislaski, P.E., am an employee of Kimley-Horn and Associates, Inc., the Town's provider of technical support services, and serve as a member of the Technical Support Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.



Signature

4/25/2023
Date

EXHIBIT "L"

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

FEDERAL CONTRACT PROVISIONS AND ASSURANCES

Access to Records: The contractor agrees to provide the Town, the Florida Department of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Affirmative Socioeconomic Steps If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Changes: To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allowable, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval. The contractor shall include this provision in any subcontracts.

Domestic Preference for Procurements 200.322 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

License and Delivery of Works Subject to Copyright and Data Rights: The Contractor grants to the Town, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Town or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Town data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Town.

No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Prohibition on Covered Telecommunications Equipment or Services
(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds forcovered Telecommunications Equipment or Services As used in this clause –

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing — (i). A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii). Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i). Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii). Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d)Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer

number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph(e), in all subcontracts and other contractual instruments.

Program Fraud and False or Fraudulent Statements or Related Acts: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Rights to Inventions Made Under a Contract or Agreement: Exempt from FEMA Public Assistance Funding

Suspension and Debarment: (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Procurement of Recovered Materials (§200.323) (Over $10,000): In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Termination for Cause and Convenience (over $10,000): See Standard Purchase Order and/or Contract Terms and Conditions

Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended) (over $100,000): Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Contractors must sign and submit a certification to the Town with each bid or offer exceeding $100,000. See Certifications and Assurances and the end of this document.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) (over $100,000): Where applicable, all contracts awarded by the solicitor in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Town or FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1
"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Clean Air Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act (over $150,000): 1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Administrative, Contractual, or Legal Remedies (over $250,000): Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

CONSTRUCTION ACTIVITIES

Equal Employment Opportunity Clause (§60-1.4): Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor

union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part an the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis Bacon Act: Exempt under FEMA Public Assistance Funding

Copeland Anti-Kickback Act: Exempt under FEMA Public Assistance Funding

STATE OF FLORIDA PROVISIONS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSITANCE PROGRAM

Applicable Laws - The Town and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Town shall include this provision in all contracts issued.

Data Collection: The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at: Project Monitoring (floridadep.gov)

In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(I7)(a)(I), F.S., **all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Florida Department of Environmental Protection/Town/permittee/engineering consultant**. The Town's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(I), F.S., including a description of organizational, physical, and electronic barriers to be used by the Town's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources.

Equal Employment Opportunity: No person on the ground of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of, otherwise subjected to discrimination.

Inspector General Cooperation: The Parties agree to comply with Section 20.055(5), Florida Statutes, for the inspector general to have access to any records, data and other information deemed necessary to carry out his or her duties and incorporate into all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

Lobbying: No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

Local Preference: Pursuant to Section 255.0991, F.S. local vendor preference is not applicable

Physical Access and Inspection: Grantor personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. The Town shall provide access to any location or facility on which Town is performing work, or storing or staging equipment, materials or documents.

ii. TheTown shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

iii. The Town shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

Record Retention: A. The contractor shall maintain and retain sufficient records demonstrating its compliance with the terms of the Agreement for a period of at least five (5) years after final payment is

made and shall allow the Town, the State, or its authorized representatives access to such records for audit purposes upon request.

Statutory Notices Relating to Unauthorized Employment: The Town shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement

Statutory Notices Relating to Subcontracts: Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:

i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. **Discriminatory Vendors**. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. **Notification**. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Certification

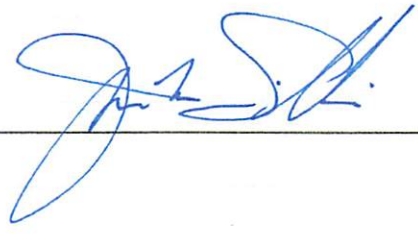
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

If the Contractor subcontracts any of the work required under this Agreement, a copy of the signed subcontract must be available to the Town for review and approval. The Contractor agrees to include in the subcontract that (1) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Town and the Grantor Agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Town may document in the quarterly report the Contractor's progress in performing its work under this agreement.

On behalf of my firm, I acknowledge, the grant requirements identified in this document.

Vendor/Contractor Name Kimley-Horn and Associates, Inc.

Date 4/25/2023

Authorized Signature 

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

Contractor Covered Transactions

(1) The prospective subcontractor of the Sub-recipient, Town, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

Kimley-Horn and Associates, Inc.

By: _____
Signature

James Sumislaski, P.E., Senior Vice President
Name and Title

1514 Broadway, Suite 301
Street Address

Fort Myers, FL 33901
City, State, Zip

V8PKGG6NLKV6
UEI Unique Entity Identifier (for SAM.gov verification)

4/25/2023
Date

Sub-Recipient Name: Town of Fort Myers Beach

DEM Contract Number: TBD

FEMA Project Number: TBD

TOWN OF FORT MYERS BEACH
ANTICIPATED DISADVANTAGED, MINORITY, WOMEN OR VETERAN PARTICIPATION STATEMENT

Status will be verified. Unverifable statuses will require the PRIME to either proivde a revised statement or provide source documentation that validates a status.

A. PRIME VENDOR/CONTRACTOR INFORMATION

PRIME NAME	PRIME FEID NUMBER	CONTRACT DOLLAR AMOUNT
Kimley-Horn and Associates, Inc.	56-0885615	TBD

IS THE PRIME A FLORIDA-CERTIFIED DISADVANTAGED, MINORITY OR WOMEN BUSINESS ENTERPRISE? (DBE/MBE/WBE) OR HAVE A SMALL DISADVANTAGED BUSINESS BA CERTIFICATION FROM THE SMALL BUSINESS ADMINISTRATION? A SERVICE DISABLED VETERAN?

VETERAN Y [ ] N [ ]
DBE? Y [ ] N [ ]
MBE? Y [ ] N [ ]
WBE? Y [ ] N [ ]
SDB BA? Y [ ] N [ ]

IS THE ACTIVITY OF THIS CONTRACT...

CONSTRUCTION ? Y [ ] N [X]
CONSULTATION? Y [ ] N [X]
OTHER? Y [X] N [ ]

IS THIS SUBMISSION A REVISION? Y [ ] N [ ] IF YES, REVISION NUMBER_____

B. IF PRIME HAS SUBCONTRACTOR OR SUPPLIER WHO IS A DISADVANTAGED MINORITY, WOMEN-OWNED, SMALL BUSINESS CONCERN OR SERVICE DISABLED VETERAN, PRIME IS TO COMPLETE THIS NEXT SECTION

DBE M/WBE VETERAN	SUBCONTRACTOR OR SUPPLIER NAME	TYPE OF WORK OR SPECIALTY	ETHNICITY CODE (See Below)	SUB/SUPPLIER DOLLAR AMOUNT	PERCENT OF CONTRACT DOLLARS
			TOTALS:		

C. SECTION TO BE COMPLETED BY PRIME VENDOR/CONTRACTOR

NAME OF SUBMITTER	DATE	TITLE OF SUBMITTER
Kimley-Horn and Associates, Inc.	4/25/2023	Project Manager
EMAIL ADDRESS OF PRIME (SUBMITTER)	**TELEPHONE NUMBER**	**FAX NUMBER**
richard.arico@kimley-horn.com	239-984-6525	N/A

NOTE: This information is used to track and report anticipated DBE or MBE participation in federally-funded contracts. The anticipated DBE or MBE amount is voluntary and will not become part of the contractual terms. This form must be submitted at time of response to a solicitation. If and when awarded a County contract, the prime will be asked to update the information for the grant compliance files.

ETHNICITY	CODE
Black American	BA
Hispanic American	HA
Native American	NA
Subcont Asian American	SAA
Asian-Pacific American	APA
Non-Minority Women	NMW
Other: not of any other group listed	O

D. SECTION TO BE COMPLETED BY TOWN OF FORT MYERS BEACH

DEPARTMENT NAME	FMB CONTRACT # (FB/RFP or PO/REQ)	GRANT PROGRAM/CONTRACT

ACCEPTED BY:	DATE

LOBBYING CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

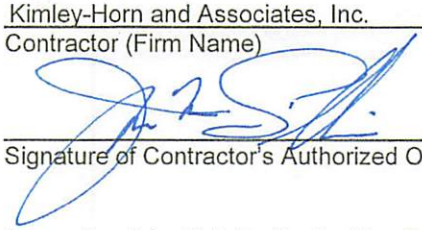
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Kimley-Horn and Associates, Inc.
Contractor (Firm Name)



Signature of Contractor's Authorized Official

James Sumislaski, P.E., Senior Vice President
Name and Title of Contractor's Authorized Official

4/25/2023
Date

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-395**

1. **Request:**

Meeting Date: April 20, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUPPLEMENTAL TASK AGREEMENT #4 OF CONTRACT RFQ-24-06-AD BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR CONSTRUCTION PHASE SERVICES AND SHOREBIRD MONITORING ASSOCIATED WITH THE TOWN OF FORT MYERS BEACH CENTRAL SEGMENT DUNE REPAIR AND SCOUR FILL BEACH SAND TRUCK HAUL PROJECT FOR A COST OF $61,711.00; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

The Town applied for and is receiving State Funding for Hurricane Ian Recovery for purchasing, transporting and placing sand to offset impacts by filling scour holes and rebuilding emergency berms. Engineering and environmental monitoring are required to ensure design, permitting, and grant compliance.

What the action accomplishes:

Authorizes Coastal Engineering Consultant's to provide construction phase engineering services and environmental monitoring services for the Town's Central Segment Dune Repair and Scour Fill Beach Sand Truck Haul Project.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Resolution	Chadd Chustz, Environmental Projects Manager, Frankie Kropacek, Community Development Director

5. **Background:**

Several areas of shoreline were left low lying following the 2024/25 Estero Island Beach Nourishment and Hurricane Recovery Project. In addition, due to mechanical and weather delays, the contractor was not able to re-build the berm in the Central segment. The proposed beach sand truck haul projects will fill the beach template, and reestablish the berm waterward of the dune plantings.

On February 2, 2026. Town Council gave Staff direction to proceed with the Central Segment Dune Repair and Scour Fill Beach Sand Truck Haul Project.

Attachments:

1. 26-079 CEC STA 4 RFQ-26-04 Coastal Engineering for 2026 Beach Truck Haul Project
2. Attachment A 26303 STA 4 EI Beach 2026 Truck Haul 20260309
3. Attachment A-1 Estero Island Hurricane Repair Truck Haul Tech Specs 20260204
4. Attachment A-2 24303 Estero Island 2026 Truck Haul 20260204

Financial Impact:

The Town's Central Segment Dune Repair and Scour Fill Beach Sand Truck Haul Project and associated engineering, construction, and environmental monitoring are eligible for Florida Department of Emergency Management's D1502 Grant Funding. There is no project match required from the Town.

6. **Alternative Action**
Do not approve CEC STA 4.

7. **Management Recommendations:**

8. **Recommended Approval:**

Chadd Chustz, Environmental Projects Manager	Created/Initiated - 4/3/2026
Frankie Kropacek, Community Development Director	Approved - 4/8/2026
Joe Onzick, Finance Director	Approved - 4/9/2026
nancy stuparich, Town Attorney	Approved - 4/9/2026
Amy Baker, Town Clerk	Approved - 4/13/2026
William McKannay, Town Manager	Final Approval - 4/13/2026

RESOLUTION NUMBER 26-079

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SUPPLEMENTAL TASK AGREEMENT #4 OF CONTRACT RFQ-24-06-AD BETWEEN THE TOWN AND COASTAL ENGINEERING CONSULTANTS, INC. FOR CONTRUCTION PHASE SERVICES AND SHOREBIRD MONITORING ASSOCIATED WITH THE TOWN OF FORT MYERS CENTRAL SEGMENT DUNE REPAIR AND SCOUR FILL BEACH SAND TRUCK HAUL PROJECT FOR A COST OF $61,711.00; 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 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, Estero Island's coastal beach is among the Town of Fort Myers Beach most valuable economical and recreational assets, and

WHEREAS, the Town received State funding for Hurricane Ian Recovery for purchasing, transporting, and placing sand to offset impacts by filling scour holes and rebuilding emergency berms, and

WHEREAS, Engineering and environmental monitoring services are required to ensure the Central Segment Dune Repair and Scour Fill Beach Sand Truck Haul Project is in compliance with State and Federal permitting, and

WHEREAS, the Town Council has determined it is in the best interest of the Town to approve the requested Supplemental Task Order #4 of Contract # RFQ-24-06-AD.

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

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

Section 2. The Town Council hereby approves Supplemental Task Order #4 of Contract # RFQ-24-06-AD between the Town and Coastal Engineering Consultants, Inc., for $61,711. A copy of the Supplemental Task Order #4 of Contract # RFQ-24-06-AD is attached hereto as Attachment "A".

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 King, Council Member	___
Rebecca Link, Council Member	___
John McLean, Council Member	___

ADOPTED this ___ day of _____, 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.

TOWN OF FORT MYERS BEACH SERVICE AGREEMENT

SUPPLEMENTAL TASK AUTHORIZATION

X Supplemental Task Authorization NO.: 4

CONTRACT/PROJECT NAME: Estero Island Beach 2026 Truck Haul Project

CONSULTANT: Coastal Engineering Consultants, Inc. PROJECT NO.: _____

SOLICIT NO.: On-Going Misc Professional Services CONTRACT NO.: RFQ-24-06-AD

REQUESTED BY: Chadd Chustz, Environmental Project Manager DATE OF REQUEST: 3/6/2026

Upon the completion and execution of this Supplemental Task Authorization by both parties, the Consultant/Provider is authorized to and shall proceed with the following:

EXHIBIT "A"	SCOPE OF PROFESSIONAL SERVICE:	DATED: March 9, 2026
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: March 9, 2026
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: March 9, 2026
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED: March 9, 2026

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____ By: _____

Department Director Date Contracts Manager Date

ACCEPTED:

By: _____ March 9, 2026

Consultant/Provider Date

TOWN APPROVAL:

By: _____

Town Manager Date

EXHIBIT A

Date: March 9, 2026

SCOPE OF PROFESSIONAL SERVICES

Estero Island Beach 2026 Truck Haul Project

INTRODUCTION

The Town applied for and is receiving State Funding for Hurricane Ian Recovery for purchasing, transporting and placing sand to offset impacts by filling scour holes and rebuilding emergency berms.

1: Construction Phase Services

Review contractor submittals for compliance with contract documents. Attend weekly construction meetings. Conduct site visits during active construction in support of certifying project completion. Based on information obtained during such inspections and on such observations, endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and keep the Town informed of the progress of the work. Prepare and submit summary reports of observations. Budget does not include nights or weekend overtime.

Conduct pre-construction and post-construction surveys and compute volume of sand placed to verify quantities. Budget includes one (1) pre-construction and seven (7) pay surveys. Set up to three (3) benchmarks for the Contractor. Surveys shall be taken at approximate 100-foot intervals and points of inflection along the berm survey baseline. Cross sections shall extend a minimum of 10 feet beyond the limits of placed sand to capture the full placement areas. Vertical elevations shall be in feet referenced to the NAVD88. Horizontal distances shall be in feet. Locations shall be specified in Florida State Plane grid coordinates, NAD83. All drawings shall be submitted in electronic format (CADD and PDF). All survey data shall be provided in Easting, Northing, Elevation formatted data files (i.e. XYZ data files).

Review pay applications and recommend payments.

Construction stakeouts are not included in this scope of work.

The budget is based on a 30-day construction window. Services beyond 30 days shall be provided as additional services. Surveys beyond the budgeted seven (7) pay surveys shall be provided as additional services.

2. Shorebird Monitoring

Conduct the Permit required monitoring and reporting during the construction window. Attend routine meetings. Prepare and submit monitoring reports to the agencies.

Total Cost (of Job): $61,711

EXHIBIT B

Date: March 9, 2026

COMPENSATION AND METHOD OF PAYMENT

Estero Island Beach 2026 Truck Haul Project

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
Task 1	Construction Phase Services	$47,753	LS	W.I.P.P.
Task 2	Shorebird Monitoring	$13,958	LS	W.I.P.P.
TOTAL		$61,711		

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 9/14/2023, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated 3/9/2026, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: March 9, 2026

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR

Estero Island Beach 2026 Truck Haul Project

Consultant or Sub-Consultant Name: Coastal Engineering Consultants, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule Included in Master Contract			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: March 9, 2026

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

Estero Island Beach 2026 Truck Haul Project

CONSULTANT OR SUB-CONSULTANT NAME: Coastal Engineering Consultants, Inc.
(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (N.T.E. 50 miles one-way) (or)	$0.405/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE $100.00
Meals: Breakfast Lunch Dinner In accordance with the Runzheimer rate service for Travel utilizing the “average”, dated 5/4/06	 $12.01 $11.82 $24.72
Reproduction (Photocopy) 8 ½” x 11”	$0.15/Page
8 ½” x 14”	$0.20/Page
11” x 14”	$0.35/Page
Reproduction (Blue/White Prints)	$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Permit Fees	Actual Cost
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the Town, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

*NOTE: N.T.E. indicates Not-To-Exceed

EXHIBIT C

Date: March 9, 2026

TIME AND SCHEDULE OF PERFORMANCE

Estero Island Beach 2026 Truck Haul Project

This EXHIBIT “C” establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number of Calendar Days for Completion from Date of Notice to Proceed
Task 1	Construction Phase Services	30	30
Task 2	Shorebird Monitoring	30	60

EXHIBIT D

Date: March 9, 2026

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

Estero Island Beach 2026 Truck Haul Project

CONSULTANT has identified the following Sub-Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

ESTERO ISLAND HURRICANE REPAIR TRUCK HAUL

TECHNICAL SPECIFICATIONS

TS-1.0 SCOPE OF WORK

TS-1.1 GENERAL

The Project is located along Estero Island within the Town of Fort Myers Beach, Lee County. The purpose of Project is to transport, deliver, and place beach compatible sand from one or more of the approved Sand Sources to restore scour holes and to rebuild emergency berms previously constructed by others to offset the impacts of Hurricanes Ian and Nicole. The estimated fill quantity is 60,400 tons (41,655 cubic yards X 1.45 conversion). The following Sand Sources are preapproved for the Project: Immokalee (Stewart), Witherspoon (Vulcan), Ortona (ER Jahna), Lake Wales (Cemex), and Garcia Mining Company (Clewiston), subject to the requirements of the Sediment Quality Assurance/Quality Control (QA/QC) Plan.

This Work must be completed according to the Contract Plans and these specifications within the time specified in the Contract and within compliance with the conditions of the State of Florida Hurricane Emergency Final Orders and subsequent revisions and / or amendments and the FDEP Beach Project Permits.

The Contractor is solely responsible for all construction means, methods, techniques, procedures, and sequence of the Work.

The Owner is the Town of Fort Myers Beach and the Engineer is Coastal Engineering Consultants, Bonita Springs, Florida.

TS-1.2 CONTRACT TIME

The Contractor shall use no more than 45 calendar days for Substantial Completion and 10 calendar days for Final Completion from the date specified in the Notice to Proceed. This is the Contract Time, 55 calendar days, to complete all phases of this Project. The Contract Time shall include the preparation, submittal, review and approval of submittals, delivery of materials, mobilization, construction access and staging, surveys, sand delivery and placement, final clean-up, restoration, and demobilization.

TS-1.3 ENVIRONMENTAL WINDOW

All Work must be completed before April 15 to comply with the Permits. All Work shall be subject to the environmental protection plans defined in the Permits and these Specifications.

TS-2.0 CRITERIA FOR AWARD

The award of this bid shall be to the lowest responsive, responsible bidder(s) meeting or exceeding all of the Specifications.

The Owner reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the Contract. If, after bid opening, the lowest bidder is deemed non-responsible by the Owner, such bidder shall receive written notice from the Owner of this determination. The Owner shall make a final determination regarding the bidder's responsibility at the time of award of the Contract.

TS-3.0 WORK PLAN

The Contractor shall develop a written Work Plan which accounts for all of the construction activities required by the Contract Documents. The Work Plan shall include a list of the individual construction tasks to be completed and the estimated dates for beginning and completing the tasks. It shall also include all other items which are applicable to completing the Work such as, but not limited to, the following:

(a) Typical Form for Daily Progress Report;
(b) Severe Storm Plan;
(c) Site-specific Health and Safety Plan;
(d) Personnel, Materials, Subcontractors, Suppliers, and Equipment;
(e) Construction Access and Staging Area usage and restoration plan;
(f) Trucking route;
(g) Chain of Custody Plan;
(h) Maintenance of Traffic Plan;
(i) Environmental protection and pollution control plans;
(j) Protection of existing structures;
(k) Survey layout and stakeout plan;
(l) Sequence of Work;
(m) Progress Schedule;
(n) Schedule of Values;
(o) Specific methods for accounting for all grade stakes and control markers to ensure their removal prior to completion of the Work; and
(p) Quality Assurance/Quality Control Plan.

The Work Plan shall be submitted to the Owner three (3) days prior to the pre-construction meeting. The Owner shall review the Work Plan and have the Contractor make any necessary revisions prior to acceptance of the Work Plan. No Work shall commence until the Owner has reviewed and approved the Work Plan.

TS-4.0 MOBILIZATION AND DEMOBILIZATION

TS-4.1 GENERAL DESCRIPTION

The Contractor shall provide all labor and Equipment necessary to move personnel, Equipment, construction materials, and incidentals to and from the Work Area. This shall include, but is not limited to, establishing offices and other facilities necessary for the Work. As part of these Bid Items, the Contractor shall obtain bonds, required insurance, and include any other pre-construction expenses necessary to perform the Work. This section shall also include all other items of cost required by these Specifications for which a separate payment is not provided for herein. The Contractor's Daily Progress Report may be used for verification of Work and the Owner, at their discretion, may require additional verification by other means. Unless otherwise indicated within these Specifications, demobilization shall also include final clean-up and restoration activities.

TS-4.2 MEASUREMENT AND PAYMENT

Sixty percent (60%) of the lump sum price will be paid to the Contractor after commencement and placement of 500 tons of beach compatible sand in one 24-hour period. The remaining forty percent (40%) of the lump sum price will be paid to the Contractor upon completion of all punch list items and demobilization of all Plant and Equipment.

TS-5.0 WORK AREA

TS-5.1 GENERAL

The Contractor's Work Areas shall include the scour hole repair areas, emergency berm alignments, construction accesses and staging areas, and transport corridors from the construction accesses and staging areas to the fill areas. The Contractor shall detail in their Work Plan the transport corridors they propose to utilize for the Work which are subject to review and approval by the Owner. The transport corridors shall not cross existing dunes nor impact dune vegetation. If the Contractor intends to utilize transport corridors on the dry sandy beach, they must limit their corridor width to a maximum of 25 feet and run parallel to the water line then from the waterline perpendicular to the fill areas. No Work may occur below MHW.

TS-5.2 NO WORK ZONES

No Work Zones are shown on the Contract Plans that correspond to property owners who have not provided the Owner with temporary construction easements. The Contractor shall not encroach into the No Work Zones with any Work, equipment, personnel or materials.

TS-5.3 SECURITY

The Contractor is permitted to exclude the public from their Work Area as necessary to perform the Work. Enforcement shall be the Contractor's responsibility at the Contractor's expense. The enforcement shall be coordinated with local enforcement agencies and will be subject to approval of the Owner. The Contractor shall erect, maintain, and move as necessary, restrictive barriers and warning signs around the Work area. Additionally, the Contractor shall place appropriate safety personnel who shall be present at all times during sand delivery, placement, and grading.

