



Fort Myers Beach Town Council

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

Agenda

Monday, June 1, 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. PRESENTATION

- A. 2025 Consumer Confidence Report (Water)
2025 Consumer Confidence Report (Water)

VII. LOCAL ACHIEVEMENTS AND RECOGNITIONS

- A. Proclamation: Code Enforcement Officers' Week

VIII. ADVISORY COMMITTEES ITEMS / REPORTS / APPOINTMENTS

IX. APPROVAL OF MINUTES

X. CONSENT AGENDA

- A. Resolutions 26-107 through 26-111; Extension of Local Emergency - Tropical Storm Debby

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

- B. Resolutions 26-112 through 26-116; Extension of Local Emergency - Hurricane Helene

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, EXTENDING THE DECLARATION OF STATE

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

- C. Resolutions 26-117 through 26-121; Extension of Local Emergency - Hurricane Milton

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

XI. ITEMS REMOVED FROM CONSENT AGENDA

XII. PUBLIC HEARINGS

- A. Resolution 26-094, VAR20260011, 1161/1165 Estero Blvd

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE 20260011, REQUESTING FOR A VARIANCE FROM LDC SECTION 34-676(A), TO MULTIPLY THE PARKING REQUIREMENTS BY 0% AND ALLOW A 100% REDUCTION IN PARKING REQUIREMENTS WHERE A MAXIMUM PERCENTAGE OF 67% IS MULTIPLIED WITH PARKING REQUIREMENTS TO ALLOW A 33% PARKING REDUCTION BY RIGHT FOR PROPERTIES IN THE DOWNTOWN ZONING, FOR THE PROPERTY LOCATED AT 1161/1165 ESTERO BLVD, GENERALLY REFERRED TO AS STRAP NUMBER: 19-46-24-W4-0150E.0010 IN FORT MYERS BEACH; AND PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Ordinance 26-09; FP&L Meter Installation Above FEMA Required Flood Elevation

This legislative agenda item is a First Reading and Public Hearing on proposed Ordinance 26-09. If approved at First Reading, a Second Reading and Final Adoption Hearing will be scheduled for June 15, 2026 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE III DIVISION 3 SECTION 34-638 OF THE LAND DEVELOPMENT CODE CREATING A NEW EXCEPTION TO MINIMUM SETBACK REQUIREMENTS REDUCING MINIMUM SETBACKS TO ACCOMMODATE NEW FLORIDA POWER AND LIGHT REQUIREMENTS

FOR PLATFORMS TO LOCATE AND PROVIDE SERVICE TO ELEVATED ELECTRIC METERS; PROVIDING CRITERIA AND CONDITIONS FOR THE PERMITTED ELECTRIC METER EQUIPMENT AND ASSOCIATED PLATFORM, ACCESS STAIRWAYS AND RELATED STRUCTURES; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

C. Ordinance 26-08; Charter Changes

This legislative agenda item is a Second Reading and Final Public Hearing on proposed Ordinance 26-08.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, PROPOSING AMENDMENTS THE FORT MYERS BEACH TOWN CHARTER; PROPOSING CHARTER AMENDMENTS 1) MANDATING ORDINANCES REQUIRING DISCLOSURE IN QUASI-JUDICIAL HEARINGS, AND PROHIBITING UNLAWFUL GIFTS; 2) REVISING THE TOWN COUNCIL COMPENSATION PROCESS; 3) REVISING THE TERM OF TOWN COUNCIL SEATS FILLED BY APPOINTMENT; 4) CLARIFYING THE SERVICE OF THE INTERIM MAYOR; 5) CLARIFYING THE QUALIFYING PERIOD FOR TOWN COUNCIL CANDIDATES; AND 6) PROVIDING FOR THE USE OF THE LEE COUNTY CANVASSING BOARD; PROVIDING FOR REFERENDA ON THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR BALLOT TITLES AND BALLOT SUMMARIES FOR SUCH REFERENDA; PROVIDING FOR DIRECTION TO THE TOWN CLERK AND COORDINATION WITH THE LEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR FILING THE REVISED CHARTER WITH THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

XIII. ADMINISTRATIVE AGENDA

A. FY26/27 Budget Hearing Dates
Continued from May 18, 2026

Asking Town Council to set a date and time for the September 2026 budget hearing dates.

B. Special Event: Fort Myers Beach Festival of the Arts

Approval of a Special Event for the Fort Myers Beach Festival of the Arts to be held on January 23 and January 24, 2027, at Times Square, Fort Myers Beach, from 6:00 AM to 8:00 PM, as requested by Danielle Lynch of Blue Ribbon Events, including setup, event operations, and breakdown, approximately 40 to 60 artist and vendor booths featuring fine art, handmade goods, artisan crafts, boutique merchandise, artist demonstrations, possible bottled alcohol sales, and community art activities, along with portable restroom facilities and event support amenities, subject to further approval by the Fort Myers Beach Fire Control District and the Lee County Sheriff's Office.

- C. Special Event: Holly Jolly Market
Approval of a Special Event for the Holly Jolly Market to be held on December 19 and December 20, 2026, at Times Square, Fort Myers Beach, from 6:00 AM to 8:00 PM, as requested by Danielle Lynch of Blue Ribbon Events, including approximately 40 to 60 artist and vendor booths featuring handmade goods, holiday gifts, art, fine crafts, boutique merchandise, and bottled alcohol sales, along with portable restroom facilities and event support amenities, subject to further approval by the Fort Myers Beach Fire Control District and the Lee County Sheriff's Office.
- D. Special Event: Mermaid Fest
Approval of a Special Event for Mermaid Fest to be held on April 17 and April 18, 2027, at Times Square, Fort Myers Beach, from 6:00 AM to 8:00 PM, as requested by Danielle Lynch of Blue Ribbon Events, including setup, event operations, and breakdown, approximately 40 to 60 artist and vendor booths featuring nature and Florida-themed art, handmade goods, educational nonprofit participation, environmental awareness activities, wellness demonstrations, the Mermaid Contest with cash awards, and related event support amenities, along with portable restroom facilities, subject to further approval by the Fort Myers Beach Fire Control District and the Lee County Sheriff's Office.
- E. Resolution 26-106; Quitclaim Deed to the Johnsons
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE CONVEYANCE OF CERTAIN REAL PROPERTY BY QUITCLAIM DEED TO CHRISTOPHER LEE JOHNSON AND MARY SUSAN JOHNSON; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID QUITCLAIM DEED; AUTHORIZING ALL APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY ACTIONS TO EFFECTUATE THE CONVEYANCE; AND PROVIDING AN EFFECTIVE DATE.
- F. Resolution 26-124; Mayor Execute Mod#2 of FDEM Contract D1502
A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, DELEGATING AUTHORITY TO THE MAYOR TO EXECUTE MODIFICATION #2 TO SUBGRANT AGREEMENT CONTRACT NUMBER 1502 BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND TOWN OF FORT MYERS BEACH TO EXTEND CONTRACT NUMBER 1502 TO DECEMBER 31, 2026; AND PROVIDING AN EFFECTIVE DATE.
- G. Resolution 26-125; Florida Forest Service Technical Assistance Grant
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING THE PROPOSAL FROM NATURAL RESOURCE PLANNING SERVICES, INC. DBA LEGACY ARBORIST SERVICES TO CREATE A TREE CANOPY ANALYSIS, TREE INVENTORY AND URBAN FORESTRY MANAGEMENT PLAN TO BE

PAID FOR BY FLORIDA FORESTRY SERVICE WITH A IN-KIND MATCH FROM THE TOWN USING GRANT FUNDS FROM THE FDEM LAP D1502; AUTHORIZING THE MAYOR TO SIGN THE ACCEPTANCE OF THE PROPOSAL; AND PROVIDING FOR AN EFFECTIVE DATE.

- H. Resolution 26-122, STA#12, Carlos Circle Drainage, Tetra Tech
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR HIS DESIGNEE TO APPROVE SUPPLEMENTAL TASK AUTHORITY (STA) NO. 12 IN THE AMOUNT OF \$92,840 WITH TETRA TECH UNDER RFQ-22-25-AD FOR CARLOS CIRCLE DRAINAGE IMPROVEMENTS FOR UTILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.
- I. Resolution 26-098; Lien Reduction Request CE Case No. 20240994
Rescheduled to June 1, 2026 (from 5/18) at the request of Himmelstein Associates, LLC.

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH REDUCING / NOT REDUCING THE AMOUNT OF THE LIEN DUE AND OWING THE TOWN FROM TO \$16,250.00 PLUS \$250.00 IN ADMINISTRATIVE COSTS FOR A TOTAL OF \$16,500.00 TO ZERO AS REQUESTED BY HIMMELSTEIN ASSOCIATES, LLC, FOR A VIOLATION OF KEEPING OR MAINTAINING A NON-COMPLIANT STRUCTURE(S) AND/OR SHIPPING CONTAINER ON THE PROPERTY, WHICH WAS NOT BUILT TO CURRENT FLOOD DESIGN CODES IN A SPECIAL HAZARD AREA IN SECTION 6-494 OF THE FMB CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

XIV. FINAL PUBLIC COMMENT

XV. TOWN MANAGER'S ITEMS

XVI. TOWN ATTORNEY'S ITEMS

XVII. COUNCILMEMBERS ITEMS AND REPORTS

XVIII. 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.



Fort Myers Beach, Florida 🌞 2026

ANNUAL WATER QUALITY REPORT 2025

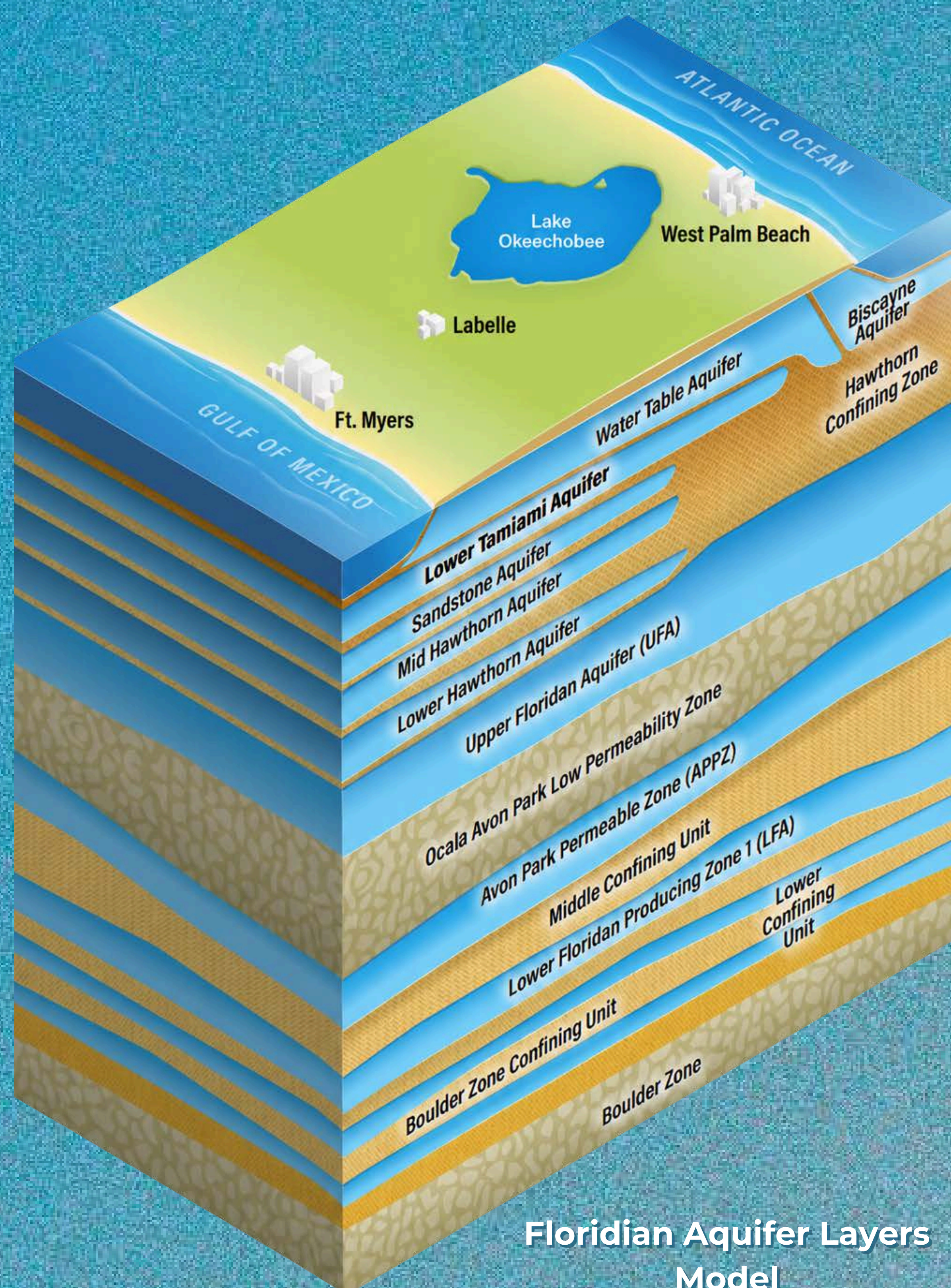
INTRODUCTION

We are pleased to present to you this year's Annual Water Quality Report. This report is designed to inform you about the quality water and services we deliver to you every day.

Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water.

Our water source is purchased from Lee County Utilities. The Green Meadows Treatment Plant treats groundwater obtained from the **Sandstone, Surficial, and Lower Hawthorn aquifers** from the Green Meadows wellfield.

This water is treated with reverse osmosis and ion exchange. This water is then blended with water from the Corkscrew Water Treatment Plant. Corkscrew Treatment Plant treats groundwater obtained from the Sandstone, Surficial, and Lower Hawthorn aquifers from the Corkscrew wellfield. This water is lime softened, chlorinated for disinfection. This water is blended with water from the Green Meadows Treatment Plant.



Floridian Aquifer Layers
Model

BACKGROUND INFORMATION

In 2025 the Florida Department of Environmental Protection performed a Source Water Assessment for Lee County Utilities. The assessment results are available on the FDEP Source Water Assessment and Protection Program website at <https://prodapps.dep.state.fl.us/swapp/> or they can be obtained from Andrea Browning, (239) 533-3137 or abrowning@leegov.com.

If you have any questions about this report or concerning your water utility, please contact The Fort Myers Beach (FMB) Utilities Department at (239) 463-9914. FMB Utilities Department encourages the Town’s valued customers to be informed about their water utility. To learn more, please feel free to attend regularly scheduled Town Council meetings which are normally held on the first and third Mondays of the month at Town Hall, 6231 Estero Blvd. Check the Town’s website for times at www.fmbgov.com.

The Town of Fort Myers Beach routinely monitors for contaminants in your drinking water according to federal and state laws, rules, and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of Jan. 1 to Dec. 31, 2025. Data obtained before Jan. 1, 2025, and presented in this report is from the most recent testing done in accordance with the laws, rules, and regulations.

In the table below, you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Maximum Contaminant Level or MCL:

The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal or MCLG:

The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Locational Running Annual Average (LRAA):

The average of sample analytical results for samples taken at a particular monitoring location during the previous four calendar quarters.

Million fibers per liter (MFL):

Measure of the presence of asbestos fibers that are longer than 10 micrometers.

Millirem per year (mrem/yr):

Measure of radiation absorbed by the body.

‘**ND**’ means not detected and indicates that the substance was not found by laboratory analysis.

Parts per billion (ppb) or micrograms per liter (µg/l):

One part by weight of analyte to 1 billion parts by weight of the water sample.

Parts per million (ppm) or milligrams per liter (mg/l):

One part by weight of analyte to 1 million parts by weight of the water sample.

Parts per quadrillion (ppq) or picograms per liter (picograms/l):

One part by weight of analyte to 1 quadrillion parts by weight of the water sample.

Parts per trillion (ppt) or nanograms per liter (nanograms/l):

One part by weight of analyte to 1 trillion parts by weight of the water sample.

Picocurie per liter (pCi/L):

Measure of the radioactivity in water.

TEST RESULTS

Radioactive Contaminants				Corkscrew			Green Meadows			
Contaminant and Unit of Measurement	MCL Violation Y/N	MCLG	MCL	Sample Date (mo/yr)	Level Detected	Range of Results	Sample Date (mo/yr)	Level Detected	Range of Results	Likely Source of Contamination
Alpha Emitters (pCi/L)	N	0	15	10/2020	1.6		10/2020	1		Erosion of natural deposits
Radium 226 + 228 or combined radium (pCi/L)	N	0	5	10/2020	1.3		10/2020	1.9		Erosion of natural deposits

Inorganic Contaminants				Corkscrew			Green Meadows			
Contaminant and Unit of Measurement	MCL Violation Y/N	MCLG	MCL	Sample Date (mo/yr)	Level Detected	Range of Results	Sample Date (mo/yr)	Level Detected	Range of Results	Likely Source of Contamination
Arsenic (ppm)	N	0	10	03/2023	0.0011		N/A	N/A	N/A	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium (ppm)	N	2	2	03/2023	0.00609		03/2023	0.0015		Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Cyanide (ppb)	N	200	200	03/2023	4.5		03/2023	4.1		Discharge from steel/metal factories; discharge from plastic and fertilizer factories
Fluoride (ppm)	N	4	4	01/2025 - 02/2025	0.65	0.21-0.65	01/2025-02/2025	0.71	0.13-0.71	Erosion of natural deposits; discharge from fertilizer and aluminum factories. Water additive which promotes strong teeth when at the optimum level of 0.7 ppm
Nitrate (ppm)	N	10	10	03/2023	0.013		03/2025	0.013	N/A	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Nitrite (ppm)	N	1	1	03/2023	0.014		03/2025	0.009		Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Selenium (ppm)	N	50	50	03/2023	0.00119		03/2025	0.000901		Discharge from petroleum and metal refineries; erosion of natural deposits; discharge from mines
Sodium (ppm)	N	N/A	160	03/2023	66.1		03/2025	36.7		Saltwater intrusion, leaching from soil

Stage 1 Disinfectants & Disinfection By-Products				Town of Fort Myers Beach			
Contaminant and Unit of Measurement	MCL Violation Y/N	MCLG	MCL	Sample Date (mo/yr)	Level Detected	Range of Results	Likely Source of Contamination
Chlorine and Chloramines (ppm)	N	4	4	1/2025-12/2025	3.5	.9-4.2	Water additive used to control microbes

***-LCU performed a free chlorine flush from May 1st to May 21st. The results shown include both chloramine and chlorine results.**

Stage 2 Disinfectants & Disinfection By-Products				Town of Fort Myers Beach			
Contaminant and Unit of Measurement	MCL Violation Y/N	MCLG	MCL	Sample Date (mo/yr)	Level Detected	Range of Results	Likely Source of Contamination
Haloacetic Acids (HAA5) (ppb)	N	N/A	60	01/2025, 04/2025, 07/2025, 10/2025	14.98	10-20.2	By-product of drinking water disinfection
Total Trihalomethanes (TTHM) (ppb)	N	N/A	80	01/2025, 04/2025, 07/2025, 10/2025	20.43	16-23.7	By-product of drinking water disinfection

Lead and Copper (Tap Water)				Town of Fort Myers Beach			
Contaminant and Unit of Measurement	Dates of Sampling (mo/yr)	AL Exceeded (Y/N)	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination
Copper (tap water) (ppm)	09/2024	N	0.14	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives
Lead (tap water) (ppb)	09/2024	Y	5.2	2	0	15	Corrosion of household plumbing systems; erosion of natural deposits

Unregulated Contaminant Monitoring Rule (UCMR 4)			
Contaminant and Unit of Measurement	Dates of sampling (mo/yr)	Level Detected (average)	Range of Results
Perfluorooctanesulfonic Acid (ppt)	01/23, 08/23	4.85	3.8 – 5.9

ADDITIONAL HEALTH INFORMATION

Lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Town of Fort Myers Beach is responsible for providing high quality drinking water and removing lead pipes but cannot control the variety of materials used in plumbing components in your home.

You share the responsibility for protecting yourself and your family from the lead in your home plumbing. You can take responsibility by identifying and removing lead materials within your home plumbing and taking steps to reduce your family's risk. Before drinking tap water, flush your pipes for several minutes by running your tap, taking a shower, doing laundry or a load of dishes.

You can also use a filter certified by an American National Standards Institute accredited certifier to reduce lead in drinking water. If you are concerned about lead in your water and wish to have your water tested, contact FMB Utilities Department at (239) 463-9914. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available at <http://www.epa.gov/safewater/lead>.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

- (A) **Microbial contaminants**, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- (B) **Inorganic contaminants**, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining or farming.
- (C) **Pesticides and herbicides**, which may come from a variety of sources such as agriculture, urban stormwater runoff and residential uses.
- (D) **Organic chemical contaminants**, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- (E) **Radioactive contaminants**, which can be naturally occurring or be the result of oil and gas production and mining activities.

To ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The U.S. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. U.S. Environmental Protection Agency/Center for Disease Control guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbiological contaminants are available from the Safe Drinking Water Hotline (800-426-4791)

Please DO NOT FLUSH your unused/unwanted medications down toilets or sink drains. More information is available at <https://floridadep.gov/waste/waste/documents/how-dispose-unused-medicines>.

We at the Town of Fort Myers Beach would like you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water. If you have any questions or concerns about the information provided, please feel free to call any of the numbers listed.

TOWN OF FORT MYERS BEACH

Proclamation

Whereas, Code Enforcement Officers provide for the safety, health and welfare of the citizens of their communities through the enforcement of building, zoning, housing, fire safety, environmental, and other codes and ordinance; and

Whereas, Code Enforcement Officers play a vital role in protecting lives, improving neighborhoods, and enhancing the quality of life within the community; and

Whereas, assisted by support and program staff, Code Enforcement Officers strive each day to provide quality customer service and achieve compliance for the betterment of the community; and

Whereas, Code Enforcement Officers are dedicated, highly trained public servants who take pride in serving their department and local government; and

Whereas, the Town of Fort Myers Beach Emergency Services Division's Code Enforcement Officers are committed to elevating the quality of life for our neighborhoods by enforcing non-criminal town ordinances, codes, and regulations; and

Whereas, the Florida Association of Code Enforcement (F.A.C.E.) annually designates the first week of June as Code Enforcement Officer Week to recognize the valuable contributions of Code Enforcement Officers throughout the State of Florida;

NOW, THEREFORE, BE IT PROCLAIMED by the Town Council of the Town of Fort Myers Beach, Florida, that the week of June 1 through June 7, 2026, is hereby recognized as

Code Enforcement Officers Week

Given under my hand and the seal of the office of the Mayor this 1st of June 2026.

Dan Allers, Mayor

1. **Request:**

Meeting Date: June 1, 2026

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

Why the action is necessary:

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

What the action accomplishes:

Continues the Local State of Emergency issued for Tropical Storm Debby

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Lizzette Roman, Town Clerk
Administrative Coordinator

5. **Background:**

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

Attachments:

1. 26-107, Extension of Local Emergency - Debby 06.02.26 - 06.08.26
2. 26-108, Extension of Local Emergency - Debby 06.09.26 - 06.15.26
3. 26-109, Extension of Local Emergency - Debby 06.16.26 - 06.22.26
4. 26-110, Extension of Local Emergency - Debby 06.23.26 - 06.29.26
5. 26-111, Extension of Local Emergency - Debby 06.30.26 - 07.06.26

Financial Impact:

Expenditures related to response and recovery efforts for Tropical Storm Debby have been incurred and are being tracked under applicable emergency and storm-related accounts. The Town anticipates seeking reimbursement through eligible state and federal disaster assistance programs, including FEMA, as applicable.

6. **Alternative Action**

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

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

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

Created/Initiated - 5/21/2026
Approved - 5/22/2026
Approved - 5/24/2026
Final Approval - 5/26/2026

RESOLUTION NUMBER 26-107

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

RESOLUTION NUMBER 26-108

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

RESOLUTION NUMBER 26-109

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

RESOLUTION NUMBER 26-110

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

RESOLUTION NUMBER 26-111

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

1. **Request:**

Meeting Date: June 1, 2026

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

Why the action is necessary:

Keeps the Local State of Emergency in effect for Hurricane Helene

What the action accomplishes:

Continues the Local State of Emergency issued for Hurricane Helene

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Lizzette Roman, Town Clerk
Administrative Coordinator

5. **Background:**

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

Attachments:

1. 26-112, Extension of Local Emergency - Helene 06.02.26 - 06.08.26
2. 26-113, Extension of Local Emergency - Helene 06.09.26 - 06.15.26
3. 26-114, Extension of Local Emergency - Helene 06.16.26 - 06.22.26
4. 26-115, Extension of Local Emergency - Helene 06.23.26 - 06.29.26
5. 26-116, Extension of Local Emergency - Helene 06.30.26 - 07.06.26

Financial Impact:

Expenditures related to response and recovery efforts for Hurricane Helene have been incurred and are being tracked under applicable emergency and storm-related accounts. The Town anticipates seeking reimbursement through eligible state and federal disaster assistance programs, including FEMA, as applicable.

6. **Alternative Action**

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

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

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

Created/Initiated - 5/21/2026
Approved - 5/24/2026
Approved - 5/26/2026

RESOLUTION NUMBER 26-112

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

RESOLUTION NUMBER 26-113

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

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

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

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

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

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

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

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

2. All existing laws, ordinances, and rules inconsistent with the provisions of Sections 252.31 to Section 252.905, Florida Statutes, inclusive, or inconsistent with any rule or order specifically promulgated under this resolution shall be suspended during this period of time and to the extent that such conflict exists.
3. The Town Manager may suspend, toll or extend the time requirements, notice requirements and deadlines for final action on applications for permits, licenses, rates and other approvals under the Town of Fort Myers Beach Code of Ordinances, to the extent necessary to accommodate the emergency.
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 - Rental of equipment;
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5. The Town Manager shall follow FEMA guidelines in procuring services, materials, labor and equipment necessary to respond to the emergency, including recovery efforts. The Town Manager shall abide by the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements” for federal awards, codified at 2 C.F.R. §§200.317 through 200.326.
6. Pursuant to Section 12-23, of the Code of the Town of Fort Myers Beach, in addition to any other powers conferred by law, the town manager or designees shall have the power and authority to order and promulgate all or any of the following emergency measures to be effective during the period of such emergency in whole or in part, with such limitation and conditions as the town manager or designees may deem appropriate to protect the town's health, safety and welfare, and/or waive the procedures and formalities otherwise required of the town by law pertaining to these measures:
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 - (c) To establish, as necessary, primary and secondary emergency operating centers to provide continuity of government and direction and control of emergency operations.
 - (d) To assign and make available for duty the offices and agencies of the town, including the employees, property, or equipment thereof relating to health, medical and related services, transportation, construction, and similar items or services for emergency operation purposes, for deployment within or outside the limits of the town.
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7. Pursuant to Sec. 12-24, "Prohibitions during state of emergency", of the Code of the Town of Fort Myers Beach, whenever a state of local emergency has been declared, and until such state of local emergency is terminated, the following prohibitions shall apply throughout the town, unless and until the same shall be waived or modified by a quorum of the town council at a general, special or emergency meeting:
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SECTION 5. Direction to Implement. The Town Manager is directed to implement this Resolution.

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

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

ADOPTED this ____ day of June 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: _____.

RESOLUTION NUMBER 26-114

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

RESOLUTION NUMBER 26-115

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

RESOLUTION NUMBER 26-116

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

1. **Request:**

Meeting Date: June 1, 2026

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

Why the action is necessary:

Keeps the Local State of Emergency in effect for Hurricane Milton

What the action accomplishes:

Continues the Local State of Emergency issued for Hurricane Milton

2. **Agenda:**

CONSENT AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Lizzette Roman, Town Clerk
Administrative Coordinator

5. **Background:**

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

Attachments:

1. 26-117, Extension of Local Emergency - Milton 06.02.26 - 06.08.26
2. 26-118, Extension of Local Emergency - Milton 06.09.26 - 06.15.26
3. 26-119, Extension of Local Emergency - Milton 06.16.26 - 06.22.26
4. 26-120, Extension of Local Emergency - Milton 06.23.26 - 06.29.26
5. 26-121, Extension of Local Emergency - Milton 06.30.26 - 07.06.26

Financial Impact:

Expenditures related to response and recovery efforts for Hurricane Milton have been incurred and are being tracked under applicable emergency and storm-related accounts. The Town anticipates seeking reimbursement through eligible state and federal disaster assistance programs, including FEMA, as applicable.

6. **Alternative Action**

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

7. **Management Recommendations:**

Approve

8. **Recommended Approval:**

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

Created/Initiated - 5/21/2026
Approved - 5/24/2026
Approved - 5/26/2026
Final Approval - 5/26/2026

RESOLUTION NUMBER 26-117

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

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

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

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

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

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

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

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

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

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

RESOLUTION NUMBER 26-118

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

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

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

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

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

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

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

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

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

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

RESOLUTION NUMBER 26-119

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

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

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

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

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

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

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

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

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

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

RESOLUTION NUMBER 26-120

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

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

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

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

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

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

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

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

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

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

RESOLUTION NUMBER 26-121

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

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

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

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

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

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

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

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

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

(b) To appoint, employ, remove, or provide (with or without compensation) rescue teams, coordinators, other emergency management workers and other permanent or temporary workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this ____ day of June 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: _____.

1. **Request:**

Meeting Date: June 1, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE 20260011, REQUESTING FOR A VARIANCE FROM LDC SECTION 34-676(A), TO MULTIPLY THE PARKING REQUIREMENTS BY 0% AND ALLOW A 100% REDUCTION IN PARKING REQUIREMENTS WHERE A MAXIMUM PERCENTAGE OF 67% IS MULTIPLIED WITH PARKING REQUIREMENTS TO ALLOW A 33% PARKING REDUCTION BY RIGHT FOR PROPERTIES IN THE DOWNTOWN ZONING, FOR THE PROPERTY LOCATED AT 1161/1165 ESTERO BLVD, GENERALLY REFERRED TO AS STRAP NUMBER: 19-46-24-W4-0150E.0010 IN FORT MYERS BEACH; AND PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

Town Council takes into account the LPA recommendations.

What the action accomplishes:

Town Council takes into account the LPA recommendations.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Jason Green, Community
Development Services

5. **Background:**

John W. Richard, on behalf of Richard John W. TR, the owner of 1161/1165 Estero Blvd, is requesting a variance from LDC Section 34-676(a), to multiply the parking requirements by 0% and allow a 100% reduction in parking requirements where a maximum percentage of 67% is multiplied with parking requirements to allow a 33% parking reduction by right for properties in the Downtown zoning district.

The subject property is an irregularly shaped parcel located at the northeast corner of Estero Boulevard and Crescent Street, both of which are identified as primary streets within the Town's Land Development Code. The property currently supports a mixed-use development with approximately 2,700 square feet of ground-floor retail and three residential rental units on the second level. The site currently provides four on-site parking spaces, including one ADA parking space, and maintains a joint parking agreement for three additional spaces with a nearby property located at 150 Crescent Street.

The applicant is seeking relief due to existing site constraints and operational safety concerns. The current parking configuration requires vehicles to back out of the site directly into the intersection of Estero Boulevard and Crescent Street. Due to limited site depth, approximately 6.5 feet of the backing maneuver occurs within the Town's right-of-way, creating a conflict between vehicular movements and intersection traffic. Therefore, the applicant is requesting a variance from LDC Section 34-676(a), to multiply the parking requirements by 0% to allow a 100% reduction in parking requirements. Approval of this request will allow the Applicant to remove the existing parking and replace it with pedestrian-oriented improvements including outdoor patio or seating areas.

During the LPA hearing on April 21, the LPA voted 5-0 to recommend denial of the variance request from LDC Section 34-676(a), to multiply the parking requirements by 0% and allow a 100% reduction in parking requirements where a maximum percentage of 67% is multiplied with parking requirements to allow a 33% parking reduction by right for properties in the Downtown zoning district. The LPA unanimously recommended denial, finding that the request does not meet the requirements of LDC Section 34-87, and that the requested

variance is not the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulation in question to his property.

Attachments:

1. Revised TC Resolution 26-094, 1161-1165 Estero Blvd (1)
2. Exhibit A- Survey
3. Exhibit B- Existing Parking Agreement
4. Staff report

Financial Impact:

Unknown

6. Alternative Action

Approve/ Approve with conditions

7. Management Recommendations:

The staff recommends **DENIAL** for the variance request VAR20260011, to multiply the parking requirements by 0% and allow a 100% reduction in parking requirements for the property located at 1161/1165 Estero Blvd.

During the LPA hearing on April 21, the LPA voted 5-0 to recommend denial of the variance request from LDC Section 34-676(a), to multiply the parking requirements by 0% and allow a 100% reduction in parking requirements where a maximum percentage of 67% is multiplied with parking requirements to allow a 33% parking reduction by right for properties in the Downtown zoning district. The LPA unanimously recommended denial, finding that the request does not meet the requirements of LDC Section 34-87, and that the requested variance is not the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulation in question to his property.