TS-5.4 CONSTRUCTION ACCESSES AND STAGING AREAS

The Town provided construction accesses and staging areas include Newton Park and Dakota Avenue ROW which are shown on the Contract Plans. Alternative and / or additional access and staging areas which meet the requirements of Special Provision SP-12.0 "Private Property" may be proposed by the Contractor, but are subject to review and approval by the Owner. Procurement of additional temporary upland construction access areas shall be obtained by and at the expense of the Contractor. A pre-construction topographic survey, along with video and photographs shall be collected by the Contractor to document the existing conditions of all construction accesses and staging areas prior to the Work.

A minimum of 48-hour written notice shall be provided to the Owner for delivery of large equipment to the Park including but not limited to dozers, graders, backhoes, loaders, and excavators.

The Contractor shall confine their Plant, Equipment, and operations of personnel to areas permitted by law, ordinances, and the requirements of the Contract Documents. The Contractor may not store Plant or Equipment in excess of what is needed for this Contract. The Contractor shall not conduct their operations or store Project-related Equipment in, on, or over dunes, or otherwise impact dune vegetation. The Contractor must control noise and must control wind-blown sand and dust while using the construction access and staging area. The Contractor is responsible for preparation and restoration of the construction access and staging areas. The Contractor is responsible for security within the construction access and staging areas. The Contractor is required to submit a construction access plan and construction access restoration plan as part of the Work Plan prior to Work. Disposal of any cleared vegetation, debris and rubbish shall be in a manner approved by the Owner. The construction access and staging area shall be restored to pre-construction conditions as part of demobilization. Final Payment shall be withheld until the site is restored in a manner acceptable to the Owner.

TS-5.5 NOISE

The Contractor shall conduct his operations so as to comply with all Federal, State, and local laws pertaining to noise. Equipment used for the Work shall be equipped with satisfactory mufflers or other sound abatement devices to reduce engine noise. The use of horns, the use of whistle signals, and handling of equipment shall be held to the minimum necessary in order to provide as quiet an operation as possible.

TS-5.6 MEASUREMENT AND PAYMENT

All costs incurred by the Contractor for security; construction accesses and staging areas preparations, usage, and restoration; noise control; and protection of existing structures shall be included in the Contract lump sum price for Bid Item No. 2 “Construction Access and Staging.” Sixty percent (60%) of the lump sum price will be paid to the Contractor after preparation of the construction accesses and staging areas. The remaining forty percent (40%) of the lump sum price will be paid to the Contractor upon completion of all punch list items and complete restoration and acceptance of the construction accesses and staging areas.

TS-6.0 MAINTENANCE OF TRAFFIC

TS-6.1 GENERAL

The Contractor shall implement their approved Maintenance of Traffic (MOT) Plan for the trucking route, ingress/egress on Estero Boulevard and ingress/egress to the construction accesses and staging areas, and damage avoidance. The Contractor shall coordinate the MOT Plan with local enforcement agencies.

TS-6.2 MEASUREMENT, PAYMENT AND ACCEPTANCE

All costs associated with developing and implementing the MOT plan; and all other appropriate costs in connection therewith or incidental thereto the MOT Work shall be included in the Contract lump sum price for Bid Item No. 3 “Maintenance of Traffic.” Progress payments may be made based on the volume placed and accepted divided by the total volume to be placed.

TS-7.0 SAND DELIVERY AND PLACEMENT

TS-7.1 GENERAL

The Contractor shall transport, deliver, and place approximately 60,400 tons of beach compatible sand from the Sand Source to the fill areas. Prior to the delivery of any sand to the beach, the Contractor shall have furnished the Owner certificates from the Sand Sources evidencing that the sand meets the specifications for beach compatible sand defined in the Sediment QA/QC Plan.

TS-7.2 SEDIMENT QUALITY ASSURANCE/QUALITY CONTROL PLAN

The Contractor shall purchase the beach compatible sand from a properly licensed, permitted, and qualified upland source. The sand shall be free of construction debris, rocks, or other foreign matter, and shall not contain, on average, greater than 3% fines (i.e., silt and clay) (passing the #230 sieve); and shall not contain, on average, greater than 1% coarse material (retained on the #4 sieve); and shall have a mean grain size ranging from 0.3 mm to 0.4 mm and a moist Munsell color-value/chroma of 8/1 or lighter. Moisture Content shall be 6% or less per load delivered to the Project or may be rejected by the Owner.

The Contractor shall be responsible for all inspections and tests as may be necessary to assure compliance with all the requirements of the Sediment QA/QC Plan and the Contract Documents. The Contractor shall report the Mean Grain Size, Phi Standard Deviation (sorting value), Silt Content, Moisture Content, Munsell Color Value, and Carbonate Content of the proposed sand source to the Owner prior to transporting sand to the beach. The tests shall be from the specific stockpile to be

utilized for this Project. The Contractor shall also report the same information for each quality control test during construction. The number of tests are at the discretion of the Contractor to verify compliance with the Contract Documents. At a minimum, one test per 400 tons (on average) shall be provided to the Owner and Engineer within one business day of the test.

TS-7.3 DEDUCTIONS FOR NONCONFORMING WORK

If the Contractor fails to comply with the Sediment QA/QC Plan and these Specifications to avoid non-compatible fill, then non-compatible fill may be required by the Owner to be removed from the emergency berm fill by the Contractor, totally at the Contractor's expense. If the Owner believes that the fill material does not comply with the requirements of the Sediment QA/QC Plan, the Owner may request the Contractor to analyze up to three (3) random samples collected by the Owner. If any of the samples fails to meet the approved criteria, the Owner reserves the right to have the Contractor remove the material from the emergency berm, at the Contractor's expense. If the Contractor fails to remove the non-compatible fill to the satisfaction of the Owner, such material may be removed by the Owner, and the cost of such removal may be deducted from any payment due or to become due to the Contractor or may be recovered under the Contractor's bond. The volume of material removed from the Work Area shall be estimated by the Owner and deducted from the pay volume.

In the event the Owner believes for a second time that the fill material does not comply with the requirements of the Sediment QA/QC Plan, the Owner may request the Contractor to analyze additional samples collected by the Owner. If any of the samples fails to meet the approved criteria, the Owner reserves the right to have the Contractor remove the material, at the Contractor's expense; and to have the Contractor supply sand from one of the other approved sand sources, with certification from the Contractor that the sediment is in compliance with the quality criteria. The requirement to change to an alternate source shall not be the basis of claim for an increase in time or cost.

TS-7.4 CHAIN OF CUSTODY

The Contractor shall implement their approved Chain of Custody (COC) Plan that covers the operation and management from the Upland Sand Source to the Work areas. The COC Plan shall include the methods used to track the weight, volume, and moisture content of each truck delivered to the Work area each day. The COC Plan shall include posting data in electronic and hard-copy format that can be reconciled on a daily-basis.

TS-7.5 CONSTRUCTION

All sand shall be transported, placed, and graded within the lines, grades, templates, and sections shown on the Contract Plans. Detailed fill templates and profiles shall be provided to the Contractor as part of the pre-construction survey.

The Contractor shall maintain and protect the fill in a satisfactory condition at all times until acceptance of the Work. The Contractor shall, prior to placement of fill, remove from the limits of the fill sections all man-made debris including, but not limited to, concrete, rebar, detached seawalls, timber piles, tiebacks, broken concrete sheet pile, broken steel sheet pile, etc.; as well as natural debris that could impact completing the Work. All materials removed shall be disposed of in areas provided by and at the expense of the Contractor and approved by the Owner.

The fill templates are for the purpose of estimating the theoretical amount of fill needed and will be used in making any changes in the lines and grades. The beach is subject to changes and the elevations on the beach at the time the Work is done may vary from the elevations shown on the

Contract Plans. The Owner reserves the right to vary the width and grade of the fill templates from the lines and grades in order to establish uniform profiles.

The Contractor shall exercise due caution when placing sand near structures or vegetation. Hand grading shall be conducted as necessary to fill in around existing vegetation and structures. The Contractor will be responsible for the cost to repair any damage caused by the Work. Final payment shall be withheld until the repairs are made and approved in writing by the Owner.

TS-7.6 GRADE STAKES

Any grade stakes used in the Work Area shall be made of steel pipe or rebar that shall be completely removed intact by the Contractor after filled cross sections have been accepted by the Owner. Any excavation required to remove the stakes shall be backfilled. Grade stakes shall be flagged to increase visibility. The Contractor shall maintain a grade stake log denoting the date of placement, date of removal, station, range, and identifying symbol for each grade stake placed. The log shall be kept up to date and current to within 48 hours.

TS-7.7 DRESSING

Upon completion of construction operations, the Work area shall be graded and dressed throughout the Contractor's Work Area to remove ruts, humps, and depressions in the surface resulting from construction operations.

TS-7.8 MEASUREMENT, PAYMENT AND ACCEPTANCE

TS-7.8.1 DELIVERY

All costs associated with coordination with Sand Source, COC, and sand delivery from Sand Source to the Work areas; and all other appropriate costs in connection therewith or incidental thereto this Work shall be included in the Contract unit price per ton for Bid Item No. 4 "Delivery."

Payment shall be based upon the tonnage of sand delivered as identified via weight tickets. Individual truck identification and certified scale records along with COC documentation must accompany each truck delivery.

TS-7.8.2 PLACEMENT

All costs associated with debris removal and disposal; layout of the Work and construction stake-out; placement of fill; grading and dressing; and all other appropriate costs in connection therewith or incidental thereto this Work shall be included in the Contract unit price per ton for Bid Item No. 5 "Placement."

Payment shall be based upon the tonnage of sand placed according to the Contract Plans and verified by surveys stipulated in TS-8. The The Contractor is required to make his own measurements and observations of each completed fill area to ensure they have achieved the design grades, slopes, and elevations, then contact the Town and request the acceptance survey. The Contractor shall contact the Town in writing a minimum of forty-eight (48) hours in advance to request each acceptance survey. The Town shall conduct the surveys as soon as practical, subject to weather conditions.

The Owner shall compute the pay quantities based on the Owner conducted surveys. The placed volume computed from the surveys (cubic yards) shall be multiplied by 1.4 to convert to tons.

TS-7.8.3 TOLERANCE

A tolerance of three-tenths (0.5) of one foot above the prescribed grades and slopes shall be allowed but shall not be used to increase the volume in excess of the bid quantity. Any beach compatible sand placed above the prescribed tolerance may be left in place at the discretion of the Owner.

TS-7.8.4 ACCEPTANCE

Unless otherwise accepted by the Town in writing, the Contractor must place a minimum of 90% of the design volume in order to for each individual fill area to be approved. The constructed contour lines must be approximately parallel and straight line, indicating that the Contractor attempted to construct a uniform (non-cuspate) grade within the templates. In the event the Town's acceptance survey indicates that the Contractor has not achieved the acceptance criteria, the Contractor will place additional fill until the templates are uniform in appearance and dimensions between cross-sections and profile lines provides a minimum of 90% of the design fill within each individual fill area. In the event under-filling has been found to occur, the cost of additional surveys shall be deducted from payment to the Contractor at a cost of $2,600 per re-survey. The Contractor will not be paid for any volume in excess of the bid quantity unless a written change order is prepared and approved by the Owner.

TS-7.9 FINAL CLEANUP

Final clean-up shall include the removal of all the Contractor's Equipment either for disposal or re-use and, if required, restoration of landscaping. Equipment to be disposed of shall only be disposed of in a manner and at locations approved by the Owner. Except as noted herein, the final clean-up within the Contractor's Work Area shall be completed within the Contract Time. If not done by the Contractor within three (3) days of the conclusion of the Contract Time, then the Owner may have the said Work completed at the Contractor's expense. Roads and infrastructure impacted by the Contractor's operation shall be repaired to a level acceptable to the Owner prior to final payment.

TS-8.0 SURVEYS

TS-8.1 PRE- AND POST-CONSTRUCTION SURVEYS

The Owner shall conduct the pre- and post-construction surveys to verify the quantities of beach fill placed. For the emergency berms and scour holes, surveys shall be taken at the 100-foot interval stations and points of inflection of the fill limits along the survey baseline. Cross sections shall extend a minimum of 15 feet beyond the limits of placed sand to capture the full placement areas.

For each survey, drawings shall be prepared to include plan views, cross-sections, and centerlines utilizing the survey baselines shown on the Contract Plans as reference for plotting the drawings. All cross-sections and profile lines shall include the data and the identifying baseline station number. All survey information submitted, and included in any depiction, shall include the date of the survey. Vertical elevations shall be in feet referenced to the NAVD88. Horizontal distances shall be in feet. Locations shall be specified in Florida State Plane grid coordinates, NAD83. Locations of the survey baselines, cross-sections, and centerlines shall be shown on the plan view drawings. All drawings shall be submitted in electronic format (CADD and PDF). All survey data shall be provided in Easting, Northing, Elevation formatted data files (i.e. XYZ data files). The plan views, cross-sections, and profile lines shall be plotted at the same scales as the Contract Plans.

TS-8.2 LAYOUT OF WORK

The Owner shall establish three temporary benchmarks at locations coordinated with the Contractor. The Contractor shall be responsible for all layout and measurements that may be required for the execution of the Work to the location and limit marks prescribed in the Technical Specifications, on the Contract Plans, or on the pre-construction survey plans, subject to such modifications as the Owner may require to meet changed conditions or as a result of necessary modifications to the Contract Work.

The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required to maintain the layout of the Work from the Contract Plans. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Owner until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the Owner, at their discretion, and the expense of replacement and re-staking will be deducted from any amounts due or to become due the Contractor. The Owner may require that Work be suspended at any time when the location and limit marks established by the Contractor are not reasonably adequate to permit checking of the Work.

The Contractor shall stake-out the No Work Zones as shown on the Contract Plans prior to fill placement and maintain the stakes until acceptance of Work, removal of pipeline, final dressing, and tilling. The Town will provide the Contractor with electronic files (e.g. CADD drawings or GIS shapefiles) of the No Work Zones.

There is no separate payment for Layout of the Work.

TS-9.0 ENVIRONMENTAL PROTECTION

TS-9.1 NATURAL RESOURCES

TS-9.1.1 GENERAL

For the purpose of this Specification, environmental protection is defined as the retention of the environment in its natural state to the greatest possible extent during Project construction and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land, and involves noise, solid waste-management, as well as, other pollutants. In order to prevent any environmental pollution arising from the construction activities in the performance of this Contract, the Contractor and their Subcontractors shall comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement. There is no separate payment for Environmental Protection.

TS-9.1.2 SUBCONTRACTORS

Compliance with the provisions of this section by Subcontractors will be the responsibility of the Contractor.

TS-9.1.3 PREVENTION OF LANDSCAPE DEFACEMENT

The Contractor shall not deface, injure, or destroy vegetation, trees or shrubs, nor remove or cut them without the approval of the Owner. Ropes, cables, or guys shall not be fastened to or attached to any existing nearby trees. Where the possibility exists that trees may be defaced, bruised, injured, or otherwise damaged by the Contractor's Equipment or operations, the Contractor shall adequately protect such trees. Monuments and markers shall be protected before construction operations commence.

TS-9.1.4 RESTORATION OF LANDSCAPE DAMAGE

Any trees, beach vegetation, or other landscape features scarred or damaged by the Contractor's Equipment or operations shall be restored to a condition satisfactory to the Owner. Restoration of scarred and damaged vegetation shall be performed in an approved manner by experienced workmen. Vegetation damaged beyond restoration shall be removed and disposed of by Contractor in a manner approved by Owner. Vegetation that is to be removed because of damage shall be replaced at the Contractor's expense by nursery-grown vegetation of the same species or a species approved by the Owner. The size and quality of nursery-grown vegetation shall also be approved by the Owner. Final payment shall be withheld until the restoration activities are made and approved by the Owner.

TS-9.1.5 LOCATION OF STORAGE FACILITIES

The Contractor's storage, which is required in the performance of the Work, shall be detailed in the Work Plan and located only upon existing cleared portions of the Work Area, and shall require written approval of the Owner. The Contractor shall not store oil, fuel, or Equipment on the beach that is not required for the daily construction activities. A metal pan with sides a minimum of four (4) inches in height shall be placed under the Equipment on the beach or adjacent area during refueling. The pan shall have a capacity equal to the capacity of the fuel supply used and catch any spills or leaks during the refueling activity. Fuel caught in the pan shall be contained and either transported off-site or used in the Equipment. Under no condition shall the material be discharged on the beach, adjacent lands, or waters. If the Contractor's fuel cells exceed the thresholds set forth in CFR 20 (100-112), the Contractor shall provide a spill plan and containment equipment accordingly.

TS-9.1.6 POST-CONSTRUCTION CLEANUP OR OBLITERATION

The Contractor shall obliterate all signs of construction, waste materials, or any other vestiges of construction as directed by Owner. The area will be restored to near natural conditions.

TS-9.1.7 SPILLAGE

Special measures shall be taken to prevent effluent, chemicals, fuels, oils, greases, bituminous materials, waste washing, herbicides and insecticides, and drainage onto the beach or from entering public waters. In the event of a spill, the Contractor shall immediately implement their spill plan and containment equipment, and immediately notify the applicable Federal, State and local agencies, as well as, the Owner.

TS-9.1.8 DISPOSAL

Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams or other waters of the State shall not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the original condition before being disturbed. If necessary, contaminated ground shall be excavated; disposed of as directed by the Owner; and replaced with suitable fill material; compacted and finished with topsoil; and planted as required to re-establish vegetation.

TS-9.2 THREATENED AND ENDANGERED SPECIES PROTECTION

The Contractor shall comply with Federal, State and local regulations and the Permits, as applicable to the time of actual construction activities, for protection of threatened and endangered species including but not limited to gopher tortoises, marine sea turtles, and nesting and wintering shorebirds.

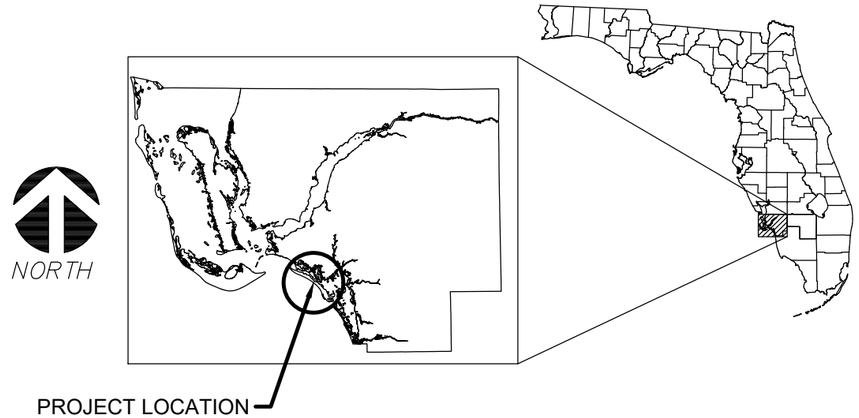
ESTERO ISLAND TRUCK HAUL
CONSTRUCTION PLANS 2026

PREPARED FOR:

TOWN OF FORT MYERS BEACH

INDEX

1. COVER SHEET
2. PLAN VIEW FILL AREAS
3. PLAN VIEW FILL AREAS
4. PLAN VIEW FILL AREAS
5. TYPICAL CROSS SECTIONS
6. TYPICAL CROSS SECTIONS



LEE COUNTY
N.T.S.

NOTES

1. BEACH SURVEYS COMPLETED BY COASTAL ENGINEERING CONSULTANTS (CEC), INC. 8/15/2025.
2. AERIAL PHOTOGRAPHY OBTAINED FROM KUCERA, DATED AUGUST 2025.
3. EROSION CONTROL LINE (ECL) RECORDED IN THE PLAT BOOK 70, PAGE 25, LEE COUNTY, FLORIDA.
4. PLANE COORDINATES ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE WEST ZONE OF FLORIDA AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83).
5. ELEVATIONS SHOWN HEREON ARE IN FEET AND TENTHS AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BENCHMARKS USED:

   ACOE ESTERO 101 2015 JAX DIST, PID NO. BBDV83
   NORTHING: 764,427.976'
   EASTING: 681,535.064'
   ELEVATION: 4.73' NAVD 1988

   FDEP 1283-A25-2
   NORTHING: 770,456.326'
   EASTING: 670,763.371'
   ELEVATION: 3.37' NAVD 1988

   USGS Z246 1965, PID NO. AD1355
   NORTHING: 752,530.14'
   EASTING: 696,072.78'
   ELEVATION: 15.41' NAVD 1988

6. MEAN HIGH WATER ELEVATION OF +0.3 FEET NAVD88 IS BASED ON INFORMATION FROM THE FDEP AND TIDE STATION ID NUMBER 8727366.
7. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATES SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.

MICHAEL T. POFF LICENSE No 48218 STATE OF FLORIDA PROFESSIONAL ENGINEER

NO.	DATE	REVISION DESCRIPTION

DATE: 1/5/2026 SCALE: AS NOTED
DRAWN: KAK F.B.
CHECKED: MTP PG.
SEC. TWP. RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

CLIENT: TOWN OF FORT MYERS BEACH

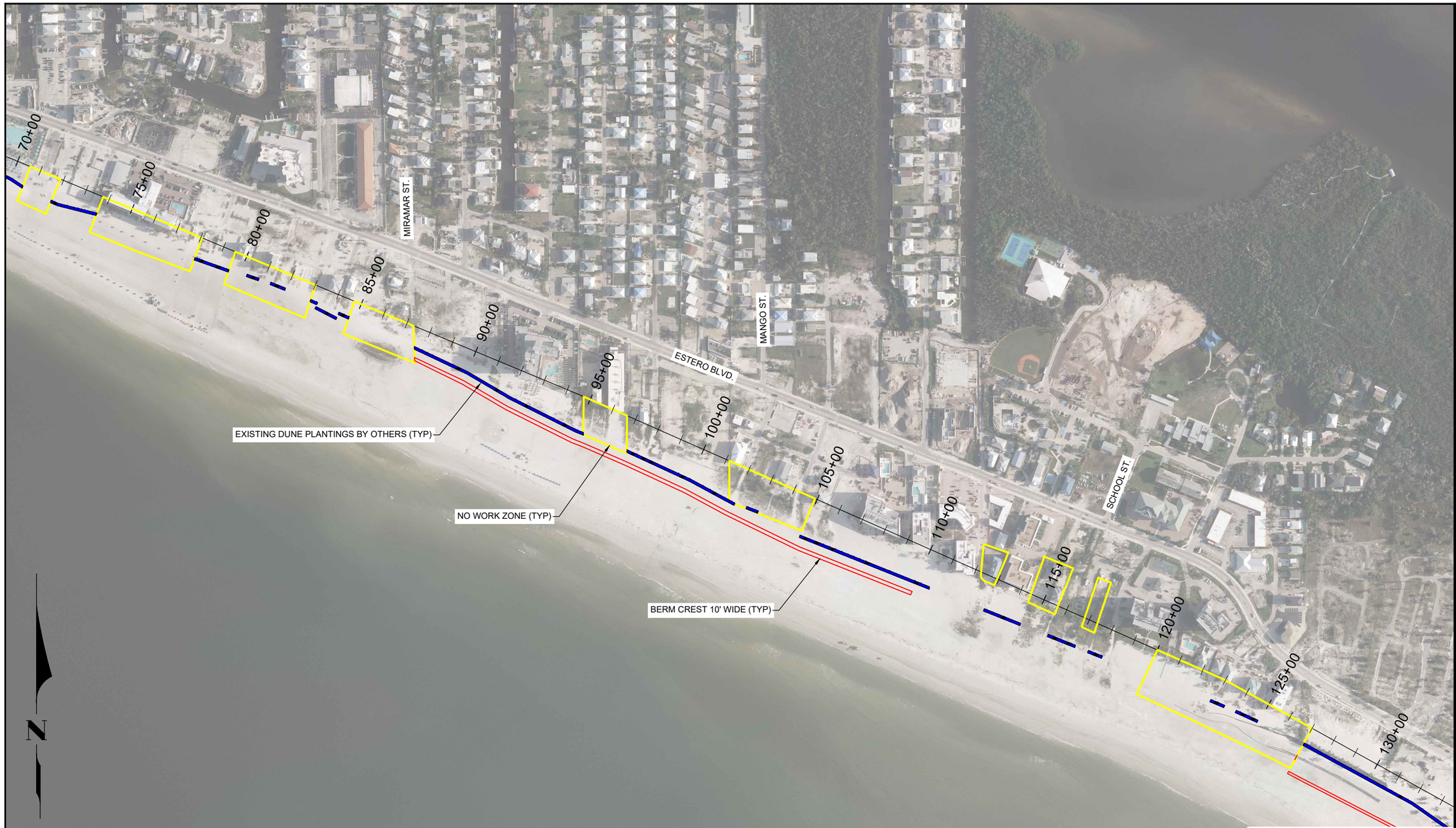
TITLE: COVER SHEET

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL SERVICES
GEOLOGICAL SERVICES
SURVEY AND MAPPING

PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

COASTAL ENGINEERING CONSULTANTS INC.
Serving Florida Since 1977
28421 BONITA CROSSINGS BLVD
BONITA SPRINGS, FLORIDA 34135

SHEET 1
FILE NO.: 24303-EITH-C-1



BERM VOLUME SUMMARY TABLE	
BERM STATIONS	APPROXIMATE VOLUME (CY)
88+00 TO 110+00	6,200
127+00 TO 130+00	1,400
Subtotal	7,600

MICHAEL T. POFF
LICENSE
No 48218
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: PLAN VIEW FILL AREAS

DATE:	1/5/2026
SCALE:	AS NOTED
DRAWN:	KAK
F.B.	
CHECKED:	MTP
P.G.	
SEC.	TWP. RNG.
ACAD NO.	24.303
REF. NO.	24303 - EI TRUCK HAUL 2025-C

NO.	DATE	BY	REVISION DESCRIPTION

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SHEET 2
FILE NO.: 24303-EITH-C-2



FILL VOLUME SUMMARY TABLE	
FILL AREA	APPROXIMATE VOLUME (CY)
1	240
Subtotal	240

BERM VOLUME SUMMARY TABLE	
BERM STATIONS	APPROXIMATE VOLUME (CY)
130+00 TO 184+00	15,000
Subtotal	15,000

TOWN OF FORT MYERS BEACH

PLAN VIEW
FILL AREAS

DATE: 1/5/2026 | SCALE: AS NOTED
DRAWN: KAK | F.B.
CHECKED: MTP | P.G.
SEC. | TWP. | RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

NO.	DATE	BY	REVISION DESCRIPTION

CLIENT:
TITLE:

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MICHAEL T. POFF
LICENSE
No 48218
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

SHEET 3
FILE NO.: 24303-EITH-C-3



FILL VOLUME SUMMARY TABLE	
FILL AREA	APPROXIMATE VOLUME (CY)
2	1,200
3	2,500
4	225
5	750
Subtotal	4,915

BERM VOLUME SUMMARY TABLE	
BERM STATIONS	APPROXIMATE VOLUME (CY)
184+00 TO 234+00	13,900
Subtotal	13,900

MICHAEL T. POFF
LICENSE
No 48218
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

DATE: 1/5/2026
SCALE: AS NOTED
DRAWN: KAK
F.B.
CHECKED: MTP
P.G.
SEC.
TWP.
RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

NO.	DATE	BY	REVISION DESCRIPTION

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: PLAN VIEW FILL AREAS

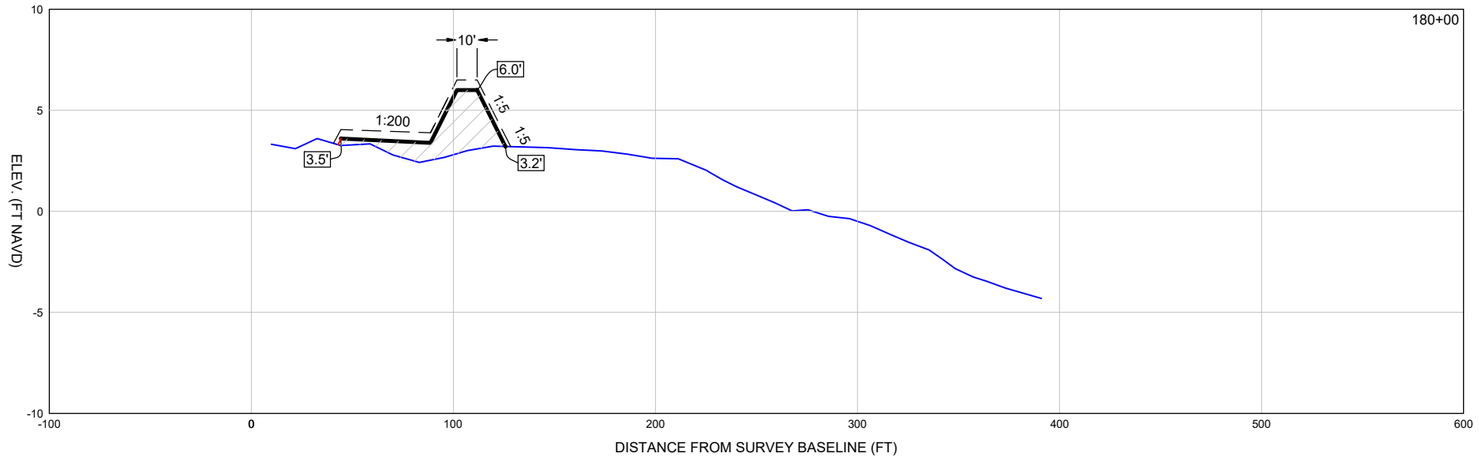
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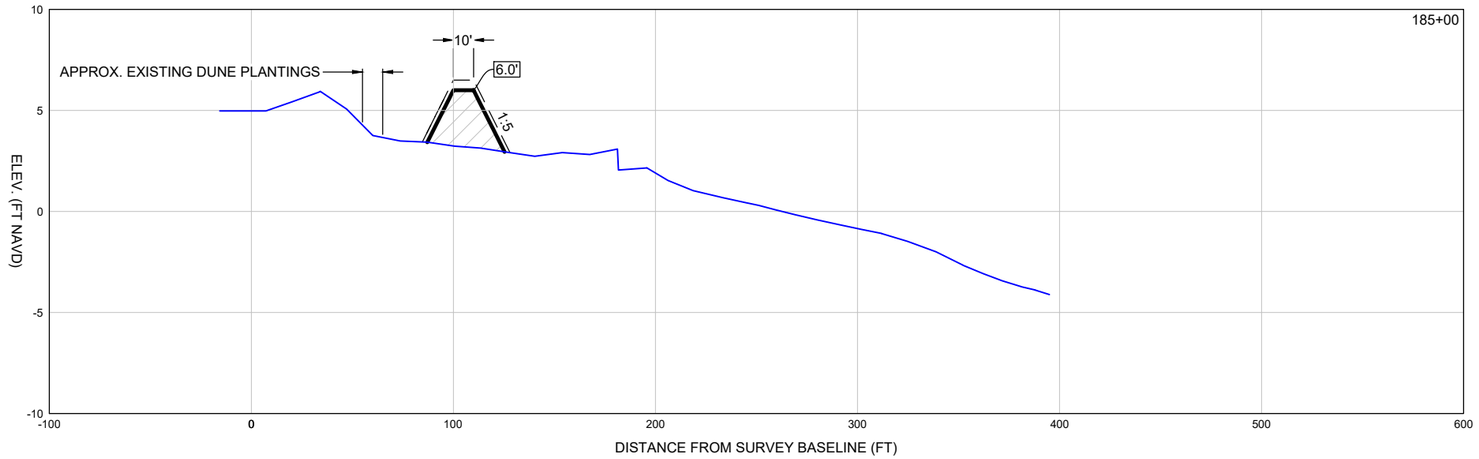
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BONITA SPRINGS, FLORIDA 34135

SHEET 4
FILE NO.: 24303-EITH-C-4

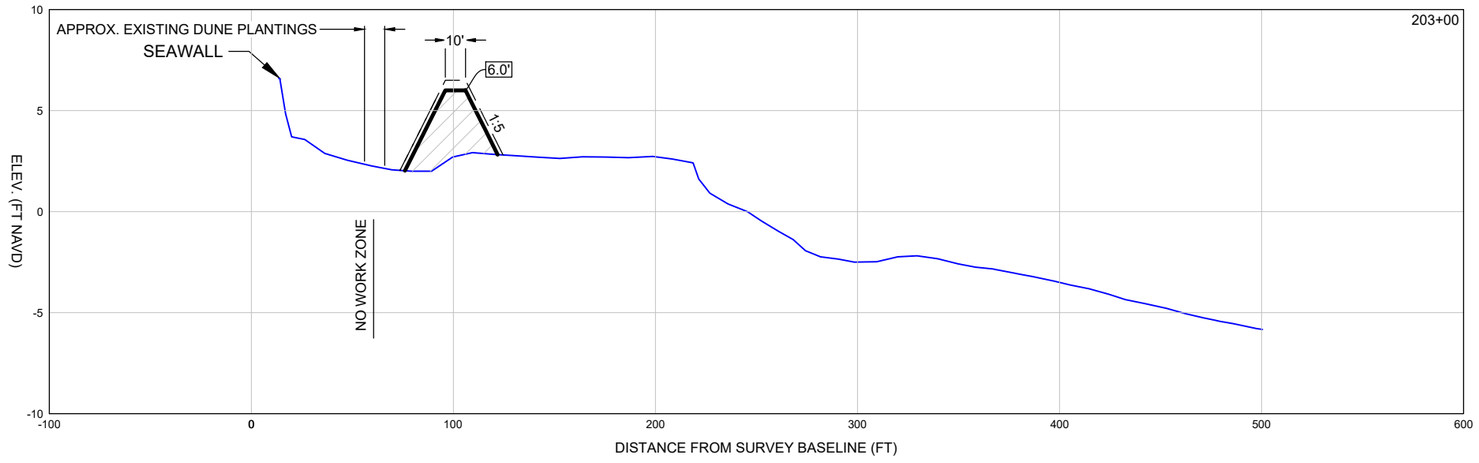
FILL AREA #1 TYPICAL SECTION



TYPICAL BERM SECTION



FILL AREA #2 TYPICAL SECTION



LEGEND

= BEACH FILL AREA

= 0.5' TOLERANCE

= APPROXIMATE GRADE

SCALE

Horiz: 1" = 50'
Vert: 1" = 5'

MICHAEL T. POFF LICENSE No 48218 STATE OF FLORIDA PROFESSIONAL ENGINEER

REV. NO.	DESCRIPTION	DATE	BY

DATE: 1/5/2026 SCALE: AS NOTED
DRAWN: KAK F.B.
CHECKED: MTP PG.
SEC. TWP. RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: TYPICAL CROSS SECTIONS

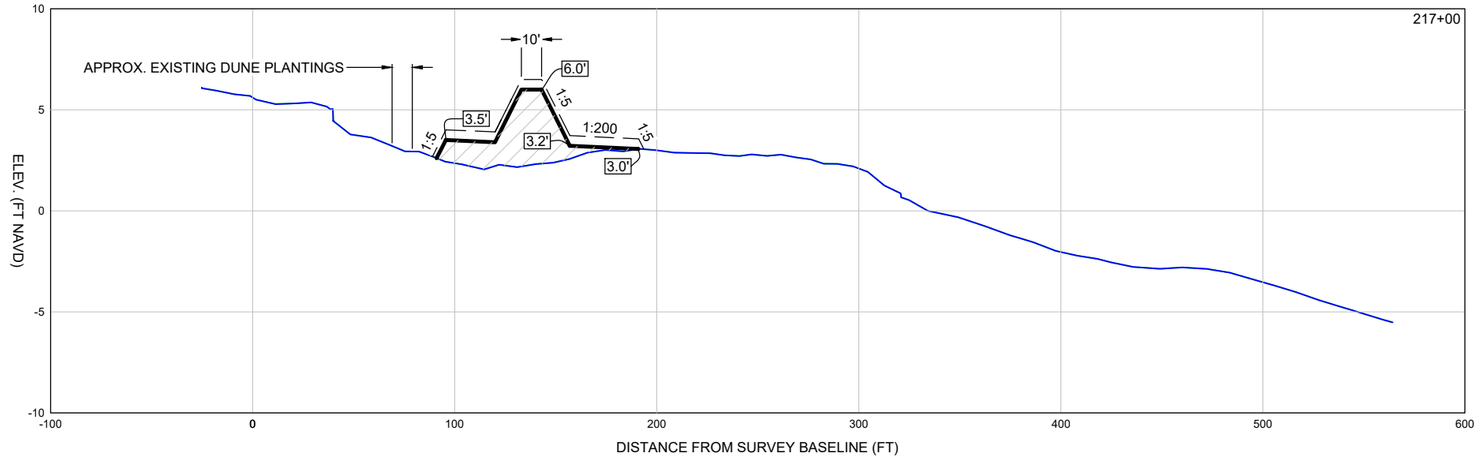
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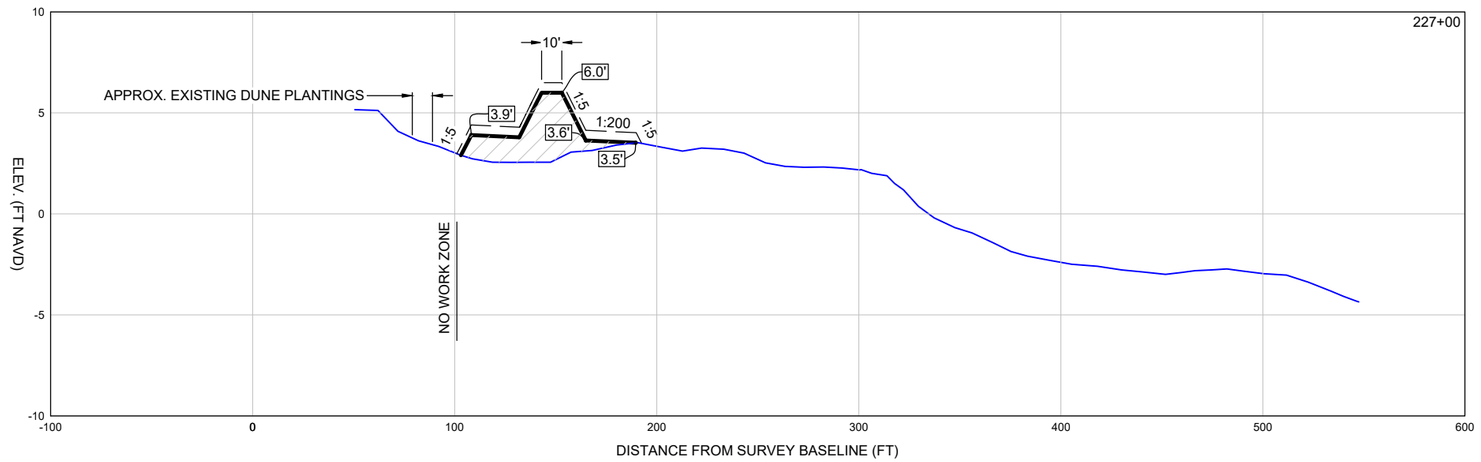
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SHEET 5
FILE NO.: 24303-EITH-C-5

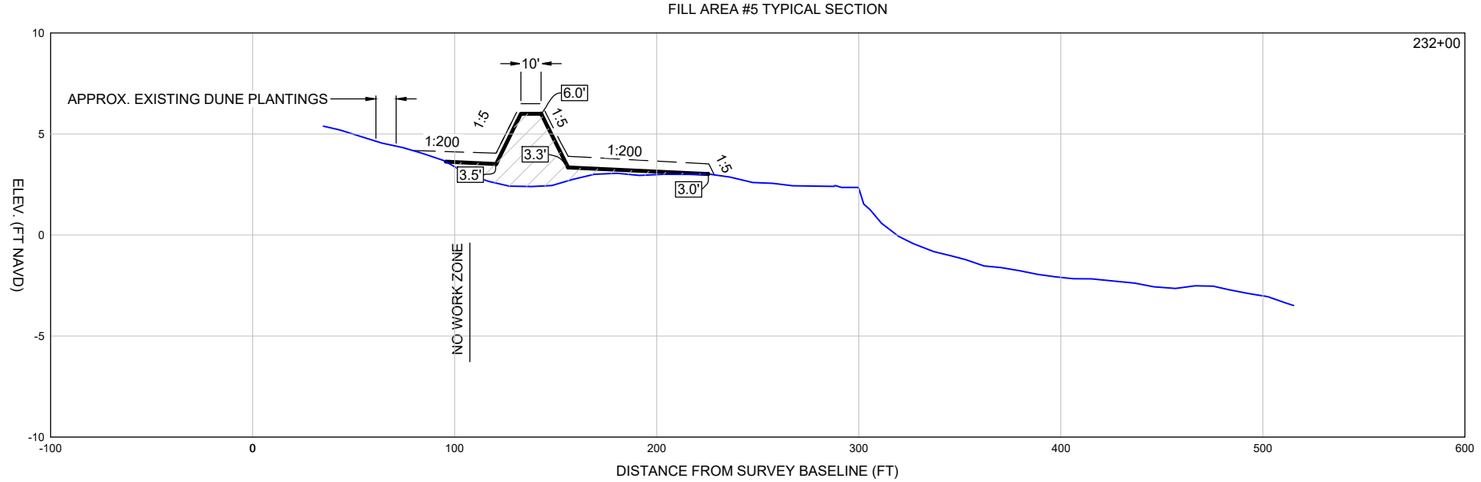
FILL AREA #3 TYPICAL SECTION



FILL AREA #4 TYPICAL SECTION



FILL AREA #5 TYPICAL SECTION



LEGEND

= BEACH FILL AREA

= 0.5' TOLERANCE

= APPROXIMATE GRADE

SCALE

Horiz: 1" = 50'
Vert: 1" = 5'

MICHAEL T. POFF LICENSE No 48218 STATE OF FLORIDA PROFESSIONAL ENGINEER

NO.	DATE	BY	REVISION DESCRIPTION

DATE: 1/5/2026 SCALE: AS NOTED
DRAWN: KAK F.B.
CHECKED: MTP P.G.
SEC. TWP. RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: TYPICAL CROSS SECTIONS

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SHEET 6
FILE NO.: 24303-EITH-C-6

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: **2026-417**

1. **Request**:

Meeting Date: April 20, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPROVE ADDITIONAL PURCHASE ORDERS OR SUPPLEMENTAL TASK AUTHORIZATIONS AS NEEDED FOR THE COMPLETION OF RESTORATION WORK TO PRIVATE PROPERTY FOLLOWING UTILITY CONSTRUCTION ACTIVITY PURSUANT TO THE TERMS AND CONDITIONS BETWEEN THE TOWN AND TIDEWATER LANDSCAPING INC. IN AN AMOUNT NOT TO EXCEED $215,000.00; PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:
The funds requested exceed the Town Manager's signing authority.

What the action accomplishes:
Approves The Town Manager signing the STA's for the approval of construction and projects.

2. **Agenda**:	3. **Requirement/Purpose**:	4. **Submitter of Information**:
ADMINISTRATIVE AGENDA	Resolution	Mark Ashton, Utilities Manager, Jeff Hauge, Community Services Director

5. **Background**:
The Town of Ft Myers Beach recognized the need to restore private and public property back to its original state following utility construction activity. The Town entered into contract 26-01-PW with Tidewater Landscaping Inc. The contract was awarded after completion of the town's bidding process. The scope of work includes, but is not limited to, site preparation, cleanup, sod, trees, bushes, ground cover, shrubs, irrigation, cement, and other work as needed. The contract is for a 3-year period. The amount requested is an additional $140,000. Because when this amount is added to the original contract price of $75,000, it puts the limit over the amount the Town Manager can approve without town council approval. This resolution will allow the Town Manager to sign the required purchase orders or supplemental task authorizations as needed for the above contract without seeking council approval for every project being done.

Attachments:
1. NS 26-075, Town Manager Authority for Tidewater Contract
2. 26-01-PW TideWater Contract FE
3. STA_1_26-01-PW

Financial Impact:
The repairs will be funded by either the Water Fund or the Stormwater Fund, depending upon whether the damage to be repaired was caused by water system or stormwater system repairs or improvements

6. **Alternative Action**
Disapprove of the resolution

7. **Management Recommendations**:

8. **Recommended Approval**:

Amy Baker, Town Clerk	Created/Initiated - 4/3/2026
Mark Ashton, Utilities Manager	Approved - 4/3/2026
Jeff Hauge, Community Services Director	Approved - 4/13/2026
Joe Onzick, Finance Director	Approved - 4/13/2026
nancy stuparich, Town Attorney	Approved - 4/13/2026
Amy Baker, Town Clerk	Approved - 4/14/2026
William McKannay, Town Manager	Final Approval - 4/14/2026

RESOLUTION NUMBER 26-075

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPROVE ADDITIONAL PURCHASE ORDERS OR SUPPLEMENTAL TASK AUTHORIZATIONS AS NEEDED FOR THE COMPLETION OF RESTORATION WORK TO PRIVATE PROPERTY FOLLOWING UTILITY CONSTRUCTION ACTIVITY PURSUANT TO THE TERMS AND CONDITIONS BETWEEN THE TOWN AND TIDEWATER LANDSCAPING INC. IN AN AMOUNT NOT TO EXCEED $215,000.00; 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 recognizes the need to restore private and public property back to its original state following utility construction activity; and

WHEREAS, the Town signed contract 26-01-PW with Tidewater Landscaping Inc. to provide the necessary restoration work; and

WHEREAS, the Town issued a supplemental task order and related purchase orders for repairs in a combined amount of $67,157, which is approaching and will shortly exceed the Town Manager's purchasing authority; and

WHEREAS, the Town recognized the need for an effective and efficient approval process while still adhering to the Town's financial responsibilities; and

WHEREAS, adoption of this Resolution is in the best interest of the residents of the Town.

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

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

Section 2. Town Council authorizes the Town Manager to approve purchase orders or supplemental task authorizations as needed without further Town Council approval up to a combined total of $215,000 for any future repairs pursuant to the terms and conditions of the agreement with Tidewater Landscaping, Inc. as set forth in Exhibit A.

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

Council of the Town of Fort Myers Beach.