8. Recommended Approval:

Sakshi Goel, Sr. Land Planner
Frankie Kropacek, Community Development Director
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 4/28/2026
Approved - 4/28/2026
Approved - 5/8/2026
Approved - 5/11/2026
Approved - 5/20/2026
Final Approval - 5/20/2026

TOWN COUNCIL RESOLUTION 26-094

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH APPROVING/ APPROVING WITH CONDITIONS/ DENYING VARIANCE 20260011, REQUESTING FOR A VARIANCE FROM LDC SECTION 34-676(A), TO MULTIPLY THE PARKING REQUIREMENTS BY 0% AND ALLOW A 100% REDUCTION IN PARKING REQUIREMENTS WHERE A MAXIMUM PERCENTAGE OF 67% IS MULTIPLIED WITH PARKING REQUIREMENTS TO ALLOW A 33% PARKING REDUCTION BY RIGHT FOR PROPERTIES IN THE DOWNTOWN ZONING, FOR THE PROPERTY LOCATED AT 1161/1165 ESTERO BLVD, GENERALLY REFERRED TO AS STRAP NUMBER: 19-46-24-W4-0150E.0010 IN FORT MYERS BEACH; AND PROVIDING FOR OTHER CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, John W. Richard, as trustee of the John W. Richard Trust, is the owner and Applicant regarding the real property located at 1161/1165 Estero Blvd, Fort Myers Beach, Florida (hereinafter "Subject Property"); and

WHEREAS, the STRAP for the Subject Property is 19-46-24-W4-0150E.0010; and

WHEREAS, the Subject Property is within the Pedestrian Commercial Future Land Use Map category according to the Town of Fort Myers Beach Comprehensive Plan; and

WHEREAS, the Subject Property is located in the Downtown zoning district; and

WHEREAS, the Subject Property is an irregularly shaped parcel located at the northeast corner of Estero Boulevard and Crescent Street, both of which are identified as primary streets within the Town's Land Development Code; and

WHEREAS, the Subject Property currently supports a mixed-use development with approximately 2,700 square feet of ground-floor retail and three residential rental units on the second level; and

WHEREAS, the Subject Property currently provides four on-site parking spaces, including one accessible parking space, and maintains a joint parking agreement for three additional spaces with a nearby property located at 150 Crescent Street; and

WHEREAS, LDC Section 34-676(a), allows parking requirements to be multiplied by 67% to allow a 33% parking reduction for developments in the Downtown zoning district; and

WHEREAS, the current parking configuration requires vehicles to back out of the site directly into the intersection of Estero Boulevard and Crescent Street. Due to limited site depth, approximately 6.5 feet of the backing maneuver occurs within the public right-of-way; and

WHEREAS, the Applicant is requesting a variance from LDC Section 34-676(a), to multiply the parking requirements by 0% and allow a 100% parking reduction; and

WHEREAS, a public hearing on this matter was legally noticed and held before the Local Planning Agency (LPA) on April 21, 2026, and at said hearing, the LPA gave full and complete consideration to the request of Applicant, recommendations of staff, the documents in the file, and the testimony of all interested persons, as required by Section 34-87 of the LDC and voted 5 to 0 to unanimously recommend denial of the variance request based on a finding that the request does not meet the requirements of LDC Section 34-87, and that the requested variance is not the minimum variance that will relieve the Applicant of an unreasonable burden caused by the application of the regulation in question to his property; and

WHEREAS, on June 01, 2026, the Town Council held a duly noticed public hearing to fully consider the request of the Applicant, the recommendations of Town staff and the LPA, the documents in the record, and testimony of all interested persons as required by Section 34-87 of the LDC; and

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

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

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

Section 2. The Town Council determines the Applicant did/ did not meet their burden of proof that the requested Variance does/ does not meet the requirements of the Town Comprehensive Plan and LDC, and approving the Variance is/ is not in the best interest of the Town. Therefore, based upon the recommendations, testimony, and evidence presented by the Applicant, Town staff, and interested parties and public, the Town Council **APPROVES/ APPROVES WITH CONDITIONS/ DENIES** the variance request from LDC Section 34-676(A), to multiply the parking requirements by 0% and allow a 100% reduction in parking requirements where a maximum percentage of 67% is multiplied with parking requirements to allow a 33% parking reduction by right for properties in the Downtown zoning district.

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

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

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

- A. Approval of this variance does not give the Applicant a vested right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
- B. All existing on-site parking with backing movements into Estero Boulevard and Crescent Street shall be permanently eliminated. The former parking area shall be converted into a pedestrian-oriented space consistent with Downtown design standards.
- C. Enhanced landscaping, including building edge planting and perimeter landscaping, shall be provided along Estero Boulevard.
- D. No vehicular access shall be permitted from Estero Boulevard, and any future access shall comply with LDC Section 34-676(d).
- E. Any future change in use or increase in intensity shall require reevaluation for parking compliance.

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

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

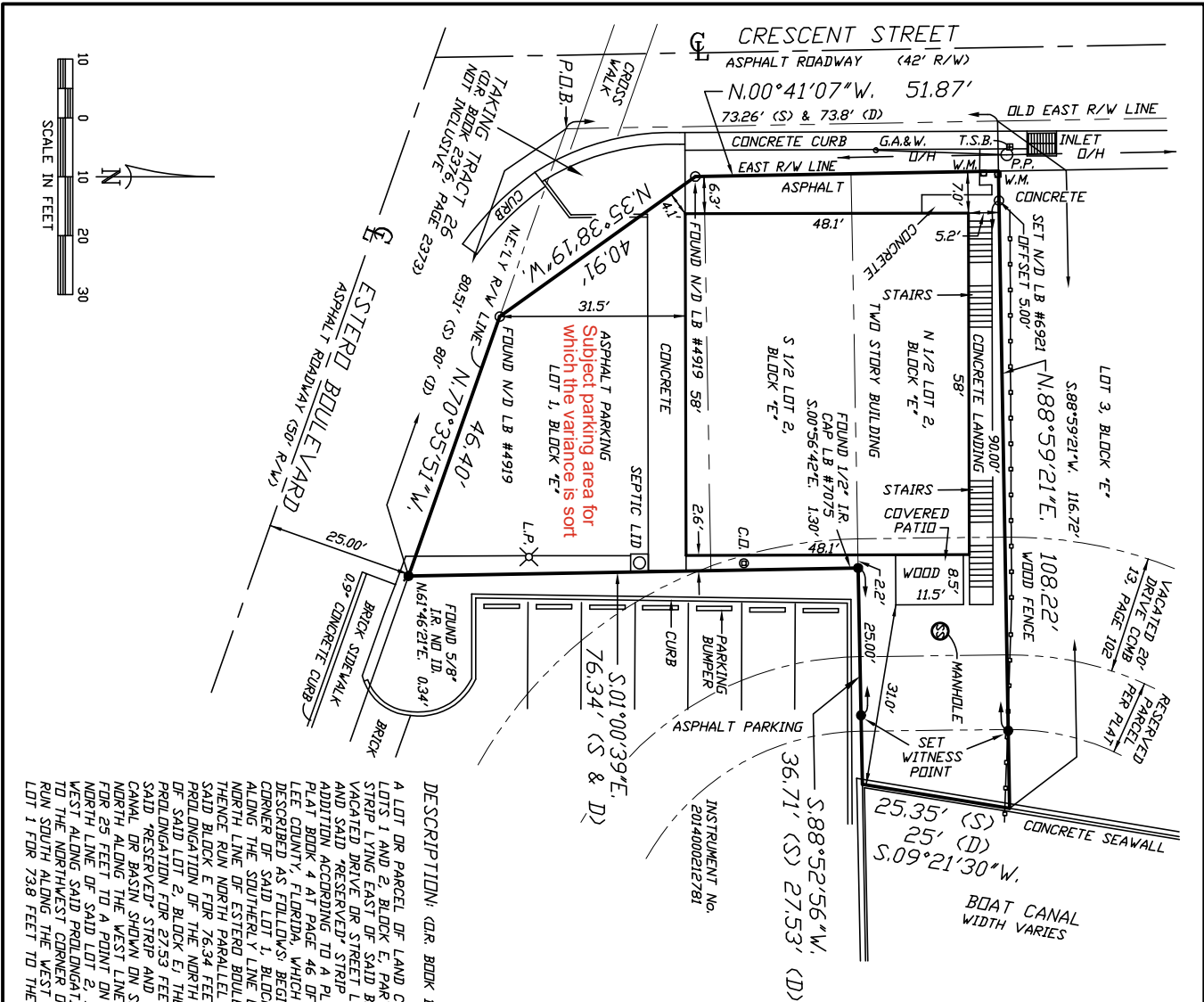
This Resolution was filed in the Office of the Town Clerk on this ____ day of _____, 2026.

EXHIBITS

Exhibit A: Survey

Exhibit B: Existing Parking Agreement

AS-BUILT SURVEY OF
PART OF LOTS 1 AND 2, BLOCK E AND
PART OF VACATED DRIVE AND PART OF
RESERVED STRIP, CRESCENT PARK ADDITION
LESS RIGHT-OF-WAY TAKING TRACT 26
O.R. BOOK 2376, PAGE 2373 AND
O.R. BOOK 2353, PAGE 3036
SECTION 19, TOWNSHIP 46 SOUTH, RANGE 24 EAST
(PLAT BOOK 4, PAGE 46)
LEE COUNTY, FLORIDA



DESCRIPTION: (OR BOOK 1889, PAGE 3536)

A LOT OR PARCEL OF LAND COMPRISED OF PART OF LOTS 1 AND 2, BLOCK E, PART OF THE RESERVED-STRIP LYING EAST OF SAID BLOCK E, AND PART OF THE VACATED DRIVE OR STREET LYING BETWEEN SAID LOTS AND SAID "RESERVED" STRIP IN CRESCENT PARK ADDITION ACCORDING TO A PLAT THEREOF RECORDED IN LEE COUNTY, FLORIDA, WHICH PARCEL OR STRIP IS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK E, RUN SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT 1 AND THE NORTH LINE OF ESTERD BOULEVARD FOR 80 FEET; THENCE RUN NORTH PARALLEL WITH THE WEST LINE OF SAID BLOCK E FOR 76.34 FEET TO A POINT ON A PROLONGATION OF THE NORTH LINE OF THE SOUTH HALF OF SAID LOT 2, BLOCK E; THENCE RUN EAST ALONG SAID PROLONGATION FOR 27.53 FEET TO THE EAST LINE OF SAID SAID RESERVED STRIP ON SAID PLAT; THENCE RUN NORTH ALONG THE WEST LINE OF SAID CANAL OR BASIN FOR 25 FEET TO A POINT ON A PROLONGATION OF THE NORTH LINE OF SAID LOT 2, BLOCK E; THENCE RUN NORTH ALONG SAID PROLONGATION AND SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID LOT 2 AND LOT 1 FOR 73.8 FEET TO THE POINT OF BEGINNING.

- LEGEND:**
- SET #4 IRON ROD (CAP LS #6515)
 - FOUND IRON ROD (C.R.)
 - CONCRETE MONUMENT (C.M.)
 - NEELY NORTHEASTERLY
 - COMB COUNTY COMMISSIONERS MINUTE BOOK
 - P.U.E. PUBLIC UTILITY EASEMENT
 - D.R. DRAINAGE EASEMENT
 - DIR. OFFICIAL RECORDS BOOK
 - (NS) AS PER SURVEY
 - (NS) AS MEASURED
 - (NS) AS PER PLAT
 - (NS) AS PER FIELD
 - (NS) CURVE NUMBER
 - (NS) RIGHT-OF-WAY
 - 6. CENTERLINE
- R.W.B. RECLAIM WATER BOX
W.M. WATER METER
W.V. WATER VALVE
F.H. FIRE HYDRANT
D/H DIVERHEAD POWER
P.P. POWER POLE
G.A.W. GUY ANCHOR & WIRE
E.B. ELECTRIC BOX
T.S.B. TELEPHONE SERVICE BOX
N.D. NAIL & DISK
ELEV. ELEVATION
B.M. BENCHMARK
A/C TYPICAL ELEVATION
CONCRETE AIR CONDITIONER

- SURVEY NOTES:**
1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ESTERD BOULEVARD, AS BEING N.70°39'51"W.
 2. FIELD NOTES IN CRESCENT PARK
 3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD
 4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
 5. THIS SURVEY DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
 6. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
 7. THIS MAP/PLAT IS CONSIDERED SIGNED USING A DIGITAL SEAL IN ACCORDANCE WITH THE APPLICABLE STATE LAWS AND STATUTES FS 668.001-006, FS 668.50, FS 472.025, SJ-17-062, FLORIDA ADMINISTRATIVE CODE, STATE OF FLORIDA.
 8. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.
 9. THIS SURVEY IS INTENDED TO BE VIEWED AS AN 11X17, 20 SCALE DRAWING.
 10. ELEVATIONS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV1988), FLOOD ZONE "4A" ELEVATION 13' NAV1988 COMMUNITY NO. 120673 PANEL NO. 0554 SUFFIX --- F REVISION DATE: 8/28/2008 MAP NUMBER 1207C0554F / LDMR 17-04-5861P DATED 12/26/2017
- THIS SURVEY IS CERTIFIED TO
JOHN RICHARD
HAGEN LAW FIRM
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

REVISED/	DESCRIPTION:	BY:
4/22/21	REVISED FLOOD ZONE INFO	FBI
DATE OF LAST FIELD WORK: 3/30/15		
CERTIFICATE OF AUTHORIZATION: LB #6921		
DRAWN:	CHECK:	PROJ. #
FBI	PM	CP-E-1
SURVEY DATE	FILE NO.	SHT - 1
3/30/15	46-24-19	DF - 1

PHILIP M. MOULD

PROFESSIONAL SURVEYOR AND MAPPER

LS6515 - STATE OF FLORIDA

State of Florida

Digitally signed by Philip M. Mould, P.S.M. 6515

Date: 2021.04.22 09:01:47 -0400

HARRIS-JORGENSEN, LLC

3048 DEL PRADO BLVD, S. #100

CAPE CORAL, FLORIDA 33904

PHONE: (239) 257-2624

FAX: (239) 257-2921

INSTR # 2018000045663, Doc Type AGR, Pages 7, Recorded 02/26/2018 at 12:31 PM,
Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee \$61.00 Deputy
Clerk ERECORD

JOINT USE PARKING AGREEMENT

WHEREAS, the John W. Richard Revocable Trust U/T/A May 3, 1995, by and through John Richard, Trustee (Owner or Applicant), owns property located at 1161-1165 Estero Boulevard, Fort Myers Beach, Florida (the "1161-1165 Estero Property"), more specifically described in Exhibit A attached hereto and incorporated herein in fee simple; and

WHEREAS, the John W. Richard Trust, by and through John Richard, Trustee (the "Trustee") owns the property located at 150 Crescent Street, Fort Myers Beach, Florida, more specifically described in Exhibit B attached hereto and incorporated herein (the "Off-street Parking Property") which is approved as shared permanent parking lot and which is maintained by Trustee; and

WHEREAS, both the 1161-1165 Estero Property and the Off-street Parking Property" are within the Downtown District Area as defined by the Land Development Code ("LDC"); and

WHEREAS, the Old San Carlos/Crescent Street Master Plan adopted by Town Council which include the "Park Once" concept has been implemented in the Downtown District Area; and

WHEREAS, the current uses on 1161-1165 Estero Property consist of 2,700 square feet retail and three (3) dwelling units which the Town concurs has required parking of seven (7) spaces; and

WHEREAS, Owner has applied to the Town of Fort Myers Beach and received a limited development order to improve the 1161-1165 Estero Property with no increase in intensity or density and agreed that three (3) parking spaces ("Off-site Parking Spaces") be designated by a joint use parking agreement on the Off-Street Parking Property; and

WHEREAS, the Town concurs there are four (4) legally compliant parking spaces on-site based on Limited Development Order 2017-00067 at the 1161-1165 Estero Property leaving three (3) parking spaces to be allocated to the Off-street Parking Property; and

WHEREAS, the Off-street Parking Property has a total of twenty-seven (27) spaces and a bike rack in the Downtown District Area, as defined by the Land Development Code (LDC); and

WHEREAS, this Joint Use Parking Agreement specifically designates and locates Off-site Parking Spaces on the Off-street Parking Property depicted on the attached Exhibit C, which Exhibit is hereby incorporated, for 1161-1165 Estero Property and cannot be counted to support any other use and physical posting of the Off-site Parking Spaces is not required; and

WHEREAS, the Town approval of LDO 2017-00067 includes a revised Condition eliminating the posting of a parking space to a particular business but requires the execution of a joint use parking agreement between the owners of the two (2) parcels (Off-street Parking Property and 1161-1165 Estero Property) and requires approval by the Town; and

WHEREAS, since one entity owns both 1161-1165 Estero Property and Off-site Parking Property, both properties are bound by this Agreement to run with the land; and

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WHEREAS, no other agreement designating spaces has been entered regarding the Off-street Parking Property.

NOW, THEREFORE, Owner and Trustee hereby agree and state as follows:

1. The above "Whereas" clauses are incorporated into this Agreement as though set forth fully herein.
2. The notarized statement required by LDC Section 34-2018 (c)(2)(a) is attached hereto as Exhibit D and is hereby incorporated by reference.
3. The Off-site Parking Spaces, on the Off-street Parking Property depicted in Exhibit C cannot be counted to support any other use other than those identified in this Agreement.
4. In accordance with the requirements of the LDC, the parties understand and agree, if the Off-site Parking Spaces are no longer available for use, by way of example of "no longer available" means removal of the use of parking from 150 Crescent Street or the same spaces at 150 Crescent Street are allocated by another joint use parking agreement in violation of Section 3, then that will be in violation of the Town of Fort Myers Beach Land Development Code requirements. Applicant will be required to reduce or cease operation and use of the property at Applicant's address to an intensity approved by the Town in order to bring the property into conformance with the Land Development Code requirements for required parking or provide to the Town a joint use parking agreement for Off-site Parking spaces within 750 feet of the 1161-1165 Estero Property.

Although the Applicant may have recourse against the Party supplying Off-site Parking Spaces for breach of this Agreement, in no circumstance shall the Town be obligated by this agreement to remedy such breach. The Parties acknowledge that the sole recourse for the Town if this Agreement is breached is against the Applicant, and the Town may invoke any remedy provided for in the Land Development Code to enforce such violation against the Applicant.

5. The provisions and conditions of this Agreement shall run with the land for those properties referenced in this document and be enforceable against successors in interest and assigns of the signing parties.

6. This Agreement shall be recorded in the public records of Lee County, Florida, at Owner's expense within five (5) days of execution and approval by the Town and a certified copy hereof shall be provided to the Town of Fort Myers Beach, Florida within such timeframe.

7. This Agreement is in perpetuity and can only be terminated if replacement parking has been approved by the Town Manager or Town's Director of the Community Development and written notice of termination of this Agreement has been provided to the other party at least sixty (60) days prior to the termination date.

8. Prior to entering a lease which changes any of the uses at 1161-1165 Estero Boulevard, notice of said proposed change in tenancy which is a change of use shall be provided to the Town of Fort Myers Beach to entering said lease.

Witnessed by:

Deborah Brunner
Print Name: Deborah Brunner

OWNER: JOHN W. RICHARD REVOCABLE
TRUST U/T/A MAY 3, 1995

TRUSTEE: JOHN W. RICHARD REVOCABLE
TRUST U/T/A MAY 3, 1995

Deborah Drake
Print Name: DEBORAH DRAKE

By:

John W. Richard, Trustee
John W. Richard, Trustee

STATE OF FLORIDA)
COUNTY OF LEE)

Subscribed and sworn to before me by John W. Richard, Trustee of the John W. Richard Revocable Trust U/T/A May 3, 1995, who is [☒] personally known to me OR [☐] produced a Florida driver's license as identification, this 20 day of FEBRUARY, 2018.

[NOTARY STAMP/SEAL]

Deborah Drake
Notary Public
My commission expires: 7-31-2021

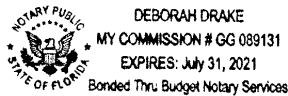


EXHIBIT A
(1161-1165 Estero Boulevard)

A lot or parcel of land comprised of part of Lots 1 and 2, Block E, part of the "Reserved" strip lying east of said Block E, and part of the vacated drive or street lying between said lots and said "Reserved" strip in Crescent Park Addition, according to a plat thereof recorded in Plat Book 4, Page 46 of the Public Records of Lee County, Florida, which parcel or strip is described as follows: Beginning at the southwest corner of said Lot 1, Block E, run southeasterly along the southerly line of said Lot 1 and the north line of Estero Boulevard for 80 feet; thence run north parallel with the west line of said Block E for 76.34 feet to a point on a prolongation of the north line of the south half of said Lot 2, Block E; thence run east along said prolongation for 27.53 feet to the east line of said "Reserved" strip and the west line to a boat canal or basin shown on said plat; thence run north along the west line of said canal or basin for 25 feet to a point on a prolongation of the north line of said Lot 2, Block E, thence run west along said prolongation and said north line to the northwest corner of said Lot 2; thence run south along the west line of said Lot 2 and Lot 1 for 73.8 feet to the point of beginning.

Parcel Identification Number: 19-46-24-W4-0150E.0010

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EXHIBIT B
(150 Crescent Street)

PARCEL 1:

Lots 6 and 7, in Block E of that certain subdivision known as Crescent Park Addition, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 4, page 46, and, TOGETHER WITH all lands lying East thereof between said lots and the canal in Block E of said subdivision being more particularly described as follows:

Beginning at the Northeast corner of said Lot 7; thence run East 32.67 feet, more or less, along the North line of Lot 7 extended to the canal; thence run Southerly along the waters of the canal to a point where the South line of Lot 6 extended strikes the waters of the canal; thence run West to the Southeast corner of said Lot 6; thence run North along the East ends of Lots 6 and 7 to the Point of Beginning.

LESS AND EXCEPT the following described parcels which were the subject of that certain Order of Taking in the matter of Lee County, Florida, vs. Robert D. Swavely, et al, Case No. 93-203 CA, Circuit Court, Lee County, Florida, recorded in Official Records Book 2370, page 215, Public Records of Lee County, Florida, to wit:

Description: Tract 12

Part of Lots 6 and 7, Block E, Crescent Park Addition, in Section 19, Township 46 South, Range 24 East, as shown on the plat recorded in Plat Book 4, on page 46 of the public records of Lee County, Florida, more particularly described as follows:

Beginning at the Southwest corner of said Lot 6, thence run N. 0°37'53" W. along the West line of Lots 6 and 7 for 100 feet to the Northwest corner of Lot 7; thence run N. 89°22'07" E. for 10.59 feet; thence run S. 0°11'13" W. for 100.01 feet to the South line of Lot 6; thence run S. 89°22'07" W. for 9.16 feet to the point of beginning.

Description: Tract 12-T (Temporary Construction Easement)

Part of Lots 6 and 7, Block E, Crescent Park Addition, in Section 19, Township 46 South, Range 24 East, as shown on the plat recorded in Plat Book 4, on page 46 of the public records of Lee County, Florida, more particularly described as follows:

Commencing at the Southwest corner of said Lot 6; thence run N. 89°22'07" E. along the South line of Lot 6 for 9.16 feet to the point of beginning; thence N. 0°11'13" E. for 100.01 feet to the North line of Lot 7; thence N. 89°22'07" E. along said North line for 5.00 feet; thence run S. 0°11'13" W. for 100.01 feet to the South line of Lot 6; thence run S. 89°22'07" W. for 5.00 feet to the point of beginning.

PARCEL 2:

The Northerly 40 feet of Lot 5, Block E, of that certain subdivision known as Crescent Park Addition, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 4, page 46, TOGETHER WITH that certain strip of land extending East from the North 40 feet of Lot 5, Block E, of said Crescent Park Addition, to the canal, said strip of land lying between the North and South lines extended of said 40 foot lot.

Strap Nos. 19-46-24-W4-0150E.0060 and 19-46-24-W4-0150E.005B

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EXHIBIT D

Notarized Statement for Joint Use Parking

The John W. Richard Revocable Trust U/T/A May 3, 1995, by and through John W. Richard, Trustee (Owner), owns property located at 1161-1165 Estero Boulevard and owns property at 150 Crescent Street in the Town of Fort Myers, Florida.

The Property at 1161-1165 Estero Boulevard is being used for three (3) dwelling units and 2,700 square feet of retail uses.

The Property at 150 Crescent Street is being used as a shared permanent commercial parking lot and three (3) parking spaces have been identified and designated in the Joint Use Parking Agreement for 1161-1165 Estero Boulevard.

This affidavit complies with the requirements of the Town of Fort Myers Beach Land Development Code (LDC) Section 34-2018. If at any time any circumstances changes so that the statements set forth herein are no longer true and correct, I will promptly advise the Town Manager of Town of Fort Myers Beach in writing.

OWNER: JOHN W. RICHARD REVOCABLE
TRUST U/T/A MAY 3, 1995

By: John W. Richard Trustee

John W. Richard, Trustee

STATE OF FLORIDA)
COUNTY OF LEE)

Subscribed and sworn to before me by John W. Richard, Trustee of the John W. Richard Revocable Trust U/T/A May 3, 1995, who is [X] personally known to me OR [] produced a Florida driver's license as identification, this 20 day of FEBRUARY, 2018.

[NOTARY STAMP/SEAL]

Reborah Burke
Notary Public
My commission expires: 7-31-2021



Town of Fort Myers Beach
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TYPE OF CASE: Variance

CASE NUMBER: VAR20260011

CASE NAME: 1161/1165 Estero Blvd; request for a variance from LDC Section 34-676(a), to multiply the parking requirements by 0% and allow a 100% reduction in parking requirements where a maximum percentage of 67% is multiplied with parking requirements to allow a 33% parking reduction by right for properties in the Downtown zoning district.

LPA

HEARING DATE: April 21, 2026, 9:00 am

TOWN COUNCIL

HEARING DATE: June 01, 2026, 9:00 am

STAFF

RECOMMENDATION: Denial

PREPARED/

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

I. APPLICATION SUMMARY

Agent: Kara Stewart

Applicant/Owner: John W. Richard/ Richard John W. TR

Request: The Applicant is requesting a variance from LDC Section 34-676(a), to multiply the parking requirements by 0% and allow a 100% reduction in parking requirements where a maximum percentage of 67% is multiplied with parking requirements to allow a 33% parking reduction by right for properties in the Downtown zoning district.

Subject property: See attached site plan

Physical Address: 1161/1165 Estero Blvd

STRAP #: 19-46-24-W4-0150E.0010

FLU: Pedestrian Commercial

Zoning: Downtown

Adjacent zoning and land uses:

North: DOWNTOWN
Vacant Commercial

South: COMMERCIAL PLANNED DEVELOPMENT
Hotel

East: DOWNTOWN
Commercial Restaurant

West: COMMERCIAL PLANNED DEVELOPMENT
Hotel

II. BACKGROUND AND ANALYSIS

Background:

John W. Richard, on behalf of Richard John W. TR, the owner of 1161/1165 Estero Blvd, is requesting a variance from LDC Section 34-676(a), to multiply the parking requirements by 0% and allow a 100% reduction in parking requirements where a maximum percentage of 67% is multiplied with parking requirements to allow a 33% parking reduction by right for properties in the Downtown zoning district.

The subject property is an irregularly shaped parcel located at the northeast corner of Estero Boulevard and Crescent Street, both of which are identified as primary streets within the Town's Land Development Code. The property currently supports a mixed-use development with approximately 2,700 square feet of ground-floor retail and three residential rental units on the second level. The site currently provides four on-site parking spaces, including one ADA parking space, and maintains a joint parking agreement for three additional spaces with a nearby property located at 150 Crescent Street.

The applicant is seeking relief due to existing site constraints and operational safety concerns. The current parking configuration requires vehicles to back out of the site directly into the intersection of Estero Boulevard and Crescent Street. Due to limited site depth, approximately 6.5 feet of the backing maneuver occurs within the Town's right-of-way, creating a conflict between vehicular movements and intersection traffic. Therefore, the applicant is requesting a variance from LDC Section 34-676(a), to multiply the parking requirements by 0% to allow a 100% reduction in parking requirements. Approval of this request will allow the Applicant to remove the existing parking and replace it with pedestrian-oriented improvements including outdoor patio or seating areas.

During the LPA hearing on April 21, the LPA voted 5-0 to recommend denial of the variance request from LDC Section 34-676(a), to multiply the parking requirements by 0% and allow a 100% reduction in parking requirements where a maximum percentage of 67% is multiplied with parking requirements to allow a 33% parking reduction by right for properties in the Downtown zoning district. The LPA unanimously recommended denial, finding that the request does not meet the requirements of LDC Section 34-87, and that the requested variance is not the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulation in question to his property.

Analysis:

The purpose of the Downtown zoning district is to create the desired quality and character for the center of pedestrian-oriented commercial activities within the town. New commercial buildings are expected to accommodate pedestrians by providing storefronts near sidewalks and by offering shade and shelter along major streets. The property is currently situated in the northeast corner of the street intersection formed by two primary streets- Estero Blvd and Crescent Street. The property has existed in this layout since 1967. It supports 2700 square feet of ground floor retail and 3 rental units (two one-bedroom units and one two-bedroom unit) on second level. The Applicant is proposing no changes to the building use, footprint, density or intensity at this time.

LDC Section 34-2020(d), requires 3 parking spaces for every 1000 square feet of retail space and 1.25 parking spaces per every one-bedroom and two-bedroom rental units. Therefore, as per LDC Section 34-2020(d), the Applicant is required to provide approximately 12 parking spaces on site. As per LDC Section 34-674, developments in Downtown zoning are permitted to multiply the required parking by 67% to allow a 33% parking reduction. The intent of this code is to encourage pedestrian traffic and safety in downtown area. Applying this code-authorized parking reduction in Downtown zoning district, the Applicant is therefore required to have 8 parking spaces on site as per the current regulations of the LDC. The property currently has 4 parking spaces including 1 ADA parking on site and a joint parking agreement in compliance with LDC Section 34-2018, for 3 parking spaces with 150 Crescent Street.

As per LDC Section 34-676(d)(1), Existing driveways and parking spaces shall be relocated from Estero Boulevard to secondary streets, and new driveways shall connect only to secondary streets, except where these requirements would prohibit all reasonable access to a property. Additionally, as per LDC Section 34-676(d)(2), For Properties fronting primary streets other than Estero Boulevard, driveways should be connected to secondary streets whenever possible... [and] shall be spaced as far as practical from other driveways or intersections.” The subject property fronts only on two primary streets and does not meet these access management standards in the current LDC.

The existing building has a street setback of 31.5 feet from Estero Blvd and 6.3 feet from Crescent Street. The Town’s LDC requires a minimum 18 feet long parking spaces with 20-foot-wide one-way aisle for safe backing maneuvering. Due to its limited width along Estero Boulevard and full build-out along Crescent Street, the property cannot achieve compliant driveway spacing or relocation of access. As a result, the current configuration

relies on 6.5 feet of the public right-of way for backing up cars directly into the active intersection, which presents a public safety concern and is inconsistent with the intent of the Code.

As per Objective 1-A in the Town's Comprehensive Plan, it is the Town's priority to improve the functioning and appearance of Estero Boulevard as the premier public space and primary circulation route of Fort Myers Beach.

Policy 1-A-1 provides that changes along Estero Boulevard should create an environment that is "safe and interesting to walk along... scaled to people rather than high-speed traffic."

Policy 1-A-3 further states that development should: "locate most parking spaces to the rear of buildings, limit curb cuts, and promote shared parking areas... [and] facilitate pedestrian and bicycle access and contribute to the interconnectedness of the circulation system."

Staff believes that elimination of the existing parking area would remove unsafe vehicular movements at the intersection and would support these Comprehensive Plan policies by improving pedestrian safety and reducing vehicular conflicts. The removal of parking also presents an opportunity to enhance the streetscape and reinforce the pedestrian-oriented character of the Downtown district. However, the Land Development Code provides mechanisms to address parking constraints without eliminating parking requirements entirely. The subject property currently utilizes a joint parking agreement, and additional or expanded shared parking arrangements remain a viable and code-compliant alternative for the 8 required parking spaces.

The requested variance seeks to eliminate all required parking, despite the continued operation of retail and residential uses that generate parking demand. The proposal does not include a replacement parking strategy, which may result in increased reliance on surrounding properties and public parking resources. While the property exhibits exceptional physical constraints, these constraints do not eliminate all reasonable options for compliance. The ability to pursue shared parking agreements demonstrates that a lesser degree of relief may be available.

Neighborhood Compatibility:

The subject property is located within the Downtown zoning district, which includes a mix of older structures and newer pedestrian-oriented redevelopment. Several properties within the Downtown area were developed prior to current regulations and include parking configurations where vehicles back toward or into Estero Boulevard. While these conditions exist, they represent legacy development patterns rather than desired design outcomes. The Land Development Code has since evolved to discourage such configurations and to promote safer access management.

The subject property presents a more critical condition than typical Downtown properties. Unlike other sites where backing movements occur along a roadway segment, this property requires vehicles to back directly into an intersection formed by two primary streets. This

significantly increases the risk of vehicular conflict, limits visibility, and creates heightened safety concerns for pedestrians and cyclists.

Although similar conditions exist elsewhere in the Downtown district, the intensity and location of this condition distinguish the subject property and support corrective action. However, the presence of these conditions in the surrounding area does not justify eliminating all parking requirements without pursuing alternative solutions.

Findings and Conclusions:

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

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

There are exceptional conditions inherent to the subject property, including its irregular configuration, limited frontage, and location at the intersection of two primary streets-Crescent Street and Estero Blvd. The property currently supports a mixed-use building with approximately 2,700 square feet of retail on the ground floor and three rental units on second living level with 4 parking spaces including 1 ADA parking and a joint parking agreement for 3 parking spaces with 150 Crescent Street. The existing parking configuration creates a safety concern due to vehicles backing directly into the intersection. The request to eliminate on-site parking would address the identified safety concerns. The Applicant, however, may consider extending the existing joint parking agreement to accommodate the required parking spaces for the existing development.

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

The Property has supported the current use with existing parking area since 1967. The physical constraints of the property are not self-created and are largely a result of historical development patterns. However, the request to eliminate all parking is not solely necessitated by these conditions. The Applicant has the option to meet the Town's required parking by extending the existing or entering into a new Joint Parking Agreement as per LDC Section 34-2018.

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

The requested variance does not represent the minimum relief necessary. While removal of on-site parking may address safety concerns, alternative options such as extending the existing or acquiring a new shared parking agreements are available to achieve compliance with the Town's LDC and Comprehensive Plan.

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

Removal of the unsafe parking configuration, which requires vehicles to use the public right-of-way for backing maneuvers would improve public safety; however, eliminating all required parking without replacement may negatively impact surrounding properties and public parking resources.

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

The conditions or circumstances on this specific property for which the variance is sought are not general in nature and does not warrant a code change. Approval of this request may establish a precedent for similar requests within the Downtown district.

III. RECOMMENDATION

Staff has reviewed the request for variance from LDC Section 34-676(a), to multiply the parking requirements by 0% and allow a 100% reduction in parking requirements where a maximum percentage of 67% is multiplied with parking requirements to allow a 33% parking reduction by right for properties in the Downtown zoning district, and find that the variance request **does not meet** the requirements set forth in Sec. 34-87.

Therefore, staff recommends **DENIAL** for the variance request VAR20260011, to multiply the parking requirements by 0% and allow a 100% reduction in parking requirements for the property located at 1161/1165 Estero Blvd.

During the LPA hearing on April 21, the LPA voted 5-0 to recommend denial of the variance request from LDC Section 34-676(a), to multiply the parking requirements by 0% and allow a 100% reduction in parking requirements where a maximum percentage of 67% is multiplied with parking requirements to allow a 33% parking reduction by right for properties in the Downtown zoning district. The LPA unanimously recommended denial, finding that the request does not meet the requirements of LDC Section 34-87, and that the requested variance is not the minimum variance that will relieve the applicant of an unreasonable burden caused by the application of the regulation in question to his property.