The foregoing Resolution was 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	___
John McLean, Council Member	___

ADOPTED this ___ day of _____ 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 ____ 2026.

INDEPENDENT CONTRACTOR'S AGREEMENT

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this 15th day of December 2025, by and between the **TOWN OF FORT MYERS BEACH**, a Florida municipal corporation (hereinafter the "TOWN") and **TideWater Landscape of Florida, LLC**, a Florida Limited Liability Corporation 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: Fort Myers Beach Landscaping and Irrigation

   b. Procurement Method: RFP-26-01-PW

   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 three (3) years beginning on December 15, 2025, and ending on December 15, 2028, and may be renewed for up to two (2) additional Term(s) of one (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:	Jeff Hauge	Name:	Jeffery S. Balyeat
Title:	Director of Community Service	Title:	Owner
Phone:	239-765-0202	Phone:	239-770-5970
Email:	jhauge@fmbgov.com	Email:	jeff@tidewaterlandscapefl.com

g. Notice Addresses:

TOWN: Fort Myers Beach Town Council, Attn: Town Manager, 6231 Estero Boulevard, Fort Myers Beach, Florida 33931

CONTRACTOR: TideWater Landscaping of Florida, LLC, Attn: Jeffery S. Balyeat, 1326 Kingswood Ct Fort Myers, FL 33919

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 "A"	Scope of Work
☒	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): Bid Response Forms
☐	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.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement effective the date first written above.

CONTRACTOR:
TIDEWATER LANDSCAPING OF FLORIDA, LLC

by _____
Jeffery S. Balyeat, as its Owner and authorized agent

Date: 3-6-26

CONTRACTOR'S WITNESS:

_____

Printed Name: _____

Date: 03-04-26.

TOWN OF FORT MYERS BEACH, a Florida municipal corporation

Signature: WB McKannay

Email: Will.McKannay@fmbgov.com

WILLIAM MCKANNAY
TOWN MANAGER

ATTEST:

Signature: _____
Amy Baker (Mar 5, 2026 13:05:55 EST)

Email: AMY@FMBGOV.COM

AMY BAKER, TOWN CLERK

(Seal)

Date signed by TOWN: _____

APPROVED AS TO FORM:

Signature: _____
Nancy Stuparich (Mar 5, 2026 13:51:23 EST)

Email: nstuparich@voselaw.com

Town Attorney

EXHIBIT "A"
SCOPE OF WORK

The Town of Fort Myers Beach requires a landscaping contractor to provide all labor, equipment and material necessary to perform landscaping repairs to residential and/or community yards damaged due utility work. The scope of service includes, but not limited to the following:

1) Site Preparation and Clean up
    a. Remove debris, dead/damaged vegetation, and unsuitable soil.
    b. Grade and prepare soil to ensure proper drainage and a level surface prior to installation.
2) Sod Installation
    a. Supply and install high-quality sod.
    b. Ensure sod is laid evenly, tightly fitted, and properly watered at installation.
    c. Provide a short-term watering and maintenance schedule to ensure establishment.
3) Tree & Shrub Planting
    a. Supply and install healthy, nursery grade trees and shrubs in designated area.
    b. Plant in accordance with industry best practice, ensuring proper depth, spacing, and soil amendment.
    c. Stake trees as necessary to ensure stability during establishment.
4) Bushes and Ground Cover
    a. Supply and install selected bushes and/or ground cover to restore landscaping areas.
    b. Mulch around plantings to conserve moisture and improve aesthetics.
5) Final Inspection & Warranty
    a. Conduct a walkthrough with owner/representative upon completion.
    b. Replace any plant material that fails to establish within the warranty period, 90 days.
6) **No Pesticides allowed on Fort Myers Beach. For weed killer, only vinegar is allowed.**

EXHIBIT "B"
COMPENSATION AND PRICING

Project Cost - No Labor to be Included

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	$140.00
#67 Rock	Yard	$140.00
White River Rock	Yard	$620.00
Crimson Rock	Yard	$538.00
Brown River Rock	Yard	$420.00
Black/White Granite **(AKA Fire Granite)**	Yard	$340.00
Crushed Shell	Yard	$160.00
Chinese Fan Palm	Minimum 12'	$1,000.00
Fishtail Palm	25 Gallon	$210.00
Areca Palm	25 Gallon	$270.00
Coconut Grev Wood	4' Tree	$1,200.00
Maho Tree	25 Gallon	$570.00
Christmas Palm	10' Tree	$630.00
Silver Buttonwood	25 Gallon	$190.00
Green Buttonwood	25 Gallon	$190.00
Dark Pink Oleander	15 Gallon	$120.00
Light Pink Oleander	7 Gallon	$40.00
Variegated Ginder	7 Gallon	$44.00
Calusa	25 Gallon	$190.00
Variegated Arboricola	7 Gallon	$40.00
Purple Lantana	1 Gallon	$6.00
Yellow Lantana	1 Gallon	$6.00
Floratam Grass	Sq Ft	$1.00
Top Soil	Yard	$110
Weed Mat (Coconut Fiber)	Roll	$200

Project Cost - Include Labor

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	$210.00
#67 Rock	Yard	$210.00
White River Rock	Yard	$930.00
Crimson Rock	Yard	$807.00
Brown River Rock	Yard	$630.00
Black/White Granite	Yard	$510.00
Crushed Shell	Yard	$240.00
Chinese Fan Palm	Minimum 12'	$1,500.00
Fishtail Palm	25 Gallon	$315.00
Areca Palm	25 Gallon	$405.00
Coconut Grev Wood	4' Tree	$1,800.00
Maho Tree	25 Gallon	$855.00
Christmas Palm	10' Tree	$945.00
Silver Buttonwood	25 Gallon	$285.00
Green Buttonwood	25 Gallon	$285.00
Dark Pink Oleander	15 Gallon	$180.00
Light Pink Oleander	7 Gallon	$60.00
Variegated Ginder	7 Gallon	$65.00
Calusa	25 Gallon	$285.00
Variegated Arboricola	7 Gallon	$60.00
Purple Lantana	1 Gallon	$9.00
Yellow Lantana	1 Gallon	$9.00
Floratam Grass	Sq Ft	$1.20
Too Soil	Yard	$165.00
Weed Mat (Coconut Fiber)	Roll	$300.00

Project Cost- Labor Rate (Not Limited To)

Labor – By Product	Labor Rate/Hour	Supervisor Rate/Hour
Labor - Sod Installment	$60.00	$68.00
Labor - Mulch Installment	$60.00	$68.00
Labor - Tree Planting	$60.00	$68.00
Labor - Bush Planting	$60.00	$68.00
Labor - Driveway Repair	$60.00	$68.00
Labor - Irrigation Repair	$64.00	$68.00
Labor - Concrete Replacement	$75.00	$85.00

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Fees should be detailed to the extent possible per deliverable.

The Price Per Unit cost shall include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, unit rate and staff position available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
Title:	Hourly Rate/Per Unit Rate
Supervisor	$68.00
Irrigation Tech	$64.00
Project Manager	$78.00
Driver	$68.00
Labor	$60.00

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, FL 33931
239-765-0202

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:
TIDEWATER LANDSCAPING OF FLORIDA, LLC

by _____
Jeffery S. Balyeat, as its Owner and authorized agent

Date: 3-6-26

STATE OF FLORIDA.
COUNTY OF LEE.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 04 day of 03., 2026, by JEFFREY S. BALYEAT. as Owner of TideWater Landscaping of Florida, LLC, a Florida Limited Liability Company on behalf of JEFFREY S. BALYEAT and he/she is personally known to me or has produced DRIVER LICENSE. as identification.

_____
Signature of Notary Public - State of Florida

ANDREA MESA FORERO
Printed/Typed/Stamped Name of Notary
My commission expires: JUNE 8, 2029

ANDREA MESA FORERO
Notary Public - State of Florida
Commission # HH 685677
My Comm. Expires Jun 8, 2029

EXHIBIT "I"
BID RESPONSE FORMS

following this page (containing 1 pages)

RFP FORM A

Proposer: Tidewater Landscape of Florida LLC

QUALIFICATIONS STATEMENT

Note: Forms A, B & C are available in WORD format from the Town upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

a. State the full and correct name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

   i. The correct and full legal name of the Proposer is: **TideWater Landscape of Florida LLC**

   ii. The business is a **(Corporation).**

   iii. The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows: **Owner Jeffrey S. Balyeat**

b. Please describe your company in detail: **We are a full-service landscape installation company. Services offered are as follows: Landscape installation, Irrigation installation, Landscape demo, Storm Clean up, Concrete repair/replacement, Fence installation/ repair, sod installation, In house landscape design, Paver installation/ repair.**

c. The address of the principal place of business is: **1326 Kingswood Ct Fort Myers, FL 33919**

d. Company telephone number and e-mail addresses: **239-770-5970 Jeff@tidewaterlandscapefl.com**

e. Number of employees: **12 Full time employees**

f. Name of employees to be assigned to this Project: **Jeff Balyeat, Lizandro Calderon, Jose Lopez, Agustin Sanchez Molina and Bernardo Arnoldo Gutierrez Ortega**

g. Company identification numbers for the Internal Revenue Service: **85-1531117**

h. Provide Lee County business tax receipt number, if applicable, and expiration date: **Number 1065276 Expiration date: 9-30-2026**

i. How many years has your organization been in business? **5 years** Does your organization have a specialty? **Landscape Construction**

j. List the last three projects of this nature that the firm has completed?

Please provide project description, reference, and contact information and cost of work completed.

1. **FMB North Water Plant 815 Lagoon Street. Replaced landscape, irrigation, sod and rock from Hurricane Ian. Contact Mark Aston 239-560-2081 $67,200**
2. **FMB North Water Plant 815 Lagoon Street. Fence and 2 sliding gate from Hurricane Ian. Contact Mark Aston 239-560-2081 $39,300**
3. **FMB 126 Gulf View Drive Repair pavers and added sod from, drainage issue with street getting repaved Contact Mark Aston 239-560-2081 $3,365**
4. **FMB 24 Bayview. Landscape Repairs from storm drain installation. Contact Mark Aston 239-560-2081 $2,500**
5. **FMB 315 Bayland Street. Replaced Trees removed from installation of new storm drain. Contact Mark Aston 239-560-2081 $9,735**
6. **FMB 3597 Shell Mound Blvd. Replaced rock from new storm drain. Contact Mark Aston 239-560-2081 $4,890**
7. **FMB North 235 Carolina Street. Repair concrete from broken water meter. Contact Mark Aston 239-560-2081 $74,000**
8. **FMB Moss Marine parking area. Replace Concrete around town fresh. Contact Mark Aston 239-560-2081 $74,000**
9. **CVS 7001 Estero Blvd Fort Myers Beach. Replaced landscape, irrigation and sod from Hurricane Ian. Contact Scott King GLR Construction 937-248-2955 $32,000**
10. **Pointe South Estero Condo's 5000 Estero Blvd Fort Myers Beach Replaced landscape, irrigation and sod from Hurricane Ian Kristin Huffman 239-789-6177**

k. Have you ever failed to complete any work awarded to you? **No**

l. Provide the following information concerning all contracts that are similar in nature or use the same project team proposed for this project that are **in progress** as of the date of submission of this Proposal for your company, division, or unit as appropriate.

Name of Project	Contract with:	Contract Amount	Estimated Completion Date	% of Completion to Date
33 Fairview	FMB Mark Aston 2395602081	9,995	10-24-2025	50%
131 Lennel Road	FMB Mark Aston 2395602081	9,995	10-20-2025	90%
Seascapes Bonita Beach	Carbonsix Anthony 2392890804	418,000	2-10-2026	5%
Pointe South Estero	Kristin Huffman 2397896177	242,000	12-10-2025	95%

(Continue list as necessary)

m. Provide the following information for any subconsultants you will engage if awarded the contract.

Subcontractor Name	Address	Work to be Performed
Living Gardens Irrigation	17413 Arizona Rd 33967	Irrigation Repairs
Stahlman England Irrigation	2063 Trade Center Way	Irrigation Installation
Coastal Maintenance and Restoration	1925 Trade Center Way	Door Installation
A&M Landscape Materials	17355 Pine Ridge Road	Rock, sand & shell delivery

The foregoing list of subconsultants may not be amended after award of the contract without the prior written approval of the Town Manager, whose approval shall not be unreasonably withheld.

ADDENDUM TO CONTRACT DOCUMENTS

RFP-26-01-PW **Addendum No.: 1**

CONTRACT/PROJECT NAME: Fort Myers Beach Landscaping and Irrigation

DATE OF ISSUE: October 17, 2025

ADDITION / REVISIONS TO BID DOCUMENTS

The attached forms are required with your submitted proposal, however, were not included with the bid documentation:

- **Business Relationship Disclosure**
- **Non-Collusion Affidavit**
- **Conflict of Interest Disclosure**

Please Print Tidewater Landscape of Florida LLC
Company Name & Phone Number

Jeff Balgeet
Signature

Amy Baker, Town Clerk
bids@fmbgov.com
239-765-0202

FMB:102 Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)'other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict-of-Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the addition of the nominated condition to the newborn screening panel. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with conflict of interest should refrain from nominating a condition for screening.

Date: 10-23-2025

Name: Jeffrey S. Baldyga

Position: President / Owner

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

X I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. _____

2. _____

3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: Jeff Baldyga

Date: 10-23-2025

Rev 3/31/2025

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME - FIRST NAME - MIDDLE INITIAL	OFFICE / POSITION HELD
Babyeat Jeffrey S.	Owner / President
MAILING ADDRESS	AGENCY
1326 Kingswood ct	Tidewater Landscape of FL LLC
CITY ZIP COUNTY	ADDRESS OF AGENCY
Fobt Myers 33919 Lee	

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. *See* Part III, Chapter 112, Florida Statutes, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes, provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; AND where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, *If and when applicable* to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by Section 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been / will be (strike one) submitted to the following government agency: Town of Fobt Myers Beach, FL
2. The person submitting the bid is: NAME ▼ Jeffrey Babyeat POSITION ▼ president/owner
3. The business entity with which the person submitting the bid is associated is: N/A
4. My relationship to the person or business entity submitting the bid is as follows: N/A
5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:
   a. The realty, goods, and / or services to be supplied specifically include: Landscape & Irrigation
   b. The realty, goods, and / or services will be supplied for the following period of time: 3 years
   c. Will the contract be subject to renewal without further competitive bidding? ☒ Yes ☐ No. If so, how often? 2 1 year terms
6. Additional comments:
7. SIGNATURE Jeff Babyeat | DATE SIGNED 10-23-25 | DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, FL 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES SECTION 112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

FMB:021 – NON-COLLUSION AFFIDAVIT

State of Florida)

County of Lee)

Jeffrey S Balyeat being first duly sworn, deposes and says that:

1) He/she is the Jeffrey S. Balyeat owner (Owner, Partner, Officer, Representative or Agent) of Tidewater Landscape of FL LLC, the BIDDER that has submitted the attached Bid;
2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3) Such Bid is genuine and is not a collusive or sham Bid;
4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Responder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Responding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Responder, firm, or person to fix the price or prices in the attached Bid or of any other Responder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Responder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: Jeff Balyeat

Jeffrey S. Balyeat
(Printed Name)

ACKNOWLEDGEMENT

STATE OF Florida)
COUNTY OF Lee)
SWORN TO AND SUBSCRIBED BEFORE ME, on this 24th day of October 2025, by means of (X) physical presence or ( ) online notarization, personally appeared Jeffrey S. Balyeat as Owner of Tidewater Landscape of FL LLC

( ) who personally known to me of (X) who has produced FL Driver's License as identification.

Notary Public Signature

My commission expires June 29, 2029

ERICA D. BROWN
Notary Public - State of Florida
Commission # HH 678535
My Comm. Expires Jun 29, 2029

Rev 3/31/2025

RFP Form B

Proposer: **TIdeWater Landscape of Florida LLC**

REFERENCE FORM

Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Give names, addresses and telephone numbers of four individuals, corporations, agencies, or institutions for which you have performed work similar to what is proposed in this RFP:

1. Name of Contact: Mark Aston
   Title of Contact: Utilities Director — Email:maston@fbmgov.com
   Telephone Number: 239-560-2081 — Fax Number:
   Project: FMB North Water Plant

2. Name of Contact: Scott King
   Title of Contact: Project Manager — Email:Scottk@glrinc.net
   Telephone Number:937-248-1955 — Fax Number:
   Project: CVS 7001 Estero Blvd

3. Name of Contact: Todd Elliott
   Title of Contact: Vice President — Email: todd@cmrfl.com
   Telephone Number:239-848-8913 — Fax Number:
   Project: Ritz Carlton Beach Naples

4. Name of Contact: Kristin Huffman
   Title of Contact: Property Manager — Email:manager@pointesouthfbm.com
   Telephone Number:239-789-6177 — Fax Number:
   Project: Pointe South Estero

RFP Form C

Proposer: **TideWater Landscape of Florida LLC**

PRICE PROPOSAL FORM

Note: Forms A, B & C are available in WORD format from the Contracts Manager upon request.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE.

Name of Proposer: **TideWater Landscape of Florida LLC**

Name of authorized representative of Proposer: Jeff Balyeat – Jeffrey S. Balyeat

Project Cost – No Labor to be Included

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	$140.00
#67 Rock	Yard	$140.00
White River Rock	Yard	$620.00
Crimson Rock	Yard	$538.00
Brown River Rock	Yard	$420.00
Black/White Granite **(AKA Fire Granite)**	Yard	$340.00
Crushed Shell	Yard	$160.00
Chinese Fan Palm	Minimum 12'	$1,000.00
Fishtail Palm	25 Gallon	$210.00
Areca Palm	25 Gallon	$270.00
Coconut Grey Wood	4' Tree	$1,200.00
Maho Tree	25 Gallon	$570.00
Christmas Palm	10' Tree	$630.00
Silver Buttonwood	25 Gallon	$190.00
Green Buttonwood	25 Gallon	$190.00
Dark Pink Oleander	15 Gallon	$120.00
Light Pink Oleander	7 Gallon	$40.00
Variegated Ginder	7 Gallon	$44.00
Calusa	25 Gallon	$190.00
Variegated Arboricola	7 Gallon	$40.00
Purple Lantana	1 Gallon	$6.00
Yellow Lantana	1 Gallon	$6.00
Floratam Grass	Sq Ft	$1.00
Top Soil	Yard	$110
Weed Mat (Coconut Fiber)	Roll	$200

Project Cost – Include Labor

Item	Unit of Measure	Price Per Unit
#57 Rock	Per yard	$210.00
#67 Rock	Yard	$210.00
White River Rock	Yard	$930.00
Crimson Rock	Yard	$807.00
Brown River Rock	Yard	$630.00
Black/White Granite	Yard	$510.00
Crushed Shell	Yard	$240.00
Chinese Fan Palm	Minimum 12'	$1,500.00
Fishtail Palm	25 Gallon	$315.00
Areca Palm	25 Gallon	$405.00
Coconut Grey Wood	4' Tree	$1,800.00
Maho Tree	25 Gallon	$855.00
Christmas Palm	10' Tree	$945.00
Silver Buttonwood	25 Gallon	$285.00
Green Buttonwood	25 Gallon	$285.00
Dark Pink Oleander	15 Gallon	$180.00
Light Pink Oleander	7 Gallon	$60.00
Variegated Ginder	7 Gallon	$65.00
Calusa	25 Gallon	$285.00
Variegated Arboricola	7 Gallon	$60.00
Purple Lantana	1 Gallon	$9.00
Yellow Lantana	1 Gallon	$9.00
Floratam Grass	Sq Ft	$1.20
Top Soil	Yard	$165.00
Weed Mat (Coconut Fiber)	Roll	$300.00

Project Cost – Labor Rate (Not Limited To)

Labor - By Product	Labor Rate/Hour	Supervisor Rate/Hour
Labor - Sod Installment	$ 60.00	$ 68.00
Labor - Mulch Installment	$ 60.00	$ 68.00
Labor - Tree Planting	$ 60.00	$ 68.00
Labor - Bush Planting	$ 60.00	$ 68.00
Labor - Driveway Repair	$ 60.00	$ 68.00
Labor - Irrigation Repair	$ 64.00	$ 68.00
Labor - Concrete Replacement	$ 75.00	$ 85.00

Instructions: Show the project cost for each deliverable your firm will provide per the requested scope of work. Include the fees associated with each proposed deliverable. Fees should be detailed to the extent possible per deliverable.

The Price Per Unit cost shall include all fees and reimbursements for out-of-pocket costs. The Town will not reimburse for any costs not actually incurred and paid for by the Proposer and included in its proposal. Reasonable proof thereof will be required.

Payments will be made on each deliverable upon receipt and acceptance by the Town.

Additional Services

The Town may have the need for additional services, which may be requested over the next 3 years.

If the Proposer is interested in additional work, please provide the hourly rate, unit rate and staff position available. The rates for the additional work will not be used for evaluation of the services required in this RFP.

Additional Work	
Title:	Hourly Rate/Per Unit Rate
Supervisor	$68.00
Irrigation Tech	$64.00
Project Manager	$78.00
Driver	$68.00
Labor	$60.00

By: TideWater Landscape of Florida LLC Date:10-16-2025

Name: Jeffrey Balyeat

Title: President/ Owner

Proposer: Tidewater Landscape of FL LLC

RFP FORM D

THIS FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL TO BE DEEMED RESPONSIVE. The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal referenced above ("RFP") and any other documents accompanying or made a part of this RFP.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my proposal will remain firm for a period of 120 days in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal, which includes the TOWN required RFP forms A, B, C and D, is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing, and able to perform if awarded the contract.

The firm and/or Proposer hereby authorizes the Town of Fort Myers Beach, its staff, or consultants, to contact any of the references provided in the proposal and specifically authorizes such references to release, either orally or in writing, any appropriate data with respect to the firm offering this proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Town or any other Proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

If this proposal is selected, I understand that I will be expected to execute the Town's standard professional services agreement, in the form approved by the Town Attorney.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

I further certify, under oath, that neither the entity submitting this sworn statement, not to my knowledge, any of its officers, directors, executives, partners, shareholder, employees, members, or agents active in the management of the entity has been convicted of a public entity crime subsequent to July 1, 1989.

Name of Business: tidewater landscape of FL By: Jeffrey S. Balyeat president/owner
Print Name & Title

Mailing Address:
1326 Kingwood ct.
Ft Myers, FL 33919

STATE OF FLORIDA)
COUNTY OF LEE)

SWORN TO AND SUBSCRIBED BEFORE ME, on this 24th day of October, 2025 by means of (X) physical presence or ( ) online notarization, personally appeared Jeffrey S. Balyeat as Owner of the ~~Town of Fort Myers Beach~~ Tidewater Landscape of FL LLC, ( ) who is personally known to me or ( ) who has produced FL Driver's License as identification.