IV. CONDITIONS

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

1. Approval of this variance does not give the Applicant a vested right to permit approval. Development or redevelopment of the Property must comply with all applicable requirements of the Fort Myers Beach Comprehensive Plan and LDC in effect at the time of permit approval, except as specifically modified herein.
2. All existing on-site parking with backing movements into Estero Boulevard and Crescent Street shall be permanently eliminated. The former parking area shall be

converted into a pedestrian-oriented space consistent with Downtown design standards.

3. Enhanced landscaping, including building edge planting and perimeter landscaping, shall be provided along Estero Boulevard.
4. No vehicular access shall be permitted from Estero Boulevard, and any future access shall comply with LDC Section 34-676(d).
5. Any future change in use or increase in intensity shall require reevaluation for parking compliance.

1. **Request:**

Meeting Date: June 1, 2026

This legislative agenda item is a First Reading and Public Hearing on proposed Ordinance 26-09. If approved at First Reading, a Second Reading and Final Adoption Hearing will be scheduled for June 15, 2026 at 9:00 AM or at another time identified by Town Council.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE III DIVISION 3 SECTION 34-638 OF THE LAND DEVELOPMENT CODE CREATING A NEW EXCEPTION TO MINIMUM SETBACK REQUIREMENTS REDUCING MINIMUM SETBACKS TO ACCOMMODATE NEW FLORIDA POWER AND LIGHT REQUIREMENTS FOR PLATFORMS TO LOCATE AND PROVIDE SERVICE TO ELEVATED ELECTRIC METERS; PROVIDING CRITERIA AND CONDITIONS FOR THE PERMITTED ELECTRIC METER EQUIPMENT AND ASSOCIATED PLATFORM, ACCESS STAIRWAYS AND RELATED STRUCTURES; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

This text amendment will provide an alternative and quicker solution to the full variance process for these resiliency-related efforts.

What the action accomplishes:

This text amendment will provide an alternative and quicker solution to the full variance process for these resiliency-related efforts.

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

Jason Green, Community
Development Services

5. **Background:**

Over the past year, staff have received several inquiries from local contractors and builders regarding Florida Power & Light (FP&L) requirements for installing electric meters above FEMA-required flood elevations and providing access to these elevated meters. These updated FP&L requirements have resulted in encroachments into required setbacks on residential lots.

Based on these concerns, staff initiated drafting of an ordinance to amend the Land Development Code (LDC). The proposed amendment incorporates electric meter equipment and associated access structures into Article III, Division 3, Section 34-638(d)(1)(g), which addresses exceptions to setback and dimensional standards for mechanical equipment. Additionally, the amendment establishes five criteria to govern situations where meter installations, including associated platforms and access stairways, encroach on required side and rear setbacks.

This text amendment will provide an alternative and quicker solution to the full variance process for these resiliency-related efforts.

At May 12, 2026, LPA meeting, the ordinance 26-09 with proposed changes was unanimously approved.

Attachments:

1. TC- Ordinance 26-09 Text Amendment-05.13.26
2. Exhibit A- Sec._34_638.____Minimum_setbacks_US edit 04.03.26
3. Staff for TC
4. 26-09, Business-Impact-Estimate FPNL

Financial Impact:**6. Alternative Action****7. Management Recommendations:****8. Recommended Approval:**

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

Created/Initiated - 5/13/2026
Approved - 5/13/2026
Approved - 5/21/2026
Approved - 5/24/2026
Approved - 5/26/2026
Final Approval - 5/26/2026

ORDINANCE 26-09

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE III DIVISION 3 SECTION 34-638 OF THE LAND DEVELOPMENT CODE REGARDING MINIMUM SETBACKS TO ACCOMMODATE NEW FP&L REGULATIONS FOR ELEVATED ELECTRIC METERS AND ACCESS STRUCTURES; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town recognizes that FP&L has implemented new requirements for the installation of electric meters and associated platforms above the required flood elevation, necessitating updates to the Land Development Code; and

WHEREAS, the proposed changes to the Land Development Code are not more restrictive or burdensome to development; and

WHEREAS, a public hearing was held before the Local Planning Agency (LPA) on the 12 day of May, 2026, at time which the LPA gave full and complete consideration of the request, recommendations by staff, the documents in the record, and the testimony of all interested persons, and the LPA voted 7 to 0, to recommend approval of this Ordinance; and

WHEREAS, on the 1st day of June, 2026, the Town Council held a first reading of the proposed Ordinance and gave full and complete consideration to the recommendation of the LPA, the recommendation of staff, the documents in the record, and the testimony of all interested persons to adopt Ordinance 26-09 as provided herein and approved scheduling an adoption public hearing; and

WHEREAS, a Business Impact Estimate was prepared and posted on the Town's website on the ____ day of _____, 2026, as required by Section 166.041(4), Florida Statutes; and

WHEREAS, an advertisement of the public hearing for adoption of the Ordinance was published in the News-Press on the ____ day of _____, 2026, which is no less than 10 days prior to the second reading of the proposed Ordinance as required by Section 166.041; and

WHEREAS, on the ____ day of _____, 2026, the Town Council held a second reading of the Ordinance; at which time the Town Council gave full and complete consideration to the recommendations of staff and the LPA, and the testimony of all interested persons; and

WHEREAS, the Town finds that it is in the best interests of the health, safety, and welfare of the Town's business owners, residents, and visitors to adopt the proposed change.

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

Section 1. Ratification of Recitals. The Town Council of the Town of Fort Myers Beach, Florida, hereby adopts and ratifies those matters as set forth in the foregoing "WHEREAS" recitals.

Section 2. LDC Sec. 34-638 is hereby amended to read as provided in Exhibit A.

Section 3. Severability. The provisions of this Ordinance are intended to be severable. If any provision of this Ordinance is determined to be void or declared illegal, invalid, or unconstitutional by a court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Section 4. Repeal of Laws in Conflict. If any ordinances, or parts of ordinances, or if any sections, or parts of sections, of the Ordinances of the Town of Fort Myers Beach, Florida, are in conflict herewith, this Ordinance shall control to the extent of the conflicting provisions.

Section 5. Scrivener's Errors. Sections of this Ordinance may be renumbered or re-lettered and corrections of typographical errors, which do not affect the intent, may be authorized by the Town Manager, or the Town Manager's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Town Clerk.

Section 6. **Effective Date.** This Ordinance shall become effective upon adoption.

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

DULY PASSED AND ADOPTED on this ____ day of _____ 2026.

Dan Allers, Mayor

Scott Stafford, Vice Mayor

John McLean, Council Member

John R. King, Council Member

Rebecca King, 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, Town Attorney

This Ordinance was filed in the Office of the Town Clerk on this ____ day of _____ 2026.

Exhibits

Exhibit A: Land Development Code (LDC) Article III; Division 3 Section 34-638.

EXHIBIT A: Text Amendment – Sec 34-268 (adding FP& L meters)

Sec. 34-638. Minimum setbacks.

- (a) *Generally.* Most zoning districts require minimum setbacks between all buildings and structures and the street, the side lot line, the rear lot line, and any waterbody.
- (1) Setbacks are minimum horizontal distances between a property line and the nearest point of all structures that ensure a minimum area without buildings. Detailed definitions are provided under "setback" in § 34-2 of this LDC.
- a. Where an unusual lot configuration or orientation makes it unclear which property lines are street, side, or rear lot lines, the director will establish street, side, and rear lot lines for setback purposes after taking into account existing buildings on the same block as well as the intent of this code. Where access is provided by a shared driveway rather than a street, the director may determine that no street setback applies to that lot.
- b. Once established through this process, the same setbacks will be applied by the director to other lots on that block.
- (2) There are two types of side setbacks:
- a. *Side setbacks - waterfront lots.* Larger side setbacks are required for waterfront lots, defined as lots that immediately adjoin a tidally influenced body of water, whether artificial or natural (see definitions in § 34-2 of this LDC).
- b. *Side setbacks - non-waterfront lots.* Smaller side setbacks are required for all other lots.
- (3) The distinction between street setback lines and build-to lines is explained in § 34-662 of this chapter.
- (4) *Corner lot street setbacks.* Corner lots, as defined in section 34-2, shall have a front street setback, a side street setback, a standard side setback and a standard rear setback, as defined in Table 34-3, Dimensional Regulations in Conventional Zoning Districts.
- a. *Front street setback.* The front street setback will be the typical required street setback as defined in Table 34-3. Any corner lot on Estero Boulevard, must treat the Estero Boulevard frontage as the front street setback. Any corner lot not on Estero Boulevard may choose the front street which best allows development of the property and meets all other Code requirements. The rear setback shall be opposite of the front street setback.
- b. *Side street setback.* The side street setback width will vary depending on the width of the lot. Lot width is measured from the side street property line to the side property line (opposite from the side street property line). See subsection 34-638(d)(6).
- (5) Certain exceptions to minimum setbacks are provided in subsection (d) below.
- (b) *Where to find minimum setback dimensions.* Minimum setback dimensions are specified as follows:
- (1) *For principal buildings:*
- a. For all conventional zoning districts, see Table 34-3.
- b. For redevelopment zoning districts, as described for the individual districts in division 5 of this article.
- c. For RPD districts, see § 34-943 of this chapter.
- d. For CPD districts, see § 34-953 of this chapter.

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- (2) *For accessory buildings*, see §§ 34-1174—34-1176 of this chapter.
- (c) *Additional wetlands buffers*. New development must maintain a 75-foot separation between wetlands and buildings or other impervious surfaces, in accordance with Policy 4-C-12 of the Fort Myers Beach Comprehensive Plan.
- (1) This requirement does not apply to lawfully existing subdivided lots.
- (2) This requirement also does not apply to a previously approved development order to the extent it cannot reasonably be modified to comply with this requirement (see ch. 15 of the Fort Myers Beach Comprehensive Plan for details).
- (d) *Exceptions to setbacks and dimensions*. In addition to the following general exceptions to minimum setbacks, commercial buildings that are subject to the commercial design standards may encroach into certain setbacks as provided in §§ 34-991—34-1010 of this chapter.
- (1) *Exceptions to all setbacks*.
- a. *Administrative setback variances*. Under certain limited circumstances, administrative variances can be granted to minimum setbacks as provided in § 34-268 of this chapter.
- b. *Overhangs*. An overhang which is part of a building may be permitted to encroach into any setback as long as the overhang does not extend more than three feet into the setback and does not permit any balcony, porch, or living space located above the overhang to extend into the setback.
- c. *Shutters*. A shutter which is attached to a building may be permitted to encroach one foot into the setbacks.
- d. *Awnings and canopies*.
1. Awnings and canopies which are attached to a building may be permitted to encroach three feet into the setbacks, as long as their location does not interfere with traffic, ingress and egress, or life safety equipment.
2. For purposes of this section, awnings and canopies may be attached to a nonconforming building and shall not be considered an extension or enlargement of a nonconformity, as long as the building is properly zoned for its use and the conditions as set forth in this section are met.
- e. *Essential services*. Essential services and essential service equipment shall not be required to meet the minimum setbacks for the district wherein located (see § 34-1617 of this chapter).
- f. *Two-family dwelling units*. If a two-family dwelling unit is on a lot of sufficient size to allow it to be subdivided into a separate lot under each dwelling unit (see Table 34-3), the side setback regulations in this section shall not be interpreted to forbid such subdivision. Existing two-family buildings that are being subdivided must be separated by not less than one-hour fire resistance.
- g. *Mechanical equipment*. Mechanical equipment such as air conditioners, generators, service panels, meters, electric meter equipment (FP&L) and access to elevated structure and pool equipment, associated with new homes, may encroach up to three feet into rear and waterbody primary structure setbacks but must meet the same street and side setbacks as the building it serves.
1. On lots where the side setbacks are not equal on both sides, mechanical equipment may not be placed on the side of the house with the smaller setback unless the smaller setback is 20 feet wide or more.

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2. For existing homes, mechanical equipment may be replaced or elevated in the original location it was installed, in conformance with prior regulations.
 3. New, elevated, mechanical equipment, for existing homes, may be located or relocated into the rear, side or side street setback. The equipment may encroach no more than three feet or the same encroachment of the existing equipment, whichever is greater. An access ladder may be installed which encroaches no more than three feet into the side yard or side street setback and is removable or movable.
 4. The electric meter equipment and associated platforms with access stairways for new and existing homes, required by Florida Power & Light (FP&L) may encroach into the required side and rear setbacks, provided that
 - a. Such encroachment is limited to the minimum area necessary to meet utility requirements. The platform must provide 5' of clearance in front of the meter which would typically be towards the side setback.
 - b. All access platforms, stairways, and related structures shall comply with the Florida Building Code, including minimum safety and access standards, and shall not exceed the minimum dimensions required for compliance.
 - c. Such encroachments shall be limited to non-habitable structures, including meter platforms and access stairways. Such structures shall not be enclosed except as necessary for protection of utility equipment and shall not be used for storage, occupancy, or any accessory use.
 - d. Encroachments into required side and rear setbacks shall not exceed 3.5 feet of the given set back.
 - e. If the access stairways and associated platforms encroach into the stormwater area, the applicant must redesign the stormwater system to meet minimum stormwater requirements. No part of this platform or stairs could be built in or above the easement.
- (2) *Exceptions to street setbacks.* Certain structures are exempt from the street setback requirements as follows. See also § 34-1174 of this chapter.
- a. *Build-to lines.* Some zoning districts do not have any street setback requirements but instead have build-to lines, as described in § 34-662 of this chapter. Awnings, canopies, balconies, bay windows, porches, stoops, arcades, and colonnades may extend forward of the build-to line provided that they comply with the commercial design standards (see § 34-995(e) of this chapter).
 - b. *Porches, balconies and stoops.* Porches, balconies and stoops may encroach into the street setback ten feet or half the width of the street setback, whichever is less, on the first living level of residential buildings, provided that:
 1. Any walls, screened areas, or railings in the setback zone extend no higher than 42 inches above the floor of the porch, balcony or stoop.
 2. Reserved.
 3. Porches, balconies and stoops, which extend into the street setback, may not exceed 35 feet in width.

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- c. *Mail and newspaper delivery boxes.* Mail and newspaper delivery boxes may be placed in accordance with U.S. Postal Service regulations; however, the support for a mail or newspaper delivery box must be of a suitable breakaway or yielding design, and any mail or newspaper delivery box placed in an unsafe or hazardous location can be removed by the government agency with jurisdiction over the right-of-way at the property owner's expense.
 - d. *Bus shelters, bus stop benches and bicycle racks.* Bus shelters, bus stop benches, and bicycle racks may be located in any district without regard for minimum setbacks, provided the location of the structure is approved by the town manager. No advertising is permitted on bus stop benches.
 - e. *Telephone booths.* Telephone booths and pay telephone stations may be located in any zoning district that permits multifamily or commercial uses without regard for minimum setbacks; provided that the location shall be approved by the director.
- (3) *Waterbody setbacks.*
- a. *Gulf of Mexico.* Except as provided in this section or elsewhere in this code, no building or structure shall be placed closer to the Gulf of Mexico than set forth in ch. 6, articles III and IV of this LDC, or 50 feet from mean high-water, whichever is the most restrictive. See also special regulations for the EC zoning district in § 34-652 of this chapter and the coastal zone restrictions in § 34-1575 of this chapter.
 - b. *Other bodies of water.* Except as provided in this section or elsewhere in this chapter, no building or structure shall be placed closer than 25 feet to a property line adjacent to a canal, bay, or other waterbody. For purposes of measuring setbacks from a canal, bay, or other body of water, the following will also be used:
 - 1. If the body of water is subject to tidal changes, the setback will be measured from the mean high-water line.
 - 2. If the body of water is not subject to tidal changes, the setback will be measured from the control elevation of the body of water if known, or from the ordinary high-water line if unknown.
 - 3. In addition to the property line setback, if the property has a seawall, a minimum setback of five feet will be measured from the seaward side of the seawall, not including the seawall cap.
 - 4. If property lines encroach into the waterbody, then no more than five feet shall be applied to the setback measurement.
 - 5. If plats or legal descriptions of property reference water bodies as boundaries, the mean high-water line shall be utilized, unless otherwise stated in those legal descriptions or survey.
 - c. *Exceptions for certain accessory structures.* Certain accessory buildings and structures may be permitted closer to a body of water as follows:
 - 1. *Fences and walls.* See division 17 of this article.
 - 2. *Shoreline structures.* See § 34-1863 and ch. 26 of this LDC.
 - 3. *Nonroofed structures.* Swimming pools, tennis courts, patios, decks, and other nonroofed accessory structures or facilities which are not enclosed, except by fence, or which are enclosed on at least three sides with open-mesh screening from a height of 3½ feet above grade to the top of the enclosure, shall be permitted up to but not closer than:
 - (i) Five feet from a seawalled canal or seawalled natural body of water;

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- (ii) Ten feet from a nonseawalled artificial body of water; or
 - (iii) Twenty-five feet from a nonseawalled natural body of water;

whichever is greater. Enclosures with any two or more sides enclosed by opaque material shall be required to comply with the setbacks set forth in subsections (d)(3)a. and (d)(3)b. of this section.

4. *Roofed structures.*

- (i) Accessory structures with roofs intended to be impervious to weather and which are structurally built as part of the principal structure shall be required to comply with the setbacks set forth in subsections (a) and (b) of this section.
- (ii) Accessory structures with roofs intended to be impervious to weather and which are not structurally built as part of the principal structure may be permitted up to but not closer than 25 feet to a natural body of water, and ten feet to an artificial body of water.

(4) *Exceptions for certain nonconforming lots.*

- a. Certain nonconforming mobile home lots in the village zoning district are subject to the modified side and rear setback requirements that are found in § 34-694 of this chapter.
- b. Certain nonconforming commercial lots are subject to the modified side and rear setback requirements that are found in § 34-3277 of this chapter.

(5) *Additional street setbacks for single-family and two-family homes exceeding 65 feet in width in the RS, RC and RM zoning district.*

- a. Single-family and two-family homes exceeding 65 feet in width, shall have additional street setback requirements.
 - 1. No more than 65 feet of the structure may be constructed between the street setback line (25 feet from right-of-way property line) and 37 feet from the street property line. Any portion of the structure exceeding 65 feet in width shall be set back an additional 12 feet (37 feet from the right-of-way property line).
 - (i) For corner lots, the additional 12-foot setback requirement applies to the front street setback.
 - (ii) For corner lots, the additional setback may be reduced for the side street setback. The side street additional setback shall apply to the length of the home, exceeding 65 feet, that fronts on the side street. The additional setback from the side street shall be based on the width of the lot from the side street property line to the opposite side property line.

Properties 50 feet or less in width shall have an additional setback of three feet.

Properties greater than 50 feet in width to 85 feet in width shall have an additional setback of six feet.

Properties greater than 85 feet in width shall have an additional setback of 12 feet.

- 2. No more than 80 percent of the portion of the structure between the street setback line (25 feet from right-of-way property line) and 37 feet from the street property line may be taller than one story above flood elevation. Any portion of the building behind the 37-foot front setback may be built to the maximum buildable height for that zoning district.

3. The 65 feet of building between the 25-foot street setback and 37 feet from the street property line, must be constructed as at least two separate projections. The front façade may not be a continuous wall without setback changes. See Figure 34-2.

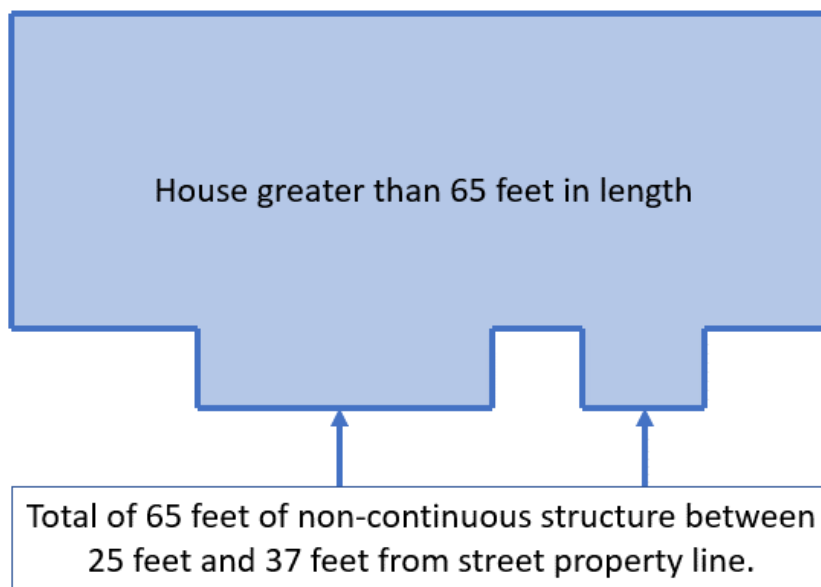


Figure 34-2

- b. *Exemption from additional setbacks for open ground level.* A residential structure greater than 65 feet in width will be exempt from the additional front and side setback requirements found in § 34-638(d)(5), if the ground-level enclosed or screened area is limited to no more than 30 feet in width, as viewed from the ROW. The enclosed area may extend the full depth of the house but limited in width to 30 feet.
- (6) *Corner lot street setbacks.* Corner lots, as defined in section 34-2, shall have two street setbacks which may vary depending on lot width, a standard side setback and a standard rear setback shall apply, as defined in Table 34-3, Dimensional Regulations in Conventional Zoning Districts.
- a. *Front street setback:* For single-family and two-family homes in the RS, RC and RM zoning districts will be 25 feet. Any corner lot on Estero Boulevard, must treat the Estero Boulevard frontage as the front street setback. Any corner lot not on Estero Boulevard may choose the front and side street which best allows development of the property and meets all other Code requirements. The rear setback shall be opposite of the front street setback.
 - b. *Side street setback:* For single-family and two-family homes in the RS, RC and RM zoning districts. The side street setback will vary between ten feet and 20 feet depending on the width of the lot, measured from the side street property line and the side property line (opposite from the side street property line).
 1. Properties that measure 50 feet or less shall have a ten-foot side street setback.
 - (i) Proposed layout must indicate how parked cars will be maintained out of the right-of-way, if the property will be accessed from this side.
 2. Properties that measure greater than 50 feet up to 75 feet shall have a 15-foot side street setback.

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- (i) Proposed layout must indicate how parked cars will be maintained out of the right-of-way, if the property will be accessed from this side.

3. Properties that are greater than 75 feet shall have a 20-foot side street setback.

(Ord. No. 20-08, § 2, 4-6-2020; Ord. No. 20-19, § 4, 1-19-2021; Ord. No. 22-01, § 2, 2-7-2022; Ord. No. 23-02, § 2(Exh. A), 2-21-2023)



COMMUNITY DEVELOPMENT DEPARTMENT

To: Town Council
From: Jason Green, Community Development
Date: June 1, 2026
Re: FP&L meter installation above the FEMA required flood elevation

BACKGROUND

Over the past year, staff have received several inquiries from local contractors and builders regarding Florida Power & Light (FP&L) requirements for installing electric meters above FEMA-required flood elevations and providing access to these elevated meters. These updated FP&L requirements have resulted in encroachments into required setbacks on residential lots.

Based on these concerns, staff-initiated drafting of an ordinance to amend the Land Development Code (LDC). The proposed amendment incorporates electric meter equipment and associated access structures into Article III, Division 3, Section 34-638(d)(1)(g), which addresses exceptions to setback and dimensional standards for mechanical equipment. Additionally, the amendment establishes five criteria to govern situations where meter installations, including associated platforms and access stairways, encroach into required side and rear setbacks.

This text amendment will provide an alternative and quicker solution to the full variance process for these resiliency related efforts.

At the May 12, 2026, LPA meeting, the ordinance 26-09 with proposed changes was unanimously approved.

Proposed Solution

Staff propose the attached strike-through and underline language to amend the Land Development Code (LDC) to address the placement of electric meter equipment and associated access structures required by Florida Power & Light (FP&L). Recent FP&L requirements to elevate meters with associated access structures have resulted in encroachments into required side and rear setbacks, particularly on residential lots.

The proposed language allows electric meter equipment, associated platforms, and access stairways for



new and existing homes to encroach into required side and rear setbacks, subject to specific criteria. These criteria limit encroachments to the minimum area necessary to meet utility requirements, including required clearance in front of the meter. The structures must comply with the Florida Building Code and are limited to non-habitable uses, such as platforms and stairways, which may not be enclosed or used for storage or occupancy.

Additional standards are included to limit the extent of encroachments, prohibit impacts to easements, require that any encroachment into stormwater areas be redesigned to comply with applicable Town stormwater regulations. These provisions are intended to accommodate updated utility requirements while maintaining the intent of setback regulations and ensuring site functionality and safety.



Business Impact Estimate

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

Proposed ordinance's title/reference: (26-09)

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE III DIVISION 3 SECTION 34-638 OF THE LAND DEVELOPMENT CODE REGARDING MINIMUM SETBACKS TO ACCOMMODATE NEW FP&L REGULATIONS FOR ELEVATED ELECTRIC METERS AND ACCESS STRUCTURES; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Town is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

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

- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

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

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

The proposed ordinance is to amend the Land Development Code to incorporate electric meter equipment and associated access structures into Article III, Division 3, Section 34-638(d)(1)(g), which addresses exceptions to setback and dimensional standards for mechanical equipment.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, including the following, if any:

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

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

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

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

The Town will not likely incur additional costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All new construction will benefit from this Text amendment.

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

The proposed language allows electric meter equipment, associated platforms, and access stairways for new and existing homes to encroach into required side and rear setbacks subject to specific criteria.

1. **Request:**

Meeting Date: June 1, 2026

This legislative agenda item is a Second Reading and Final Public Hearing on proposed Ordinance 26-08.

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, PROPOSING AMENDMENTS THE FORT MYERS BEACH TOWN CHARTER; PROPOSING CHARTER AMENDMENTS 1) MANDATING ORDINANCES REQUIRING DISCLOSURE IN QUASI-JUDICIAL HEARINGS, AND PROHIBITING UNLAWFUL GIFTS; 2) REVISING THE TOWN COUNCIL COMPENSATION PROCESS; 3) REVISING THE TERM OF TOWN COUNCIL SEATS FILLED BY APPOINTMENT; 4) CLARIFYING THE SERVICE OF THE INTERIM MAYOR; 5) CLARIFYING THE QUALIFYING PERIOD FOR TOWN COUNCIL CANDIDATES; AND 6) PROVIDING FOR THE USE OF THE LEE COUNTY CANVASSING BOARD; PROVIDING FOR REFERENDA ON THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR BALLOT TITLES AND BALLOT SUMMARIES FOR SUCH REFERENDA; PROVIDING FOR DIRECTION TO THE TOWN CLERK AND COORDINATION WITH THE LEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR FILING THE REVISED CHARTER WITH THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

PUBLIC HEARINGS

3. **Requirement/Purpose:**

Ordinance

4. **Submitter of Information:**

Amy Baker, Town Clerk, Nancy Stuparich, Town Attorney

5. **Background:**

Section 13.03 of Article 13 of the Town of Fort Myers Beach Charter provides that the Town's charter shall be reviewed at least every 10 years by a 5-member charter review commission to be appointed and funded by the Town Council. During its public meeting on June 2, 2025, the Town Council appointed 5 members and 2 alternates to serve as the Fort Myers Beach Charter Review Commission ("Charter Commission"). The Charter Commission held its first meeting on October 7, 2025 and reviewed the entirety of the Town of Ft Myers Beach Charter over the following months until its last meeting on April 7, 2026. The Chair of the Charter Commission presented the Commission's recommendations for changes to 5 Sections of the Town Charter to the Town Council on April 20, 2026. The Town Council directed the Town Attorney to draft proposed charter amendments consistent with the recommendation of the Charter Commission and Florida law, or in the alternative present the Town Council with proposed ordinances or resolutions to implement the policies underlying the recommendation changes proposed by the Charter Commission.

Charter Change 1: 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.

Charter Change 2: This Charter change is recommended to vest in an independent committee of Town residents the ability to recommend increases in base salary for elected Town Council

members.

Charter Change 3: 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.

Charter Change 4: The Charter change would extend the term of the appointment through the unexpired term of the vacated Town Council seat.

Charter Change 5: This Charter change is to eliminate outdated provisions.

Charter Change 6: This Charter change is to eliminate outdated language.

This ordinance is on a tight adoption timeline due to the need to provide a timely delivery to the Lee County Supervisor of Elections for inclusion on the November 2026 ballot.

At the May 18, 2026 first reading public hearing, the Town Council voted to approve the draft ordinance for second reading on June 1, 2026 with one change to Question 2 on page 6: the number of years from 3 to 4.

The Town Attorney has confirmed that only the title and ballot summary will appear on the ballot and not the proposed charter language included in the proposed ordinance.

Attachments:

1. NS 26-08, Final Reading Charter Amendments 6.1.26
2. CRC Recommendation Letter to TC 4.7.26
3. Analysis Matrix
4. 26-08, Business Impact Estimate - Charter Changes

Financial Impact:

6. Alternative Action

Do not approve and keep Town Charter as is

7. Management Recommendations:

8. Recommended Approval:

nancy stuparich, Town Attorney
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 5/18/2026
Approved - 5/24/2026
Approved - 5/26/2026
Final Approval - 5/26/2026

ORDINANCE 26-08

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA, PROPOSING AMENDMENTS THE FORT MYERS BEACH TOWN CHARTER; PROPOSING CHARTER AMENDMENTS: 1) MANDATING ORDINANCES REQUIRING DISCLOSURE IN QUASI-JUDICIAL HEARINGS, AND PROHIBITING UNLAWFUL GIFTS; 2) REVISING THE TOWN COUNCIL COMPENSATION PROCESS; 3) REVISING THE TERM OF TOWN COUNCIL SEATS FILLED BY APPOINTMENT; 4) CLARIFYING THE SERVICE OF THE INTERIM MAYOR; 5) CLARIFYING THE QUALIFYING PERIOD FOR TOWN COUNCIL CANDIDATES; AND 6) PROVIDING FOR THE USE OF THE LEE COUNTY CANVASSING BOARD; PROVIDING FOR REFERENDA ON THE PROPOSED CHARTER AMENDMENTS; PROVIDING FOR BALLOT TITLES AND BALLOT SUMMARIES FOR SUCH REFERENDA; PROVIDING FOR DIRECTION TO THE TOWN CLERK AND COORDINATION WITH THE LEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR FILING THE REVISED CHARTER WITH THE FLORIDA DEPARTMENT OF STATE; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 13.03 of Article 13 of the Town of Fort Myers Beach Charter provides that the Town's charter shall be reviewed at least every 10 years by a 5-member charter review commission to be appointed and funded by the Town Council; and

WHEREAS, during its public meeting on June 2, 2025, the Town Council appointed 5 members, and 2 alternates to serve as the Fort Myers Beach Charter Review Commission ("Charter Commission"); and

WHEREAS, the Charter Commission held its first meeting on October 7, 2025 and reviewed the entirety of the Town of Fort Myers Beach Charter over the following months until its last meeting on April 7, 2026; and

WHEREAS, the Chair of the Charter Commission presented the Commission's recommendations for amendments to the Town Charter to the Town Council on April 20, 2026; and

WHEREAS, Section 13.01 of the Town Charter provides that the Town Council may propose amendments to the Town Charter to the electorate for approval as provided by general law; and

WHEREAS, Section 166.031(1), Florida Statutes, provides "[t]he governing body of a municipality may, by ordinance, or the electors of a municipality may, by petition signed by 10 percent of the registered electors as of the last preceding municipal general election, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to

any part or to all of said charter except that part describing the boundaries of such municipality.”; and

WHEREAS, the Town Council directed the Town Attorney to draft proposed charter amendments consistent with the recommendation of the Charter Commission and Florida law, or in the alternative present the Town Council with proposed ordinances or resolutions to implement the policies underlying the recommendation changes proposed by the Charter Commission; and

WHEREAS, in accordance with Section 166.041(3)(a), Florida Statutes, on May 18, 2026, the Town Council held a first reading of a proposed Ordinance containing the proposed charter amendments and gave full and complete consideration of the proposed changes recommended by the Charter Commission; and

WHEREAS, the Town Council scheduled a second reading of the proposed Ordinance, which was advertised in the News-Press 10 days prior to the public hearing; and

WHEREAS, a Business Impact Estimate was prepared and published on the Town’s website on the 19th day of May 2026; and

WHEREAS, at the June 1, 2026 public hearing, the Town Council has determined that the changes contained in Exhibit “A” should be submitted to the electors of the Town of Fort Myers Beach for referendum; and

WHEREAS, adoption of this Ordinance was found to be in the best interest of the residents of the Town of Fort Myers Beach; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, and strikethrough shall constitute deletions to the original text.

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

Section 1. The Town Council of the Town of Fort Myers Beach, Florida, hereby adopts and ratifies those matters as set forth in the foregoing “WHEREAS” recitals.

Section 2. Charter Amendments. The amendments to the Charter for the Town of Fort Myers Beach, Florida, which are appended and attached as Exhibit “A” to this Ordinance are hereby adopted by reference by the Town Council to be submitted to the electors of the Town of Fort Myers Beach for referendum.

Section 3. Referendum Election. Referenda on the proposed adoption of each of the Charter amendments appended hereto and adopted by reference as Exhibit “A” to this Ordinance shall be submitted to a vote of electors of the Town at a referendum election to be held in the Town of Fort Myers Beach on November 3, 2026. The Charter amendments are proposed in six ballot questions. The ballot title, ballot summary, and question numbering for each are as set forth in

Exhibit “A”. Each Charter amendment shall be effective upon approval of its corresponding ballot question in such referendum by a majority of the electors voting in such referendum.

Section 4. Directions to Town Clerk and Coordination with Supervisor of Elections.

The Town Clerk is hereby authorized and directed to coordinate with the Lee County Supervisor of Elections to include the ballot questions attached hereto as Exhibit “A” on the ballot of the General Election to be held in the Town of Fort Myers Beach on November 3, 2026. The Town Clerk is directed to see to the satisfaction of the requirements of Section 100.342, Florida Statutes, which provides that “there shall be at least 30 days’ notice of the election or referendum by publication in a newspaper of general circulation in the... municipality.... The publication shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held.”

Section 5. Conflicts. All Ordinances or parts of Ordinances insofar as they are inconsistent or in conflict with the provisions of this Ordinance are hereby repealed to the extent of any conflict.

Section 6. Severability. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance, is contrary to law, or against public policy, or shall for any reason whatsoever held to be invalid, illegal or unconstitutional, by any court of competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this ordinance as expressed herein. It will be presumed that the Town Council for the Town of Fort Myers Beach did not intend to enact any invalid or unconstitutional provision. It shall further be presumed that the Town Council would have enacted the remainder of this Ordinance without any invalid or unconstitutional provision, thereby causing said remainder to remain in full force and effect.