E D Brown
NOTARY PUBLIC – State of Florida

ERICA D. BROWN
Notary Public - State of Florida
Commission # HH 678535
My Comm. Expires Jun 29, 2029

My commission expires: June 29, 2029

Rev. 5/2025

26-01-PW TideWater Contract

Final Audit Report 2026-03-05

Created:	2026-03-05
By:	Conor Nally (Conor.Nally@fortmyersbeachfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA8EMmdKzUooJxAr_95IpVNxNPunbsWGt

"26-01-PW TideWater Contract" History

Document created by Conor Nally (Conor.Nally@fortmyersbeachfl.gov)
2026-03-05 - 3:00:45 PM GMT

Document emailed to William McKannay (Will.McKannay@fmbgov.com) for signature
2026-03-05 - 3:00:54 PM GMT

Document emailed to Nancy Stuparich (nstuparich@voselaw.com) for signature
2026-03-05 - 3:00:54 PM GMT

Document emailed to Amy Baker (AMY@FMBGOV.COM) for signature
2026-03-05 - 3:00:54 PM GMT

Email viewed by William McKannay (Will.McKannay@fmbgov.com)
2026-03-05 - 3:01:37 PM GMT

Document e-signed by William McKannay (Will.McKannay@fmbgov.com)
Signature Date: 2026-03-05 - 5:21:18 PM GMT - Time Source: server

Document e-signed by Amy Baker (AMY@FMBGOV.COM)
Signature Date: 2026-03-05 - 6:05:55 PM GMT - Time Source: server

Email viewed by Nancy Stuparich (nstuparich@voselaw.com)
2026-03-05 - 6:51:10 PM GMT

Document e-signed by Nancy Stuparich (nstuparich@voselaw.com)
Signature Date: 2026-03-05 - 6:51:23 PM GMT - Time Source: server

Agreement completed.
2026-03-05 - 6:51:23 PM GMT

STA Number	PO #	Project Name	Description of Services	Date	Invoiced
1	PO-FY26-0320	Landscape and Irrigation	80 Old San Carlos Sidewalk	2/19/2026	$ 5,400.00
1	CPO-FY26-0350	Landscape and Irrigation	250 Old San Carlos Road Repairs	2/18/2026	$ 13,650.00
1	CPO-FY26-0352	Landscape and Irrigation	5570 Williams Driveway Repairs	3/9/2026	$ 5,558.00
1	CPO-FY26-0378	Landscape and Irrigation	270 Ostego Swale Repair	3/16/2026	$1,460
1	CPO-FY26-0377	Landscape and Irrigation	280 Ostego Dr Swale Repair	3/16/2026	$ 4,650.00
1	CPO-FY26-0376	Landscape and Irrigation	256 Ostego Dr Swale Repair	3/16/2026	$ 2,705.00
1	CPO-FY26-0375	Landscape and Irrigation	1000 Estero Artificial Turf	3/16/2026	$ 5,400.00
1	CPO-FY26-0374	Landscape and Irrigation	266 Ostego Dr Swale Repair	3/16/2026	$ 2,285.00
1	CPO-FY26-0373	Landscape and Irrigation	258 Ostego Dr Swale Repair	3/16/2026	$ 390.00
1	CPO-FY26-0380	Landscape and Irrigation	133 Andre Mar	3/19/2026	$ 5,362.00
1	CPO-FY26-0381	Landscape and Irrigation	131 Andre Mar	3/18/2026	$ 250.00
1	CPO-FY26-0379	Landscape and Irrigation	111 Albatross	3/18/2026	$ 4,169.00
1	CPO-FY26-0387	Landscape and Irrigation	125 Albatross Storm drain repair	3/24/2026	$ 4,410.00
1	CPO-FY26-0388	Landscape and Irrigation	12 Sunview Storm drain repair	3/24/2026	$ 1,890.00
1	CPO-FY26-0389	Landscape and Irrigation	127 Albatross Storm Drain Repair	3/24/2026	$ 630.00
1	CPO-FY26-0390	Landscape and Irrigation	5536 Palmetto	3/24/2026	$ 438.00
1	CPO-FY26-0399	Landscape and Irrigation	501 Estero	3/30/2026	$ 3,780.00
1	CPO-FY26-0398	Landscape and Irrigation	108 Crescent	3/30/2026	$ 2,000.00
1		Landscape and Irrigation	14 Sunview	4/2/2026	$ 1,980.00
1		Landscape and Irrigation	98 sterling	4/2/2026	$ 750.00

Total Invoiced to Date	Remaining Balance
$ 5,400.00	$ 69,600.00
$ 19,050.00	$ 55,950.00
$ 24,608.00	$ 50,392.00
$ 26,068.00	$ 48,932.00
$ 30,718.00	$ 44,282.00
$ 33,423.00	$ 41,577.00
$ 38,823.00	$ 36,177.00
$ 41,108.00	$ 33,892.00
$ 41,498.00	$ 33,502.00
$ 46,860.00	$ 28,140.00
$ 47,110.00	$ 27,890.00
$ 51,279.00	$ 23,721.00
$ 55,689.00	$ 19,311.00
$ 57,579.00	$ 17,421.00
$ 58,209.00	$ 16,791.00
$ 58,647.00	$ 16,353.00
$ 62,427.00	$ 12,573.00
$ 64,427.00	$ 10,573.00
$ 66,407.00	$ 8,593.00
$ 67,157.00	$ 7,843.00

1. **Request:**

Meeting Date: April 20, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO AWARD ITB-26-05-EN TO EARTH TECH ENTERPRISES, INC. AS THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER, TO COMPLETE THE ESTERO ISLAND DUNE REPAIR AND SCOUR FILL TRUCK HAUL PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND THE EARTH TECH ENTERPRISES, INC. SUBJECT TO LEGAL REVIEW AND EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The purpose of the currently purposed Estero Island Dune Repair and Scour Fill Truck Haul Project is to restore dune elevations and address underfilled areas left behind by the previous dredge contractor. Sand will be truck-hauled and placed in low-elevation areas to reduce future pooling.

What the action accomplishes:

This action awards ITB-26-05-EN to Earth Tech Enterprises, Inc.as the lowest responsive and responsible bidder to construct the Estero Island Dune Repair and Scour Fill Truck Haul Project.

2. **Agenda:**	3. **Requirement/Purpose:**	4. **Submitter of Information:**
ADMINISTRATIVE AGENDA	Other	Chadd Chustz, Environmental Projects Manager

5. **Background:**

The purpose of the Beach Management Program is to restore the Town's critically eroding beach, utilizing high quality beach compatible sand to provide erosion control and storm damage reduction along approximately 6.5 miles of critically eroding gulf shoreline along Estero Island, Lee County. In addition, beach nourishment provides environmental protection and enhancement for threatened and endangered species, including shorebirds and sea turtles, through creation and maintenance of habitats, monitoring, and implementation of the best management practices and safeguards during construction.

The Project has been in effect for several years. In December 2011, Lee County completed construction of the Estero Island Beach Restoration Project, including sand placement along the north segment of the island and the addition of a terminal groin on the northern end of the beach fill. The initial 2011 beach restoration project was constructed between April 2011 and December 2011. Approximately 403,000 cubic yards (CY) of sand were excavated and placed in the beach fill area between Bowditch Point (C-174A.5) and Crescent Park (R-181.5) The beach was constructed to a berm height of 2.9 feet NAVD88 over a shoreline distance of approximately 6,700 feet (1.3 miles). All dredging was conducted in the Matanzas Pass Ebb Shoal Borrow Area located in the Gulf of Mexico approximately 1.4 miles southwest of the Project area. In addition, a terminal groin was constructed at Bowditch Point with approximately 3,630 tons of limestone rock for a length of 240 feet with a maximum crest width of approximately 12.7 feet.

In 2020, the Town of Fort Myers Beach took over the local sponsorship for beach renourishment projects from the County. The Town contracted with Coastal Engineering Consultants to conduct

a project performance assessment (CEC, 2020). The initial project was proposed to renourish the previously constructed North Segment between Bowditch Point (C-174A.5) and Crescent Park (R-181.5), plus the Central Segment from Margaritaville Resort (R-182) to Lanark St (R-198). The additional Central Segment was initially included in the County's 2011 project, but was dropped due to lack of beachfront property owner participation.

In 2020 and 2021, the Island was impacted by multiple tropical storms and hurricanes, most notably Tropical Storm Eta (2020) and Hurricane Elsa (2021). Multiple beachfront property owners located primarily in the south segment, which has never been restored, requested the Town include them in their beach management program.In response, the Town expanded the Project to include the southern shoreline segment between Creciente Condo (~ R-203) and Sun Caper Condo (~ R-207).

In 2022, Hurricane Ian devastated Fort Myers Beach and eroded approximately 220,000 cubic yards of sand from the beaches of Estero Island. The Town applied to FEMA for Category B public assistance to build a berm on the "natural beach" from Margaritaville Resort (R-182) to Island's End Condo (R-210). In addition, the Town applied for Category G public assistance to replace the 56,845 CY of sand eroded from the North Segment. The Category G public assistance was added to the scope of the Estero Island Beach Nourishment Project, adding Hurricane Recovery to the Project.

Both State and Federal Permitting applications were pending prior to Hurricane Ian. In early 2023, the Florida Department of Environmental Protection issued a Joint Coastal Permit and Submerged Lands Authorization, which expires in January 2038. The permit was modified to authorize a one-time placement of approximately 15,000 cubic yards of beach compatible material above Mean High Water (MHW) on the southern end of Estero Island (R209 to R-210) to offset the observed storm loss in this section of the island, which has not been restored previously. In addition, a second offshore burrow area was added to the project scope to provide ample sand resources for future renourishment projects. The US Army Corps Permit providing Federal authorization for the Estero Island Beach Nourishment and Hurricane Recovery Project was issued November 15, 2023.

The Estero Island Beach Nourishment and Hurricane Recovery Project mobilized in July 2024. The contractor, Ahtna Marine and Construction Company, LLC (Ahtna) placed approximately 927,448 cubic yards (total volume) on Estero Island. Based on the pre- and post-construction surveys, approximately 935,435 cubic yards were excavated from the Nearshore Borrow Area (NBA), which is now exhausted. All work including final site clean-up and demobilization was completed on September 9, 2025.

The purpose of the currently purposed Estero Island Dune Repair and Scour Fill Truck Haul Project is to restore dune elevations and address underfilled areas left behind by the previous dredge contractor. Sand will be truck-hauled and placed in low-elevation areas to reduce future pooling.

Per Section 2-480 of the Town code: (11) Cancelation of invitation to bid. An invitation to bid may be cancelled, or any or all bids or proposals may be rejected, in whole or in part, with or without cause. The following are considered good cause for rejection of all bids:

a.All bids exceed the estimated or budgeted amount.

b.The specifications contain an error which causes confusion and misunderstanding among bidders.

c.The item(s) or services are no longer needed.

d.Lack of adequate competition.

e.Notice of cancellation will be sent to all businesses solicited or submitting bids.

Per 119.071(1)(b)3 F.S.:3, i an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation.

On February 25, 2026, the bid for the Estero Island Dune Repair and Scour Fill Truck Haul Project iwas issued. Seven responses were received and reviewed by the Town's consultant. The consultant recommended acceptance of the response from Earth Tech Enterprises, Inc. as the lowest responsive and responsible bidder. An intent to award the bid to Earth Tech Enterprises, Inc.was issued on April XX, 2026 and the matter was placed on the Town Council agenda for April 20, 2026 for award.

Per Section 2-480 of the Town code: (12) All bids will be awarded by Town as soon as practical after the bids are opened. Bids shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid. The town reserves the right to reject any and all bids and to waive minor irregularities in an otherwise valid bid. A minor irregularity is a variation from the bid invitation that does not affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by the other bidders, or does not adversely impact the interests of the Town.

Attachments:

1. NS 26-078, Award 26-005-EN Earth Tech Truck Haul (1)
2. 26303 EI Beach 2026 Truck Haul Bid Recommendation 20260327
3. 24303 Estero Island 2026 Truck Haul 20260223
4. Estero Island Hurricane Repair Truck Haul Tech Specs 20260204
5. Bid Tabulation
6. Dickerson FMB_003 Official Bid Form
7. Earth Tech FMB_003 Official Bid Form
8. EASTMAN FMB 002 SCHEDULE OF VALUES
9. Grubbs FMB_ 002 SCHEDULE OF VALUES
10. Gulfshore FMB_002 - Schedule of Values
11. Persons FMB_002

Financial Impact:

See Constal Engineering Consultants Professional Opinion of Probable Construction Cost. The project will be funded by the Florida Department of Emergency Management Local Agency Program Grant D1502 Agreement.

6. **Alternative Action**

This action awards ITB-26-05-EN to Earth Tech Enterprises, Inc.as the lowest responsive and responsible bidder to construct the Estero Island Dune Repair and Scour Fill Truck Haul Project.

7. **Management Recommendations:**

Award ITB-26-05-EN to Earth Tech Enterprises, Inc.as the lowest responsive and responsible bidder to construct the Estero Island Dune Repair and Scour Fill Truck Haul Project.

8. **Recommended Approval:**

Chadd Chustz, Environmental Projects Manager	Created/Initiated - 4/3/2026
Frankie Kropacek, Community Development Director	Approved - 4/13/2026

Joe Onzick, Finance Director	Approved - 4/13/2026
nancy stuparich, Town Attorney	Approved - 4/13/2026
Amy Baker, Town Clerk	Approved - 4/14/2026
William McKannay, Town Manager	Final Approval - 4/14/2026

RESOLUTION NUMBER 26-078

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA TO AWARD ITB-26-05-EN TO EARTH TECH ENTERPRISES, INC. AS THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER, TO COMPLETE THE ESTERO ISLAND DUNE REPAIR AND SCOUR FILL TRUCK HAUL PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF FORT MYERS BEACH AND THE EARTH TECH ENTERPRISES, INC. SUBJECT TO LEGAL REVIEW AND EXPEND BUDGETED FUNDS ON BEHALF OF THE TOWN; 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 maintain and restore dune and beach elevation in accordance with the Town's engineered beach design; and

WHEREAS, the Estero Island Dune Repair and Scour Fill Truck Haul Project was competitively bid and advertised in accordance with the Town of Fort Myers Beach Purchasing Code Section 2-480; and

WHEREAS, Earth Tech Enterprises, Inc. is the lowest responsive and responsible bidder for completion of the Estero Island Dune Repair and Scour Fill Truck Haul Project with a bid in the amount of $2,099,100.00; and

WHEREAS, Earth Tech Enterprises, Inc. bid satisfies the requirements set forth in the invitation to bid ITB-26-05-EN; and

WHEREAS, the cost of the Estero Island Dune Repair and Scour Fill Truck Haul Project is eligible for the funding provided by the Florida Department of Emergency Management Local Agency Program Grant D1502 Agreement; and

WHEREAS, pursuant to a competitive procurement process in compliance with State Law and Town Code – ITB-26-05-EN "Estero Island Dune Repair and Scour Fill Truck Haul Project," the Town awards the bid to Earth Tech Enterprises, Inc.; and

WHEREAS, Earth Tech Enterprises, Inc. has agreed to execute an agreement for the Estero Island Dune Repair and Scour Fill Truck Haul Project containing similar terms as included in the bid ("Agreement"). A copy of the Agreement is attached as Exhibit "A"; and

WHEREAS, it is in the best interest of the Town to contract with Earth Tech Enterprises, Inc. as provided in the Agreement.

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

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

Section 2. The Town Council hereby approves the agreement between the Town and Earth Tech Enterprises, Inc. for beach construction work. A copy of the agreement is attached hereto as Exhibit "A".

Section 3. The Town Manager is hereby authorized to execute the Agreement and expend budgeted funds on behalf of the Town to satisfy the Town's financial obligations under the Agreement.

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	____
John McLean, Council Member	____

ADOPTED this ____ day of _____ 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 this ____ day of _____, 2026.

COASTAL ENGINEERING CONSULTANTS INC.

Coastal and Marine Engineering
Environmental and Geological Services
Land and Marine Survey and Mapping
Website: www.coastalengineering.com

March 27, 2026

Mr. Chadd Chustz
Environmental Project Manager
Town of Fort Myers Beach
6231 Estero Blvd
Fort Myers Beach, FL. 33931

Re: Estero Island Dune Repair and Scour Fill Truck Haul
Bid Review Summary, # ITB-26-05-EN
CEC File No. 26.303

Dear Chadd:

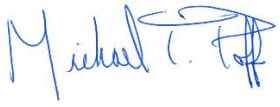
Pursuant to the Town's request and within our contracted scope, CEC reviewed the apparent low bid. This bid was submitted by Earth Tech Enterprises, Inc. and our review was to determine if they meet the technical requirements for the above referenced Project based on the criteria within the Bid Documents. As such, CEC reviewed the submitted bid forms and attachments which included the Contractor Qualification Questionnaire, references, and resumes.

Earth Tech Enterprises has successfully completed multiple beach nourishment projects including importing sand via truck haul, earthwork for beach and dune grading, and environmental protection for municipal clients including the 2024 Estero Island Beach Sand Truck Haul project, 2024 Sanibel Island Emergency Berm/Beach Recovery project, 2024-2025 Tigertail Lagoon Ecosystem Restoration project, and 2025 Collier County Beach Renourishment project.

CEC has reviewed the submitted bids for compliance with the Contract Documents and finds the apparent low bidder to be responsive. Based on a review of their qualifications, experience, and available information, the bidder appears capable of performing the work. Our recommendation for the Contract award is to Earth Tech Enterprises. Final determination of bidder responsibility and award is reserved to the Town.

We appreciate the opportunity to be of service. If you have any questions, please do not hesitate to call me at (239) 643-2324, extension 126 or via email at mpoff@cecifl.com.

Respectfully submitted,
COASTAL ENGINEERING CONSULTANTS, INC.



Michael T. Poff, P.E.
President

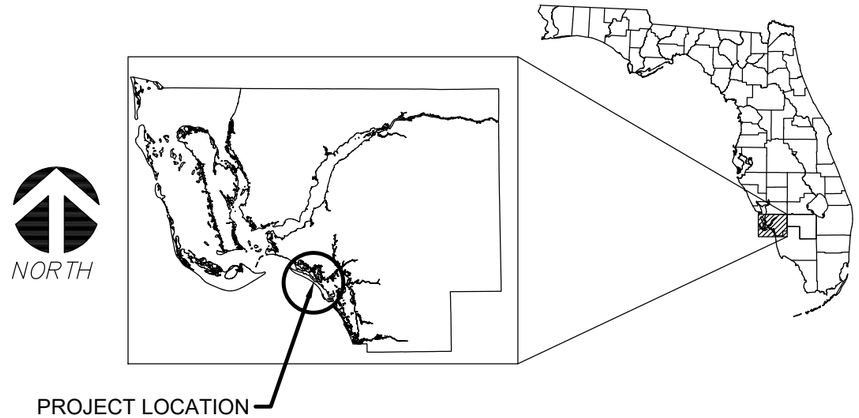
ESTERO ISLAND TRUCK HAUL
CONSTRUCTION PLANS 2026

PREPARED FOR:

TOWN OF FORT MYERS BEACH

INDEX

1. COVER SHEET
2. PLAN VIEW FILL AREAS
3. PLAN VIEW FILL AREAS
4. PLAN VIEW FILL AREAS
5. TYPICAL CROSS SECTIONS
6. TYPICAL CROSS SECTIONS



LEE COUNTY
N.T.S.

NOTES

1. BEACH SURVEYS COMPLETED BY COASTAL ENGINEERING CONSULTANTS (CEC), INC. 8/15/2025.
2. AERIAL PHOTOGRAPHY OBTAINED FROM KUCERA, DATED AUGUST 2025.
3. EROSION CONTROL LINE (ECL) RECORDED IN THE PLAT BOOK 70, PAGE 25, LEE COUNTY, FLORIDA.
4. PLANE COORDINATES ARE BASED ON THE TRANSVERSE MERCATOR PROJECTION FOR THE WEST ZONE OF FLORIDA AND REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD 83).
5. ELEVATIONS SHOWN HEREON ARE IN FEET AND TENTHS AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), BENCHMARKS USED:

   ACOE ESTERO 101 2015 JAX DIST, PID NO. BBDV83
   NORTHING: 764,427.976'
   EASTING: 681,535.064'
   ELEVATION: 4.73' NAVD 1988

   FDEP 1283-A25-2
   NORTHING: 770,456.326'
   EASTING: 670,763.371'
   ELEVATION: 3.37' NAVD 1988

   USGS Z246 1965, PID NO. AD1355
   NORTHING: 752,530.14'
   EASTING: 696,072.78'
   ELEVATION: 15.41' NAVD 1988

6. MEAN HIGH WATER ELEVATION OF +0.3 FEET NAVD88 IS BASED ON INFORMATION FROM THE FDEP AND TIDE STATION ID NUMBER 8727366.
7. INFORMATION SHOWN HEREON REFLECTS CONDITIONS AS THEY EXISTED ON THE SURVEY DATES SHOWN AND CAN ONLY BE CONSIDERED INDICATIVE OF CONDITIONS AT THAT TIME.

MICHAEL T. POFF LICENSE No 48218 STATE OF FLORIDA PROFESSIONAL ENGINEER

NO.	DATE	REVISION DESCRIPTION

DATE: 1/5/2026 SCALE: AS NOTED
DRAWN: KAK F.B.
CHECKED: MTP PG.
SEC. TWP. RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

CLIENT: TOWN OF FORT MYERS BEACH

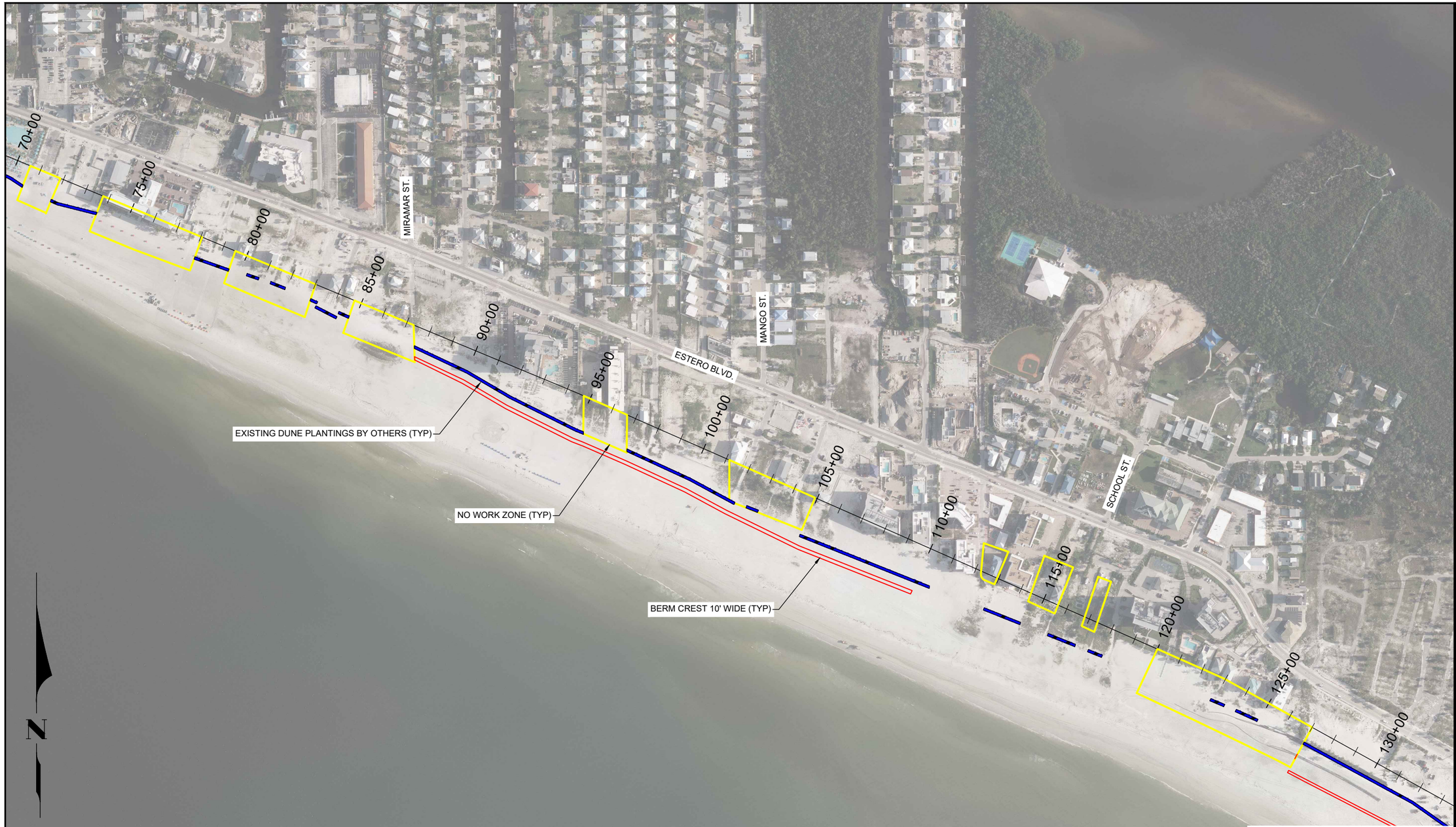
TITLE: COVER SHEET

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL SERVICES
GEOLOGICAL SERVICES
SURVEY AND MAPPING

PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

COASTAL ENGINEERING CONSULTANTS INC.
Serving Florida Since 1977
28421 BONITA CROSSINGS BLVD
BONITA SPRINGS, FLORIDA 34135

SHEET 1
FILE NO.: 24303-EITH-C-1



BERM VOLUME SUMMARY TABLE	
BERM STATIONS	APPROXIMATE VOLUME (CY)
88+00 TO 110+00	6,200
127+00 TO 130+00	1,400
Subtotal	7,600

MICHAEL T. POFF
LICENSE
No 48218
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: PLAN VIEW FILL AREAS

DATE: 1/5/2026 | SCALE: AS NOTED
DRAWN: KAK | F.B.
CHECKED: MTP | PG.
SEC. | TWP. | RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

NO.	DATE	BY	REVISION DESCRIPTION

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SHEET 2
FILE NO.: 24303-EITH-C-2



FILL VOLUME SUMMARY TABLE	
FILL AREA	APPROXIMATE VOLUME (CY)
1	240
Subtotal	240

BERM VOLUME SUMMARY TABLE	
BERM STATIONS	APPROXIMATE VOLUME (CY)
130+00 TO 184+00	15,000
Subtotal	15,000

TOWN OF FORT MYERS BEACH

PLAN VIEW
FILL AREAS

DATE:	1/5/2026
SCALE:	AS NOTED
DRAWN:	KAK
F.B.	
CHECKED:	MTP
P.S.	
SEC.	
TWP.	
RNG.	
ACAD NO.	24.303
REF. NO.	24303 - EI TRUCK HAUL 2025-C

NO.	DATE	BY	REVISION DESCRIPTION

MICHAEL T. POFF
LICENSE
No 48218
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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E-Mail: info@cecifl.com

CLIENT:

TITLE:

SHEET 3
FILE NO.: 24303-EITH-C-3

BENCHMARK
ACOE ESTERO 101 2015 JAX DIST, PID No. BBDV83
N: 764,427.98
E: 681,535.06
EL: 4.7'

NEWTON PARK
(CONSTRUCTION ACCESS AND STAGING)
4650 ESTERO BLVD, FORT MYERS BEACH, FL 33931

DAKOTA AVE.
(CONSTRUCTION ACCESS AND STAGING)
DAKOTA AVENUE, FORT MYERS BEACH, FL 33931

180+00
185+00
190+00
195+00
200+00
205+00
210+00
215+00
220+00
225+00
230+00
235+00

ESTERO BLVD.
BAYLAND RD.
DAKOTA AVE.
STERLING AVE.

NO WORK ZONE (TYP)
FILL AREA #2
APPROX. VOL = 1,200 CY
BERM CREST 10' WIDE (TYP)
FILL AREA #3
APPROX. VOL = 2500 CY
EXISTING DUNE PLANTINGS BY OTHERS (TYP
FILL AREA #4
APPROX. VOL = 225 CY
FILL AREA #5
APPROX. VOL = 750 CY

N

0 200 400 800

FILL VOLUME SUMMARY TABLE	
FILL AREA	APPROXIMATE VOLUME (CY)
2	1,200
3	2,500
4	225
5	750
Subtotal	4,915

BERM VOLUME SUMMARY TABLE	
BERM STATIONS	APPROXIMATE VOLUME (CY)
184+00 TO 234+00	13,900
Subtotal	13,900

MICHAEL T. POFF
LICENSE
No 48218
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

NO.	DATE	BY	REVISION DESCRIPTION

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F.B.
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P.G.
SEC.
TWP.
RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: PLAN VIEW
FILL AREAS

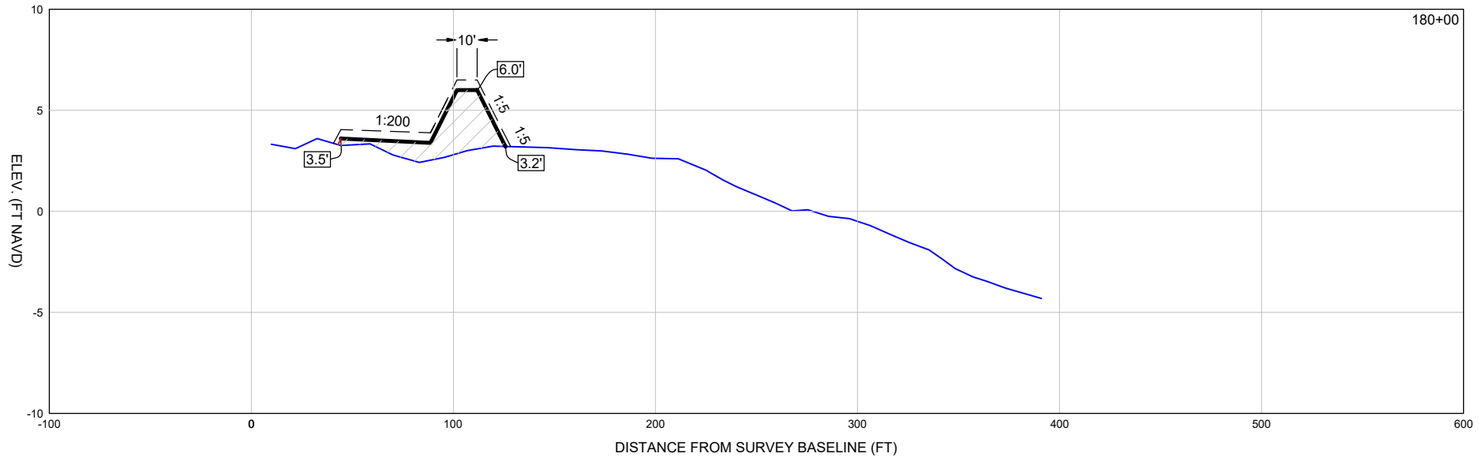
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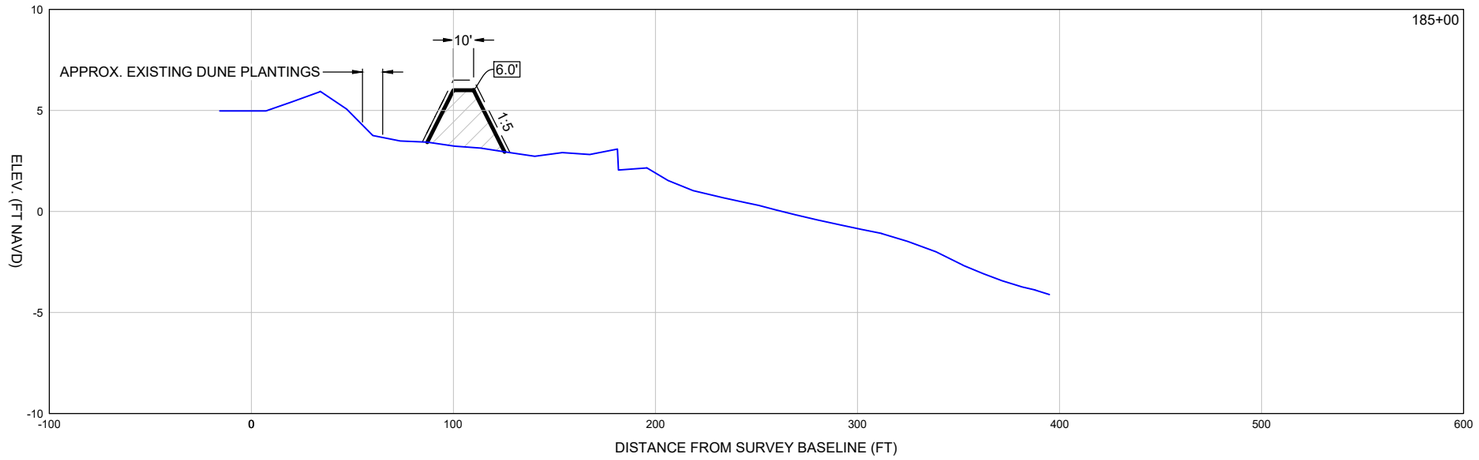
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SHEET 4
FILE NO.: 24303-EITH-C-4

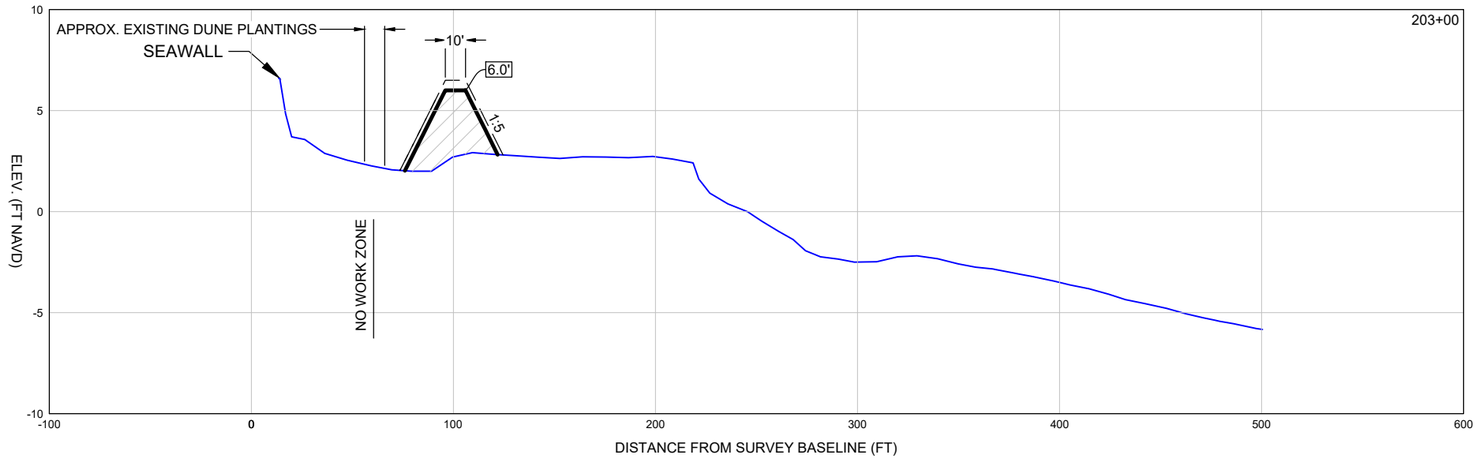
FILL AREA #1 TYPICAL SECTION



TYPICAL BERM SECTION



FILL AREA #2 TYPICAL SECTION



LEGEND

= BEACH FILL AREA

= 0.5' TOLERANCE

= APPROXIMATE GRADE

SCALE

Horiz: 1" = 50'
Vert: 1" = 5'

MICHAEL T. POFF LICENSE No 48218 STATE OF FLORIDA PROFESSIONAL ENGINEER

REV. NO.	DESCRIPTION	DATE	BY

DATE: 1/5/2026 SCALE: AS NOTED
DRAWN: KAK F.B.
CHECKED: MTP PG.
SEC. TWP. RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: TYPICAL CROSS SECTIONS

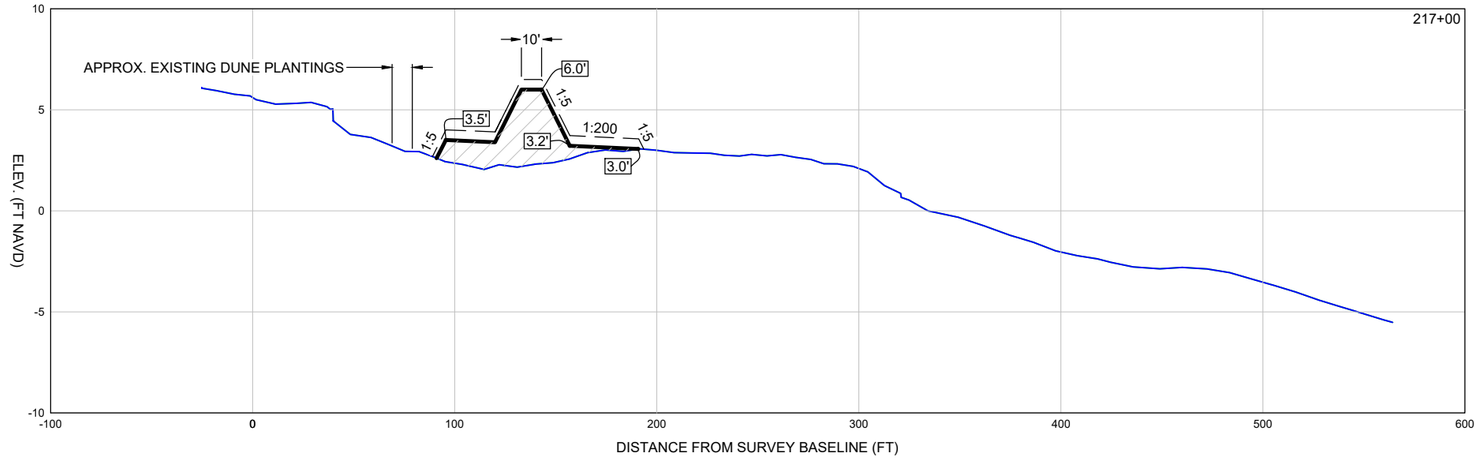
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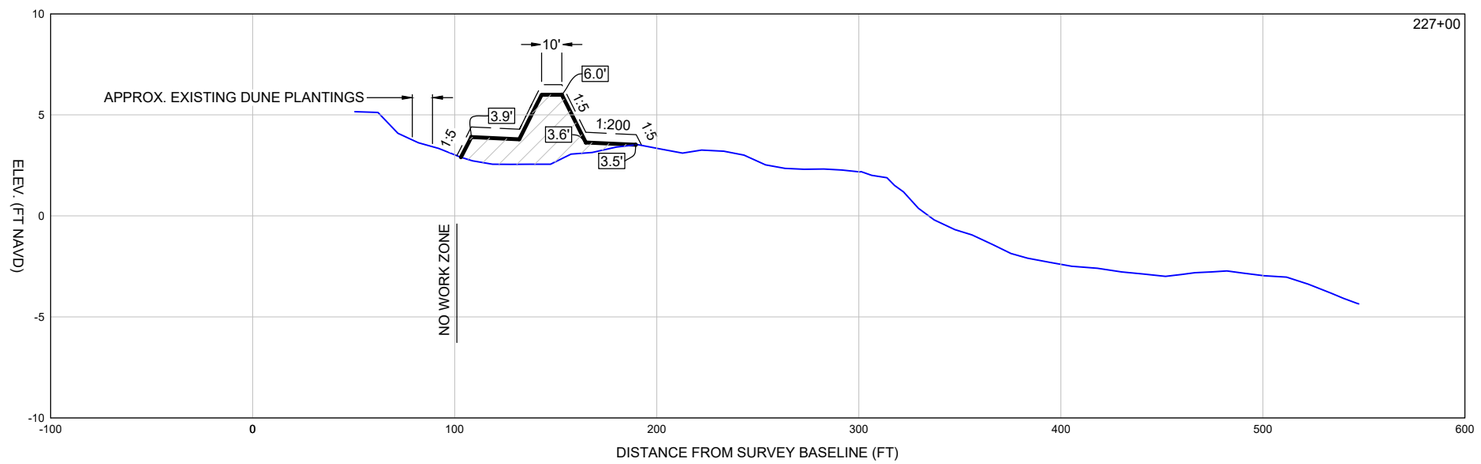
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BONITA SPRINGS, FLORIDA 34135

SHEET 5
FILE NO.: 24303-EITH-C-5

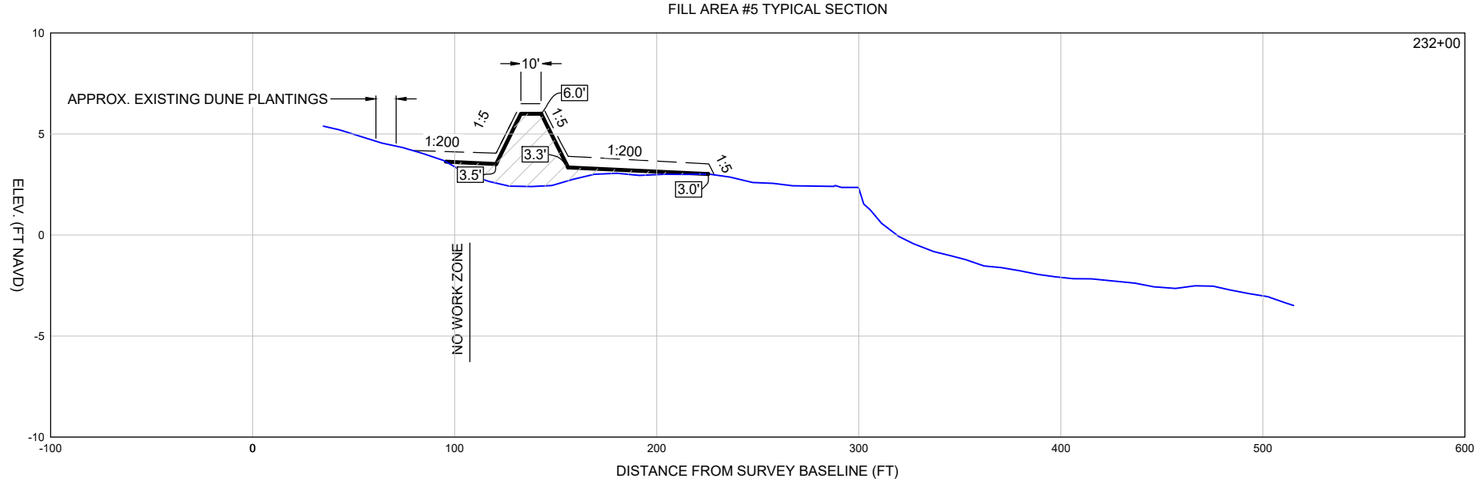
FILL AREA #3 TYPICAL SECTION



FILL AREA #4 TYPICAL SECTION



FILL AREA #5 TYPICAL SECTION



LEGEND

= BEACH FILL AREA

= 0.5' TOLERANCE

= APPROXIMATE GRADE

SCALE

Horiz: 1" = 50'
Vert: 1" = 5'

MICHAEL T. POFF LICENSE No 48218 STATE OF FLORIDA PROFESSIONAL ENGINEER

NO.	DATE	BY	REVISION DESCRIPTION

DATE: 1/5/2026 SCALE: AS NOTED
DRAWN: KAK F.B.
CHECKED: MTP P.G.
SEC. TWP. RNG.
ACAD NO. 24.303
REF. NO. 24303 - EI TRUCK HAUL 2025-C

CLIENT: TOWN OF FORT MYERS BEACH

TITLE: TYPICAL CROSS SECTIONS

COASTAL AND MARINE ENGINEERING
ENVIRONMENTAL SERVICES
GEOLOGICAL SERVICES
SURVEY AND MAPPING

PHONE: (239)643-2324
FAX: (239)643-1143
www.coastalengineering.com
E-Mail: info@cecifl.com

COASTAL ENGINEERING CONSULTANTS INC.
Serving Florida Since 1977
28421 BONITA CROSSINGS BLVD
BONITA SPRINGS, FLORIDA 34135

SHEET 6
FILE NO.: 24303-EITH-C-6

ESTERO ISLAND HURRICANE REPAIR TRUCK HAUL

TECHNICAL SPECIFICATIONS

TS-1.0 SCOPE OF WORK

TS-1.1 GENERAL

The Project is located along Estero Island within the Town of Fort Myers Beach, Lee County. The purpose of Project is to transport, deliver, and place beach compatible sand from one or more of the approved Sand Sources to restore scour holes and to rebuild emergency berms previously constructed by others to offset the impacts of Hurricanes Ian and Nicole. The estimated fill quantity is 60,400 tons (41,655 cubic yards X 1.45 conversion). The following Sand Sources are preapproved for the Project: Immokalee (Stewart), Witherspoon (Vulcan), Ortona (ER Jahna), Lake Wales (Cemex), and Garcia Mining Company (Clewiston), subject to the requirements of the Sediment Quality Assurance/Quality Control (QA/QC) Plan.

This Work must be completed according to the Contract Plans and these specifications within the time specified in the Contract and within compliance with the conditions of the State of Florida Hurricane Emergency Final Orders and subsequent revisions and / or amendments and the FDEP Beach Project Permits.

The Contractor is solely responsible for all construction means, methods, techniques, procedures, and sequence of the Work.

The Owner is the Town of Fort Myers Beach and the Engineer is Coastal Engineering Consultants, Bonita Springs, Florida.

TS-1.2 CONTRACT TIME

The Contractor shall use no more than 45 calendar days for Substantial Completion and 10 calendar days for Final Completion from the date specified in the Notice to Proceed. This is the Contract Time, 55 calendar days, to complete all phases of this Project. The Contract Time shall include the preparation, submittal, review and approval of submittals, delivery of materials, mobilization, construction access and staging, surveys, sand delivery and placement, final clean-up, restoration, and demobilization.

TS-1.3 ENVIRONMENTAL WINDOW

All Work must be completed before April 15 to comply with the Permits. All Work shall be subject to the environmental protection plans defined in the Permits and these Specifications.

TS-2.0 CRITERIA FOR AWARD

The award of this bid shall be to the lowest responsive, responsible bidder(s) meeting or exceeding all of the Specifications.

The Owner reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the Contract. If, after bid opening, the lowest bidder is deemed non-responsible by the Owner, such bidder shall receive written notice from the Owner of this determination. The Owner shall make a final determination regarding the bidder's responsibility at the time of award of the Contract.