Section 7. Filing Revised Charter with the Florida Department of State. Pursuant to Section 166.031(2), Florida Statutes, upon adoption of a proposed Charter amendment by a majority of the electors voting in the referendum upon such amendment, the Town Council shall have said amendment incorporated into the Town Charter and shall file the revised Charter with the Florida Department of State.

Section 8. Effective Date. This Ordinance shall take effect immediately upon adoption.

THE FOREGOING ORDINANCE was adopted by the Town Council upon a motion by Council Member ____ and seconded by Council Member ____, and upon being put to a roll 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 Ordinance was filed in the Office of the Town Clerk on _____.

EXHIBIT “A”

QUESTION #1

Ballot Proposal: The ballot title and ballot summary for this Question are as follows:

**TOWN CHARTER AMENDMENT
MANDATING ORDINANCES REQUIRING DISCLOSURE
IN QUASI-JUDICIAL HEARINGS, AND
PROHIBITING UNLAWFUL GIFTS**

Shall the Town of Fort Myers Beach Charter be amended to require the adoption of ordinances prohibiting acceptance of unlawful gifts, and requiring disclosure of ex parte communications in quasi-judicial proceedings, consistent with Florida law?

☐ Yes
☐ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

**ENMIENDA A LA CARTA ORGÁNICA MUNICIPAL
EXIGIENDO ORDENANZAS QUE REQUIERAN LA
DIVULGACIÓN EN AUDIENCIAS CUASIJUDICIALES, Y
LA PROHIBICIÓN DE REGALOS ILEGALES**

¿Se debe enmendar la Carta Orgánica del Municipio de Fort Myers Beach para exigir la adopción de ordenanzas que prohíban la aceptación de donaciones ilegales y que exijan la divulgación de comunicaciones ex parte en procedimientos cuasijudiciales, conforme a la ley de Florida?

☐ Sí
☐ No

Text Revisions: Upon approval of this question at referendum, the following portions of the Fort Myers Beach Town Charter are amended to read as follows:

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.

QUESTION #2

Ballot Proposal: The ballot title and ballot summary for this Question are as follows:

TOWN CHARTER AMENDMENT REVISING THE TOWN COUNCIL COMPENSATION PROCESS

Shall the Town Charter be amended to remove the process of annual adjustment of Town Council compensation based on budgeted staff compensation adjustments, and to provide that the Town Council may revise its compensation no more than every four years, after a 5-member Compensation Committee, appointed by the Town Council, makes recommendations for Town Council compensation adjustments, with adopted Town Council compensation adjustments taking effect after the next regular election?

_____ Yes
_____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

ENMIENDA A LA CARTA ORGÁNICA MUNICIPAL MODIFICANDO EL PROCEDIMIENTO DE COMPENSACIÓN DEL CONCEJO MUNICIPAL

¿Se debe enmendar la Carta Orgánica del Municipio de Fort Myers Beach para eliminar el proceso de ajuste anual de la compensación del Consejo Municipal basado en ajustes presupuestados a la compensación del personal, y para establecer que el Consejo Municipal pueda revisar su compensación no más de cada cuatro años, después de que un Comité de Compensación de 5 miembros, nombrado por el Consejo Municipal, haga recomendaciones para ajustes de compensación del Consejo Municipal, con los ajustes de compensación adoptados por el Consejo Municipal entrando en vigor tras las siguientes elecciones ordinarias?

_____ Sí
_____ No

Text Revisions: Upon approval of this question at referendum, the following portions of the Fort Myers Beach Town Charter are amended to read as follows:

Sec. 4.05. - Compensation.

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.~~ Effective November 4, 2026, the Town Council may revise the then current compensation of its members only in accordance with the following procedure. No more than every 3 4 years, a Compensation Committee, consisting of 5 residents of the Town, shall be appointed by the Town Council, and shall make recommendations for Town Council compensation adjustments to the Town Council. The Compensation Committee shall make its recommendation to the Town Council no later than 3 months prior to the date of the next regular election. After receiving the recommendation of the Compensation Committee, the Town Council may revise the compensation of its members by ordinance. Such revisions to Town Council compensation shall be effective as of the first day following the next regular election.

QUESTION #3

Ballot Proposal: The ballot title and ballot summary for this Question are as follows:

**TOWN CHARTER AMENDMENT
REVISING THE TERM OF TOWN COUNCIL SEATS
FILLED BY APPOINTMENT**

Shall the Town of Fort Myers Beach Charter be amended to provide that the term of a Town Council seat filled by appointment by the Town Council shall be until the expiration of the full term of the vacated seat, rather than the next regular election?

☐ Yes
☐ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

**ENMIENDA A LA CARTA ORGÁNICA MUNICIPAL
MODIFICANDO LA DURACIÓN DE LOS CARGOS DEL
CONCEJO MUNICIPAL OCUPADOS POR
NOMBRAMIENTO**

¿Se debe enmendar la Carta Orgánica del Municipio de Fort Myers Beach para establecer que el mandato de un escaño en el Consejo Municipal ocupado por nombramiento del Consejo Municipal será hasta la expiración del mandato completo del escaño vacante, en lugar de la próxima elección ordinaria?

☐ Sí
☐ No

Text Revisions: Upon approval of this question at referendum, the following portions of the Fort Myers Beach Town Charter are amended to read as follows:

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 full 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. The council vacancy thus created 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.

QUESTION #4

Ballot Proposal: The ballot title and ballot summary for this Question are as follows:

**TOWN CHARTER AMENDMENT
CLARIFYING THE TERM OF SERVICE
OF THE INTERIM MAYOR**

Shall the Town of Fort Myers Beach Charter be amended to clarify that upon a vacancy in the council seat of the council member serving as Mayor, the Vice Mayor shall serve as Interim Mayor until the next annual appointment of a Mayor?

☐ Yes
☐ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

**ENMIENDA A LA CARTA ORGÁNICA MUNICIPAL
ACLARANDO LA DURACIÓN DEL MANDATO
DEL ALCALDE INTERINO**

¿Se debe enmendar la Carta Orgánica del Municipio de Fort Myers Beach para aclarar que, en caso de quedar vacante el puesto en el Consejo Municipal del concejal que ejerza como alcalde, el vicealcalde ejercerá como alcalde interino hasta el próximo nombramiento anual de un alcalde?

☐ Sí
☐ No

Text Revisions: Upon approval of this question at referendum, the following portions of the Fort Myers Beach Town Charter are amended to read as follows:

Sec. 4.02. - Mayor.

At the first meeting after the first Tuesday after the first Monday in November, the council, by majority vote, shall elect from its membership a mayor. The mayor shall serve as chairperson during meetings of the council and shall serve as the head of municipal government for the purpose of execution of legal documents as required by ordinance. The mayor shall also serve as the ceremonial head of the town.

- A. In non-election years the election of mayor and vice-mayor shall be at the first regularly scheduled meeting in November.
- B. Should the vice mayor become interim mayor, then, the council, by a majority vote, shall elect from its membership an interim vice mayor who shall serve as mayor during the absence or disability of the interim mayor.

Sec. 4.03. - Vice mayor.

At the first meeting after the first Tuesday after the first Monday in November, the council, by majority vote, shall elect from among its membership a vice mayor who shall serve as mayor during the absence or disability of the mayor and, if a vacancy occurs, shall become interim mayor pursuant to section 4.08 of this charter.

- A. In non-election years the election of mayor and vice-mayor shall be at the first regularly scheduled meeting in November.
- B. Should the vice mayor become interim mayor, then, the council, by a majority vote, shall elect from its membership an interim vice mayor who shall serve as mayor during the absence or disability of the interim mayor.

...

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 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 as interim mayor. The vice mayor shall assume the office of mayor as interim mayor until the next annual appointment of a mayor for the remainder of the unexpired term. ~~The council vacancy thus created 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.~~

QUESTION #5

Ballot Proposal: The ballot title and ballot summary for this Question are as follows:

TOWN CHARTER AMENDMENT CONCERNING THE QUALIFYING PERIOD FOR TOWN COUNCIL CANDIDATES

Shall the Town of Fort Myers Beach Charter be amended to clarify that the candidate qualifying period to run for Town Council may be determined by the Lee County Supervisor of Elections pursuant to interlocal agreement with the Town?

_____ Yes
_____ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

ENMIENDA A LA CARTA ORGÁNICA MUNICIPAL RELATIVA AL PERÍODO DE CANDIDATURA PARA LOS CANDIDATOS AL CONSEJO MUNICIPAL

¿Se debe enmendar la Carta Orgánica del Municipio de Fort Myers Beach para aclarar que el plazo de presentación de candidaturas para el Consejo Municipal puede ser fijado por el Supervisor de Elecciones del Condado de Lee, conforme al acuerdo intermunicipal suscrito con el municipio?

_____ Sí
_____ No

Text Revisions: Upon approval of this question at referendum, the following portions of the Fort Myers Beach Town Charter are amended to read as follows:

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; provided however, that in the event the Lee County Supervisor of Elections determines a candidate qualifying period to run for Town Council pursuant to an interlocal agreement with the Town, such qualifying period shall control.

QUESTION #6

Ballot Proposal: The ballot title and ballot summary for this Question are as follows:

**TOWN CHARTER AMENDMENT
PROVIDING FOR THE USE OF
THE LEE COUNTY CANVASSING BOARD**

Shall the Town of Fort Myers Beach Charter be amended to clarify that the Lee County Canvassing Board may canvass the results of any town election in accordance with state law?

☐ Yes
☐ No

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

**ENMIENDA A LA CARTA ORGÁNICA MUNICIPAL
QUE ESTABLECE EL USO DE LA JUNTA DE
ESCRUTINIO DEL CONDADO DE LEE**

¿Se debe enmendar la Carta Orgánica del Municipio de Fort Myers Beach para aclarar que la Junta de Escrutinio del Condado de Lee puede realizar el escrutinio de los resultados de cualquier elección municipal de conformidad con la ley estatal?

☐ Sí
☐ No

Text Revisions: Upon approval of this question at referendum, the following portions of the Fort Myers Beach Town Charter are amended to read as follows:

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 file with the Town Clerk. Notwithstanding the foregoing, the

Lee County Canvassing Board may canvass the results of any town election in accordance with state law.



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.~~

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.~~

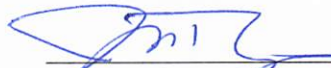
~~The Board shall prepare and sign a certificate containing the total number of votes cast for each person or other measure voted on. The Certificate shall be placed on file with the Town Clerk.~~

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 McKanney, Town Manager
Amy Baker, Town Clerk
Nancy Stuparich, Town Attorney

CHARTER SECTION		NO CHANGES	COMMENTS	RESOLUTION	ORDINANCE	CHARTER CHANGE
ARTICLE I.	Corporate Name; Purpose of the Charter					
Sec. 1.01	Town of Fort Myers Beach.	X				
Sec. 1.02	Purpose of the charter.	X				
ARTICLE II	Territorial Boundaries					
Sec. 2.01	Boundaries of the Town of Fort Myers Beach	X				
Sec. 2.02	Extension of the corporate limits; annexation.	X				
ARTICLE III	General Powers of the Municipality					
Sec. 3.01	All powers possible		Proposed language provided at 3/3/2026 meeting			X
Sec. 3.02			Change "3.02" to "3.01" as a scrivener's error		X	
ARTICLE IV	Charter Officers					
Sec. 4.01	Council members; elections.	X	Discussion of seat numbers and at-large elections, but no consensus for a change.			
Sec. 4.02	Mayor.	X	Discussion, but no consensus.			
Sec. 4.03	Vice Mayor.	X				
Sec. 4.04	Prohibitions.	X	Discussion, but no consensus.			
Sec. 4.05	Compensation.		Proposed language provided at 3/3/2026 meeting			X
Sec. 4.06	Vacancies.	X				
Sec. 4.07	Forfeiture of office.	X				
Sec. 4.08	Filling of vacancies.		Proposed language provided at 3/3/2026 meeting			X
Sec. 4.09	Judge of qualifications.	X				
Sec. 4.10	Independent financial audit.	X				
Sec. 4.11	Meetings		Add "as provided by law"		X	
Sec. 4.12	Rules.	X				
Sec. 4.13	Voting; quorum.	X				
ARTICLE V	Nominations and Elections; Terms of Office					
Sec. 5.01	Elections.		Proposed language provided at 3/3/2026 meeting			X

Sec. 5.02	Commecement of Term.	X				
Sec. 5.03	Terms of office.	X				
Sec. 5.04			Renumber sections 5.04 through 5.09 as Scrivenor's errors		X	
Sec. 5.05					X	
Sec. 5.06	Nonpartisan elections.	X				
Sec. 5.07	Multiple candidates.	X				
Sec. 5.08	Recall	X				
Sec. 5.09	Town canvassing board.		Proposed language provided at 3/3/2026 meeting			X
ARTICLE VI	<u>Town Manager</u>					
Sec. 6.01	Appointment and qualifications.	X				
Sec. 6.02	Removal.	X				
Sec. 6.03	Powers and duties.	X				
ARTICLE VII	<u>Town Clerk</u>					
Sec. 7.01			Remove reference to "7.01" as a scrivener's error and interpret section (c) to clarify journal,signatures, books, etc. to provide for use of digital documents. The ordinance shall also cross-reference Sec. 10.02(d) and 10.03.		X	
ARTICLE VIII	<u>Town Attorney</u>					
Sec. 8.01			Remove reference to "8.01" as a scrivener's error.		X	
ARTICLE IX	<u>Administrative Departments</u>					
Sec. 9.01	Establishment of additional departments.	X				
ARTICLE X	<u>Ordinances and Resolutions</u>					
Sec. 10.01	Definition of ordinances and resolutions.	X				
Sec. 10.02	Adoption of ordinances.		See Town Clerk section (Article VII)			
Sec. 10.03	Adoption of resolutions.		See Town Clerk section (Article VII)			
ARTICLE XI	<u>Financial Procedures</u>					
Sec. 11.01	Fiscal year.	X				

Sec. 11.02	Submission of budget and budget message.		Interpret language to refer to clarify it is a "preliminary budget".		X	
Sec. 11.03	Council action on the budget.	X				
Sec. 11.04	Public records.	X				
Sec. 11.05	Budget amendments.		Correct scrivener's error in Section 11.05(d) "interlocal"		X	
ARTICLE XII	Initiative and Referendum					
Sec. 12.01	Initiative and referendum.	X				
ARTICLE XIII	Charter Amendments					
Sec. 13.01	Initiation by ordinance.	X				
Sec. 13.02	Initiation by petition.	X				
Sec. 13.03	Charter review.	X				
ARTICLE XIV	Severability					
Sec. 14.01	Invalidity of character provision or application.		Scrivener's error, character to Charter		X	



Business Impact Estimate

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

Proposed ordinance's title/reference:

AN ORDINANCE OF THE TOWN OF FORT MYERS BEACH, FLORIDA AMENDING ARTICLE III DIVISION 3 SECTION 34-638 OF THE LAND DEVELOPMENT CODE REGARDING MINIMUM SETBACKS TO ACCOMMODATE NEW FP&L REGULATIONS FOR ELEVATED ELECTRIC METERS AND ACCESS STRUCTURES; PROVIDING FOR CLARIFICATIONS AS NECESSARY; PROVIDING FOR CONFLICTS OF LAW, SCRIVENER'S ERRORS, SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Fort Myers Beach is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Fort Myers Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

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

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

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

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

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

Per the Town's Charter, every 10 years a committee shall convene to review the current Charter and make any recommendations for changes. This ordinance is the result of the Charter Review Commissions recommendations to Town Council.

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

There are unlikely to be direct compliance costs associated with Ordinance 26-09.

Ordinance 26-09 does not impose any new charge or fee on businesses.

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

The Town will not likely incur additional costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

4. Additional information the governing body deems useful (if any):*[You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: Fort Myers Beach staff solicited comments from businesses in the Fort Myers Beach as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on Fort Myers Beach website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses].*

Not applicable.

1. **Request:**

Meeting Date: June 1, 2026

Continued from May 18, 2026

Asking Town Council to set a date and time for the September 2026 budget hearing dates.

Why the action is necessary:

The Town is required by Florida Statute and the Town Charter to conduct two public hearings annually for the purpose of adopting an operating budget, capital budget, and ad valorem millage rate. This process is governed by Section 200.065, Florida Statutes (the Truth in Millage, or "TRIM," law), Rule 12D-17 of the Florida Administrative Code (F.A.C.), and Sections 11.02 and 11.03 of the Town Charter. The Town Charter, Article XI, establishes the financial procedures framework within which the budget process must operate, including the requirement that the Town Manager submit a proposed budget to the Council on or before July 15 of each year. The TRIM process requires coordination among multiple taxing authorities within Lee County to avoid scheduling conflicts. Under state law, the Lee County School Board holds first priority for budget hearing dates, the Lee County Board of County Commissioners (BOCC) holds second priority, and all other taxing authorities, including the Town of Fort Myers Beach, may not schedule their public hearings on dates already claimed by either the School Board or the BOCC, pursuant to Section 200.065(2)(e)2., F.S.

What the action accomplishes:

Sets the schedule for the month of September

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Joe Onzick, Finance Director,
Amy Baker, Town Clerk

5. **Background:**

Originally, September 9 and September 23, 2026 were proposed as hearing dates. September 9 was determined to be unavailable due to a scheduling conflict among Council members. While September 23 had been considered as a potential second hearing date, it cannot be confirmed as a viable option until a first hearing date is established.

The statutory advertising restrictions governing the second hearing are directly dependent upon when the first hearing is held. Specifically, the second hearing must be advertised within 15 days of the first hearing and held no fewer than 2 days and no more than 5 days after that advertisement is published. Staff therefore recommends holding the First (Tentative) Budget Hearing on Monday, September 14, 2026 and the Second (Final) Budget Hearing on Monday, September 28, 2026, both at 5:01 p.m. The 14-day interval between the two proposed hearing dates accommodates the required advertisement period and ensures full compliance with Section 200.065(2)(e)2., F.S. Any compliant alternative timeline that satisfies all statutory requirements may also be considered by the Council.

The Town is required by Florida Statute and the Town Charter to conduct two public hearings annually for the purpose of adopting an operating budget, capital budget, and ad valorem millage rate. This process is governed by Section 200.065, Florida Statutes (the Truth in Millage, or "TRIM," law), Rule 12D-17 of the Florida Administrative Code (F.A.C.), and Sections 11.02

and 11.03 of the Town Charter. The Town Charter, Article XI, establishes the financial procedures framework within which the budget process must operate, including the requirement that the Town Manager submit a proposed budget to the Council on or before July 15 of each year. The TRIM process requires coordination among multiple taxing authorities within Lee County to avoid scheduling conflicts. Under state law, the Lee County School Board holds first priority for budget hearing dates, the Lee County Board of County Commissioners (BOCC) holds second priority, and all other taxing authorities — including the Town of Fort Myers Beach — may not schedule their public hearings on dates already claimed by either the School Board or the BOCC, pursuant to Section 200.065(2)(e)2., F.S.

Florida law establishes strict parameters governing when and how budget hearings may be held: All budget public hearings must be held after 5:00 p.m. on weekdays (Monday through Friday), or at any time on Saturday, pursuant to Section 200.065(2)(e)2., F.S. Hearings may not be held on Sundays.

The Lee County School Board has first priority in selecting budget hearing dates.

The Lee County Board of County Commissioners (BOCC) has second priority and may not schedule hearings on dates the School Board has reserved.

No other taxing authority in Lee County — including the Town of Fort Myers Beach — may use hearing dates already claimed by the School Board or the BOCC, pursuant to Section 200.065(2)(e)2., F.S.65

Deadline	Required Action
July 1, 2026	Property Appraiser delivers Certification of Taxable Value (Form DR-420) to the Town
July 15, 2026	Town Manager delivers Proposed Budget to Town Council
August 4, 2026	Town must certify Maximum Millage Rate
September 3–18, 2026	First (Tentative) Budget Hearing — Tentative Budget and Proposed Millage Rate
September 4–26, 2026	Advertise Second Budget Hearing within 15 days after First Hearing
September 6–30, 2026	Hold Second Budget Hearing within 2–5 days after advertisement
September 30, 2026	Deadline for Adopting Final Budget and Millage Rate

The following hearing dates have been reserved by higher priority taxing authorities and are therefore unavailable to the Town.

Lee County School Board: August 3 and September 8, 2026
Lee County Board of County Commissioners: September 3 and September 15, 2026

Staff recommends the following hearing schedule, which falls within all applicable statutory windows and avoids all dates reserved by the School Board and BOCC:

- First (Tentative) Budget Hearing, **Monday, September 14, 2026 at 5:01 p.m.** Within the September 3-18 window; avoids all conflicting dates.
- Second (Final) Budget Hearing, **Monday, September 28, 2026 at 5:01 p.m.** 14 days after first hearing dates; provides sufficient time to satisfy the required advertising.

Attachments:

Financial Impact:

6. Alternative Action

Given that the Town is only provided with an estimated taxable value at the beginning of June, it may be best to wait to determine the Maximum Millage Rate until after the Town receives the Certified Taxable Value from the Tax Appraiser on July 1st. Since the Maximum Millage Rate needs to be set on or before August 4th, the Town Council could choose to meet in July to vote on the Maximum Millage Rate, or it could choose to wait until the deadline of August 4th, which would be one day after its first meeting in August.

7. Management Recommendations:

Set Regular meeting and Budget Hearing dates and times for September 2026. Proposing regular meeting start times of 1:00 p.m. and budget hearing starts times at 5:01 p.m.

8. Recommended Approval:

Lizzette Roman, Town Clerk Administrative Coordinator
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 5/21/2026
Approved - 5/21/2026
Approved - 5/24/2026
Approved - 5/26/2026
Final Approval - 5/26/2026

1. **Request:**

Meeting Date: June 1, 2026

Approval of a Special Event for the Fort Myers Beach Festival of the Arts to be held on January 23 and January 24, 2027, at Times Square, Fort Myers Beach, from 6:00 AM to 8:00 PM, as requested by Danielle Lynch of Blue Ribbon Events, including setup, event operations, and breakdown, approximately 40 to 60 artist and vendor booths featuring fine art, handmade goods, artisan crafts, boutique merchandise, artist demonstrations, possible bottled alcohol sales, and community art activities, along with portable restroom facilities and event support amenities, subject to further approval by the Fort Myers Beach Fire Control District and the Lee County Sheriff's Office.

Why the action is necessary:

This action is necessary pursuant to Section 22-7(5)(a), Section 22-7(5)(b), and Section 22-7(5)(c) of the Town of Fort Myers Beach Code of Ordinances, as the Festival of the arts is a multi-day special event held on Town property within Times Square with anticipated attendance exceeding 500 participants and the potential for alcohol sales during the event.

What the action accomplishes:

Approves the Special Event application and its applicable waivers.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Nora Skipper

5. **Background:**

Danielle Lynch of Blue Ribbon Events is requesting approval for the Fort Myers Beach Festival of the Arts, a two-day special event to be held at Times Square on January 23 and 24, 2027, from 10:00 AM to 5:00 PM each day, with setup beginning at 6:00 AM and breakdown completed by approximately 8:00 PM. The event is designed as a boutique-style fine art festival featuring approximately 40 to 60 artist and vendor booths showcasing fine art, handmade goods, artisan crafts, unique designers, and functional wearable goods, with a stronger focus on fine art displays and live artist demonstrations throughout the event. This event does have the possibility to include an alcohol vendor.

Additional community art elements may include plein air painting, chalk art activities, and local visual arts participation. Attendance is estimated at approximately 1,000 visitors over the two-day event, with peak attendance expected during midday Saturday. The event is free and open to the public and is intended to support local artists, encourage tourism, and promote economic activity within the Times Square district while enhancing public engagement with the arts. Portable restroom facilities, garbage receptacles, and event staff will be provided by the applicant, with citywide parking utilized for vendors and patrons and artists unloading before moving vehicles to designated parking areas.

Attachments:

1. FMB Festival of the Arts Permit
2. FMB Danielle Planning Map

Financial Impact:

6. **Alternative Action**

Deny the Special Event application and its waivers.

7. **Management Recommendations:**

Approves the Special Event application and its applicable waivers.

8. **Recommended Approval:**

Nora Skipper,
Thomas Yozzo, Emergency Services Director
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 5/19/2026
Approved - 5/20/2026
Approved - 5/21/2026
Approved - 5/24/2026
Approved - 5/26/2026
Final Approval - 5/26/2026



Town of Fort Myers Beach

Special Event Application Checklist

2525 Estero Boulevard, Fort Myers Beach, Florida 33931

Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

- ☐ A **completed** application is to be turned in 45 days **prior** to the event or a \$5.00 per day cost will be added to the permit cost. You need to submit application to FMB Fire and LSCO.
- ☐ All necessary department approvals – an application is not considered completed until all approvals have been turned in to Town Hall.
- ☐ If Town Council action is required the **completed** application must be turned in 60 days prior to the event in order to get put on the Council agenda to be brought forth to Council, also any application turned in after the 60 days a 10% additional charge to the permit will be added.
- ☐ Detailed description of entire event including set up and breakdown
- ☐ Letters of permission if using someone else's property for event.
- ☐ Site plan – marked off with placement of objects (chairs, tables, tents, etc.)
- ☐ Parking Plan – if applicable
- ☐ Liability Insurance (\$1 million each occurrence and \$2 million general aggregate) naming the Town of Fort Myers Beach as certificate holder
- ☐ A copy of the 500 foot notification letter for any amplification along with the mailing list

You must initial & sign you have read and understand all requirements above.

Danielle Lynch DL



Town of Fort Myers Beach

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

Name of event	Fort Myers Beach Festival of the Arts - Jan 23-24, 2027		
Attach separate sheet of paper with detailed description of event			
Date(s) and times of event	Jan 23-24, 2027, 10am to 5pm		
Address of event	Times Square		
Expected # of participants/attendees	1000 over 2 days		
Sponsoring Organization	Blue Ribbon Events/Danielle Lynch		
Organization address	Po Box 1162, Bellaire, Michigan, 49615		
Contact Person/Phone#	Danielle Lynch (231)350-8277		
E-mail	blueribboneventsllc@gmail.com		
Amplified Music	Y ☐	N ☒	500 Ft Notifications ☐ Copy of Letter ☐
Renting Town Property	Y ☒	N ☐	Renting Parking Spaces Y ☐ N ☒
How many Spaces?	n/a		
How many hours	n/a		
Extension of Premises?	Y ☐	N ☒	ABT Form ☐ How many days? ☐ (Over 3 days needs to go to Council)
Letters of Permission to use Property	n/a		
Letters of Permission to use Parking	n/a		
Parking Plan	artists will self park - I will contact local biz to secure trailer and big rig parking		
Site Plan	x		
Insurance	will pull (Naming Town of FMB as Certificate Holder)		
Requesting Water	Y ☐	N ☒	Electric Y ☒ N ☐ if available - some artists like lights
Requires Council Approval: I am ok if open carry for area restaurants - we will NOT be serving			
Waiver of open container	Y ☒	N ☐	Waiver of Town parking fees Y ☐ N ☒
Waiver of Noise Ordinance	Y ☐	N ☒	Recurring Event Y ☐ N ☐
Applicant Signature			
Printed Name	Danielle Lynch		

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: Blue Ribbon Events

No. of dumpsters: 0 Type of dumpsters: n/a

Who is responsible for clean-up and payment: we will utilize 3 garbage cans with daily removal and disposal of by Blue Ribbon Staff

City right-of-way Parking Use: n/a Number of spaces: n/a

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

Approval: _____ Date: _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

Approval: _____ Date: _____

Please forward the completed application and site plan along with the individual approval request to each identified agency below. Once complete return all to our office.

Florida DEP: DEP now provides an online application process for minor event approval

Self Certification for CCCL Permit Guidance Document: <http://www.dep.state.fl.us/beaches/>

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer

Tel (239)770-7502 Fax(850)412-0590

Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

Check list: Application _____ Site Plan _____ Description _____

Florida DEP approval: _____ Date: _____

Turtle Time Inc.: Eve Haverfield

Tel (239)481-5566 eve@turtletime.org

Turtle Season is May 1 through October 31

Turtle Time remarks: _____

Turtle Time approval: _____ Date: _____

Event Proposals

FOR: CITY OF FORT MYERS BEACH



Presented to
Nora Skipper

Presented by
Danielle Lynch

Mar 10, 2026

Table of Contents

- I. Blue Ribbon Background
- II. Event Overview
- III. Requested Dates
- IV. Proposed Map
- V. Contact Information



About Blue Ribbon Events

Blue Ribbon Events, LLC. is your best solution for your art/craft event planning, coordination management needs. We have more than 50 years of combined management experience in retail, marketing, and art/craft show industry. Our team of highly skilled professional event managers will make the proposed events memorable and make sure that shoppers can interact with artists, creators and makers in an intimate, boutique setting while promoting safe social distancing and a hygienic conscious event.

Blue Ribbon Events is familiar with working with both the City of Fort Myers Beach and the State of Florida, as well as many local cities & towns as we have had other events in surrounding area in the past. I started with the Invitational at Lover's key and Mermaid Fest back 2017 when I resided on the Island.

Today, in this ever-changing world, with over 30 annual events, we understand what makes a successful art/craft show event from all perspectives: a patron, artist and event planner. When we partner with a township, city or municipality; we actively promote "heads in beds" and are constantly looking how we can positively impact the area with economic growth for both local businesses and the artists we feature. We are active in

the local community and belong to many chambers. We believe there should be a symbiosis between shops, restaurants and events to generate & create interest in an art show event.



Events Prospectus

We are requesting 3 events. Two have been held on FMB in the past at our previous Lover's Key location. The proposed events will be a boutique style, art & craft show. The focus will be on handmade, unique creations to include art and fine crafts, unique designers and interesting functional & wearable goods. We believe that art is subjective and not limited to what's on a price tag.

Event 1: Holly Jolly Market - Dec 19-20, 2026 - Bringing back holiday market focusing on handmade but will allow creative and unusual other items for holiday gift giving including stocking stuffers, hostess gifts and grab n go office gifts.

Event 2: Fort Myers Beach Festival of the Arts - January 23-24, 2027 - Structured with more art on display and artists demonstrating throughout event. Intend on doing a live plein air event on location and possible chalk the walk community event. May introduce other visual arts including local dance. Your paragraph text. This will be the "fine" art show.

Event 3: Mermaid Fest - April 17-18, 2027 - Bringing back to the island this fun, educational, earth awareness event. Not only are visitors able to shop from artists (we will accept those with nature/Florida themed 1st), but we include nonprofits with a mission. This has included in previous years groups for reef awareness, yoga or pilates demo and free class, Captains of Clean water and even Turtle Time. We will also bring back the Mermaid contest with cash awards.

For all events we are expecting 40-60 artist booths. Artists from all mediums will be encouraged to apply. Artist booths will be mini galleries for patrons to view works. Artist's applications are chosen by a jury panel who review submitted photos and artist profiles to keep a balanced, diverse art show. Priority is always given to those who handcraft their items. All events are outside and require green space without any support from existing facility staff. Booth spaces are 10 ft by 10 ft. We mark the grounds with water soluble white paint, chalk or tape. We limit jewelry category to no more than 25% of total applicants to keep a well-rounded art event. There are no flea market, antique or resell booths. We limit our sponsors to 4-6 per event. Sponsors will be selected unique services or products.

We need minimal town/staff support just processing paperwork. Blue Ribbon Events will provide and monitor garbage receptacles. We pretty much require just green space. We are not requesting any city service

Event hours are 10am to 5pm Saturday & Sunday. Setup will be Saturday am 6am to 9:30am. Break down will begin promptly at 5pm Sunday with expected completion to be 7-8pm.

We pay and utilize a licensed artist portal which gives us exposure to more than 10000 artists along with our own in-house application which may be found on our website. Blue Ribbon Events in house database is more than 5700 artists, all of whom receive emails & notifications of upcoming events. Each event is marketed and promoted through print ads and digital marketing. Some locations, radio ads are utilized. Blue Ribbon Events will coordinate all marketing/promoting materials to maximize exposure. All events have their own dedicated Facebook event created which is boosted for maximum exposure 15-30 days before event date.

Each event we manage carries a 1million/2million insurance policy. This will be submitted at least 30 days before first event. All of our insurance policies cover liquor sales for on sight consumption. Please provide exact verbage of additionally insured.

Expected attendance is 1000 over two days with peak hours being Saturday 11-2pm. Event is FREE admission to the public. Two portable bathroom units will be placed in an agreed upon location. Garbage receptacle will be provided and maintained by Blue Ribbon Events. Emptied each evening to minimize any potential critter issues.

Music will be provided via bluetooth speakers locked around location. Music will be at a reasonable background level and will be played 9am to 5pm Saturday & Sunday. We may add live music to Festival of the Arts as needed.

There will be a hospitality tent/home base. This is where artists check-in upon arrival. This location will have bottled water for artists, an emergency first aid kit, and a meeting place for information. This designated area is communicated to all artists to go to if they do not see staff support walking around.

I will also be reaching reached out to the local artist groups to incorporate them if interested.

Upon arrival, artists will check in with hospitality tent. All artists will unload from an available parking space along east perimeter of park. Once unloaded, they will move vehicles to parking before setting up. All artists will self park.

Blue Ribbon Events will be responsible for filing all appropriate city paperwork.

Requested Dates & Location contact details

Dec 19-20, 2026 Holly Jolly Market

Jan 23-24, 2027 Festival of the Arts

April 17 & 18, 2027 5th annual Mermaid Fest - bringing it back

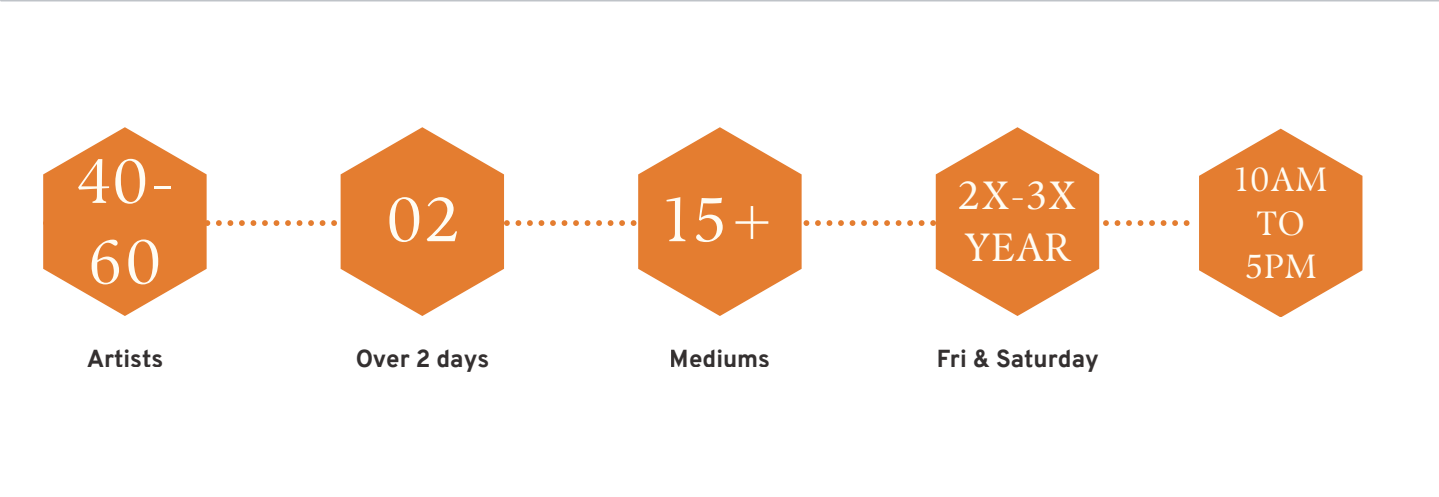
Artist setup Saturday 6-9:30am. Event hours Saturday & Sunday 10am to 5pm. Breakdown after event 5pm-7pm. Off park grounds around 8pm.

Proposed staff on location is 4 individuals. There will be at least 2 authorized staff on location during event hours including setup and breakdown.

Emergency Contact on location during event: Danielle Lynch (231)350-8277, director



Mission	Vision
Bring community awareness to local artists, makers and dreamers by providing a boutique gallery experience for shopping for art in public spaces.	By promoting art in communities, we seek to enhance creativity, encourage outdoor art installations and promote demonstrating techniques to the public.

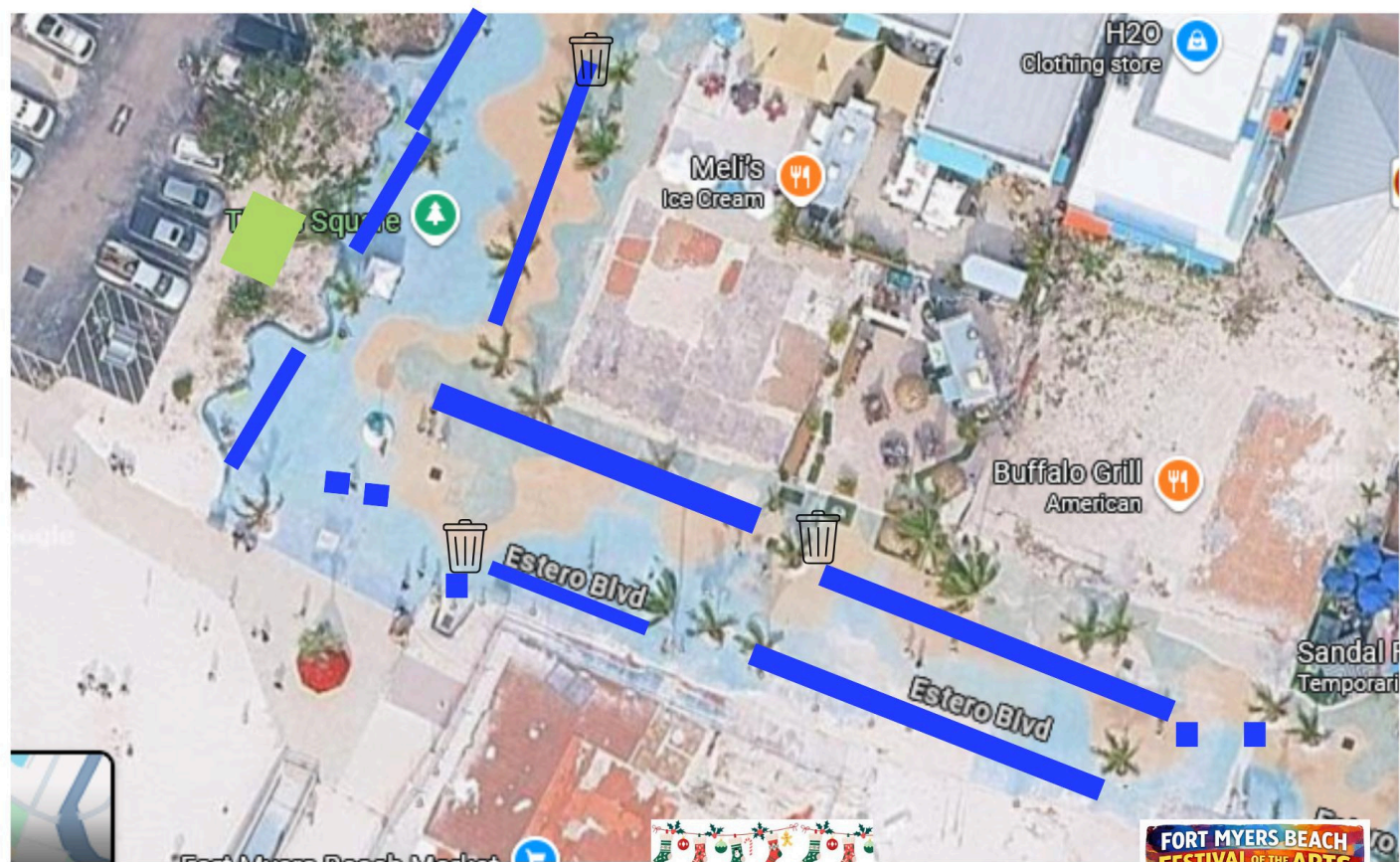


Proposed Event Maps

Please see attached map. I will go in person and check out any landscape obstacles and revise. We expect 40-60 artists this year.. There will be clear ada compliant walkways and any off sidewalk rows will have room for emergency vehicle access.

City wide parking will be utilized for artists and patrons. Artists will unload vehicles quickly and move cars to parking before setting up to avoid congestion. This will be closely monitored by event staff.

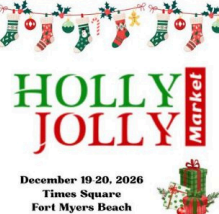
Three garbage cans provided by Blue Ribbon Events.



 10' by 10' tents (40-65)

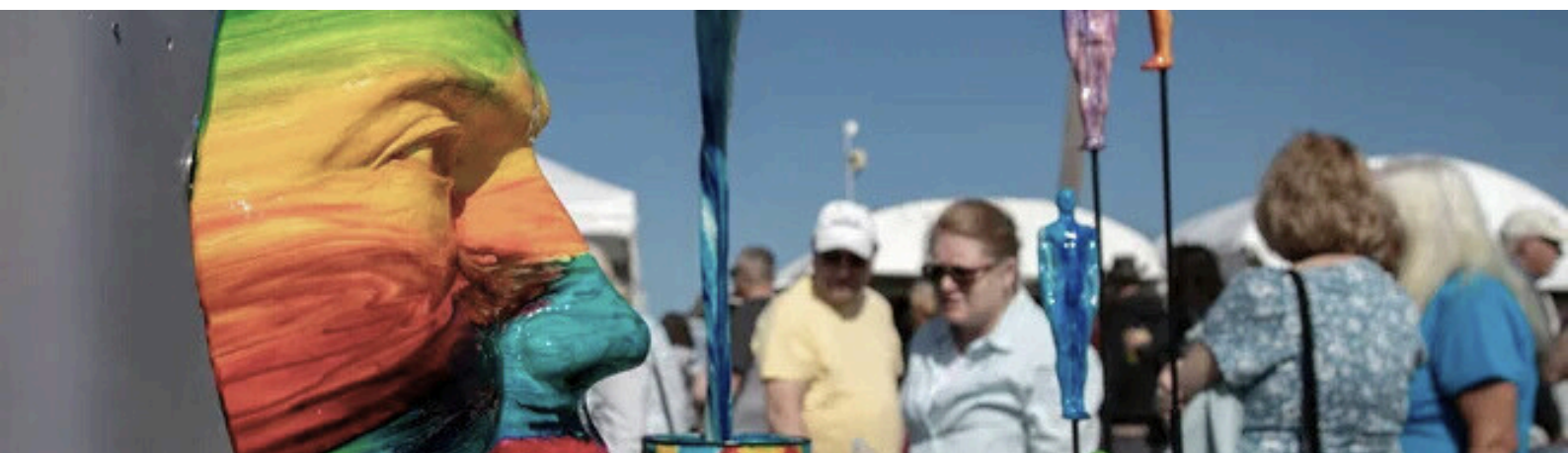
 3 garbage cans

 2 portable bathrooms hidden



For inquiries, contact us.

Website	Email	Phone
www.blueribbonevent.com	blueribboneventsllc@gmail.com	231-350-8277



1. **Request:**

Meeting Date: June 1, 2026

Approval of a Special Event for the Holly Jolly Market to be held on December 19 and December 20, 2026, at Times Square, Fort Myers Beach, from 6:00 AM to 8:00 PM, as requested by Danielle Lynch of Blue Ribbon Events, including approximately 40 to 60 artist and vendor booths featuring handmade goods, holiday gifts, art, fine crafts, boutique merchandise, and bottled alcohol sales, along with portable restroom facilities and event support amenities, subject to further approval by the Fort Myers Beach Fire Control District and the Lee County Sheriff's Office.

Why the action is necessary:

This action is necessary pursuant to Section 22-7(5)(a), Section 22-7(5)(b), and Section 22-7(5)(c) of the Town of Fort Myers Beach Code of Ordinances, as the Holly Jolly Market is a multi-day special event held on Town property within Times Square with anticipated attendance exceeding 500 participants and the potential for alcohol sales during the event.

What the action accomplishes:

Approves the Special Event application and its applicable waivers.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Nora Skipper

5. **Background:**

Blue Ribbon Events is requesting approval for the Holly Jolly Market, a two-day seasonal special event to be held at Times Square on December 19 and 20, 2026, from 10:00 AM to 5:00 PM each day, with setup beginning at 6:00 AM and breakdown completed by approximately 8:00 PM. The event is designed as a boutique-style holiday market featuring approximately 40 to 60 artist and vendor booths offering handmade goods, holiday gifts, fine art, crafts, boutique merchandise, and specialty seasonal items intended for holiday shopping, including stocking stuffers, hostess gifts, and grab-and-go office gifts.

Attendance is estimated at approximately 1,000 visitors over the two-day event, with peak attendance expected during midday Saturday. The market is free and open to the public and is intended to support local artists, small businesses, and economic activity within the Times Square district while creating a festive holiday shopping experience for residents and visitors.

Portable restroom facilities, garbage receptacles, and event staff will be provided by the applicant, with citywide parking utilized for vendors and patrons. Bottled alcohol sales may be included subject to all required licensing and approvals from the Florida Department of Business and Professional Regulation, Division of Alcoholic Beverages and Tobacco (ABT).

Attachments:

1. Holly Jolly Market Application
2. FMB Danielle Planning Map

Financial Impact:

6. **Alternative Action**

Deny the Special Event Application and its waivers.

7. **Management Recommendations:**

Approve the Special Event application and its applicable waivers.

8. **Recommended Approval:**

Nora Skipper,
Thomas Yozzo, Emergency Services Director
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 5/19/2026
Approved - 5/20/2026
Approved - 5/21/2026
Approved - 5/24/2026
Approved - 5/26/2026
Final Approval - 5/26/2026



Town of Fort Myers Beach

Special Event Application Checklist

2525 Estero Boulevard, Fort Myers Beach, Florida 33931

Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

- ☐ A **completed** application is to be turned in 45 days **prior** to the event or a \$5.00 per day cost will be added to the permit cost. You need to submit application to FMB Fire and LSCO.
- ☐ All necessary department approvals – an application is not considered completed until all approvals have been turned in to Town Hall.
- ☐ If Town Council action is required the **completed** application must be turned in 60 days prior to the event in order to get put on the Council agenda to be brought forth to Council, also any application turned in after the 60 days a 10% additional charge to the permit will be added.
- ☐ Detailed description of entire event including set up and breakdown
- ☐ Letters of permission if using someone else's property for event.
- ☐ Site plan – marked off with placement of objects (chairs, tables, tents, etc.)
- ☐ Parking Plan – if applicable
- ☐ Liability Insurance (\$1 million each occurrence and \$2 million general aggregate) naming the Town of Fort Myers Beach as certificate holder
- ☐ A copy of the 500 foot notification letter for any amplification along with the mailing list

You must initial & sign you have read and understand all requirements above.

Danielle Lynch DL



Town of Fort Myers Beach

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

Name of event	Holly Jolly Market - Dec 19-20, 2026		
Attach separate sheet of paper with detailed description of event			
Date(s) and times of event	Dec 19-20, 2026 10am to 5pm		
Address of event	Times Square		
Expected # of participants/attendees	1000 over 2 days		
Sponsoring Organization	Blue Ribbon Events/Danielle Lynch		
Organization address	Po Box 1162, Bellaire, Michigan, 49615		
Contact Person/Phone#	Danielle Lynch (231)350-8277		
E-mail	blueribboneventsllc@gmail.com		
Amplified Music	Y ☐	N ☒	500 Ft Notifications ☐ Copy of Letter ☐
Renting Town Property	Y ☒	N ☐	Renting Parking Spaces Y ☐ N ☒
How many Spaces?	n/a		
How many hours	n/a		
Extension of Premises?	Y ☐	N ☒	ABT Form ☐ How many days? ☐ (Over 3 days needs to go to Council)
Letters of Permission to use Property	n/a		
Letters of Permission to use Parking	n/a		
Parking Plan	artists will self park - I will contact local biz to secure trailer and big rig parking		
Site Plan	☒ Insurance will pull ☐ (Naming Town of FMB as Certificate Holder)		
Requesting Water	Y ☐	N ☒	Electric Y ☒ N ☐ if available - some artists like lights
Requires Council Approval: I am ok if open carry for area restaurants - we will NOT be serving			
Waiver of open container	Y ☒	N ☐	Waiver of Town parking fees Y ☐ N ☒
Waiver of Noise Ordinance	Y ☐	N ☒	Recurring Event Y ☐ N ☐
Applicant Signature			
Printed Name	Danielle Lynch		

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: Blue Ribbon Events

No. of dumpsters: 0 Type of dumpsters: n/a

Who is responsible for clean-up and payment: we will utilize 3 garbage cans with daily removal and disposal of by Blue Ribbon Staff

City right-of-way Parking Use: n/a Number of spaces: n/a

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

Approval: _____ Date: _____

FMB Environment Science: Tel (239)765-0202

FMB Environmental Sciences remarks: _____

Approval: _____ Date: _____

Please forward the completed application and site plan along with the individual approval request to each identified agency below. Once complete return all to our office.

Florida DEP: DEP now provides an online application process for minor event approval

Self Certification for CCCL Permit Guidance Document: <http://www.dep.state.fl.us/beaches/>

FOR MAJOR EVENTS ONLY CONTACT

Kelly Cramer

Tel (239)770-7502 Fax(850)412-0590

Email: kelly.cramer@floridadep.gov

Florida DEP remarks: _____

Check list: Application _____ **Site Plan** _____ **Description** _____

Florida DEP approval: _____ **Date:** _____

Turtle Time Inc.: Eve Haverfield

Tel (239)481-5566 eve@turtletime.org

Turtle Season is May 1 through October 31

Turtle Time remarks: _____

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

FORT MYERS BEACH FIRE 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

15650 Pine Ridge Road, Fort Myers, FL 33908

Tel (239)477-1830

Fax (239)432-0268

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:

☒ Small Outdoor/Indoor Event	☐ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: 03/10/2026		Date of Event: Dec 19-20, 2026
Location: Times Square		
Event Start Date/Time: Dec 19, 2026 10am to 5pm		Event End Date/Time: Dec 20, 2026 5pm
Setup Date: Dec 19, 2026	Setup Time: 6am to 10am	Inspection Time: when needed
Event Sponsor: Blue Ribbon Events/Danielle Lynch		
Sponsor Contact: Danielle Lynch	Sponsor Phone #: (231)350-8277	Sponsor Email: blueribboneventsllc@gmail.com
Anticipated Number of Attendees: 1000	Anticipated Number of Event Workers: 4	
Will there be carnival or mechanical rides: no	Number of Stages: 0	
Total Number of Vendors: 40-60	Total Number of Hot Food Vendors: 0	
Number of Tents larger than 20 x 20: 0	Number of 10 x 10 Tents: 40-60	

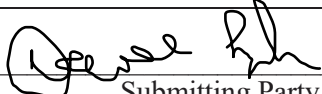
Every vendor with a booth will receive a fire inspection and is responsible for paying an inspection fee. Please list the contact information for the responsible party below.

Please Note: If the event sponsor elects not to pay the vendor's inspection fee, a list of vendors, with full contact information, must be provided to the Fort Myers Beach Fire District. This information shall include contact name, number, and e-mail. All inspection fees will be due at time of service, and must be paid prior to release of any approvals.

Event applications submitted less than thirty (30) days prior to the event will be subject to additional fees. An expedited review may be requested and will be based upon availability, additional fees will apply.

Applications shall include the following:

1. A legible site plan to include proposed layout of the event; fire hydrant locations; fire/emergency access; and distances to any structures.
2. A life safety evaluation may be required based on the size of the event in accordance with the fire code.
3. All vendors should review FMBFD guidelines, on our website at www.FMBFirefl.gov
4. Failure to comply with requirements of the FMBFD may result in additional fees and/or shutdown of the vendor(s).

Danielle Lynch	
Submitting Party Name (Print)	Submitting Party Name (Sign)
Date: 03/10/2026	

Event Proposals

FOR: CITY OF FORT MYERS BEACH



Presented to
Nora Skipper

Presented by
Danielle Lynch

Mar 10, 2026

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- III. Requested Dates
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Blue Ribbon Events is familiar with working with both the City of Fort Myers Beach and the State of Florida, as well as many local cities & towns as we have had other events in surrounding area in the past. I started with the Invitational at Lover's key and Mermaid Fest back 2017 when I resided on the Island.

Today, in this ever-changing world, with over 30 annual events, we understand what makes a successful art/craft show event from all perspectives: a patron, artist and event planner. When we partner with a township, city or municipality; we actively promote "heads in beds" and are constantly looking how we can positively impact the area with economic growth for both local businesses and the artists we feature. We are active in

the local community and belong to many chambers. We believe there should be a symbiosis between shops, restaurants and events to generate & create interest in an art show event.



Events Prospectus

We are requesting 3 events. Two have been held on FMB in the past at our previous Lover's Key location. The proposed events will be a boutique style, art & craft show. The focus will be on handmade, unique creations to include art and fine crafts, unique designers and interesting functional & wearable goods. We believe that art is subjective and not limited to what's on a price tag.

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We need minimal town/staff support just processing paperwork. Blue Ribbon Events will provide and monitor garbage receptacles. We pretty much require just green space. We are not requesting any city service

Event hours are 10am to 5pm Saturday & Sunday. Setup will be Saturday am 6am to 9:30am. Break down will begin promptly at 5pm Sunday with expected completion to be 7-8pm.

We pay and utilize a licensed artist portal which gives us exposure to more than 10000 artists along with our own in-house application which may be found on our website. Blue Ribbon Events in house database is more than 5700 artists, all of whom receive emails & notifications of upcoming events. Each event is marketed and promoted through print ads and digital marketing. Some locations, radio ads are utilized. Blue Ribbon Events will coordinate all marketing/promoting materials to maximize exposure. All events have their own dedicated Facebook event created which is boosted for maximum exposure 15-30 days before event date.

Each event we manage carries a 1million/2million insurance policy. This will be submitted at least 30 days before first event. All of our insurance policies cover liquor sales for on sight consumption. Please provide exact verbage of additionally insured.

Expected attendance is 1000 over two days with peak hours being Saturday 11-2pm. Event is FREE admission to the public. Two portable bathroom units will be placed in an agreed upon location. Garbage receptacle will be provided and maintained by Blue Ribbon Events. Emptied each evening to minimize any potential critter issues.

Music will be provided via bluetooth speakers locked around location. Music will be at a reasonable background level and will be played 9am to 5pm Saturday & Sunday. We may add live music to Festival of the Arts as needed.

There will be a hospitality tent/home base. This is where artists check-in upon arrival. This location will have bottled water for artists, an emergency first aid kit, and a meeting place for information. This designated area is communicated to all artists to go to if they do not see staff support walking around.

I will also be reaching reached out to the local artist groups to incorporate them if interested.

Upon arrival, artists will check in with hospitality tent. All artists will unload from an available parking space along east perimeter of park. Once unloaded, they will move vehicles to parking before setting up. All artists will self park.

Blue Ribbon Events will be responsible for filing all appropriate city paperwork.

Requested Dates & Location contact details

Dec 19-20, 2026 Holly Jolly Market

Jan 23-24, 2027 Festival of the Arts

April 17 & 18, 2027 5th annual Mermaid Fest - bringing it back

Artist setup Saturday 6-9:30am. Event hours Saturday & Sunday 10am to 5pm. Breakdown after event 5pm-7pm. Off park grounds around 8pm.

Proposed staff on location is 4 individuals. There will be at least 2 authorized staff on location during event hours including setup and breakdown.

Emergency Contact on location during event: Danielle Lynch (231)350-8277, director

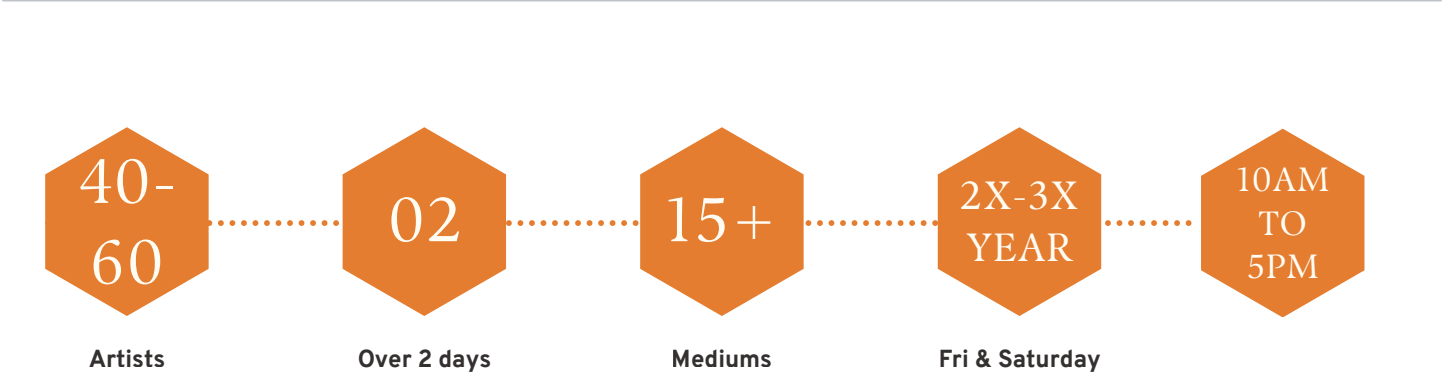


Mission

Bring community awareness to local artists, makers and dreamers by providing a boutique gallery experience for shopping for art in public spaces.

Vision

By promoting art in communities, we seek to enhance creativity, encourage outdoor art installations and promote demonstrating techniques to the public.

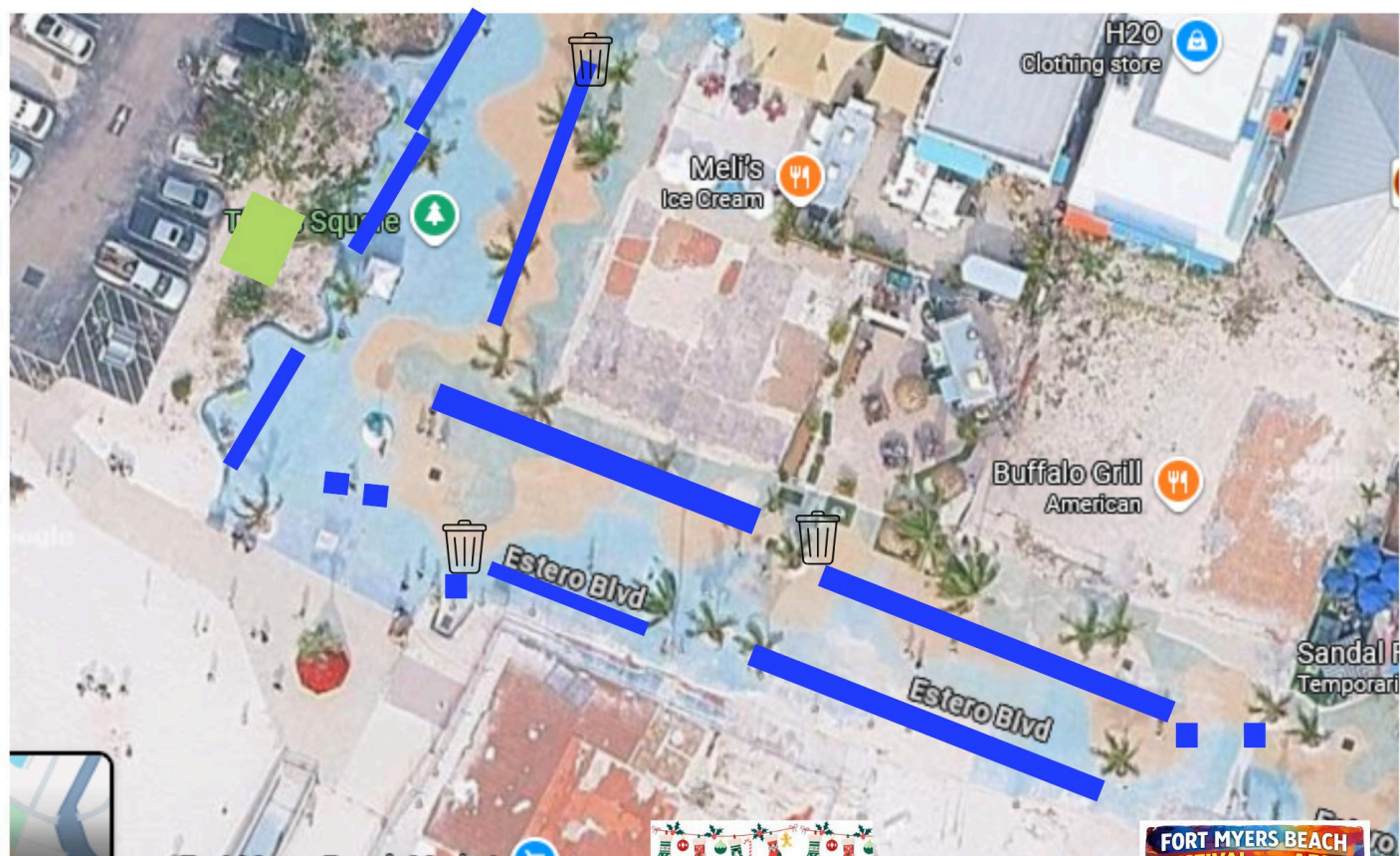


Proposed Event Maps

Please see attached map. I will go in person and check out any landscape obstacles and revise. We expect 40-60 artists this year.. There will be clear ada compliant walkways and any off sidewalk rows will have room for emergency vehicle access.

City wide parking will be utilized for artists and patrons. Artists will unload vehicles quickly and move cars to parking before setting up to avoid congestion. This will be closely monitored by event staff.

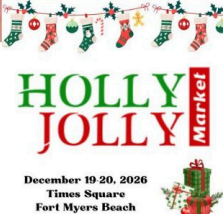
Three garbage cans provided by Blue Ribbon Events.



 10' by 10' tents (40-65)

 3 garbage cans

 2 portable bathrooms hidden



December 19-20, 2026
Times Square
Fort Myers Beach

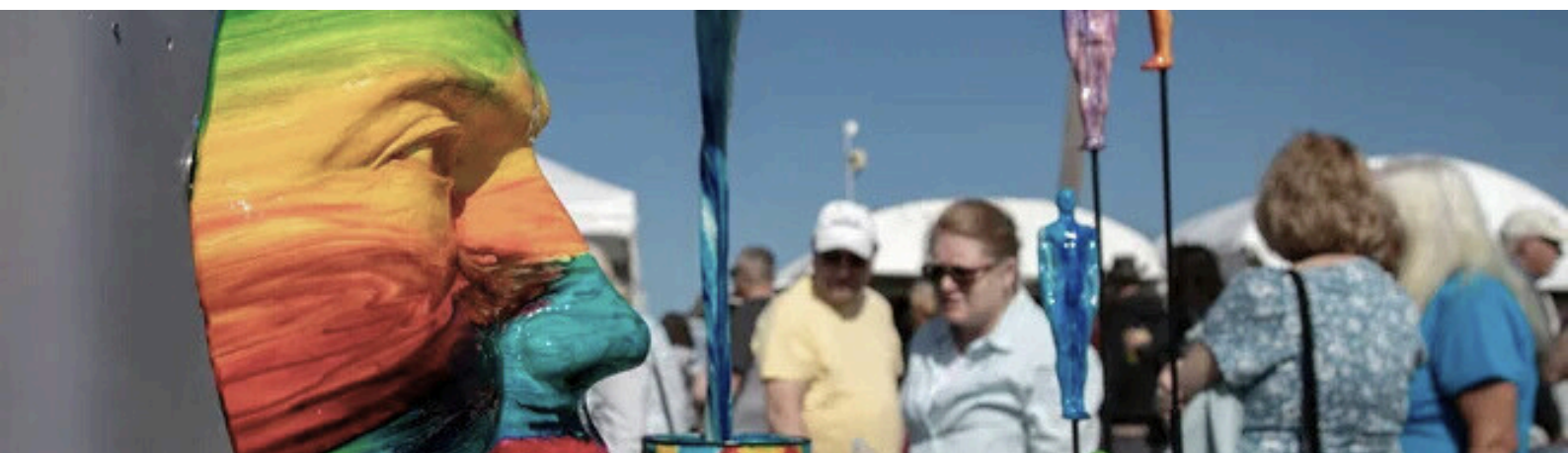




FORT MYERS BEACH
FESTIVAL OF THE ARTS
JAN 23-24
TIMES SQUARE

For inquiries, contact us.

Website	Email	Phone
www.blueribbonevent.com	blueribboneventsllc@gmail.com	231-350-8277



1. **Request:**

Meeting Date: June 1, 2026

Approval of a Special Event for Mermaid Fest to be held on April 17 and April 18, 2027, at Times Square, Fort Myers Beach, from 6:00 AM to 8:00 PM, as requested by Danielle Lynch of Blue Ribbon Events, including setup, event operations, and breakdown, approximately 40 to 60 artist and vendor booths featuring nature and Florida-themed art, handmade goods, educational nonprofit participation, environmental awareness activities, wellness demonstrations, the Mermaid Contest with cash awards, and related event support amenities, along with portable restroom facilities, subject to further approval by the Fort Myers Beach Fire Control District and the Lee County Sheriff's Office.

Why the action is necessary:

This action is necessary pursuant to Section 22-7(5)(b) of the Town of Fort Myers Beach Code of Ordinances, as Mermaid Fest is a special event held on Town property within Times Square with anticipated attendance exceeding 500 participants.

What the action accomplishes:

Approves the Special Event Application and its applicable waivers.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Other

4. **Submitter of Information:**

Nora Skipper

5. **Background:**

Blue Ribbon Events is requesting approval for Mermaid Fest, a two-day special event to be held at Times Square on April 17 and 18, 2027, from 10:00 AM to 5:00 PM each day, with setup beginning at 6:00 AM and breakdown completed by approximately 8:00 PM. The event is designed as a boutique-style art and community festival focused on environmental awareness, education, and Florida-themed handmade goods, featuring approximately 40 to 60 artist and vendor booths along with nonprofit organizations supporting conservation and community engagement.

Participating groups may include organizations focused on reef awareness, sea turtle protection, clean water advocacy, wellness activities such as yoga or pilates demonstrations, and other nature-based educational outreach. The event will also include the return of the Mermaid Contest with cash awards as a signature community attraction.

Attendance is estimated at approximately 1,000 visitors over the two-day event, with peak attendance expected during midday Saturday. The event is free and open to the public and is intended to support local artists, promote environmental stewardship, encourage tourism, and create a family-friendly community event within the Times Square district. Portable restroom facilities, garbage receptacles, and event staff will be provided by the applicant, with citywide parking utilized for vendors and patrons.

Attachments:

1. Mermaid Fest Application
2. FMB Danielle Planning Map

Financial Impact:

6. Alternative Action

Deny the Special Event Application and its waivers.

7. Management Recommendations:

Approve the Special Event Application and its applicable waivers.

8. Recommended Approval:

Nora Skipper,
Thomas Yozzo, Emergency Services Director
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 5/19/2026
Approved - 5/20/2026
Approved - 5/21/2026
Approved - 5/24/2026
Approved - 5/26/2026
Final Approval - 5/26/2026



Town of Fort Myers Beach

Special Event Application Checklist

2525 Estero Boulevard, Fort Myers Beach, Florida 33931

Tel: (239) 765-0202 Email: Specialevents@fmbgov.com

- ☐ A **completed** application is to be turned in 45 days **prior** to the event or a \$5.00 per day cost will be added to the permit cost. You need to submit application to FMB Fire and LSCO.
- ☐ All necessary department approvals – an application is not considered completed until all approvals have been turned in to Town Hall.
- ☐ If Town Council action is required the **completed** application must be turned in 60 days prior to the event in order to get put on the Council agenda to be brought forth to Council, also any application turned in after the 60 days a 10% additional charge to the permit will be added.
- ☐ Detailed description of entire event including set up and breakdown
- ☐ Letters of permission if using someone else's property for event.
- ☐ Site plan – marked off with placement of objects (chairs, tables, tents, etc.)
- ☐ Parking Plan – if applicable
- ☐ Liability Insurance (\$1 million each occurrence and \$2 million general aggregate) naming the Town of Fort Myers Beach as certificate holder
- ☐ A copy of the 500 foot notification letter for any amplification along with the mailing list

You must initial & sign you have read and understand all requirements above.