TS-3.0 WORK PLAN

The Contractor shall develop a written Work Plan which accounts for all of the construction activities required by the Contract Documents. The Work Plan shall include a list of the individual construction tasks to be completed and the estimated dates for beginning and completing the tasks. It shall also include all other items which are applicable to completing the Work such as, but not limited to, the following:

(a) Typical Form for Daily Progress Report;
(b) Severe Storm Plan;
(c) Site-specific Health and Safety Plan;
(d) Personnel, Materials, Subcontractors, Suppliers, and Equipment;
(e) Construction Access and Staging Area usage and restoration plan;
(f) Trucking route;
(g) Chain of Custody Plan;
(h) Maintenance of Traffic Plan;
(i) Environmental protection and pollution control plans;
(j) Protection of existing structures;
(k) Survey layout and stakeout plan;
(l) Sequence of Work;
(m) Progress Schedule;
(n) Schedule of Values;
(o) Specific methods for accounting for all grade stakes and control markers to ensure their removal prior to completion of the Work; and
(p) Quality Assurance/Quality Control Plan.

The Work Plan shall be submitted to the Owner three (3) days prior to the pre-construction meeting. The Owner shall review the Work Plan and have the Contractor make any necessary revisions prior to acceptance of the Work Plan. No Work shall commence until the Owner has reviewed and approved the Work Plan.

TS-4.0 MOBILIZATION AND DEMOBILIZATION

TS-4.1 GENERAL DESCRIPTION

The Contractor shall provide all labor and Equipment necessary to move personnel, Equipment, construction materials, and incidentals to and from the Work Area. This shall include, but is not limited to, establishing offices and other facilities necessary for the Work. As part of these Bid Items, the Contractor shall obtain bonds, required insurance, and include any other pre-construction expenses necessary to perform the Work. This section shall also include all other items of cost required by these Specifications for which a separate payment is not provided for herein. The Contractor's Daily Progress Report may be used for verification of Work and the Owner, at their discretion, may require additional verification by other means. Unless otherwise indicated within these Specifications, demobilization shall also include final clean-up and restoration activities.

TS-4.2 MEASUREMENT AND PAYMENT

Sixty percent (60%) of the lump sum price will be paid to the Contractor after commencement and placement of 500 tons of beach compatible sand in one 24-hour period. The remaining forty percent (40%) of the lump sum price will be paid to the Contractor upon completion of all punch list items and demobilization of all Plant and Equipment.

TS-5.0 WORK AREA

TS-5.1 GENERAL

The Contractor's Work Areas shall include the scour hole repair areas, emergency berm alignments, construction accesses and staging areas, and transport corridors from the construction accesses and staging areas to the fill areas. The Contractor shall detail in their Work Plan the transport corridors they propose to utilize for the Work which are subject to review and approval by the Owner. The transport corridors shall not cross existing dunes nor impact dune vegetation. If the Contractor intends to utilize transport corridors on the dry sandy beach, they must limit their corridor width to a maximum of 25 feet and run parallel to the water line then from the waterline perpendicular to the fill areas. No Work may occur below MHW.

TS-5.2 NO WORK ZONES

No Work Zones are shown on the Contract Plans that correspond to property owners who have not provided the Owner with temporary construction easements. The Contractor shall not encroach into the No Work Zones with any Work, equipment, personnel or materials.

TS-5.3 SECURITY

The Contractor is permitted to exclude the public from their Work Area as necessary to perform the Work. Enforcement shall be the Contractor's responsibility at the Contractor's expense. The enforcement shall be coordinated with local enforcement agencies and will be subject to approval of the Owner. The Contractor shall erect, maintain, and move as necessary, restrictive barriers and warning signs around the Work area. Additionally, the Contractor shall place appropriate safety personnel who shall be present at all times during sand delivery, placement, and grading.

TS-5.4 CONSTRUCTION ACCESSES AND STAGING AREAS

The Town provided construction accesses and staging areas include Newton Park and Dakota Avenue ROW which are shown on the Contract Plans. Alternative and / or additional access and staging areas which meet the requirements of Special Provision SP-12.0 "Private Property" may be proposed by the Contractor, but are subject to review and approval by the Owner. Procurement of additional temporary upland construction access areas shall be obtained by and at the expense of the Contractor. A pre-construction topographic survey, along with video and photographs shall be collected by the Contractor to document the existing conditions of all construction accesses and staging areas prior to the Work.

A minimum of 48-hour written notice shall be provided to the Owner for delivery of large equipment to the Park including but not limited to dozers, graders, backhoes, loaders, and excavators.

The Contractor shall confine their Plant, Equipment, and operations of personnel to areas permitted by law, ordinances, and the requirements of the Contract Documents. The Contractor may not store Plant or Equipment in excess of what is needed for this Contract. The Contractor shall not conduct their operations or store Project-related Equipment in, on, or over dunes, or otherwise impact dune vegetation. The Contractor must control noise and must control wind-blown sand and dust while using the construction access and staging area. The Contractor is responsible for preparation and restoration of the construction access and staging areas. The Contractor is responsible for security within the construction access and staging areas. The Contractor is required to submit a construction access plan and construction access restoration plan as part of the Work Plan prior to Work. Disposal of any cleared vegetation, debris and rubbish shall be in a manner approved by the Owner. The construction access and staging area shall be restored to pre-construction conditions as part of demobilization. Final Payment shall be withheld until the site is restored in a manner acceptable to the Owner.

TS-5.5 NOISE

The Contractor shall conduct his operations so as to comply with all Federal, State, and local laws pertaining to noise. Equipment used for the Work shall be equipped with satisfactory mufflers or other sound abatement devices to reduce engine noise. The use of horns, the use of whistle signals, and handling of equipment shall be held to the minimum necessary in order to provide as quiet an operation as possible.

TS-5.6 MEASUREMENT AND PAYMENT

All costs incurred by the Contractor for security; construction accesses and staging areas preparations, usage, and restoration; noise control; and protection of existing structures shall be included in the Contract lump sum price for Bid Item No. 2 “Construction Access and Staging.” Sixty percent (60%) of the lump sum price will be paid to the Contractor after preparation of the construction accesses and staging areas. The remaining forty percent (40%) of the lump sum price will be paid to the Contractor upon completion of all punch list items and complete restoration and acceptance of the construction accesses and staging areas.

TS-6.0 MAINTENANCE OF TRAFFIC

TS-6.1 GENERAL

The Contractor shall implement their approved Maintenance of Traffic (MOT) Plan for the trucking route, ingress/egress on Estero Boulevard and ingress/egress to the construction accesses and staging areas, and damage avoidance. The Contractor shall coordinate the MOT Plan with local enforcement agencies.

TS-6.2 MEASUREMENT, PAYMENT AND ACCEPTANCE

All costs associated with developing and implementing the MOT plan; and all other appropriate costs in connection therewith or incidental thereto the MOT Work shall be included in the Contract lump sum price for Bid Item No. 3 “Maintenance of Traffic.” Progress payments may be made based on the volume placed and accepted divided by the total volume to be placed.

TS-7.0 SAND DELIVERY AND PLACEMENT

TS-7.1 GENERAL

The Contractor shall transport, deliver, and place approximately 60,400 tons of beach compatible sand from the Sand Source to the fill areas. Prior to the delivery of any sand to the beach, the Contractor shall have furnished the Owner certificates from the Sand Sources evidencing that the sand meets the specifications for beach compatible sand defined in the Sediment QA/QC Plan.

TS-7.2 SEDIMENT QUALITY ASSURANCE/QUALITY CONTROL PLAN

The Contractor shall purchase the beach compatible sand from a properly licensed, permitted, and qualified upland source. The sand shall be free of construction debris, rocks, or other foreign matter, and shall not contain, on average, greater than 3% fines (i.e., silt and clay) (passing the #230 sieve); and shall not contain, on average, greater than 1% coarse material (retained on the #4 sieve); and shall have a mean grain size ranging from 0.3 mm to 0.4 mm and a moist Munsell color-value/chroma of 8/1 or lighter. Moisture Content shall be 6% or less per load delivered to the Project or may be rejected by the Owner.

The Contractor shall be responsible for all inspections and tests as may be necessary to assure compliance with all the requirements of the Sediment QA/QC Plan and the Contract Documents. The Contractor shall report the Mean Grain Size, Phi Standard Deviation (sorting value), Silt Content, Moisture Content, Munsell Color Value, and Carbonate Content of the proposed sand source to the Owner prior to transporting sand to the beach. The tests shall be from the specific stockpile to be

utilized for this Project. The Contractor shall also report the same information for each quality control test during construction. The number of tests are at the discretion of the Contractor to verify compliance with the Contract Documents. At a minimum, one test per 400 tons (on average) shall be provided to the Owner and Engineer within one business day of the test.

TS-7.3 DEDUCTIONS FOR NONCONFORMING WORK

If the Contractor fails to comply with the Sediment QA/QC Plan and these Specifications to avoid non-compatible fill, then non-compatible fill may be required by the Owner to be removed from the emergency berm fill by the Contractor, totally at the Contractor's expense. If the Owner believes that the fill material does not comply with the requirements of the Sediment QA/QC Plan, the Owner may request the Contractor to analyze up to three (3) random samples collected by the Owner. If any of the samples fails to meet the approved criteria, the Owner reserves the right to have the Contractor remove the material from the emergency berm, at the Contractor's expense. If the Contractor fails to remove the non-compatible fill to the satisfaction of the Owner, such material may be removed by the Owner, and the cost of such removal may be deducted from any payment due or to become due to the Contractor or may be recovered under the Contractor's bond. The volume of material removed from the Work Area shall be estimated by the Owner and deducted from the pay volume.

In the event the Owner believes for a second time that the fill material does not comply with the requirements of the Sediment QA/QC Plan, the Owner may request the Contractor to analyze additional samples collected by the Owner. If any of the samples fails to meet the approved criteria, the Owner reserves the right to have the Contractor remove the material, at the Contractor's expense; and to have the Contractor supply sand from one of the other approved sand sources, with certification from the Contractor that the sediment is in compliance with the quality criteria. The requirement to change to an alternate source shall not be the basis of claim for an increase in time or cost.

TS-7.4 CHAIN OF CUSTODY

The Contractor shall implement their approved Chain of Custody (COC) Plan that covers the operation and management from the Upland Sand Source to the Work areas. The COC Plan shall include the methods used to track the weight, volume, and moisture content of each truck delivered to the Work area each day. The COC Plan shall include posting data in electronic and hard-copy format that can be reconciled on a daily-basis.

TS-7.5 CONSTRUCTION

All sand shall be transported, placed, and graded within the lines, grades, templates, and sections shown on the Contract Plans. Detailed fill templates and profiles shall be provided to the Contractor as part of the pre-construction survey.

The Contractor shall maintain and protect the fill in a satisfactory condition at all times until acceptance of the Work. The Contractor shall, prior to placement of fill, remove from the limits of the fill sections all man-made debris including, but not limited to, concrete, rebar, detached seawalls, timber piles, tiebacks, broken concrete sheet pile, broken steel sheet pile, etc.; as well as natural debris that could impact completing the Work. All materials removed shall be disposed of in areas provided by and at the expense of the Contractor and approved by the Owner.

The fill templates are for the purpose of estimating the theoretical amount of fill needed and will be used in making any changes in the lines and grades. The beach is subject to changes and the elevations on the beach at the time the Work is done may vary from the elevations shown on the

Contract Plans. The Owner reserves the right to vary the width and grade of the fill templates from the lines and grades in order to establish uniform profiles.

The Contractor shall exercise due caution when placing sand near structures or vegetation. Hand grading shall be conducted as necessary to fill in around existing vegetation and structures. The Contractor will be responsible for the cost to repair any damage caused by the Work. Final payment shall be withheld until the repairs are made and approved in writing by the Owner.

TS-7.6 GRADE STAKES

Any grade stakes used in the Work Area shall be made of steel pipe or rebar that shall be completely removed intact by the Contractor after filled cross sections have been accepted by the Owner. Any excavation required to remove the stakes shall be backfilled. Grade stakes shall be flagged to increase visibility. The Contractor shall maintain a grade stake log denoting the date of placement, date of removal, station, range, and identifying symbol for each grade stake placed. The log shall be kept up to date and current to within 48 hours.

TS-7.7 DRESSING

Upon completion of construction operations, the Work area shall be graded and dressed throughout the Contractor's Work Area to remove ruts, humps, and depressions in the surface resulting from construction operations.

TS-7.8 MEASUREMENT, PAYMENT AND ACCEPTANCE

TS-7.8.1 DELIVERY

All costs associated with coordination with Sand Source, COC, and sand delivery from Sand Source to the Work areas; and all other appropriate costs in connection therewith or incidental thereto this Work shall be included in the Contract unit price per ton for Bid Item No. 4 "Delivery."

Payment shall be based upon the tonnage of sand delivered as identified via weight tickets. Individual truck identification and certified scale records along with COC documentation must accompany each truck delivery.

TS-7.8.2 PLACEMENT

All costs associated with debris removal and disposal; layout of the Work and construction stake-out; placement of fill; grading and dressing; and all other appropriate costs in connection therewith or incidental thereto this Work shall be included in the Contract unit price per ton for Bid Item No. 5 "Placement."

Payment shall be based upon the tonnage of sand placed according to the Contract Plans and verified by surveys stipulated in TS-8. The The Contractor is required to make his own measurements and observations of each completed fill area to ensure they have achieved the design grades, slopes, and elevations, then contact the Town and request the acceptance survey. The Contractor shall contact the Town in writing a minimum of forty-eight (48) hours in advance to request each acceptance survey. The Town shall conduct the surveys as soon as practical, subject to weather conditions.

The Owner shall compute the pay quantities based on the Owner conducted surveys. The placed volume computed from the surveys (cubic yards) shall be multiplied by 1.4 to convert to tons.

TS-7.8.3 TOLERANCE

A tolerance of three-tenths (0.5) of one foot above the prescribed grades and slopes shall be allowed but shall not be used to increase the volume in excess of the bid quantity. Any beach compatible sand placed above the prescribed tolerance may be left in place at the discretion of the Owner.

TS-7.8.4 ACCEPTANCE

Unless otherwise accepted by the Town in writing, the Contractor must place a minimum of 90% of the design volume in order to for each individual fill area to be approved. The constructed contour lines must be approximately parallel and straight line, indicating that the Contractor attempted to construct a uniform (non-cuspate) grade within the templates. In the event the Town's acceptance survey indicates that the Contractor has not achieved the acceptance criteria, the Contractor will place additional fill until the templates are uniform in appearance and dimensions between cross-sections and profile lines provides a minimum of 90% of the design fill within each individual fill area. In the event under-filling has been found to occur, the cost of additional surveys shall be deducted from payment to the Contractor at a cost of $2,600 per re-survey. The Contractor will not be paid for any volume in excess of the bid quantity unless a written change order is prepared and approved by the Owner.

TS-7.9 FINAL CLEANUP

Final clean-up shall include the removal of all the Contractor's Equipment either for disposal or re-use and, if required, restoration of landscaping. Equipment to be disposed of shall only be disposed of in a manner and at locations approved by the Owner. Except as noted herein, the final clean-up within the Contractor's Work Area shall be completed within the Contract Time. If not done by the Contractor within three (3) days of the conclusion of the Contract Time, then the Owner may have the said Work completed at the Contractor's expense. Roads and infrastructure impacted by the Contractor's operation shall be repaired to a level acceptable to the Owner prior to final payment.

TS-8.0 SURVEYS

TS-8.1 PRE- AND POST-CONSTRUCTION SURVEYS

The Owner shall conduct the pre- and post-construction surveys to verify the quantities of beach fill placed. For the emergency berms and scour holes, surveys shall be taken at the 100-foot interval stations and points of inflection of the fill limits along the survey baseline. Cross sections shall extend a minimum of 15 feet beyond the limits of placed sand to capture the full placement areas.

For each survey, drawings shall be prepared to include plan views, cross-sections, and centerlines utilizing the survey baselines shown on the Contract Plans as reference for plotting the drawings. All cross-sections and profile lines shall include the data and the identifying baseline station number. All survey information submitted, and included in any depiction, shall include the date of the survey. Vertical elevations shall be in feet referenced to the NAVD88. Horizontal distances shall be in feet. Locations shall be specified in Florida State Plane grid coordinates, NAD83. Locations of the survey baselines, cross-sections, and centerlines shall be shown on the plan view drawings. All drawings shall be submitted in electronic format (CADD and PDF). All survey data shall be provided in Easting, Northing, Elevation formatted data files (i.e. XYZ data files). The plan views, cross-sections, and profile lines shall be plotted at the same scales as the Contract Plans.

TS-8.2 LAYOUT OF WORK

The Owner shall establish three temporary benchmarks at locations coordinated with the Contractor. The Contractor shall be responsible for all layout and measurements that may be required for the execution of the Work to the location and limit marks prescribed in the Technical Specifications, on the Contract Plans, or on the pre-construction survey plans, subject to such modifications as the Owner may require to meet changed conditions or as a result of necessary modifications to the Contract Work.

The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required to maintain the layout of the Work from the Contract Plans. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Owner until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence, prior to their authorized removal, they may be replaced by the Owner, at their discretion, and the expense of replacement and re-staking will be deducted from any amounts due or to become due the Contractor. The Owner may require that Work be suspended at any time when the location and limit marks established by the Contractor are not reasonably adequate to permit checking of the Work.

The Contractor shall stake-out the No Work Zones as shown on the Contract Plans prior to fill placement and maintain the stakes until acceptance of Work, removal of pipeline, final dressing, and tilling. The Town will provide the Contractor with electronic files (e.g. CADD drawings or GIS shapefiles) of the No Work Zones.

There is no separate payment for Layout of the Work.

TS-9.0 ENVIRONMENTAL PROTECTION

TS-9.1 NATURAL RESOURCES

TS-9.1.1 GENERAL

For the purpose of this Specification, environmental protection is defined as the retention of the environment in its natural state to the greatest possible extent during Project construction and to enhance the natural appearance in its final condition. Environmental protection requires consideration of air, water, and land, and involves noise, solid waste-management, as well as, other pollutants. In order to prevent any environmental pollution arising from the construction activities in the performance of this Contract, the Contractor and their Subcontractors shall comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement. There is no separate payment for Environmental Protection.

TS-9.1.2 SUBCONTRACTORS

Compliance with the provisions of this section by Subcontractors will be the responsibility of the Contractor.

TS-9.1.3 PREVENTION OF LANDSCAPE DEFACEMENT

The Contractor shall not deface, injure, or destroy vegetation, trees or shrubs, nor remove or cut them without the approval of the Owner. Ropes, cables, or guys shall not be fastened to or attached to any existing nearby trees. Where the possibility exists that trees may be defaced, bruised, injured, or otherwise damaged by the Contractor's Equipment or operations, the Contractor shall adequately protect such trees. Monuments and markers shall be protected before construction operations commence.

TS-9.1.4 RESTORATION OF LANDSCAPE DAMAGE

Any trees, beach vegetation, or other landscape features scarred or damaged by the Contractor's Equipment or operations shall be restored to a condition satisfactory to the Owner. Restoration of scarred and damaged vegetation shall be performed in an approved manner by experienced workmen. Vegetation damaged beyond restoration shall be removed and disposed of by Contractor in a manner approved by Owner. Vegetation that is to be removed because of damage shall be replaced at the Contractor's expense by nursery-grown vegetation of the same species or a species approved by the Owner. The size and quality of nursery-grown vegetation shall also be approved by the Owner. Final payment shall be withheld until the restoration activities are made and approved by the Owner.

TS-9.1.5 LOCATION OF STORAGE FACILITIES

The Contractor's storage, which is required in the performance of the Work, shall be detailed in the Work Plan and located only upon existing cleared portions of the Work Area, and shall require written approval of the Owner. The Contractor shall not store oil, fuel, or Equipment on the beach that is not required for the daily construction activities. A metal pan with sides a minimum of four (4) inches in height shall be placed under the Equipment on the beach or adjacent area during refueling. The pan shall have a capacity equal to the capacity of the fuel supply used and catch any spills or leaks during the refueling activity. Fuel caught in the pan shall be contained and either transported off-site or used in the Equipment. Under no condition shall the material be discharged on the beach, adjacent lands, or waters. If the Contractor's fuel cells exceed the thresholds set forth in CFR 20 (100-112), the Contractor shall provide a spill plan and containment equipment accordingly.

TS-9.1.6 POST-CONSTRUCTION CLEANUP OR OBLITERATION

The Contractor shall obliterate all signs of construction, waste materials, or any other vestiges of construction as directed by Owner. The area will be restored to near natural conditions.

TS-9.1.7 SPILLAGE

Special measures shall be taken to prevent effluent, chemicals, fuels, oils, greases, bituminous materials, waste washing, herbicides and insecticides, and drainage onto the beach or from entering public waters. In the event of a spill, the Contractor shall immediately implement their spill plan and containment equipment, and immediately notify the applicable Federal, State and local agencies, as well as, the Owner.

TS-9.1.8 DISPOSAL

Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., in areas adjacent to streams or other waters of the State shall not be permitted. If any waste material is dumped in unauthorized areas, the Contractor shall remove the material and restore the area to the original condition before being disturbed. If necessary, contaminated ground shall be excavated; disposed of as directed by the Owner; and replaced with suitable fill material; compacted and finished with topsoil; and planted as required to re-establish vegetation.

TS-9.2 THREATENED AND ENDANGERED SPECIES PROTECTION

The Contractor shall comply with Federal, State and local regulations and the Permits, as applicable to the time of actual construction activities, for protection of threatened and endangered species including but not limited to gopher tortoises, marine sea turtles, and nesting and wintering shorebirds.

TOWN OF FORT MYERS BEACH - BID TABULATION

ITB-26-05-EN | Estero Island Dune Repair and Scour Fill Truck Haul

Bid Opening: Friday, March 27, 2026 at 2:15 PM | Estimated Quantity: 60,400 Tons

Item	Description	Bidder 1	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Bidder 6	Bidder 7	
	Bidder Name	Dickerson	Grubbs	Eastman	Gulfshore	Persons	Phillips & Jordan	Earth Tech	
UNIT PRICES									
1	Mobilization and Demobilization Qty: 1 LS	$150,000.00	$350,000.00	$82,775.00	$152,672.10	$60,737.75	$9,999,999.99	$25,000.00	
2	Construction Access and Staging Qty: 1 LS	$48,000.00	$250,000.00	$64,500.00	$74,668.70	$182,174.29		$12,000.00	
3	Maintenance of Traffic Qty: 1 LS	$49,000.00	$250,000.00	$4,300.00	$30,000.00	$63,422.75		$8,500.00	
4	Delivery (Est. 60,400 Tons) Qty: 60,400 Tons	$32.00	$24.00	$32.21	$28.73	$27.42		$28.00	
5	Placement (Est. 60,400 Tons) Qty: 60,400 Tons	$5.00	$19.00	$8.05	$17.56	$8.83		$6.00	
		EXTENDED PRICES (Unit Price × Quantity)							
1	Mobilization and Demobilization	$150,000.00	$350,000.00	$82,775.00	$152,672.10	$60,737.75	$9,999,999.99	$25,000.00	
2	Construction Access and Staging	$48,000.00	$250,000.00	$64,500.00	$74,668.70	$182,174.29	$0.00	$12,000.00	
3	Maintenance of Traffic	$49,000.00	$250,000.00	$4,300.00	$30,000.00	$63,422.75	$0.00	$8,500.00	
4	Delivery (Est. 60,400 Tons)	$1,932,800.00	$1,449,600.00	$1,945,484.00	$1,735,292.00	$1,656,168.00	$0.00	$1,691,200.00	
5	Placement (Est. 60,400 Tons)	$302,000.00	$1,147,600.00	$486,220.00	$1,060,624.00	$533,332.00	$0.00	$362,400.00	
	TOTAL BASE BID	**$2,481,800.00**	**$3,447,200.00**	**$2,583,279.00**	**$3,053,256.80**	**$2,495,834.79**	**$9,999,999.99**	**$2,099,100.00**	
	Rank (by Price)	**2**	**6**	**4**	**5**	**3**	**7**	**1**	
	Variance from Low Bid	18.2%	64.2%	23.1%	45.5%	18.9%	376.4%	0.0%	

FOR

ESTERO ISLAND DUNE REPAIR AND SCOUR FILL TRUCK HAUL

ITB-26-05-EN

Bids are to be submitted by

Friday, March 27, 2026 by 2:00 P.M. LOCAL TIME

to:

TOWN OF FORT MYERS BEACH
VIA DEMANDSTAR.COM

BID OPENING:

LOCATION: Town Hall
Town Hall Council Chambers
6231 Estero Blvd.
Fort Myers Beach, FL. 33931

March 27, 2026 at 2:15 P.M. LOCAL TIME

BIDDER: Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.
(Individual or Firm Name)

FMB:003 - OFFICIAL BID FORM
(2 of 5 Pages)

March 27, 2026
(DATE)

2:00 P.M. LOCAL TIME
(TIME)

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

2. ATTENTION: BIDS WILL ONLY BE CONSIDERED FROM THOSE BIDDERS WHO HAVE OBTAINED THESE CONTRACT DOCUMENTS DIRECTLY FROM THE TOWN OR DEMANDSTAR.

3. The Undersigned, hereinafter called "BIDDER", is familiar with the local conditions, nature and extent of the work, attended the mandatory pre-bid meeting, examined carefully the sample Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and fulfilled their requirements as well as the bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

ESTERO ISLAND DUNE REPAIR AND SCOUR FILL TRUCK HAUL
ITB-26-05-EN

in full accordance with the drawings and specifications prepared in accordance with the Town's advertisement for Bids, Instruction to BIDDERs, Contract and all other documents related thereto on file with TOWN, and if awarded the contract, to complete the said work within the time limits specified for the following bid price:

FMB:002 - SCHEDULE OF VALUES

ITEMS	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	Mobilization and Demobilization	1	LS	150,000.00	150,000.00
2	Construction Access and Staging	1	LS	48,000.00	48,000.00
3	Maintenance of Traffic	1	LS	49,000.00	49,000.00
4	Delivery	60,400 (Estimated)	Tons	32.00	1,932,800.00
5	Placement	60,400 (Estimated)	Tons	5.00	302,000.00
		Total			2,481,800.00

Total Bid Amount
Written: two million four hundred eighty one thousand eight hundred dollars and zero cents

1. The BIDDER hereby agrees that:

(a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame, except that the TOWN may in its sole discretion, release any Bid and return the Bid security prior to that date. Once the BIDDER has been notified that its bid has been awarded by the Town of Fort Myers Beach, within the above time frame the price proposed as submitted shall constitute the contract price and a formal contract for that amount shall be executed within the time frames established by these documents.

(b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the TOWN in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Construction Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Construction Bond shall be in the amount of one hundred percent (100%) of the accepted bid amount. The BIDDER shall, at the time the Contract is executed, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of a breach of any of the agreements of this proposal, the bid security shall be forfeited.

(c) In the event of any conflict between the Invitation to Bid and Ordinance 17-01, the provisions of the ordinance will prevail. A copy of ordinance 17-01 is available on the TOWN'S website.

4. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. 1	Dated: 3-9-26	Addendum No. 3	Dated 3-18-26
Addendum No. 2	Dated: 3-13-26	Addendum No. 4	Dated 3-20-26

5. If awarded this contract, the BIDDER agrees to complete the work covered by this contract as follows:

   (a) Substantially complete in 30 consecutive calendar days from date of Official Notice to Proceed.

   (b) Final completion in 5 consecutive calendar days from the date of Official Notice to Proceed.

6. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the TOWN, also that no head of any department or employee therein, or any officer of Fort Myers Beach, Florida is directly interested therein.

   This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any BIDDER or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other BIDDER, or to secure any advantage against the TOWN or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.

7. The below signed BIDDER agrees to comply with all applicable provisions as set forth in the Anti-Discrimination requirements included as part of the General Conditions of this document. The BIDDER further agrees to hold harmless, defend and indemnify the TOWN and its agents for any losses, including attorney's fees, incurred as a result of its failure to abide by the applicable Anti-Discrimination laws.

Jesse A. Lastinger, II
(Name of License Holder)

CGC1518661
(State Certificate No.)

St. Lucie County 1428-602-0028-000/7
Business Tax Receipt No. *(Specify jurisdiction)*

FL Division of Corp DOCUMENT# F22000003019
(State Registration No.)

In witness whereof, the BIDDER has hereunto set its signature and affixed its seal this 27th day of March, ~~2024~~. 2026

Richard J. Forlifer
By: Printed

By: Signature

TITLE: Vice President

Dickerson Infrastructure, Inc. dba Dickerson Florida, Inc.
Company Name

P.O. Box 910
Mailing Address

Ft. Pierce, FL 34954
City, State, and Zip

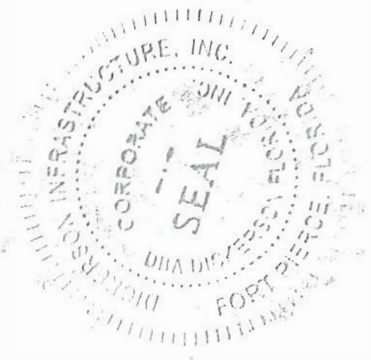
Richard J. Forlifer

rickf@dfifl.com
E-mail / Contact Person

(772) 429-4444
Telephone Number

ATTEST:
Assistant Secretary

(Seal)



FMB:002 - SCHEDULE OF VALUES

ITEMS	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE $	COST $
1	Mobilization and Demobilization	1	LS	25,000	25,000
2	Construction Access and Staging	1	LS	12,000	12,000
3	Maintenance of Traffic	1	LS	8,500	8,500
4	Delivery	60,400 (Estimated)	Tons	28 00	1,691,200
5	Placement	60,400 (Estimated)	Tons	6 00	362,400
		Total			$ 2,099,100

Total Bid Amount Written: TWO MILLION, NINETY NINE THOUSAND, ONE HUNDRED DOLLARS AND ZERO CENTS

1. The BIDDER hereby agrees that:

(a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame, except that the TOWN may in its sole discretion, release any Bid and return the Bid security prior to that date. Once the BIDDER has been notified that its bid has been awarded by the Town of Fort Myers Beach, within the above time frame the price proposed as submitted shall constitute the contract price and a formal contract for that amount shall be executed within the time frames established by these documents.

(b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the TOWN in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Construction Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Construction Bond shall be in the amount of one hundred percent (100%) of the accepted bid amount. The BIDDER shall, at the time the Contract is executed, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of a breach of any of the agreements of this proposal, the bid security shall be forfeited.

(c) In the event of any conflict between the Invitation to Bid and Ordinance 17-01, the provisions of the ordinance will prevail. A copy of ordinance 17-01 is available on the TOWN'S website.

FMB:003 - OFFICIAL BID FORM
(1 of 5 Pages)

FOR

ESTERO ISLAND DUNE REPAIR AND SCOUR FILL TRUCK HAUL

ITB-26-05-EN

Bids are to be submitted by

Friday, March 27, 2026 by 2:00 P.M. LOCAL TIME

to:

TOWN OF FORT MYERS BEACH
VIA DEMANDSTAR.COM

BID OPENING:

LOCATION: Town Hall
Town Hall Council Chambers
6231 Estero Blvd.
Fort Myers Beach, FL. 33931

March 27, 2026 at 2:15 P.M. LOCAL TIME

BIDDER: Earth Tech Enterprises, Inc.
(Individual or Firm Name)

FMB:003 - OFFICIAL BID FORM
(2 of 5 Pages)

March 27, 2026
(DATE)

2:00 P.M. LOCAL TIME
(TIME)

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

2. ATTENTION: BIDS WILL ONLY BE CONSIDERED FROM THOSE BIDDERS WHO HAVE OBTAINED THESE CONTRACT DOCUMENTS DIRECTLY FROM THE TOWN OR DEMANDSTAR.

3. The Undersigned, hereinafter called "BIDDER", is familiar with the local conditions, nature and extent of the work, attended the mandatory pre-bid meeting, examined carefully the sample Agreement Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, and fulfilled their requirements as well as the bonding requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of the:

ESTERO ISLAND DUNE REPAIR AND SCOUR FILL TRUCK HAUL
ITB-26-05-EN

in full accordance with the drawings and specifications prepared in accordance with the Town's advertisement for Bids, Instruction to BIDDERs, Contract and all other documents related thereto on file with TOWN, and if awarded the contract, to complete the said work within the time limits specified for the following bid price:

4. Acknowledgment is hereby made of receipt of the following Addenda issued during the bidding period.

Addendum No. #1 Dated: 3/9/26 Addendum No. #2 Dated 3/13/2026

Addendum No. #3 Dated: 3/19/2026 Addendum No. #4 Dated 3/20/2026

5. If awarded this contract, the BIDDER agrees to complete the work covered by this contract as follows:

(a) Substantially complete in 45 consecutive calendar days from date of Official Notice to Proceed.

(b) Final completion in 60 consecutive calendar days from the date of Official Notice to Proceed.

6. Neither the undersigned nor any other person, firm or corporation named herein, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the TOWN, also that no head of any department or employee therein, or any officer of Fort Myers Beach, Florida is directly interested therein.

This proposal is genuine and not collusive or a sham; the person, firm or corporation named herein has not colluded, conspired, connived or agreed directly or indirectly with any BIDDER or person, firm or corporation, to put in a sham proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the unit prices of said proposal or proposals of any other BIDDER, or to secure any advantage against the TOWN or any person, firm or corporation interested in the proposed contract; all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named herein, has directly or indirectly submitted said proposal or the contents thereto, to any association or to any member or agent thereof.

7. The below signed BIDDER agrees to comply with all applicable provisions as set forth in the Anti-Discrimination requirements included as part of the General Conditions of this document. The BIDDER further agrees to hold harmless, defend and indemnify the TOWN and its agents for any losses, including attorney's fees, incurred as a result of its failure to abide by the applicable Anti-Discrimination laws.

Matthew Price
(Name of License Holder)

CGC1532665
(State Certificate No.)

Lee County
Business Tax Receipt No. *(Specify jurisdiction)*

(State Registration No.)

In witness whereof, the BIDDER has hereunto set its signature and affixed its seal this 27TH day of MARCH, 2026

Christopher Gehring
By: Printed

By: Signature

TITLE: President

Earth Tech Enterprises, Inc.
Company Name

Christopher Gehring
Contact Person

6180 Federal Court
Mailing Address

E-mail / Contact Person
cg@earthtechenterprises.com

Fort Myers, Florida 33905
City, State, and Zip

Telephone Number
239-571-0204

ATTEST:
Secretary

(Seal)

FORT MYERS BEACH • ESTERO ISLAND

ADDENDUM TO INVITATION TO BID

ITB-26-05-EN **Addendum No.: 1**

PROJECT NAME:
Estero Island Dune Repair and Scour Truck Haul

Date of Issue: 3/9/26

Questions Received via Email

1. **In the ITB it states:** ***"1.0 TIME OF OPERATIONS The CONTRACTOR is allowed to conduct operations during the hours of 7 a.m. to 5 p.m., Monday through Sunday, no work shall be performed on weekends…"***

    - Work is permitted Monday through Friday (five days per week) only, unless prior written approval is obtained from the Town to work on weekends.

2. **Will the contractor be permitted to work in (2) accesses at the same time or must one be completed before moving to the next area?**

    - Yes, the contractor may work in one or more access points simultaneously.

3. **Once awarded will the Town consider waiting to issue a notice to proceed until submittals have been approved and work can begin or will the clock start ticking immediately? 30 calendar days is a very short timeframe and this could make the difference if the project runs over into liquidated damages or not.**

    - The Town's goal is to complete the project in a timely manner to avoid work extending into nesting season. A fully executed contract will be required before a Notice to Proceed (NTP) can be issued.

Earth Tech Enterprises, Inc. Christopher Gehring - President

Company Name and Signature

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

FORT MYERS BEACH • ESTERO ISLAND

ADDENDUM TO INVITATION TO BID

ITB-26-05-EN **Addendum No.: 2**

PROJECT NAME: Estero Island Dune Repair and Scour Truck Haul

Date of Issue: 3/13/26

Questions Received via Email

1. **Once the contract is executed will the Town consider waiting to issue a notice to proceed until submittals have been approved and the contractor can begin work? 30 calendar days without weekend work becomes 20 work days and if there are any delays out of the contractors control such as lightning shutdowns, the time frame becomes unrealistic.**

    - Within ten (10) calendar days after the Effective Date of the Agreement the awardee must submit their bond paperwork to the Town. Within fifteen (15) calendar days after the Effective Date of the Agreement, but before the Contractor starts the work at the site, a pre-construction conference must be attended by the Contractor. After which the Notice to Proceed (NTP) will be issued.

2. **Is it acceptable to upload a copy of the paper bid bond when e-bidding through Demandstar? In the bid documents, it mentions "Contacting your Surety Company to inquire if they utilize the Electronic Bid Bond form through Fort Myers Beach" Are we required to use the electronic bid bond form when submitting our bid through Demandstar?**

    - Bidders may upload a scanned copy of the paper bid bond in Demandstar. The original bond must then be mailed separately to the Town.

3. **What is the estimated cost or budget for this project?**

    - The estimated cost of this project is approximately $3 million.

4. **Could you please confirm the liquidated damages amount per calendar days associated with this project?**

    - Liquidated damages are $1,000 for each calendar day that Substantial Completion is delayed beyond contract time.

FORT MYERS BEACH • ESTERO ISLAND

Amendment to the Bid Documents

Attachment "A" is hereby amended to add the following language:

ARTICLE 19. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

19.1 The CONTRACTOR shall commence work as required by the CONTRACT DOCUMENTS and as provided in the Official Notice to Proceed.

19.2 Substantial completion shall be achieved not later than the number of days specified in the Bid Proposal, unless the period for substantial completion is extended otherwise by the CONTRACT DOCUMENTS or by written agreement of the parties.

19.3 Final completion shall be achieved not later than the number of days specified in the Bid Proposal, unless the period for final completion is extended otherwise by the CONTRACT DOCUMENTS or by written agreement of the parties.

19.4 Time is of the essence in the performance of this Contract.

Liquidated Damages:

19.5 The TOWN and CONTRACTOR recognize that time is of the essence of this agreement and that the TOWN will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding and the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that Liquidated Damages will be assessed in the amount of **$1,000.00** per day for each calendar day that is beyond the substantial and final completion dates required by the CONTRACT DOCUMENTS.

The TOWN shall have the right to deduct all damages due from the final payment request as well as retainage.

Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the TOWN estimated at the time of executing the Contract. When the TOWN reasonably believes that substantial completion will be inexcusably delayed, the TOWN shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the TOWN to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving substantial Completion, or any part thereof, for which the TOWN has withheld payment, the TOWN shall

promptly release to the CONTRACTOR those funds withheld, but no longer applicable as liquidated damages, less sums incurred by the Town resulting from CONTRACTOR's delay in achieving substantial completion.

The CONTRACTOR shall also be liable for any actual damages sustained by the TOWN after CONTRACTOR has achieved substantial completion for CONTRACTOR's failure to fully complete the Contract Documents. Actual damages may include, but not be limited to, costs related to supervision, inspection, rentals, testing, consulting fees, or lost productivity and overhead. The TOWN shall have the right to deduct all damages due from final payment request as well as retainage.

Company Name Earth Tech Enterprises, Inc.

Signature

Christopher Gehring - President

Print Name & Title

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

FORT MYERS BEACH ● ESTERO ISLAND

ADDENDUM TO INVITATION TO BID

ITB-26-05-EN **Addendum No.: 3**

PROJECT NAME: Estero Island Dune Repair and Scour Truck Haul

Date of Issue: 3/18/26

Questions Received via Email

1. **We are curious, after speaking with some of the listed approved sources, there are a few sources that are asking for an allowance on the mean grain size to 0.55mm. Please advise if this is possible.**
    - At this time, we are still requiring a mean grain size ranging from 0.3 mm to 0.4 mm.

Company Name Earth Tech Enterprises, Inc.

Signature

Print Name & Title -Christopher Gehring- President

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

FORT MYERS BEACH • ESTERO ISLAND

ADDENDUM TO INVITATION TO BID

ITB-26-05-EN **Addendum No.: 4**

PROJECT NAME: Estero Island Dune Repair and Scour Truck Haul

Date of Issue: 3/20/26

Questions Received via Email

1. **Are Davis Bacon wage rates part of this project requirements? If so, which wage determination should we use?**
    - At this time, the project is funded through FDEM. Davis-Bacon prevailing wage requirements apply only to federally funded projects. However, Davis-Bacon language is included in every solicitation as a precautionary measure in the event that federal funding is later applied. Should federal funding be awarded, the vendor will be notified and the applicable wage determination will be identified at that time.
2. **Who will handle environmental monitoring such as bird monitors for this project?**
    - The Town through contracts with Turtle Time (Sea Turtles) and Coastal Engineering Consultants (Shorebirds) will handle the sea turtle and shorebird monitoring requirements.
3. **Will Turbidity monitoring be required?**
    - No turbidity monitoring is required.
4. **Is there any requirement to have off-duty police officers to handle traffic at the entry locations?**
    - Per the technical specifications, Security and Maintenance of Traffic are the responsibility of the Contractor.

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

Company Name Earth Tech Enterprises, Inc.

Signature

Print Name & Title - Christopher Gehring- President

Town of Fort Myers Beach
bids@fmbgov.com
239-765-0202

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PRICE, MATTHEW C

EARTH TECH ENTERPRISES INC
13560 BRYNWOOD LN
FORT MYERS FL 33912

LICENSE NUMBER: CGC1532665

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/14/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

FMB:002 - SCHEDULE OF VALUES

ITEMS	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	Mobilization and Demobilization	1	LS	$ 82,775.00	$ 82,775.00
2	Construction Access and Staging	1	LS	$ 64,500.00	$ 64,500.00
3	Maintenance of Traffic	1	LS	$ 4,300.00	$ 4,300.00
4	Delivery	60,400 (Estimated)	Tons	$ 32.21	$ 1,945,484.00
5	Placement	60,400 (Estimated)	Tons	$ 8.05	$ 486,220.00
		Total			$ 2,583,279.00

Total Bid Amount
Written: two million five hundred eighty-three thousand two hundred seventy-nine dollars

1. The BIDDER hereby agrees that:

(a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame, except that the TOWN may in its sole discretion, release any Bid and return the Bid security prior to that date. Once the BIDDER has been notified that its bid has been awarded by the Town of Fort Myers Beach, within the above time frame the price proposed as submitted shall constitute the contract price and a formal contract for that amount shall be executed within the time frames established by these documents.

(b) In the event the award is made to this BIDDER, the BIDDER will enter into a formal written agreement with the TOWN in accordance with the accepted bid, will execute the contract contained within these documents, and provide a Public Construction Bond from a Surety in good standing with the Florida Department of State who is licensed to do business in Florida and acceptable to the OWNER. The Public Construction Bond shall be in the amount of one hundred percent (100%) of the accepted bid amount. The BIDDER shall, at the time the Contract is executed, submit the required Certificates of Insurance. The BIDDER further agrees that in the event of the BIDDER'S default of a breach of any of the agreements of this proposal, the bid security shall be forfeited.

(c) In the event of any conflict between the Invitation to Bid and Ordinance 17-01, the provisions of the ordinance will prevail. A copy of ordinance 17-01 is available on the TOWN'S website.

FMB:002 - SCHEDULE OF VALUES

ITEMS	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	Mobilization and Demobilization	1	LS	$350,000.00	$350,000.00
2	Construction Access and Staging	1	LS	$250,000.00	$250,000.00
3	Maintenance of Traffic	1	LS	$250,000.00	$250,000.00
4	Delivery	60,400 (Estimated)	Tons	$24.00	$1,449,600.00
5	Placement	60,400 (Estimated)	Tons	$19.00	$1,147,600.00
		Total			$3,447,200.00

Total Bid Amount
Written: THREE MILLION, FOUR HUNDRED FORTY SEVEN THOUSAND, TWO HUNDRED DOLLARS AND ZERO CENTS

1. The BIDDER hereby agrees that:

(a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame, except that the TOWN may in its sole discretion, release any Bid and return the Bid security prior to that date. Once the BIDDER has been notified that its bid has been awarded by the Town of Fort Myers Beach, within the above time frame the price proposed as submitted shall constitute the contract price and a formal contract for that amount shall be executed within the time frames established by these documents.

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(c) In the event of any conflict between the Invitation to Bid and Ordinance 17-01, the provisions of the ordinance will prevail. A copy of ordinance 17-01 is available on the TOWN'S website.

FMB:002 - SCHEDULE OF VALUES

ITEMS	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	Mobilization and Demobilization	1	LS	$152,672.10	$152,672.10
2	Construction Access and Staging	1	LS	74,668.70	74,668.70
3	Maintenance of Traffic	1	LS	$30,000	$30,000
4	Delivery	60,400 (Estimated)	Tons	$28.73	1,735,233.60
5	Placement	60,400 (Estimated)	Tons	$17.56	$1,060,867.60
		Total $3,053,442.00			

Total Bid Amount
Written: Three Million fifty three thousand four hundred forty two Dollars and zero cents

1. The BIDDER hereby agrees that:

(a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame, except that the TOWN may in its sole discretion, release any Bid and return the Bid security prior to that date. Once the BIDDER has been notified that its bid has been awarded by the Town of Fort Myers Beach, within the above time frame the price proposed as submitted shall constitute the contract price and a formal contract for that amount shall be executed within the time frames established by these documents.

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FMB:002 - SCHEDULE OF VALUES

ITEMS	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	Mobilization and Demobilization	1	LS	60,737.75	60,737.75
2	Construction Access and Staging	1	LS	182,174.29	182,174.29
3	Maintenance of Traffic	1	LS	63,422.75	63,422.75
4	Delivery	60,400 (Estimated)	Tons	27.42	1,656,168.00
5	Placement	60,400 (Estimated)	Tons	8.83	533,332.00
		Total 2,495,834.79			

Total Bid Amount

Written: TWO MILLION FOUR HUNDRED NINETY FIVE THOUSAND EIGHT HUNDRED THIRTY FOUR DOLLARS AND SEVENTY NINE CENTS

1. The BIDDER hereby agrees that:

(a) The above proposal shall remain in full force and effect for a period of 90 calendar days after the time of the opening of this proposal and it shall not be revoked, withdrawn or canceled within that time frame, except that the TOWN may in its sole discretion, release any Bid and return the Bid security prior to that date. Once the BIDDER has been notified that its bid has been awarded by the Town of Fort Myers Beach, within the above time frame the price proposed as submitted shall constitute the contract price and a formal contract for that amount shall be executed within the time frames established by these documents.

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