Danielle Lynch DL



Town of Fort Myers Beach

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

Name of event	5th annual Mermaid Fest April 17-18, 2027		
Attach separate sheet of paper with detailed description of event			
Date(s) and times of event	April 17-18, 2027 10am to 5pm		
Address of event	Times Square		
Expected # of participants/attendees	1000 over 2 days		
Sponsoring Organization	Blue Ribbon Events/Danielle Lynch		
Organization address	Po Box 1162, Bellaire, Michigan, 49615		
Contact Person/Phone#	Danielle Lynch (231)350-8277		
E-mail	blueribboneventsllc@gmail.com		
Amplified Music	Y ☐	N ☒	500 Ft Notifications _____ Copy of Letter _____
Renting Town Property	Y ☒	N ☐	Renting Parking Spaces Y ☐ N ☒
How many Spaces?	n/a How many hours n/a		
Extension of Premises?	Y ☐	N ☒	ABT Form _____ How many days? _____ (Over 3 days needs to go to Council)
Letters of Permission to use Property	n/a		
Letters of Permission to use Parking	n/a Parking Plan artists will self park - I will contact local biz to secure trailer and big rig parking		
Site Plan	x Insurance will pull (Naming Town of FMB as Certificate Holder)		
Requesting Water	Y ☐	N ☒	Electric Y ☒ N ☐ if available - some artists like lights
Requires Council Approval: I am ok if open carry for area restaurants - we will NOT be serving			
Waiver of open container	Y ☒	N ☐	Waiver of Town parking fees Y ☐ N ☒
Waiver of Noise Ordinance	Y ☐	N ☒	Recurring Event Y ☐ N ☐
Applicant Signature			
Printed Name	Danielle Lynch		

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: Blue Ribbon Events

No. of dumpsters: 0 Type of dumpsters: n/a

Who is responsible for clean-up and payment: we will utilize 3 garbage cans with daily removal and disposal of by Blue Ribbon Staff

City right-of-way Parking Use: n/a Number of spaces: n/a

To be completed by Town Hall employees:

FMB Public Works:

Public Works remarks: _____

Approval: _____ Date: _____

FMB Environment Science: Tel (239)765-0202

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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.

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100 Voorhis Street · Fort Myers Beach, Florida 33931

Phone (239) 590-4210 • Email: prevention@FMBFirefl.gov

Special Events Application and Guidebook

Event Type:

☒ Small Outdoor/Indoor Event	☐ Large Outdoor/Indoor Event	☐ Firework Display
Date of Application: 03/10/2026		Date of Event: April 17-18, 2027
Location: Times Square		
Event Start Date/Time: April 17 2027 10am to 5pm		Event End Date/Time: April 18, 027 5pm
Setup Date: April 17, 2027	Setup Time: 6am to 10am	Inspection Time: when needed
Event Sponsor: Blue Ribbon Events/Danielle Lynch		
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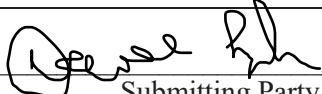
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Danielle Lynch	
Submitting Party Name (Print)	Submitting Party Name (Sign)
Date: 03/10/2026	

Event Proposals

FOR: CITY OF FORT MYERS BEACH



Presented to
Nora Skipper

Presented by
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We pay and utilize a licensed artist portal which gives us exposure to more than 10000 artists along with our own in-house application which may be found on our website. Blue Ribbon Events in house database is more than 5700 artists, all of whom receive emails & notifications of upcoming events. Each event is marketed and promoted through print ads and digital marketing. Some locations, radio ads are utilized. Blue Ribbon Events will coordinate all marketing/promoting materials to maximize exposure. All events have their own dedicated Facebook event created which is boosted for maximum exposure 15-30 days before event date.

Each event we manage carries a 1million/2million insurance policy. This will be submitted at least 30 days before first event. All of our insurance policies cover liquor sales for on sight consumption. Please provide exact verbage of additionally insured.

Expected attendance is 1000 over two days with peak hours being Saturday 11-2pm. Event is FREE admission to the public. Two portable bathroom units will be placed in an agreed upon location. Garbage receptacle will be provided and maintained by Blue Ribbon Events. Emptied each evening to minimize any potential critter issues.

Music will be provided via bluetooth speakers locked around location. Music will be at a reasonable background level and will be played 9am to 5pm Saturday & Sunday. We may add live music to Festival of the Arts as needed.

There will be a hospitality tent/home base. This is where artists check-in upon arrival. This location will have bottled water for artists, an emergency first aid kit, and a meeting place for information. This designated area is communicated to all artists to go to if they do not see staff support walking around.

I will also be reaching reached out to the local artist groups to incorporate them if interested.

Upon arrival, artists will check in with hospitality tent. All artists will unload from an available parking space along east perimeter of park. Once unloaded, they will move vehicles to parking before setting up. All artists will self park.

Blue Ribbon Events will be responsible for filing all appropriate city paperwork.

Requested Dates & Location contact details

Dec 19-20, 2026 Holly Jolly Market

Jan 23-24, 2027 Festival of the Arts

April 17 & 18, 2027 5th annual Mermaid Fest - bringing it back

Artist setup Saturday 6-9:30am. Event hours Saturday & Sunday 10am to 5pm. Breakdown after event 5pm-7pm. Off park grounds around 8pm.

Proposed staff on location is 4 individuals. There will be at least 2 authorized staff on location during event hours including setup and breakdown.

Emergency Contact on location during event: Danielle Lynch (231)350-8277, director

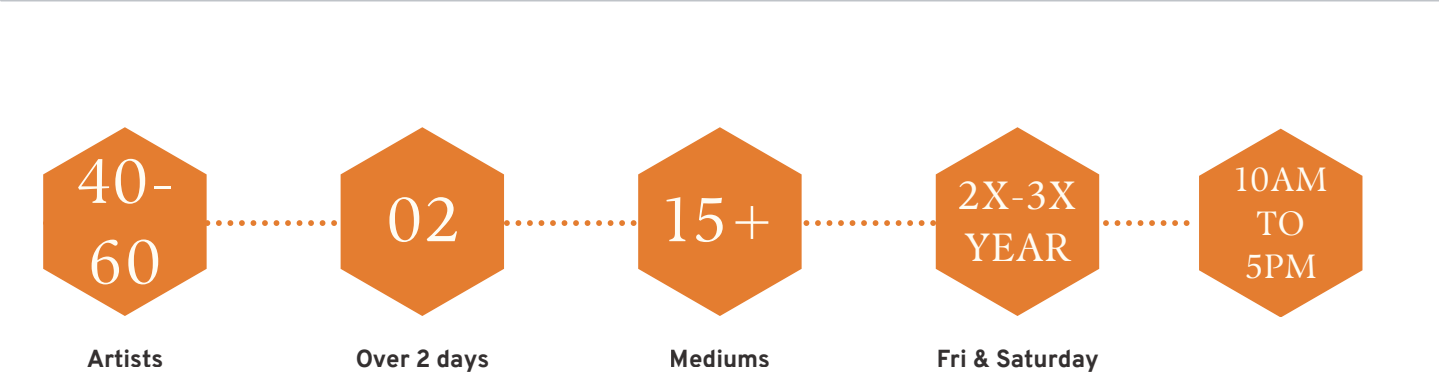


Mission

Bring community awareness to local artists, makers and dreamers by providing a boutique gallery experience for shopping for art in public spaces.

Vision

By promoting art in communities, we seek to enhance creativity, encourage outdoor art installations and promote demonstrating techniques to the public.

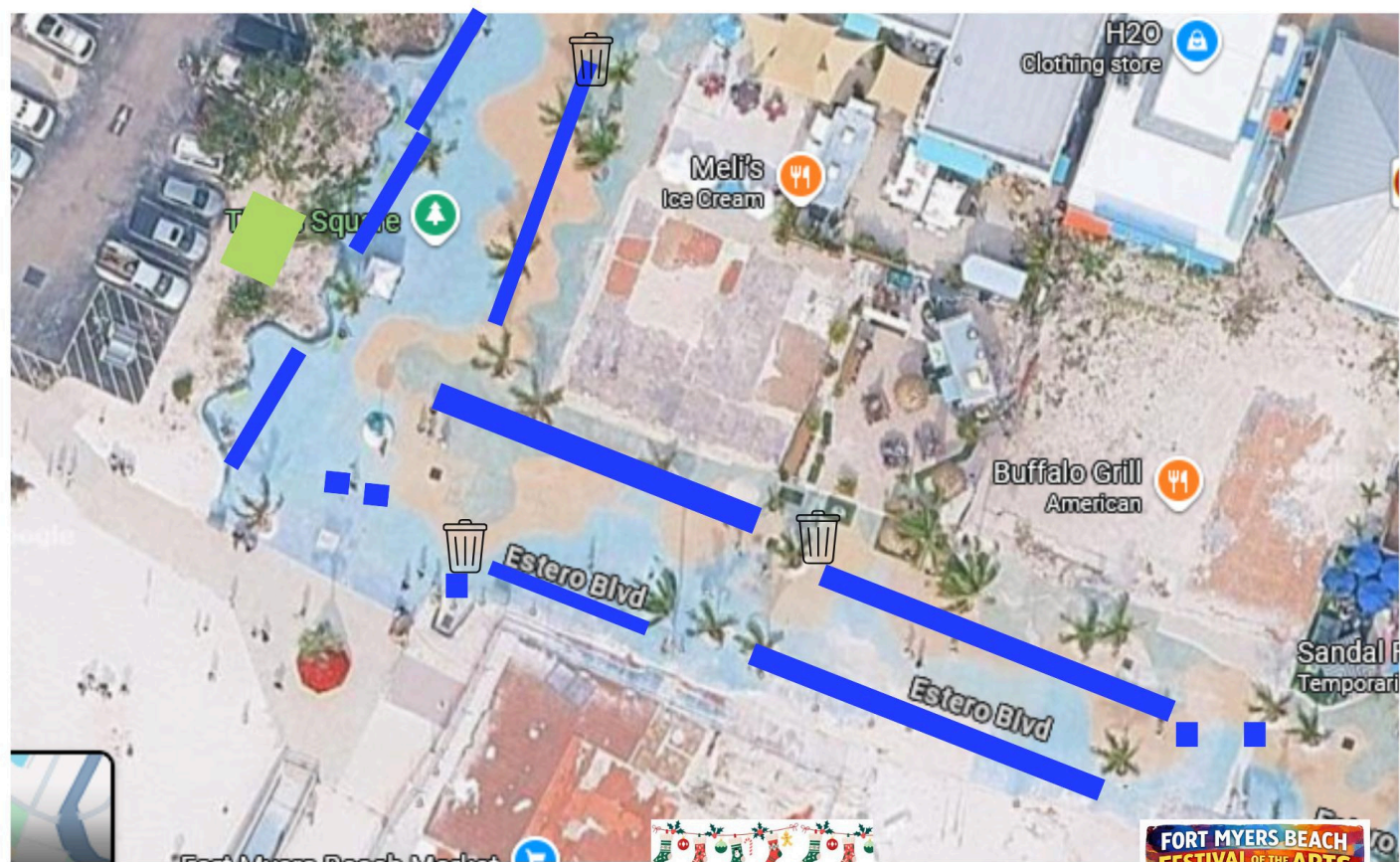


Proposed Event Maps

Please see attached map. I will go in person and check out any landscape obstacles and revise. We expect 40-60 artists this year.. There will be clear ada compliant walkways and any off sidewalk rows will have room for emergency vehicle access.

City wide parking will be utilized for artists and patrons. Artists will unload vehicles quickly and move cars to parking before setting up to avoid congestion. This will be closely monitored by event staff.

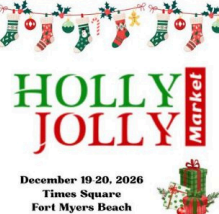
Three garbage cans provided by Blue Ribbon Events.



 10' by 10' tents (40-65)

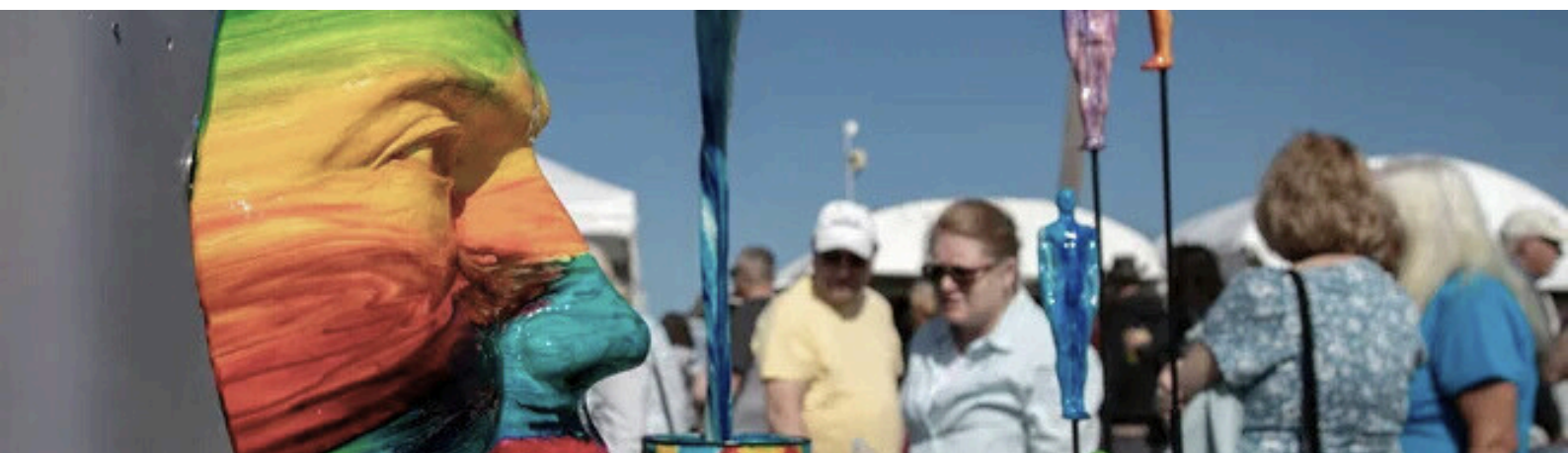
 3 garbage cans

 2 portable bathrooms hidden



For inquiries, contact us.

Website	Email	Phone
www.blueribbonevent.com	blueribboneventsllc@gmail.com	231-350-8277



1. **Request:**

Meeting Date: June 1, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE CONVEYANCE OF CERTAIN REAL PROPERTY BY QUITCLAIM DEED TO CHRISTOPHER LEE JOHNSON AND MARY SUSAN JOHNSON; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID QUITCLAIM DEED; AUTHORIZING ALL APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY ACTIONS TO EFFECTUATE THE CONVEYANCE; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

This action is necessary to allow them to proceed with the repairs to the portion of seawall on their property. Conveying any interest the Town may or may not have in the adjacent property through a Quitclaim Deed will remove any potential ownership uncertainty and enable Christopher Lee Johnson and Mary Susan Johnson to obtain the necessary permits and repair their seawall.

What the action accomplishes:

This action authorizes the Mayor to execute a Quitclaim Deed conveying any interest the Town may or may not have in the property adjacent to Johnson's property. This will allow Johnson's to move forward with the repairs of their seawall.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Execution of the Quitclaim Deed

4. **Submitter of Information:**

5. **Background:**

This item is being presented for discussion and approval. The parcel under consideration creates a barrier that prevents the property owner from properly repairing their seawall on the property. By relinquishing any claim the Town may have on this parcel, the Town will allow Christopher Lee Johnson and Mary Susan Johnson to proceed with the repairs necessary to restore their seawall. The conveyance shall be by quitclaim deed providing no assurances as to the Town's legal right to the property. This action minimizes the Town's liability regarding title litigation over the submerged lands.

Attachments:

1. RESOLUTION 26-XX APPROVING THE CONVEYANCE OF CERTAIN REAL PROPERTY BY QUITCLAIM DEED TO CHRISTOPHER LEE JOHNSON AND MARY SUSAN JOHNSON
2. Quit Claim Deed - Christopher Lee Johnson and Mary Susan Johnson

Financial Impact:

None

6. **Alternative Action**

7. **Management Recommendations:**

N/A

8. **Recommended Approval:**

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

Created/Initiated - 5/4/2026
Approved - 5/4/2026
Approved - 5/8/2026
Approved - 5/12/2026
Approved - 5/22/2026
Final Approval - 5/22/2026

RESOLUTION NUMBER 26-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE CONVEYANCE OF CERTAIN REAL PROPERTY BY QUITCLAIM DEED TO CHRISTOPHER LEE JOHNSON AND MARY SUSAN JOHNSON; AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID QUITCLAIM DEED; AUTHORIZING ALL APPROPRIATE TOWN OFFICIALS TO TAKE ALL NECESSARY ACTIONS TO EFFECTUATE THE CONVEYANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities have the authority to convey real property for municipal purposes when deemed to be in the best interest of the public; and

WHEREAS, the Town of Fort Myers Beach ("Town") is the owner of certain real property located within Lee County, Florida; and

WHEREAS, the Town Council has determined that a parcel of land adjacent to the rear lot lines of Lots 10, Block D, Shell Mond Park Subdivision, as recorded in Plat Book 11, Page 4, of the Public Records of Lee County, Florida, is surplus property and not needed for any Town purpose; and

WHEREAS, the Town desires to convey said parcel to CHRISTOPHER LEE JOHNSON and MARY SUSAN JOHNSON, husband and wife ("Grantees"), via Quitclaim Deed for consideration and other good and valuable consideration; and

WHEREAS, the Town Council finds that conveying the property is in the best interest of the Town and serves a valid public purpose; and

WHEREAS, the Quitclaim Deed has been prepared and reviewed, and the Town Council desires to authorize its execution.

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

Section 1. The above recitals are true and correct and are hereby incorporated herein as the findings of the Town Council.

Section 2. The conveyance of the subject property to CHRISTOPHER LEE JOHNSON and MARY SUSAN JOHNSON by Quitclaim Deed is hereby approved. The Town Manager is authorized to execute the Quitclaim Deed on behalf of the Town, and all appropriate Town officials are authorized to take all necessary actions to implement and complete the conveyance.

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 Council Member _____ and seconded by Council Member _____, and upon being put to a vote, the result was as follows:

_____	,Mayor	_____
_____	,Vice Mayor	_____
_____	,Council Member	_____
_____	,Council Member	_____
_____	,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 Adlers, Mayor

ATTEST:

Town Clerk

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

Town Attorney

This Resolution was filed in the Office of the Town Clerk on this ____ day of _____ 2026.

This instrument prepared by/return to:
Nancy Stuparich, Esq.
Vose Law Firm, LLP
Town Attorney, Town of Fort Myers Beach
324 W. Morse Blvd.
Winter Park, FL 32789

Parcel Identification No.:

QUIT-CLAIM DEED

This Quit-Claim Deed, executed this ____ day of _____, 2026, by the first party, TOWN OF FORT MYERS BEACH, a municipality of the State of Florida, whose address is 6231 Estero Blvd, Fort Myers Beach, Florida 33931 (“Grantor”), to the second party, CHRISTOPHER LEE JOHNSON AND MARY SUSAN JOHNSON, husband and wife, whose address is 369 Madison Ct, Fort Myers Beach, Florida, 33931, (“Grantee”):

(Wherever used herein, the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, that the said first party, for and in consideration of the sum of \$10.00, and other good and valuable consideration paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the said second party forever, all the right, title, interest, claim, and demand which the said first party has in and to the following described parcel of land, and all improvements and appurtenances thereto, in Lee County, State of Florida:

All of that parcel adjacent to the rear lot line of Lot 10 Block D of subdivision Shell Mound Park, according to the plat thereof as recorded in Plat Book 11, Page 4, of the Public Records of Lee County Florida, lying Northwesterly between the lot line and the mean high water line of the adjacent waterway.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging to or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the Grantee forever.

THE REAL PROPERTY described in this instrument is not nor ever has been the constitutional homestead nor the primary physical residence of the Grantor.

In Witness Whereof, the Grantor has executed this Quit Claim Deed as of the day and year first above written.

[Signature Page to Follow]

Signed, sealed and delivered in presence of:

TOWN OF FORT MYERS BEACH

Witness #1 Signature

By:
Its:

Witness # Printed Name

ATTEST:

Witness #1 Address

Amy Baker, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Witness #2 Signature

Nancy Stuparich, Town Attorney

Witness #2 Printed Name

Witness #2 Address

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 202____, by _____, who is ☐ personally known to me or who ☐ has produced _____ (type of identification) as identification and has affirmed that he/she signs the instant deed of his/her own free will.

Notary Public

[Notary Seal]

Name typed, printed or stamped
My Commission Expires: _____

1. **Request:**

Meeting Date: June 1, 2026

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, DELEGATING AUTHORITY TO THE MAYOR TO EXECUTE MODIFICATION #2 TO SUBGRANT AGREEMENT CONTRACT NUMBER 1502 BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND TOWN OF FORT MYERS BEACH TO EXTEND CONTRACT NUMBER 1502 TO DECEMBER 31, 2026; AND PROVIDING AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

Modification #2 of Contract Number D1502 between the TOWN and the Florida Division of Emergency Management will extend the expiration date of Contract Number D1502 from March 31, 2026 to December 31, 2026.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

The Town of Fort Myers Beach significant damage to their beaches due to major Hurricane Ian.

The Town of Fort Myers Beach was awarded \$8,000,000 by Contract Number D1502 for their Beach Renourishment Projects to place and grade beach compatible sand along the central and south segments of Estero Island which was lost due to major Hurricane Ian.

Modification #1 of Contract Number D1502 between the TOWN and the Florida Division of Emergency Management added native dune vegetation plantings as an eligible activity for funding.

Attachments:

1. Resolution No. 26-XX- Mayor Execute D1502 Mod 2 Extension
2. D1502 Mod2
3. D1502 MOD 1 Town of Fort Myers Beach (executed)
4. D1502 Town of Fort Myers Beach Agreement (executed)

Financial Impact:

Modification #2 of Contract Number D1502 extends the availability of funds of Contract Number D1502 from March 31, 2026 to December 31, 2026.

6. **Alternative Action**

Do not authorize the Mayor to execute Modificaton #2 of D1502.

7. **Management Recommendations:**

Authorize Mayor to execute Modification #2 of D1502.

8. **Recommended Approval:**

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

Created/Initiated - 5/18/2026
Approved - 5/18/2026
Approved - 5/21/2026
Approved - 5/24/2026
Approved - 5/26/2026
Final Approval - 5/26/2026

RESOLUTION NO. 2026-__

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, LEE COUNTY, FLORIDA, DELEGATING AUTHORITY TO THE MAYOR TO EXECUTE MODIFICATION #2 TO SUBGRANT AGREEMENT CONTRACT NUMBER 1502 BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND TOWN OF FORT MYERS BEACH TO EXTEND CONTRACT NUMBER 1502 TO DECEMBER 31, 2026; 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 of Fort Myers Beach significant damage to their beaches due to major Hurricane Ian; and

WHEREAS, The Town of Fort Myers Beach was awarded \$8,000,000 by Contract Number D1502 for their Beach Renourishment Projects to place and grade beach compatible sand along the central and south segments of Estero Island which was lost due to major Hurricane Ian; and

WHEREAS, Modification #1 of Contract Number D1502 between the TOWN and the Florida Division of Emergency Management added native dune vegetation plantings as an eligible activity for funding; and

WHEREAS, Modification #2 of Contract Number D1502 between the TOWN and the Florida Division of Emergency Management will extend the expiration date of Contract Number D1502 from March 31, 2026 to December 31, 2026; and

WHEREAS, the Town Council of the TOWN finds it is in the best interest of the citizens of the TOWN to delegate authority to the Mayor to execute Modification #2 of Contract Number D1502 between the TOWN and the Florida Division of Emergency Management.

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

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 delegates authority to the Mayor to execute Modification #2 of Contract Number D1502 between the TOWN and the Florida Division of Emergency Management.

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

The foregoing Resolution was adopted by the Town Council upon 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

**MODIFICATION #2 TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND TOWN OF FORT MYERS BEACH**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Town of Fort Myers Beach ("Recipient"), to modify Contract Number D1502, which began on March 5, 2024 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient of **\$8,000,000.00**.

WHEREAS the Agreement expires on March 31, 2026; and,

WHEREAS the Division and the Recipient desire to modify the Agreement; and,

WHEREAS the Division and the Recipient desire to reinstate and extend the terms of the Agreement; and

WHEREAS the Division and the Recipient desire to modify the Agreement; and,

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Paragraph 7 of the Agreement is hereby amended to read as follows:

This Agreement shall begin upon execution by both parties and shall end on **December 31, 2026**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

2. All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: TOWN OF FORT MYERS BEACH

By: _____

Name and Title: _____

Date: _____

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: **Kevin Guthrie, Executive Director**

Date: _____

**MODIFICATION #1 TO SUBGRANT AGREEMENT BETWEEN
THE DIVISION OF EMERGENCY MANAGEMENT AND TOWN OF FORT
MYERS BEACH**

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Town of Fort Myers Beach ("Recipient"), to modify Contract Number D1502, which began on March, 5, 2024 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to Recipient of **\$8,000,000.00**;

WHEREAS, the Agreement expires on March 31, 2026; and,

WHEREAS, the Division and the Recipient desire to modify the Agreement; and,

WHEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Attachment A to the Scope of Work of the Agreement will include the following as an eligible activity under this funding:
 - a. The dune may be planted with native dune vegetation.
2. All provisions not in conflict with this Modification remain in full force and effect and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

RECIPIENT: TOWN OF FORT MYERS BEACH

Signature:  Dan Allers

Name: Dan Allers

Title: Mayor

Date: 4/23/2024

DIVISION OF EMERGENCY MANAGEMENT

Signature:  Ian Guidicelli

Name and Title: **Kevin Guthrie, Director, or Ian Guidicelli, Response Bureau Chief,
as Authorized Representative.**

Date: 5/7/2024

STATE-FUNDED LAP GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Town of Fort Myers Beach**, Florida (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

- a. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Recipient performance; and,
- ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Berenice Hernandez Avila
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4206
Email: Berenice.Hernandez@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Cheri Russ
2525 Estero Boulevard
Fort Myers Beach, FL 33931
Telephone: 239-765-0202
Email: cheri.russ@fmbgov.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **March 31, 2026** unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(8) **FUNDING**

a. This is a one-time grant Agreement, subject to the availability of legislatively appropriated funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will grant funds to the Recipient only for allowable costs that will be incurred by the Recipient in the successful completion of each deliverable or for loss of revenue.

d. The Division will review any request for grant funding by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term “improper payment” means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. All funds shall be placed in an interest-bearing account and the interest shall be returned to the Division quarterly until the completion of all deliverables. The interest shall be returned to the Division's General Revenue Fund.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed

under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine (9) months from the end of the Recipient’s fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments or FEMA Public Assistance funds until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall obtain engineering inspection reports for any new construction or installation. The Recipient shall furnish the reports to the Division within fifteen (15) days of receipt of the completed report.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make

payments or partial payments, if applicable, after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) 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 Division and 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. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Proposed Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Foreign Country of Concern Affidavit

(19) PAYMENTS

a. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

b. If the Recipient is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), Florida Statutes, the Division may issue payment of submitted invoices for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. The Recipient may elect in writing to exercise this provision as long as the Recipient is a county or municipality which is a rural community or rural area of opportunity, as defined in section 288.0656(2), Florida Statutes, and demonstrates financial hardship. A county or municipality located within a financially constrained county, as defined in section 288.67(1), Florida Statutes, is deemed to have demonstrated a financial hardship for the purposes of this provision.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of completion of the last deliverable.

(20) REPAYMENTS

All refunds, repayments, or interest due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment E) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Use of grant funds for travel is not authorized.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division 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 this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations that will be incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes., or 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 been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

t. The Recipient shall attest in Attachment F of this agreement, it is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern pursuant to Section 287.138, Florida Statutes.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked

work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: Town of Fort Myers Beach, Florida

By:  Dan Allers

Name and Title: Dan Allers Mayor

Date: 1/31/2024

FID# 65-0632342

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By:  Ian Guidicelli

Name and Title: **Kevin Guthrie, Director, or Ian Guidicelli, Response Bureau Chief, as Authorized Representative.**

Date: 3/5/2024

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO S SB 2500 (2023), ITEM 2676A:

State Project -

State awarding agency **Florida Division of Emergency Management**

Amount of State Funding: **\$350,000,000**

2676A LUMP SUM
HURRICANE RECOVERY GRANT PROGRAM
FROM GENERAL REVENUE FUND 350,000,000

Funds in Specific Appropriation 2676A are provided for hurricane repair and recovery related to projects within counties designated in the Federal Emergency Management Agency disaster declarations for Hurricanes Ian and Nicole. The Executive Office of the Governor, Division of Emergency Management is authorized to request budget amendments up to \$350,000,000 requesting release of funds pursuant to chapter 216, Florida Statutes, to provide resources to fund gaps in: mitigation of local and county revenue losses and operating deficits; infrastructure repair and replacement, including road, sewer, and water facilities; beach renourishment; and debris removal. The division is authorized to approve requests for resources by local governments, independent special districts, and school boards, including charter schools. A local government may submit a request for resources to administer infrastructure repair or beach renourishment grants within the jurisdiction of the local government, provided that the grant program requires matching funds by grantees of at least 50 percent of project costs. Requests for the release of funds shall include certification that includes, but is not limited to:

1. That funding requested by the local government, independent special district, and school board, including a charter school, is necessary to maintain services or infrastructure essential to support health, safety, and welfare functions, and to reimburse the local government, independent special district, school board, or charter school for unanticipated expenses related to responding to Hurricane Ian or Nicole or for the loss of revenues related to the impact of Hurricane Ian or Nicole.

2. That insufficient state funds, federal funds, private funds, or insurance proceeds are available and that should sufficient funds subsequently become available to meet the need of the original budget amendment, the local government or entity has agreed to reimburse the state in the amount of such funds subsequently received.

The division shall coordinate with other state agencies and the local government or entity to ensure there is no duplication of benefits between these funds and other funding sources such as insurance proceeds and any other federal or state programs, including Public Assistance requests to the Federal Emergency Management Agency and Community Development Block Grant Disaster Recovery grants. Requests approved by the division for funding that are for projects ineligible for any other funding sources, whether federal or state programs, may be provided as grants. Requests approved by the division for funding that are for projects that are eligible for other funding sources shall be provided as loans which shall be repaid up to the amount of funds subsequently received. Any funds reimbursed to the state shall be deposited in the General Revenue Fund.

ATTACHMENT A

Proposed Budget and Scope of Work

I. PROPOSED BUDGET

Project	Anticipated Expenditure Amount
Beach Renourishment	\$8,000,000.00
Legislative Appropriation Funds	\$8,000,000.00
Total Expenditures	\$8,000,000.00

II. BACKGROUND

As documented by the Hurricane Ian and Nicole Grant Recovery Program, \$350 million dollars were appropriated to help local governments mitigate local and county revenue losses and operating deficits; make infrastructure repairs and replacements including road and sewer and water facilities; conduct beach nourishment; and complete debris removal. Funding can be requested by local governments, independent special districts, and school boards, including charter schools.

The Town of Fort Myers Beach sustained significant damage to their beaches due to major Hurricane Ian. The Town of Fort Myers Beach is awarded a one-time advance payment of \$8,000,000 for their Beach Renourishment Project excluding Cat-G project areas. They will place and grade beach compatible sand along the central and south segments of Estero Island which was lost due to major Hurricane Ian.

Below is the project that will be funded under this funding agreement:

Beach Renourishment:

The Town of Fort Myers Beach seeks to contract with a qualified contractor to purchase, transport, place, and grade beach compatible sand along segments of Estero Island, Fort Myers Beach, FL. The Town of Fort Myers Beach will contract professional services for the design, engineering, monitoring, environmental and willing costs associated with the beach renourishment. Funds will be used to dredge sand to place on beach for beach restoration for damage caused by major Hurricane Ian. Additionally, a dune will be built along the central and south segments of Estero Island where the FEMA Cat-B project Emergency Berm was created from 182S-210. The Town also experienced additional sand loss due to major Hurricane Ian along Estero Island, the mitigation work consists of filling in scour holes and filling in beach public access areas that got eroded out. Cat-G project areas will not be funded under this agreement.

III. SCOPE OF WORK

- A. Funds have been allocated to the Recipient for the Beach Renourishment Project on Estero Island, Florida. Funds shall be utilized in accordance with all local, state, and federal regulations.
- B. Eligible costs include all eligible costs under State Department of Environmental Protection Agreement Number 23LE4 excluding Cat-G project areas. Eligible costs include engineering reports, permitting, inspections, required environmental studies, design and construction costs for beach management, the creation of sand dunes, filling scours, and dredging along Estero Island.
- C. The project's measurable outcome is Estero Island Beach Restoration to satisfy Florida Department of Environmental Protection Agreement Number 23LE4 excluding Cat-G project areas.
- D. The Recipient shall provide an initial timeline. Table SW-1, "Initial Timeline and Estimated Allocation Schedule" or other similar instrument as approved by the Division may be used.

IV. TASK PRODUCTS

- A. Per Scope-of-Work Item III.D, Recipient shall prepare an initial timeline with key milestone activities/tasks schedule, including estimated start and end dates for each activity. Table SW-1 may be used to meet this deliverable.
- B. The Recipient shall provide the Division with copies of before photographs to document site conditions, site work progress, and completed site work.
- C. The Recipient shall provide the Division with the procurement documents, if the Recipient went out to bid for the projects listed and receipts for all purchases.
- D. The Recipient shall provide the Division with copies of pertinent site work regulatory reviews and permits for all projects under this agreement.
- E. The Recipient shall provide the Division with copies of all task products submitted to the Florida Department of Environmental Protection Agreement Number 23LE4.
- F. The Recipient shall provide the Division with copies of bid-ready construction documents and specifications for review and comment by the Division as applicable for all projects under this agreement. The site work documents shall be signed by the applicable registered or licensed design professional(s) of record.

- G. The Recipient shall provide the Division with copies of as-built documents for review by the Division as applicable for all projects under this agreement. The site work documents shall be signed by the applicable registered or licensed design professional(s) of record.
- H. The Recipient shall provide a completion report. The completion report shall demonstrate that the project meets the requirements for the projects.

V. FINANCIAL CONSEQUENCES

If Recipient fails to comply with any term of the grant, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Withhold further funding; or,
4. Take other remedies that may be legally available.

VI. SCHEDULE OF WORK

- A. No later than 30 days after the agreement's execution date, the Recipient shall provide the Division with Task Product IV.A for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.
- B. By April 30, 2024, and at least on a quarterly basis thereafter, Recipient shall report on progress in relation to the initial timeline and submit an invoice for work accomplished in accordance with the Division approved cost allocation table referenced in Task Product IV.A.
- C. By mutually agreed upon date(s), the Recipient shall provide the Division with Task Products IV.B through F for review and approval. Failure to supply the required documentation, or disapproval of this documentation by the Division, shall result in denial or reduction of funds at the sole discretion of the Division.
- D. By March 31, 2026, the Recipient shall provide a copy of the certificate of occupancy or completion or other appropriate written acceptance of completed work, or certification letter from the civil engineer showing that work meets specification of design, close-out documentation and final payment invoice.

Table SW-1. Initial Timeline and Estimated Allocation Schedule**Project Name(s):**
Beach Renourishment

PROJECT PHASE	Start Date	End Date	LAP Funds (FY 2023-2024)
Board Contract Approval			
Architectural & Engineering Services Firm Selection			
Site Survey and Soil Testing			
Spatial Needs Assessment			
Preliminary Design, 100% complete			
Permits			
Regulatory Review			
Bid Document(s) Development & Award			
Notice to Proceed/Mobilization			
Construction Project Management & Special Inspections			
Construction 25% Complete			
Construction 50% Complete			
Construction 100% Complete			
Sub-Totals		\$8,000,000	
TOTAL Estimated Project Cost			

A/E - Architectural and Engineering; DEM – Division of Emergency Management; FY - Fiscal Year

Attachment B
Program Statutes and Regulations

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475, Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Requirements for Roofs and Opening Protection
SB 2500 (2023), ITEM 2676A	Requirements for Hurricane Recovery Grant Program

Attachment C
Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or

structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (1) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-l, et seq.) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the "Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)" which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(£), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect

a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHP A, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead-based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.

- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment E

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____, of the Recipient 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 Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date

ATTACHMENT F
FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”¹ from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”² Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”³ and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Recipient, I hereby attest that the company identified below in the section entitled “Recipient” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Recipient Name: _____

Recipient FEIN: _____

Recipient’s Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

¹ As defined in Section 287.138 (1)(d), Florida Statutes.

² As defined in Section 287.138 (1)(c), Florida Statutes.

³ As defined in Section 287.138 (1)(a), Florida Statutes.

1. **Request:**

Meeting Date: June 1, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING THE PROPOSAL FROM NATURAL RESOURCE PLANNING SERVICES, INC. DBA LEGACY ARBORIST SERVICES TO CREATE A TREE CANOPY ANALYSIS, TREE INVENTORY AND URBAN FORESTRY MANAGEMENT PLAN TO BE PAID FOR BY FLORIDA FORESTRY SERVICE WITH A IN-KIND MATCH FROM THE TOWN USING GRANT FUNDS FROM THE FDEM LAP D1502; AUTHORIZING THE MAYOR TO SIGN THE ACCEPTANCE OF THE PROPOSAL; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The Town of Fort Myers Beach suffered significant damage to their tree canopy due to major Hurricane Ian. The tree canopy analysis and tree inventory will provide necessary data for the creation of Urban Forestry Management Plan (UFMP) for the Town of Fort Myers Beach.

The UFMP shall define and outline operational activities for managing tree assets and support decision-making, funding strategies, and performance tracking. The plan shall connect urban forest management to overall the Town's goals, outline tracking and maintenance practices, and support resource allocation decisions to meet both community and internal stakeholder needs.

What the action accomplishes:

Canopy Analysis and Tree Inventory Deliverables:

- All tree inventory data in updated ESRI GIS shape files.
- A brief narrative analyzing the results of this inventory, which include recommendations for planting spaces.

The UFMP Goals and Objectives:

- Preserve and enhance the urban forest.
- Ensure sustainable and efficient tree management.
- Align with existing Town codes, policies, and other plans

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

5. **Background:**

The Florida Forest Service has offered the Town the services of Natural Resource Planning Services Inc, dba Legacy Arborist Services (LAS), to prepare a tree canopy analysis, tree inventory and management plan ("Tree Analysis") for Town of Fort Myers Beach in accordance with the Proposal from LAS, a copy of which is attached as Exhibit A to the Resolution. In exchange for the Tree Analysis, the Florida Forest Service requires the Town to engage in urban forestry best practices, including, but not limited to, planting trees and maintenance activities in the same amount as the Florida Forest Service will pay LAS for the Tree Analysis. The Florida Forest Service has advised the Town that documentation of the Town's expenditure for the implementation of urban forestry best practices will satisfy the Town's in kind match for the Tree Analysis in the same amount as charged by LAS.

The Town is already under contract with Earth Balance Corporation to provide dune plantings in the amount not to exceed \$605,579.50. The Town's payment to Earth Balance Corporation for

future plantings in the same amount of LAS's services will suffice as the required exchange for the Tree Analysis.

The Tree Canopy Analysis will be completed for area defined within the jurisdictional limits of the Town of Fort Myers Beach. The methodology will involve using random point sampling from aerial images. The data collected will provide insight into the percentage of canopy coverage and include valuable details on the environmental benefits of the canopy. Deliverables will include a tree inventory in ESRI GIS shapefile format. The Tree Canopy Analysis will address 1) tree canopy; 2) a tree inventory; and 3) a Urban Forestry Management Plan.

The Urban Forestry Management Plan ("UFMP") will provide a comprehensive guidance document to support the Town's efforts to sustain the health, appearance, and function of the Town's urban forest. The outcome of the UFMP is for the Town of Fort Myers Beach urban forest to be preserved, enhanced, and properly managed, providing the greatest possible benefit to the residents of the Town of Fort Myers Beach. The UFMP is also intended to align with the American Public Works Association's (APWA) Urban Forestry Best Management Practices for Public Works Managers while adapting to the unique needs of the Town of Fort Myers Beach. The UFMP shall define and outline operational activities for managing tree assets and support decision-making, funding strategies, and performance tracking. The UFMP shall connect urban forest management to the Town's overall goals, outline tracking and maintenance practices, and support resource allocation decisions to meet both community and internal stakeholder needs.

Attachments:

1. Resolution No. 26-125- Florida Forest Service Technical Assistance Grant
2. Florida Forest Service Technical Assistance Proposal

Financial Impact:

Town tree planting projects funded by FDEM Grant D1502 will provide "in kind" grant matching to satisfy the Florida Forest Service grant requirements up \$500,000.

The Florida Forest Service shall pay in full to LAS the corresponding amount per service upon completion of each service rendered:

Tree Canopy Analysis \$2000.00
Tree Inventory at \$8.00 per tree
Urban Forest Management Plan \$15,000.00

6. Alternative Action

7. Management Recommendations:

Accept the accept the Florida Forest Service Technical Assistance Grant, and delegate authority to the Mayor to execute Florida Forest Service Technical Assistance Grant between the TOWN and the Florida Forestry Service.

8. Recommended Approval:

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

Created/Initiated - 5/18/2026
Approved - 5/18/2026
Approved - 5/26/2026
Approved - 5/26/2026
Approved - 5/26/2026
Final Approval - 5/26/2026

RESOLUTION NO. 26-125

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH FLORIDA APPROVING THE PROPOSAL FROM NATURAL RESOURCE PLANNING SERVICES, INC. DBA LEGACY ARBORIST SERVICES TO CREATE A TREE CANOPY ANALYSIS, TREE INVENTORY AND URBAN FORESTRY MANAGEMENT PLAN TO BE PAID FOR BY FLORIDA FORESTRY SERVICE WITH A IN-KIND MATCH FROM THE TOWN USING GRANT FUNDS FROM THE FDEM LAP D1502; AUTHORIZING THE MAYOR TO SIGN THE ACCEPTANCE OF THE PROPOSAL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town of Fort Myers Beach suffered significant damage to their tree canopy due to major Hurricane Ian; and

WHEREAS, the Florida Forest Service has offered the Town the services of Natural Resource Planning Services Inc, dba Legacy Arborist Services ("LAS"), to prepare a tree canopy analysis, tree inventory and management plan ("Tree Analysis") for the Town of Fort Myers Beach in accordance with the Proposal from LAS, a copy of which is attached as Exhibit A to this Resolution; and

WHEREAS, in exchange for the Tree Analysis, the Florida Forest Service requires the Town to engage in urban forestry best practices, including, but not limited to, planting trees and maintenance activities in the same amount as the Florida Forest Service will pay LAS for the Tree Analysis and Florida Forest Service has advised the Town that documentation of the Town's expenditure for the implementation of urban forestry best practices will satisfy the Town's in kind match for the Tree Analysis in the same amount as charged by LAS; and

WHEREAS, the Town is already under contract with EarthBalance Corporation to provide dune plantings in the amount not to exceed \$605,579.50 and the Town's payment to EarthBalance Corporation .for future plantings in the same amount of LAS's services will suffice as the required exchange for the Tree Analysis; and

WHEREAS, the Tree Canopy Analysis will be completed for area within the jurisdictional limits of the Town of Fort Myers Beach; and

WHEREAS, the Urban Forestry Management Plan ("UFMP") will provide a comprehensive guidance document to support the Town's efforts to sustain the health, appearance, and function of the Town's urban forest; and

WHEREAS, the Town Council finds it in the best interest of the residents of the Town to approve the proposal.

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

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 approves the Proposal attached as Exhibit A and authorizes the Mayor to sign the acceptance of the Proposal for the services of LAS to prepare the Tree Analysis.

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

The foregoing Resolution was adopted by the Town Council upon 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



CONSULTING ARBORISTS — URBAN FORESTRY SPECIALISTS

PHONE: 352.588.2580 FAX: 352.588.2206
32745 PENNSYLVANIA AVE. – P.O. BOX 564, SAN ANTONIO, FL 33576

April 13, 2026

PROPOSAL

To: Mr. Chadd Chustz, Environmental Projects Manager Town of Fort Myers Beach
Todd Little, Florida Forest Service

From: Krystee Van Den Bosch, Natural Resource Planning Services, Inc.
John T. Vogel II, Natural Resources Planning Services, Inc.

Subject: **Florida Forest Service Technical Assistance Grant
Tree Canopy Analysis, Tree Inventory, and Urban Forest Management Plan**

Natural Resource Planning Services Inc, dba Legacy Arborist Services (LAS), hereby proposes to prepare a tree canopy analysis, tree inventory and management plan for Town of Fort Myers Beach.

Canopy Analysis (Phase 1a) **\$2,000.00**

This tree canopy analysis will be completed for area defined within the “Town of Fort Myers Beach” boundary lines. The methodology will involve using random point sampling from aerial images. The data collected will provide insight into the percentage of canopy coverage and include valuable details on environmental benefits of the canopy.

Tree Inventory (Phase 1b) **\$8.00/tree**

Data collected in the field shall include the following parameters.

Location Information:

- Closest street address or park name
- Latitude and Longitude

Tree Information:

- Status (Alive, Dead, Removed)
- Tree Species
- Latin Name for Species
- Diameter at Breast Height (one inch intervals, 4 inch DBH minimum)
- Total Height (Five Foot Intervals)
- Condition (Structural and Foliage)
- Observations (Defects, Site Conditions)

Management Needs:

- Conflicts with Structures (Lights, Signs, Buildings, etc)
- Conflicts with Overhead Utilities
- Proposed Treatments (Prune, Remove, Health Care, etc)



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Deliverables:

- All tree inventory data in updated ESRI GIS shape files.
- A brief narrative analyzing the results of this inventory, which include recommendations for planting spaces.

Urban Forest Management Plan (Phase 2)

\$15,000.00

The purpose of the Urban Forest Management Plan (UFMP) is to provide a comprehensive guidance document to support the Town's efforts to sustain the health, appearance, and function of the Town's urban forest. The outcome of this plan is for the Town of Fort Myers Beach urban forest to be preserved, enhanced, and properly managed, providing the greatest possible benefit to the residents of The Town of Fort Myers Beach.

This plan is intended to align with the American Public Works Association's (APWA) *Urban Forestry Best Management Practices for Public Works Managers* while adapting to the unique needs of the Town of Fort Myers Beach. The UFMP shall define and outline operational activities for managing tree assets and support decision-making, funding strategies, and performance tracking. The plan shall connect urban forest management to overall the Town's goals, outline tracking and maintenance practices, and support resource allocation decisions to meet both community and internal stakeholder needs.

The UFMP shall include the following components:

Goals and Objectives

- Preserve and enhance the urban forest.
- Ensure sustainable and efficient tree management.
- Align with existing Town codes, policies, and other plans

Levels of Service and Performance Tracking

Define specific services related to the management of the urban forest that various Town of Fort Myers Beach entities provide. Assess levels of service, performance measures, and tracking systems. In addition, improve the integration of these entities' efforts to manage the urban forest. This would include a schematic depiction of the involved entities and their interactions with one another.

Training, and Standards for Key Personnel

Identify key staff positions and their responsibilities for urban forest management, the adherence of the current program to City standards, and their needs for ongoing training.

Stakeholders, Roles, and Responsibilities

Identify internal and external stakeholders and define responsibilities for each role. Solicit input from each of these groups as to how county officials are currently managing the urban forest and how urban forest management can be improved.



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State of the Urban Forest

Assess and analyze existing data that describes the urban forest from both a qualitative and quantitative perspective. Develop strategies, or enhance current strategies, to maintain an ongoing assessment of the state of the Town's urban forest. This would provide county officials with information to describe the current urban forest, set goals for annual and long-range work plans, and monitor the accomplishment of those goals. This could include a county-wide tree canopy analysis and/or a tree inventory system.

Current Challenges

These could include the following, and others:

- Preserving and enhancing the current urban tree canopy.
- Enhancing current reforestation efforts.
- Retaining large specimen trees during development.
- Using tree canopy to reduce the magnitude of flooding incidents and mitigate temperature peaks in urban heat islands.
- Integrating the efforts of county urban forestry professionals and departments.

Improvement Plan

Develop measurable improvement indicators and integrate survey results or related studies.

Other Plan Components

- Storm Management
- Public Educational Strategy
- Review of current county tree protection codes
- Utilization of urban wood waste (mandated to receive funding for this project).

Time Parameters: NRPS shall commence work on the Tree Canopy Analysis after June 1, 2026, following with the field inventory to commence in December 2026. The delivery dates for the Urban Forest Management Plan will be determined by Phase 1a and 1b.

Compensation: *The Town of Fort Myers Beach will provide their "In Kind" Grant matching figure to Florida Forest Service.* The Florida Forest Service shall pay in full to NRPS the corresponding amount per service upon completion of each service rendered:

Tree Canopy Analysis \$2000.00

Tree Inventory at \$8.00 per tree

Urban Forest Management Plan \$15,000.00



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Preparatory work shall commence after receipt of confirmation from the Town of Fort Myers Beach and a notice to proceed from the Florida Forest Service.

Please let us know if you have any questions or comments.

Respectfully Submitted,

Krystee Van Den Bosch
ISA Certified Arborist PR-5413A -U-UFP
NRPS – LAS, Inc.

John T. Vogel II
ISA Certified Arborist FL-9208A
NRPS – LAS, Inc.

Acceptance: _____
Dan Allers, Mayor

Attest: _____
Amy Baker, Town Clerk

Approved as to Form and Legal:

Nancy Stuparich, Town Attorney

1. **Request:**

Meeting Date: June 1, 2026

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR HIS DESIGNEE TO APPROVE SUPPLEMENTAL TASK AUTHORITY (STA) NO. 12 IN THE AMOUNT OF \$92,840 WITH TETRA TECH UNDER RFQ-22-25-AD FOR CARLOS CIRCLE DRAINAGE IMPROVEMENTS FOR UTILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

The STA is above the \$75,000 procurement policy rules which then requires council approval.

What the action accomplishes:

Approves the STA between the Town and Tetra Tech.

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

Resolution

4. **Submitter of Information:**

Mark Ashton, Utilities Manager,
Jeff Hauge, Community
Services Director

5. **Background:**

The Town of Fort Myers Beach (TOWN) provides stormwater management throughout the TOWN's jurisdiction and has been working over the past several years to make improvements. One area of concern has been Carlos Circle, which is located towards the north end of the island.

The Carlos Circle Drainage Improvements project was previously initiated under Supplemental Task Authorization No. 4. Since that time, portions of the project have been completed, including partial construction of the outfall system and preparation of design documents. Due to the continuation of the project into a new fiscal year, this scope provides for completion of design finalization, permitting, and construction phase support.

The project consists of drainage improvements to alleviate flooding within the Carlos Circle neighborhood through a combination of stormwater conveyance, outfall improvements, and water quality treatment enhancements.

Since the original authorization, regulatory criteria have been updated, and the project will be required to comply with the current South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) rules. As a result, additional stormwater treatment considerations will be necessary. The CONSULTANT shall evaluate the need for, and incorporate as required, additional Best Management Practices (BMPs) and stormwater treatment components to meet current water quality and treatment standards.

This scope of services includes design, permitting and construction oversight for the proposed improvements. It is understood that the proposed improvements will be performed as a change order with the Contractor currently performing improvements on "Tier 1".

Attachments:

1. Resolution STA 12 for carlos circle 5-12-26
2. STA 12 - Carlos Circle Drainage
3. STA 4 Stormwater System Improvements Title Search - EXECUTED

Financial Impact:

Stormwater Fund

6. **Alternative Action**

Deny the approval of the STA.

7. **Management Recommendations:**

Management recommends approval.

8. **Recommended Approval:**

Mark Ashton, Utilities Manager
Jeff Hauge, Community Services Director
Joe Onzick, Finance Director
Conor Nally, Contracts & Procurement Manager
nancy stuparich, Town Attorney
Amy Baker, Town Clerk
William McKannay, Town Manager

Created/Initiated - 5/12/2026
Approved - 5/13/2026
Approved - 5/21/2026
Approved - 5/21/2026
Approved - 5/24/2026
Approved - 5/26/2026
Final Approval - 5/26/2026

RESOLUTION NUMBER

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH, FLORIDA AUTHORIZING THE TOWN MANAGER OR HIS DESIGNEE TO APPROVE SUPPLEMENTAL TASK AUTHORITY (STA) NO. 12 IN THE AMOUNT OF \$92,840 WITH TETRA TECH UNDER RFQ-22-25-AD FOR CARLOS CIRCLE DRAINAGE IMPROVEMENTS FOR UTILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Town currently has a professional services agreement with Tetra Tech Inc. through Town solicitation RFQ-22-25-AD; and

WHEREAS, the Town has historically utilized Tetra Tech, Inc for utilities drainage design; and

WHEREAS, the Town needs A licensed engineer and professional services to design review, update, and finalize the previously prepared construction documents; and

WHEREAS, the Town had executed a previous STA (No. 4) for these plans, however since the original authorization, regulatory criteria have been updated, and the project will be required to comply with the current South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) rules; and

WHEREAS, Tetra Tech, Inc. had provided STA No. 4 and will replace it with STA #12 under the current RFQ-22-25-AD professional services agreement, which will allow for the updating of the drainage plans and permits for this project; and

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

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 Supplemental Task Authorization #12, a copy of which is attached to this Resolution as “Attachment A”.

Section 3. This resolution will take effect immediately.

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 11 day of February 2025.

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

 X Supplemental Task Authorization

NO.: 12

CONTRACT/PROJECT NAME: Carlos Circle Drainage Improvements

CONSULTANT: Tetra Tech

PROJECT NO.: _____

SOLICIT NO.: RFQ-22-25-AD

CONTRACT NO.: RFQ-22-25-AD

REQUESTED BY: Mark Ashton

DATE OF REQUEST: 1/31/26

PURCHASE ORDER NUMBER: _____

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: 05/01/2026

EXHIBIT "B" COMPENSATION & METHOD OF PAYMENT: DATED: 05/01/2026

EXHIBIT "C" TIME AND SCHEDULE OF PERFORMANCE: DATED: 05/01/2026

EXHIBIT "D" CONSULTANT'S/PROVIDER'S ASSOCIATED
SUB-CONSULTANT(S)/SUB-CONTRACTORS: DATED: 05/01/2026

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: _____
Department Director Date

By: _____
Contracts Manager Date

By: _____
Finance Department Date

ACCEPTED: Tetra Tech, Inc.

By: _____
Consultant/Provider Date

TOWN APPROVAL:

By: _____
Town Manager Date

By: _____
Town Attorney Date

Date to Proceed: _____

NTE of STA: \$92,840

Completion Due Date: _____

EXHIBIT A

SCOPE OF PROFESSIONAL SERVICES Carlos Circle Drainage Improvements – May 2026

Overview

The Town of Fort Myers Beach (TOWN) provides stormwater management throughout the TOWN's jurisdiction and has been working over the past several years to make improvements. One area of concern has been Carlos Circle, which is located towards the north end of the island.

The Carlos Circle Drainage Improvements project was previously initiated under Supplemental Task Authorization No. 4. Since that time, portions of the project have been completed, including partial construction of the outfall system and preparation of design documents. Due to the continuation of the project into a new fiscal year, this scope provides for completion of design finalization, permitting, and construction phase support.

The project consists of drainage improvements to alleviate flooding within the Carlos Circle neighborhood through a combination of stormwater conveyance, outfall improvements, and water quality treatment enhancements.

Since the original authorization, regulatory criteria have been updated, and the project will be required to comply with the current South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) rules. As a result, additional stormwater treatment considerations will be necessary. The CONSULTANT shall evaluate the need for, and incorporate as required, additional Best Management Practices (BMPs) and stormwater treatment components to meet current water quality and treatment standards.

This scope of services includes design, permitting and construction oversight for the proposed improvements. It is understood that the proposed improvements will be performed as a change order with the Contractor currently performing improvements on "Tier 1".

Scope of Services

Task 1: Final Design

The CONSULTANT shall review, update, and finalize the previously prepared construction documents. Services shall include:

1. Perform a comprehensive QA/QC review of existing design drawings, supporting calculations, and assumptions.
2. Revise the design, as necessary, to reflect:
 - Current site conditions
 - Previously constructed outfall improvements
 - Coordination with Tier 1 improvements
3. Update the design to comply with current South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) criteria. This shall include evaluation of stormwater treatment requirements and incorporation of additional Best Management Practices (BMPs) and stormwater treatment components, as required, to meet applicable water quality standards.

4. Evaluate the performance and adequacy of the existing nutrient separating baffle box and determine the need for additional treatment measures.
5. Evaluate the feasibility of restoring or enhancing existing retention swales to supplement system performance and assist in meeting updated regulatory requirements.
6. Perform additional geotechnical and infiltration analysis to support design and permitting. This shall include conducting four (4) double-ring infiltration tests within the project area to demonstrate soil recovery and support stormwater design assumptions. Test locations shall be coordinated with the TOWN. Infiltration testing assumes shallow, accessible conditions without dewatering or specialized excavation. Testing requiring additional effort, multiple mobilizations, or work in constrained or paved areas shall be considered Additional Services.
7. Update supporting calculations and documentation to reflect revised design criteria, infiltration testing results, and regulatory requirements.
8. Prepare updated technical specifications for the project reflecting the revised design and construction requirements.
9. Prepare an updated Engineer's Opinion of Probable Construction Cost (OPCC) based on the finalized design.

Deliverable: Final (100%) signed and sealed construction plans, technical specifications, and updated OPCC suitable for permitting and construction.

Task 2: Permitting

The CONSULTANT shall:

1. Prepare and submit an Individual Environmental Resource Permit (ERP) application to the South Florida Water Management District (SFWMD) for the proposed improvements. The application shall reflect updated design criteria and demonstrate compliance with current ERP rules, including incorporation of additional stormwater treatment components and Best Management Practices (BMPs), as required.
 - A. In support of the application, Form 62-330.301(26), "Certification of Financial Capability for Perpetual Operations and Maintenance," shall be prepared. This will include the preparation of a written Operation and Maintenance (O&M) Plan which identifies the activities required to ensure the perpetual performance of the system, including inspection, maintenance schedules, and anticipated future capital expenditures.
2. Prepare and submit an application to the United States Army Corps of Engineers (USACE) for authorization under Nationwide Permit 7 (NWP 7) for the proposed outfall and associated surface water discharge activities.
3. Prepare and submit to the SFWMD a Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) for stormwater control during construction, in accordance with the Florida Department of Environmental Protection (FDEP) Construction Generic Permit (CGP).
4. The CONSULTANT shall respond to up to two (2) Request for Additional Information (RAI) from each permitting agency to clarify the original application(s).

5. It is acknowledged that compliance with updated SFWMD ERP rules may result in additional agency comments, design revisions, or supplemental analyses beyond those currently anticipated. Efforts associated with significant redesign, additional modeling, or multiple rounds of agency review shall be considered Additional Services.

Permitting Notes:

1. The TOWN currently holds a master dewatering permit with the South Florida Water Management District (SFWMD). The Contractor will be required to prepare a submittal package outlining their plans to perform dewatering in accordance with the TOWN's existing permit and submit it to the SFWMD. As such, no services associated with dewatering or obtaining a dewatering permit are included in this scope.
2. Draft permit applications for required permits will be submitted to the TOWN for review concurrent with the design submittal. Upon review by the TOWN, the CONSULTANT will finalize all applications and submit them to the TOWN for signature. The intent is to submit permit applications at or near the 100-percent design completion stage.
3. The CONSULTANT will coordinate payment of required permit application fees with the TOWN and will provide supporting documentation. All permit application fees shall be paid by the TOWN.
4. At this time, no impacts to threatened or endangered species are anticipated; therefore, no associated permitting is included in this scope.

Task 3: Construction Phase Services

Tetra Tech will assist the TOWN with the following:

1. Prepare and provide the drawings to Andrew Site Work along with a request for proposal.
2. Assist the TOWN in addressing questions regarding the design and with negotiating a change order.
3. Prepare a change order for execution between the TOWN and Andrew Site Work once a change order has been negotiated.
4. Serve as an extension of staff providing project management oversight and coordination activities.
5. Review shop drawing submittals to confirm conformance of proposed products with the Contract Documents. It is anticipated that up to 10 shop drawings will be submitted.
6. Prepare responses to Contractor requests for information (RFIs). Up to 3 RFIs are anticipated.
7. Make site visits at various stages of construction to observe the progress and quality of the various aspects of contractor's work. It is anticipated 5 visits will be performed. CONSULTANT will determine if work is proceeding in accordance with the Contract Documents. The purpose of the site visits will be to enable CONSULTANT to observe construction to the extent necessary to certify the project's completion in conformance with permit approvals.
8. Utilizing the resident project representative (RPR) assigned to the Tier 1 Side Streets Water and Stormwater Improvements project, provide up to 80 hours of construction engineering and inspection (CEI) services to observe pipe installation, connection to existing piping or new

outfall construction, and other critical aspects of construction such as maintenance of traffic and roadway restoration.

9. Conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that the CONSULTANT may recommend, in writing, final payment to Contractor and give written notice to the TOWN and the Contractor that the work is acceptable.
10. Prepare a set of reproducible Record Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished to the CONSULTANT by the Contractor.
11. Prepare a certification of completion for closeout of the ERP and USACE permits.

Hourly Breakdown:

Personnel	Hourly Rate	Hours	Cost
Project Manager 2	\$240	125	\$30,000
Engineer 3	\$150	122	\$18,300
Sr CAD Designer 1	\$130	70	\$9,100
Project Engineer 1	\$205	40	\$8,200
Project Administrator	\$120	39	\$4,680
Construction Project Rep 2	\$135	82	\$11,070
Senior Engineer 1 (Structural)	\$245	8	\$1,960
Sr CAD Designer 1 (Structural)	\$160	8	\$1,280
Subs (Subsurface Utility Exploration)			\$8,250
TOTAL		536	\$92,840

Total Cost (of Job): \$92,840

EXHIBIT BDate 05/01/2026COMPENSATION AND METHOD OF PAYMENTCarlos Circle Drainage Improvements – May 2026Section 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.)
1	Final Design	\$26,360	NTE	WIPP
2	Permitting	\$21,400	NTE	WIPP
3	Construction Phase Services	\$45,080	NTE	WIPP
TOTAL		\$92,840		

(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 8/13/2024, 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 8/13/2024, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: 05/01/2026

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE *** FOR

Carlos Circle Drainage Improvements

Consultant or Sub-consultant Name: Tetra Tech, 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 As Included with Proposal			

*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: 05/01/2026

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

Carlos Circle Drainage Improvements

CONSULTANT OR SUB-CONSULTANT NAME: Tetra Tech

(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)	\$0.54/mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
Breakfast	\$12.01
Lunch	\$11.82
Dinner	\$24.72
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	
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):	
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: 05/01/2026

TIME AND SCHEDULE OF PERFORMANCE

Carlos Circle Drainage Improvements – May 2026

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
1	Final Design	60	60
2	Permitting	120	180
3	Construction Phase Services	150	330

EXHIBIT D

Date: 05/01/2026

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

Carlos Circle Drainage Improvements – May 2026

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
Subsurface Utility Exploration	To Be Determined					

Tt Price Proposal		Labor Plan								Price Summary / Totals				
		8 Resource								Task Pricing Totals		92,840		
Carlos Circle Drainage Improvements	Bill Rate >	240.00	150.00	130.00	205.00	120.00	135.00	245.00	160.00					
Improvements to alleviate flooding	Proj Area >									Total Price		92,840		
Submitted to: Town of Fort Myers Beach (Attn: Mark Ashton)										Pricing by Resource				
Contract Type: T&M		Project Manager 2	Engineer 3	Sr CAD Designer 1 (Civil)	Project Engineer 1	Project Administrator	Construction Project Rep 2	Sr Engineer 1	Sr CAD Designer 1 (Structural)					Task Pricing Totals
	Total Labor Hrs													
Project Phases / Tasks	494	125	122	70	40	39	82	8	8		Labor	Subs	ODCs	
Task 1 - Final Design	98	24	20	16	16	4	2	8	8		84,590	8,250	-	92,840
Drawings	74	14	14	16	16	-	-	6	8		18,110	8,250	-	26,360
Civil Sheets (3)	56	12	12	16	16						13,570	-	-	13,570
Structural Sheets (2)	18	2	2					6	8		10,040			10,040
QA/QC Reviews	6	4						2			3,530			3,530
100% Review Meetings with TOWN	12	4	4			4					1,450			1,450
Geotechnical Assistance (Infiltration Tests)	6	2	2				2				2,040			2,040
Task 2 - Permitting	126	26	28	28	24	20	-	-	-		1,050	8,250		9,300
ERP Application Submittal	56	12	12	12	12	8	-	-	-		21,400	-	-	21,400
Application	26	4	4	4	12	2					9,660	-	-	9,660
O&M Plan & Supporting Documents	30	8	8	8		6					4,780			4,780
USACE Plan Submittal	18	2	8	4		4					4,880			4,880
Respond to RAls (2 budgeted)	52	12	8	12	12	8					2,680			2,680
Task 3 - Construction Phase Services	270	75	74	26	-	15	80	-	-		9,060			9,060
Prepare/Provide Drawings to Andrew Site Work	4	2		2							45,080	-	-	45,080
Change Order Negotiation/Preparation	10	4	4			2					740			740
Project Management as Extension of Staff	40	40									1,800			1,800
Shop Drawing Review (10 est.)	28	4	20			4					9,600			9,600
Respond to RFIs (3)	14	4	8			2					4,440			4,440
Site Visits (5)	36	8	24			4					2,400			2,400
RPR Services	80						80				6,000			6,000
Substantial Completion Walkthrough	13	6	6			1					10,800			10,800
Final Completion Walkthrough	8	4	4								2,460			2,460
Record Drawing Preparation	23	1	2	20							1,560			1,560
SFWMD & USACE Certifications	14	2	6	4		2					3,140			3,140
											2,140			2,140
Totals	494	125	122	70	40	39	82	8	8		84,590	8,250	-	92,840

**TOWN OF FORT MYERS BEACH SERVICE AGREEMENT
SUPPLEMENTAL TASK AUTHORIZATION**

____ Supplemental Task Authorization NO.: 4
CONTRACT/PROJECT NAME: Tier 1 Stormwater System Improvements – Title Search
CONSULTANT: Tetra Tech, Inc. PROJECT NO.: _____
SOLICIT NO.: 17-23-PW CONTRACT NO.: 17-23-PW
REQUESTED BY: Christy Cory, Utility Manager DATE OF REQUEST: 02-05-18

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: <u>02-07-18</u>
EXHIBIT "B"	COMPENSATION & METHOD OF PAYMENT:	DATED: <u>02-07-18</u>
EXHIBIT "C"	TIME AND SCHEDULE OF PERFORMANCE:	DATED: <u>02-07-18</u>
EXHIBIT "D"	CONSULTANT'S/PROVIDER'S ASSOCIATED SUB-CONSULTANT(S)/SUB-CONTRACTORS:	DATED: <u>02-07-18</u>

It is understood and agreed that the acceptance of this modification by the CONSULTANT/PROVIDER constitutes an accord and satisfaction.

RECOMMENDED:

By: <u></u>	<u>2/12/18</u>	By: <u></u>	<u>2-8-18</u>
Department Director	Date	Contracts Manager	Date

ACCEPTED:

By:  2-7-18
Consultant/Provider Date

TOWN APPROVAL:

By:  2-12-18
Town Manager Date

EXHIBIT A

**SCOPE OF PROFESSIONAL SERVICES
TIER 1 STORMWATER SYSTEM IMPROVEMENTS – TITLE SEARCH**

Background:

Tetra Tech was previously authorized to prepare a preliminary design level review for all streets throughout the TOWN (which were not previously upgraded) for stormwater improvements that would assist in flood reduction. This effort was performed using existing survey data and considered what improvements would be required on a street-by-street basis to assist in achieving the desired level of service for flood reduction. This study and design utilized existing information and was intended to be for preliminary design purposes only. If the TOWN desired to proceed with improvements, it was understood that additional efforts may be required for surveying, permitting and related services, such as title searches to verify existing easements and/or preparation of sketches and descriptions to assist the TOWN in securing easements where required. To date, no efforts have been performed or proposed for title searches and/or easement assistance, as the extent of improvements (including locations) could not be known until the preliminary effort was performed and the TOWN approved those streets recommended for improvement. As a result of the preliminary design effort, the following streets were recommended as the Tier 1 streets recommended for improvement:

- Lagoon Road
- Buccaneer Drive
- Williams Drive
- Lauder Street
- Estrellita Drive
- Gulfview Avenue (Bay)
- Mandalay Road
- Portions of Shell Mound Boulevard
- Fairview Boulevard
- Mid-Island Drive
- Bayland Road
- Crescent Street*
- Madison Court
- Andre Mar
- First Street*

*Design and construction oversight for First and Crescent was included in the previously approved STA 13 and thus is not included within this scope of services.

With the completion of the preliminary design along these streets and based on our preliminary review, it is apparent that title searches are required along the majority of the streets. In some cases, outfall streets may have multiple options for outfall locations and as such, it is estimated that up to 19 potential title searches will be performed.

Additionally, in an effort to provide improvements on each street within the TOWN, it was requested that minimum improvements be designed for up to sixty-five (65) remaining side streets. Minimum improvements generally consist of swale reclamation, baffle box installation, outfall rehabilitation and/or the addition of backflow prevention. For these streets, the work will result in improvements to existing stormwater components owned and maintained by the TOWN. As these are existing systems, it is understood that the TOWN has the legal right either through right-of-ways or easements and as such, no title search work is included within this scope for reviewing these streets.

Scope of Services:

Task 1 – Title Search

- 1.1 Tetra Tech will utilize Grimsley Law Firm who specializes in title searches for the purpose of performing research at the specific locations in question. These include locations where outfalls and/or related stormwater infrastructure will be placed and for which it cannot be easily determined as to ownership or whether recorded access through easements exist, without performing such title searches. Our scope of services includes performing up to 19 title searches.
- 1.2 Following completion of the title searches, a brief summary memorandum will be prepared which outlines the findings and recommendations.

Notes:

1. Note that the work has been performed in logical sequence, which included a preliminary evaluation to identify those streets in most need of improvement based on the level of service criteria used for flood reduction.
2. The next step in the process is legal confirmation that improvements are within the TOWN's right to perform. This includes title work for potentially impacted private properties.
3. In the event that the title search reveals that parcels (or easements) would need to be acquired in order to complete the system and allow proper outfall discharge to the bay, the TOWN would either need to 1) acquire parcels (or easements) or remove the associated street(s) from the Tier 1 group.
4. Any additional effort required to assist with securing easements (such as preparation of sketches and descriptions) are not included within this scope of services and would be considered an additional service.

EXHIBIT BDate February 7, 2018**COMPENSATION AND METHOD OF PAYMENT****TIER 1 STORMWATER SYSTEM IMPROVEMENTS – TITLE SEARCH****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.)
1	Title Search	\$ 12,000.00	NTE	WIPP
TOTAL		\$12,000.00		

(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 December 11, 2015, 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 December 11, 2015, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: February 7, 2018

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE * FOR**
TIER 1 STORMWATER SYSTEM IMPROVEMENTS – TITLE SEARCH

Consultant or Sub-consultant Name: Tetra Tech, 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)
N/A (per 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: February 7, 2018

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

TIER 1 STORMWATER SYSTEM IMPROVEMENTS – TITLE SEARCH

CONSULTANT OR SUB-CONSULTANT NAME: Tetra Tech
 (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	\$12.01
Lunch	\$11.82
Dinner	\$24.72
In accordance with the Runzheimer rate service for Travel utilizing the "average", dated 5/4/06	
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" 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):	
RPR Truck daily rate	\$35.00
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: February 7, 2018

TIME AND SCHEDULE OF PERFORMANCE

TIER 1 STORMWATER SYSTEM IMPROVEMENTS – TITLE SEARCH

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
1	Title Search	45	45

EXHIBIT D

Date: February 7, 2018

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

TIER 1 STORMWATER SYSTEM IMPROVEMENTS – TITLE SEARCH

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
Task 1 – Title Search	Grimsley Law Firm					No

1. **Request:**

Meeting Date: June 1, 2026

Rescheduled to June 1, 2026 (from 5/18) at the request of Himmelstein Associates, LLC.

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH REDUCING / NOT REDUCING THE AMOUNT OF THE LIEN DUE AND OWING THE TOWN FROM TO \$16,250.00 PLUS \$250.00 IN ADMINISTRATIVE COSTS FOR A TOTAL OF \$16,500.00 TO ZERO AS REQUESTED BY HIMMELSTEIN ASSOCIATES, LLC, FOR A VIOLATION OF KEEPING OR MAINTAINING A NON-COMPLIANT STRUCTURE(S) AND/OR SHIPPING CONTAINER ON THE PROPERTY, WHICH WAS NOT BUILT TO CURRENT FLOOD DESIGN CODES IN A SPECIAL HAZARD AREA IN SECTION 6-494 OF THE FMB CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE.

Why the action is necessary:

What the action accomplishes:

2. **Agenda:**

ADMINISTRATIVE AGENDA

3. **Requirement/Purpose:**

4. **Submitter of Information:**

Thomas Yozzo, Emergency
Services Director, Michael
Hauserman, Code Compliance
Manager

5. **Background:**

The Town received a request to reduce a lien from Himmelstein Associates, LLC for property located at

Attachments:

1. 26-098 Lien Reduction Request - Himmelstein Resolution - Draft Resolution
2. 28323638-20240994 Himmelstein Assoc LLC Lien Order dated 09.02.25
3. Response to a Request for Code Enforcement Lien Reduction Attached as Exhibit A to Response
4. 24122531-20240994 DOAH Order 01-07-25
5. 28268469-Lien Recording Fees Himmelstein CE20240994 2815 Estero

Financial Impact:

Potential loss of \$16,500 of revenue to the Town if the reduction of the lien is approved.

6. **Alternative Action**

7. **Management Recommendations:**

8. **Recommended Approval:**

Lizzette Roman, Town Clerk Administrative Coordinator
Michael Hauserman, Code Compliance Manager
Joe Onzick, Finance Director
nancy stuparich, Town Attorney
Amy Baker, Town Clerk

Created/Initiated - 5/6/2026
Approved - 5/7/2026
Approved - 5/8/2026
Approved - 5/10/2026
Approved - 5/20/2026

RESOLUTION NUMBER 26-098

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH REDUCING /NOT REDUCING THE AMOUNT OF THE LIEN DUE AND OWING THE TOWN FROM TO \$16,250.00 PLUS \$250.00 IN ADMINISTRATIVE COSTS FOR A TOTAL OF \$16,500.00 TO ZERO AS REQUESTED BY HIMMELSTEIN ASSOCIATES LLC FOR A VIOLATION OF KEEPING OR MAINTAINING A NON-COMPLIANT STRUCTURE(S) AND/OR SHIPPING CONTAINER ON THE PROPERTY, WHICH WAS NOT BUILT TO CURRENT FLOOD DESIGN CODES IN A SPECIAL HAZARD AREA IN SECTION 6-494 OF THE FMB CODE OF ORDINANCES; AUTHORIZING THE TOWN MANAGER TO EXECUTE A SATISFACTION OF THE REDUCED LIEN; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the property owner, Himmelstein Associates LLC, was found in violation of the Town Code(s) Section 6-494 for a violation of keeping or maintaining a non-compliant structure(s) and/or shipping container on the property, which was not built to current flood design codes in a special hazard area; and

WHEREAS, a fine was imposed by the Special Magistrate on September 2, 2025, and executed on September 13, 2025 in the amount of \$250.00 per day, resulting in a lien of \$16,250.00 plus administrative costs of \$250.00 for a total lien amount of \$16,500.00 recorded in INSTR# 2026000121684 of the Public Records of Lee County, Florida; and

WHEREAS, the property owner has corrected the violations, as verified by the Town Code Compliance Department on May 5, 2025, and

WHEREAS, the property owner has submitted a request for a lien reduction on April 16, 2026 citing hardship, and

WHEREAS, the Town Council finds that a reduction **is/not** appropriate to encourage compliance under the circumstances.

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

Section 1. **Authorization:** The above request for lien reduction **is / is not** approved.

Section 2. **Reduction Amount:** The outstanding code enforcement lien of \$16,500.00 is hereby **not reduced / reduced** to \$ _____ which covers the fine and administrative costs.

Section 3. **Conditions:** This reduction is contingent upon the payment of the reduced amount of \$ _____ within 30 days of the date of this resolution.

Section 4. **Reversion:** Failure to pay the reduced amount within the specified time frame will cause the lien to automatically revert to the original amount of \$16,500.00.

Section 5. **Recording:** Upon payment of the reduced amount, the Town Manager or authorized representative is authorized to execute a Satisfaction of Lien, with recording costs paid by the applicant.

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.

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 _____.

**CODE COMPLIANCE SPECIAL MAGISTRATE FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA**

TOWN OF FORT MYERS BEACH,
FLORIDA,

Petitioner,

vs.

CE CASE NO. 20240994

HIMMELSTEIN ASSOCIATES, LLC,

Respondent.

_____ /

ORDER IMPOSING AND CERTIFYING CODE ENFORCEMENT LIEN

THIS CAUSE came on for public hearing on September 2, 2025, before the undersigned Special Magistrate for the Town of Fort Myers Beach (“Special Magistrate”), with the Respondent, Himmelstein Associates, LLC (“Respondent”) present and represented by Robert Himmelstein, Jr., and Jeff Walker. The purpose of the hearing was to certify a code enforcement lien in the above-captioned case due to Respondent’s failure to comply with a Code Enforcement Violation Findings of Fact, Conclusions of Law, and Order pertaining to same dated January 7, 2025, a copy of which is attached as Exhibit A (“Order of Violation”).¹ Having considered the sworn testimony, evidence and arguments presented, the Special Magistrate finds and orders as follows:

A. FINDINGS OF FACT:

1. The Respondent is the property owner of the subject property located at 2815 Estero Blvd., Fort Myers Beach, Florida (“Property”), and legally described as:

All of Block L of that certain subdivision known as Winkler’s Second Division, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 8, Page 49.

LESS AND EXCEPT the following described Parcel:

All of that Tract or Parcel of land lying and being in Sections 19 and 30, Township 46 South, Range 24 East, Lee County, Florida, and being part of Block “L” of

¹ The Order of Violation contains a clerical error incorrectly identifying the case number for this code enforcement matter as 20240908. The correct case number is 20240994. A copy of the Order of Violation was entered into the record at the hearing conducted in this matter on September 2, 2025.

Winkler's 2nd Subdivision, as recorded in Plat Book 8, Page 49, Lee County Public Records, and being more particularly described as follows:

Commencing at the Point of Intersection of the Southeasterly right of way line of Bay Street with the Northeasterly right of way line of Estero Boulevard, run North 32 degrees 40 minutes 08 seconds East along the Southeasterly right of way line of Bay Street 73.16 feet to the Point of Beginning; thence continue North 32 degrees 36 minutes 48 seconds East 182.97 feet to the Westerly right of way line of a 50 foot roadway; thence South 07 degrees 48 minutes 42 seconds West along said right of way line 181.98 feet; thence North 82 degrees 31 minutes 18 seconds West 180.88 feet; thence North 57 degrees 19 minutes 52 seconds West 96.24 feet to the Southeasterly right of way line of Bay Street and the Point of Beginning.

2. On October 17, 2024, the Respondent was served with a Notice of Violation ("NOV") alleging the existence of a violation of the Town of Fort Myers Beach Code of Ordinances ("Town Code") on the Property. Specifically, the NOV identified that the Property/Respondent was in violation of Sections 6-501 and 6-525 of the Town of Fort Myers Beach Code of Ordinances.
3. The NOV specified that Respondent was required to correct the violation by November 16, 2024, but Respondent failed to do so.
4. On January 7, 2025, a duly noticed public hearing was held by the undersigned Special Magistrate of the Town of Fort Myers Beach regarding the alleged violations. Thereafter, on January 15, 2025, the Special Magistrate entered an Order of Violation finding the Property/Respondent in violation of Sections 6-501 and 6-525 of the Town of Fort Myers Beach Code of Ordinances by failing to elevate, anchor, or modify certain shipping containers located on the Property, and ordering the Respondent to remove or bring non-compliant structures into compliance with the Town's regulations by March 1, 2025.
5. Respondent failed to comply with the Order of Violation by the March 1, 2025, deadline. Thereafter, a status hearing was noticed and held on March 4, 2025, at which time Respondent indicated it was in the process of becoming compliant as required by the Order of Violation.
6. Respondent was subsequently properly served with a Notice of Hearing for certification of the lien because of its non-compliance with the Order of Violation to take place on June 3, 2025. The June 3, 2025, noticed hearing was continued to August 5, 2025.
7. At the August 5, 2025, hearing, due to an absence of the code enforcement officer necessary to this matter, the Special Magistrate continued the hearing again until September 2, 2025.

8. On September 2, 2025, a hearing for certification of the lien due to non-compliance beyond the deadline in the Order of Violation was held with the Respondent represented by Robert Himmelstein, Jr., and Jeff Walker (the "Hearing").
9. The Town presented testimony that it had received a call from Respondent requesting an inspection on May 5, 2025, at which time an inspection was completed by a code enforcement officer and resulted in a finding that the Property had been brought into compliance as of May 5, 2025. An Affidavit of Compliance to this effect was introduced into the record at the Hearing as well as testimony that the fine has not been paid as of the date of the hearing

B. CONCLUSION OF LAW:

10. Respondent, based on foregoing finding of facts, was in non-compliance with the Violation Order for sixty-five (65) days.
11. The Order of Violation imposed a fine of \$250.00 per day for the 65 days the Property remained in non-compliance from March 1, 2025, to May 5, 2025, and an administrative cost of \$250.00.

C. ORDER/IMPOSITION OF LIEN:

12. The Special Magistrate certifies and imposes a lien in the total amount of \$16,500.00, inclusive of administrative costs on the Property.
13. This Order Imposing and Certifying Code Enforcement Lien may be recorded in the public records of Lee County, Florida or in any other county in the State of Florida where Respondent owns property, and if so recorded, shall constitute a lien against the Property and any other real or personal property that Respondent owns in Lee County or other county in the State of Florida.

ORDERED this 2nd day of September 2025 and executed this 13th day of September 2025.



John G. Van Laningham,
Special Magistrate

APPEAL: An aggrieved party may appeal an Order of the Special Magistrate of the Town of Fort Myers Beach to the Lee County Circuit Court. The appeal shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within thirty (30) days of the execution of the Order to be appealed.

PAYMENT OF ADMINISTRATIVE COSTS, LIENS OR FINES: Checks should be made payable to "Town of Fort Myers Beach," include the case number and mail to:

Town of Fort Myers Beach
Attention: Code Enforcement
6231 Estero Boulevard
Fort Myers Beach, FL 33931

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Order was sent by U.S. Mail on the 15 day of September, 2025 to:

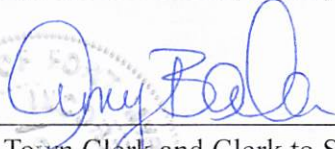
Himmelstein Associates LLC
P.O. Box 218
Somers Point, NJ 08244

Himmelstein Associates LLC
907 Hyacinth Dr.
Delray Beach, Florida 33483

Shai Ozery, Esq.
Robert N. Hartsell, Esq.
Hartsell Ozery, P.A.
61 NE 1st St Ste C
Pompano Beach, FL 33060

Nancy Stuparich: stuparich@voselaw.com
Thomas Yozzo: tyozzo@fmbgov.com
Amy Baker: amy@fmbgov.com

I certify this document to be a true and correct copy of the original on file in Town Hall, Fort Myers Beach, State of Florida, County of Lee.

BY: 

Town Clerk and Clerk to Special Magistrate

Dated: Sept. 15, 2025



May 5, 2026

Robert N. Hartsell, Esq.
Hartsell Ozery, P.A.
61 N.E. 1st Street, Suite C
Pompano Beach, Florida 33060

VIA EMAIL: Robert@hartsellozery.com

RE: Request for Code Enforcement Lien Reduction - CE 20240994
Himmelstein Associates, LLC (Property Owner/Violator)
2815 Estero Blvd, Fort Myers Beach, Florida

Dear Mr. Hartsell,

This letter acknowledges receipt of your April 16, 2026 letter requesting a reduction in the amount of the code enforcement lien recording in Official Record as Instrument # 2025000247313 of the public records of Lee County, Florida. You advised in your letter that you have been retained by Himmelstein Associates, LLC to represent the entity, who is the property owner, in this matter. A copy of your request is attached as Exhibit A and has been deemed sufficient for further review in accordance with Section 2-432(a)(2) of the Town of Fort Myers Beach Code of Ordinances. According to Town records, the amount of the lien is \$16,500.00 and there is currently no daily accrual of a fine since the property has been brought into compliance.

Based on my review of your request and the criteria in Section 2-432(a)(2), I am denying your request subject to further review by the Town Council on May 18th, 2026. It is my recommendation to deny this request for the reasons highlighted below:

a. The gravity of the violation(s): The keeping and/or maintaining of non-compliant structure(s) and/or shipping containers on property, which are not built to current flood design codes in the Special Hazard Areas as defined in Section 6-494 of the FMB Code of Ordinances at the property located at 2815 Estero Blvd, Fort Myers Beach, FL 33931 presented a significant harm to the Town and its residents as it contributed to the Town's inability to maintain its status in the National Flood Insurance Program.

b. The amount of time it took the violator/property owner to come into compliance. The violation continued for 65 days beyond the date that the violation or date ordered by the Special Magistrate to come into compliance. The length of time required additional staff time to monitor compliance as required by the Federal Emergency Management Agency's periodic audits.

FORT MYERS BEACH ESTERO ISLAND

P. 239-765-0202 | 6231 Estero Boulevard, Fort Myers Beach, FL 33931



c. The accrued amount of the code enforcement lien as compared to the market value of the property. The fine in the amount of \$16,500.00 is nominal compared to the 2025 market value of the property from the Lee County Property Appraiser of \$3,199,070.

d. Whether there is a prior recorded mortgage on the property and, if so, whether such mortgage is in default and/or whether the principal amount of the mortgage is of such a magnitude that it would not be practical for the town to institute a lien foreclosure action. There is no mortgage currently on the property; however, the Town has become aware that the LLC is now dissolved.

e. Any previous code violation(s) of applicant/owner. According to Town records, the property owner does not have prior violations; however, there are pending investigations of possible violations:

- 21381 WIDGEON – 20260175: Investigation pending of a dock violation
- 2815 ESTERO BLVD: In addition to the violation/lien reduction associated with this lien reduction request, there is a pending violation for storage of merchandise in a building, which has not been issued a certificate of occupancy.
- 2815 ESTERO BLVD: 20260180 Investigation of ETPP due to lack of paperwork submission by owner.

f. Consideration for the future or proposed use of the property for public purpose. N/A

g. The number and status of all other properties owned by the applicant/owner:

- 21381/83 Widgeon Terrace Fort Myers Beach, FL 33931
- 4253 Bay Beach Lane F6 Fort Myers Beach, FL 33931

Should you wish to include additional information for Town Council review in view of my recommendation, please provide the information to the Town Clerk no later than May 8, 2026, for inclusion in the agenda materials.

Sincerely,


William B. McKannay
Town Manager

Attachment: Exhibit A – Lien Reduction Request Letter

FORT MYERS BEACH ESTERO ISLAND

P. 239-765-0202 | 6231 Estero Boulevard, Fort Myers Beach, FL 33931

EXHIBIT A

- Owners Submission
 - Application for Lien Reduction
 - Code Section 2-432
 - Order Imposing Lien
 - Attachment A
 - Request Letter
 - Email from Attorney in reference to Mortgage
 - List of Records from Lee County Clerk



Town of Fort Myers Beach

CODE ENFORCEMENT LIEN REDUCTION REQUEST APPLICATION (LDC Sec. 2-432)

Town of Fort Myers Beach

APR 16 2026

Received by: _____

A copy of the order imposing the lien must be submitted with this application. A non-refundable \$200.00 application fee will be due at the time the application is submitted.

Code Enforcement Case Number: 20240994

Date: April 6, 2026

Date Subject Property was brought into Compliance with Town Code: 05/05/2025

Reasoning for reduction (factual):

Please review enclosed attachment ("Attachment A").

Reasoning compliance not accomplished by time lien was recorded:

Please review enclosed attachment ("Attachment A").

Amount of reduction requested: Total amount of lien: \$16,500.00

Outstanding Mortgage Information. Please include date(s) recorded and whether currently in default.

Not applicable.

All documents or other evidence that supports reduction request must be included in the application.

Applicant Signature: Robert Himmelstein

Date: 4-8-26

Applicant Printed Name: Robert Himmelstein

STATE OF Florida, COUNTY OF Collier

The foregoing instrument was certified and subscribed before me by means of ☒ physical presence OR ☐ online notarization, this 8 day of April, 2026, by Robert Himmelstein, who is personally known to me OR ☐ who has produced _____ as identification.

Rachel Juarez
(SEAL) Notary Public Signature

My Commission Expires: Oct 9, 2028



LDC Sec. 2-432. - Procedure to obtain reduction and/or release of a code enforcement lien.

(a) Where a certified copy of an order imposing a penalty or fine for a code enforcement violation has been recorded in the public records and has become a lien against the land and/or property of the violator/property owner, such violator/property owner may apply for a release of such lien as follows:

(1) Upon full payment by the violator/property owner of the fine or penalty imposed as a result of a code enforcement action, the town manager or designee is hereby authorized to execute and record, at the property owner's expense, a release of lien.

(2) Upon request for a reduction or forgiveness of a fine or penalty that constitutes a lien resulting from a code enforcement action, the violator/property owner shall submit a written application to the town manager or designee. The application shall include the following:

- a. A copy of the order imposing a lien upon the property;
- b. The code enforcement case number;
- c. The date upon which the violator/property owner brought the subject property into compliance with the requirements of the town Code;
- d. The factual basis upon which the violator/property owner believes the application for reduction or forgiveness of the lien should be granted;
- e. The specific terms upon which the violator/property owner believes a satisfaction or release of lien should be granted;
- f. The reasons, if any, compliance was not accomplished by the violator/property owner prior to the time the order of lien was recorded;
- g. The amount of the reduction in penalty or fine requested by the violator/property owner;
- h. Information concerning any outstanding mortgages on the property, including the date such mortgage or mortgages were recorded and whether the mortgage or mortgages are currently in default;
- i. All documents or other evidence that support the applicant's request for a reduction or forgiveness of the lien, which must be included with the application at the time of submittal; and
- j. The application shall be executed under oath and sworn to in the presence of a notary public and delivered to the town manager designee.

(3) The violator/property owner shall submit, at the time of application, an application fee in the amount of \$200.00 to reimburse the town for its administrative costs associated with handling the application and recording the order imposing a penalty or fine and the requested release of lien. The application cost is non-refundable, without regard to the final disposition of the application for reduction, forgiveness and release of lien.

(4) Upon receipt of the application for release of lien and the payment provided above, the town manager, or designee, shall confirm through the code enforcement division that the violation which resulted in the order imposing the penalty or fine has been brought into full compliance.

(5) The town manager, or designee, shall then review and consider the status of the application for release of lien with respect to the following:

a. If a property owner acquired the property after the code enforcement lien was recorded, a waiver or reduction of lien may not be granted because the lien should have been identified and satisfied by the property owner at the time of purchase of the property.

b. If a title insurance policy was issued at the time the property was purchased and the title insurance policy failed to identify or consider the lien, a waiver or reduction in lien may not be granted. In such cases, the lien should have been discovered by the title insurer and providing a reduction or waiver would place the town in the position of indemnifying the title insurer against its losses, which losses are the result of negligent examination of title by the title insurer.

c. A request for waiver or reduction in lien may not be granted if the town council has previously reduced the amount of the lien. This statement applies whether or not the request is received from the original applicant for reduction or from a subsequent applicant who acquired the property.

(6) If the town manager or designee determines that the request falls within any one of the above factual situations, the town manager or designee shall issue a written denial of the request for reduction or forgiveness. If the applicant desires to appeal the town manager's decision to the town council, the applicant may do so by filing a written appeal with the town manager stating the reason(s) why the town council should make an exception to its established guidelines and consider a reduction or forgiveness of the lien. Upon filing of a proper appeal, the town manager shall present the information to the town council at a regular meeting for their consideration and final determination.

(7) If the town manager or designee determines that the request does not fall within any of the above factual situations and therefore qualifies for possible reduction or forgiveness, the town manager or designee shall review the request further. The town manager or designee, in formulating a recommendation on whether to reduce the amount of the lien or forgive the lien entirely, shall consider the following factors:

a. The gravity of the violation(s);

b. The amount of time it took the violator/property owner to come into compliance;

c. The accrued amount of the code enforcement lien as compared to the market value of the property;

d. Whether there is a prior recorded mortgage on the property and, if so, whether such mortgage is in default and/or whether the principal amount of the mortgage is of such a magnitude that it would not be practical for the town to institute a lien foreclosure action;

e. Any previous code violation(s) of applicant/owner;

f. Consideration for the future or proposed use of the property for public purpose; and

g. The number and status of all other properties owned by the applicant/owner in Lee County, Florida.

(8) The town manager or designee shall place the application for satisfaction or release of lien upon the agenda of a regularly scheduled town council meeting. The town council may take action based solely upon the sworn application, recommendation of the town manager or designee and the applicant shall

have opportunity to address the town council as to the factors he or she believes warrant reduction or waiver of lien in considering the application for satisfaction or release of lien.

(9) The town council may reduce the amount of the lien, waive the full amount of the lien or continue the lien in its full amount and may accept, modify or reject the recommendations of the town manager or designee.

(10) Town council approval of a reduction in the amount of the lien shall be contingent upon payment in full of the reduced amount within 30 days of the town council approval date. If the reduced amount is not paid in full within the 30-day period, the reduction shall be come null and void and the full amount of the lien shall be due and payable.

(11) When a lien is satisfied as a result of full payment, reduced payment or waiver as ordered by the town council, the town shall record the satisfaction/release of lien in the public records of Lee County, Florida and provide a copy to the property owner.

Attachment of "Order Imposing the Lien"

**CODE COMPLIANCE SPECIAL MAGISTRATE FOR
THE TOWN OF FORT MYERS BEACH, FLORIDA**

TOWN OF FORT MYERS BEACH,
FLORIDA,

Petitioner,

vs.

CE CASE NO. 20240994

HIMMELSTEIN ASSOCIATES, LLC,

Respondent.

ORDER IMPOSING AND CERTIFYING CODE ENFORCEMENT LIEN

THIS CAUSE came on for public hearing on September 2, 2025, before the undersigned Special Magistrate for the Town of Fort Myers Beach ("Special Magistrate"), with the Respondent, Himmelstein Associates, LLC ("Respondent") present and represented by Robert Himmelstein, Jr., and Jeff Walker. The purpose of the hearing was to certify a code enforcement lien in the above-captioned case due to Respondent's failure to comply with a Code Enforcement Violation Findings of Fact, Conclusions of Law, and Order pertaining to same dated January 7, 2025, a copy of which is attached as Exhibit A ("Order of Violation").¹ Having considered the sworn testimony, evidence and arguments presented, the Special Magistrate finds and orders as follows:

A. FINDINGS OF FACT:

1. The Respondent is the property owner of the subject property located at 2815 Estero Blvd., Fort Myers Beach, Florida ("Property"), and legally described as:

All of Block L of that certain subdivision known as Winkler's Second Division, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 8, Page 49.

LESS AND EXCEPT the following described Parcel:

All of that Tract or Parcel of land lying and being in Sections 19 and 30, Township 46 South, Range 24 East, Lee County, Florida, and being part of Block "L" of

¹ The Order of Violation contains a clerical error incorrectly identifying the case number for this code enforcement matter as 20240908. The correct case number is 20240994. A copy of the Order of Violation was entered into the record at the hearing conducted in this matter on September 2, 2025.

Winkler's 2nd Subdivision, as recorded in Plat Book 8, Page 49, Lee County Public Records, and being more particularly described as follows:

Commencing at the Point of Intersection of the Southeasterly right of way line of Bay Street with the Northeasterly right of way line of Estero Boulevard, run North 32 degrees 40 minutes 08 seconds East along the Southeasterly right of way line of Bay Street 73.16 feet to the Point of Beginning; thence continue North 32 degrees 36 minutes 48 seconds East 182.97 feet to the Westerly right of way line of a 50 foot roadway; thence South 07 degrees 48 minutes 42 seconds West along said right of way line 181.98 feet; thence North 82 degrees 31 minutes 18 seconds West 180.88 feet; thence North 57 degrees 19 minutes 52 seconds West 96.24 feet to the Southeasterly right of way line of Bay Street and the Point of Beginning.

2. On October 17, 2024, the Respondent was served with a Notice of Violation ("NOV") alleging the existence of a violation of the Town of Fort Myers Beach Code of Ordinances ("Town Code") on the Property. Specifically, the NOV identified that the Property/Respondent was in violation of Sections 6-501 and 6-525 of the Town of Fort Myers Beach Code of Ordinances.
3. The NOV specified that Respondent was required to correct the violation by November 16, 2024, but Respondent failed to do so.
4. On January 7, 2025, a duly noticed public hearing was held by the undersigned Special Magistrate of the Town of Fort Myers Beach regarding the alleged violations. Thereafter, on January 15, 2025, the Special Magistrate entered an Order of Violation finding the Property/Respondent in violation of Sections 6-501 and 6-525 of the Town of Fort Myers Beach Code of Ordinances by failing to elevate, anchor, or modify certain shipping containers located on the Property, and ordering the Respondent to remove or bring non-compliant structures into compliance with the Town's regulations by March 1, 2025.
5. Respondent failed to comply with the Order of Violation by the March 1, 2025, deadline. Thereafter, a status hearing was noticed and held on March 4, 2025, at which time Respondent indicated it was in the process of becoming compliant as required by the Order of Violation.
6. Respondent was subsequently properly served with a Notice of Hearing for certification of the lien because of its non-compliance with the Order of Violation to take place on June 3, 2025. The June 3, 2025, noticed hearing was continued to August 5, 2025.
7. At the August 5, 2025, hearing, due to an absence of the code enforcement officer necessary to this matter, the Special Magistrate continued the hearing again until September 2, 2025.

8. On September 2, 2025, a hearing for certification of the lien due to non-compliance beyond the deadline in the Order of Violation was held with the Respondent represented by Robert Himmelstein, Jr., and Jeff Walker (the "Hearing").
9. The Town presented testimony that it had received a call from Respondent requesting an inspection on May 5, 2025, at which time an inspection was completed by a code enforcement officer and resulted in a finding that the Property had been brought into compliance as of May 5, 2025. An Affidavit of Compliance to this effect was introduced into the record at the Hearing as well as testimony that the fine has not been paid as of the date of the hearing

B. CONCLUSION OF LAW:

10. Respondent, based on foregoing finding of facts, was in non-compliance with the Violation Order for sixty-five (65) days.
11. The Order of Violation imposed a fine of \$250.00 per day for the 65 days the Property remained in non-compliance from March 1, 2025, to May 5, 2025, and an administrative cost of \$250.00.

C. ORDER/IMPOSITION OF LIEN:

12. The Special Magistrate certifies and imposes a lien in the total amount of \$16,500.00, inclusive of administrative costs on the Property.
13. This Order Imposing and Certifying Code Enforcement Lien may be recorded in the public records of Lee County, Florida or in any other county in the State of Florida where Respondent owns property, and if so recorded, shall constitute a lien against the Property and any other real or personal property that Respondent owns in Lee County or other county in the State of Florida.

ORDERED this 2nd day of September 2025 and executed this 13th day of September 2025.



John G. Van Laningham,
Special Magistrate

APPEAL: An aggrieved party may appeal an Order of the Special Magistrate of the Town of Fort Myers Beach to the Lee County Circuit Court. The appeal shall be limited to appellate review of the record created before the Special Magistrate. An appeal shall be filed within thirty (30) days of the execution of the Order to be appealed.

PAYMENT OF ADMINISTRATIVE COSTS, LIENS OR FINES: Checks should be made payable to "Town of Fort Myers Beach," include the case number and mail to:

**Town of Fort Myers Beach
Attention: Code Enforcement
6231 Estero Boulevard
Fort Myers Beach, FL 33931**

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the Order was sent by U.S. Mail on the 15 day of September, 2025 to:

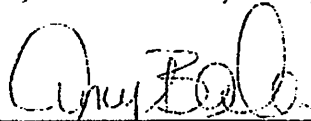
Himmelstein Associates LLC
P.O. Box 218
Somers Point, NJ 08244

Himmelstein Associates LLC
907 Hyacinth Dr.
Delray Beach, Florida 33483

Shai Ozery, Esq.
Robert N. Hartsell, Esq.
Hartsell Ozery, P.A.
61 NE 1st St Ste C
Pompano Beach, FL 33060

Nancy Stuparich: stuparich@voselaw.com
Thomas Yozzo: tyozzo@fmbgov.com
Amy Baker: amy@fmbgov.com

I certify this document to be a true and correct copy of the original on file in Town Hall, Fort Myers Beach, State of Florida, County of Lee.

BY: 
Town Clerk and Clerk to Special Magistrate

Dated: Sept. 15, 2025

"Attachment A"



HARTSELL | OZERY, P.A.

61 N.E. 1ST Street, Suite C
Pompano Beach, Florida 33060

(954) 778-1052

www.HartsellOzery.com

April 6, 2026

CODE ENFORCEMENT LIEN REDUCTION REQUEST
APPLICATION (LDC SEC. 2-432)

Procedural Posture

Initially, Himmelstein Associates, LLC, received a temporary permit for the containers on February 13, 2023, which was set to expire on September 25, 2025; as such, Himmelstein Associates, LLC, instructed the engineer to finish the design that was originally a part of the permit in December 2023. However, as a result of FEMA's investigation, in the aftermath of Hurricane Ian, for the Town of Fort Myers Beach, the permit was revoked by the Town and Himmelstein Associates, LLC, was advised that they were out of compliance and must remove the containers from the property. In December 2024, Himmelstein Associates, LLC, received a letter which revoked their temporary permit for the storage containers on the subject property.

On January 7, 2025, a special magistrate hearing was held regarding the revoked permit. At this hearing, testimony was provided that a permit application had previously been submitted to the Town on January 5, 2025, to allow permanent anchoring of the containers. On February 14, 2025, the Town reviewed the permit application and Himmelstein Associates, LLC, paid \$640.63. On February 27, 2025, the Town sent the first zoning rejection letter to Himmelstein Associates, LLC, which asked Himmelstein Associates, LLC, for the set back measurements from Lovers Lane. Thereafter, Himmelstein Associates, LLC, then immediately resubmitted the required information to resolve the rejection letter.

On March 5, 2025, another special magistrate hearing was held which provided testimony that Himmelstein Associates, LLC, were waiting for the Town to issue a permit. Himmelstein Associates, LLC, alerted the magistrate that they had submitted an application which would allow them to permanently anchor the containers per FEMA regulation; in response, the magistrate told Himmelstein Associates, LLC, to continue working with the Town. The magistrate asked how long it would take to permanently anchor the containers, which we estimated would take between four (4) to six (6) weeks once the permit was approved. The permit was not reviewed until February 14, 2025. The Town should have let us know early in the approval process that the containers were not going to be permitted. On March 7, 2025, Himmelstein Associates, LLC, received a second rejection letter that the Town would not permit the containers to be on the property and that fines would begin to accrue on the property.

In accordance with the second rejection letter, on March 8, 2025, Himmelstein Associates, LLC, moved the contents of the containers to the furniture store under construction on the site. On March 10, 2025, Himmelstein Associates, LLC, listed the physical containers for sale and, ultimately, sold the containers on May 2, 2025, for a loss of \$11,000.00.

On May 5, 2025, an affidavit of compliance was issued to Himmelstein Associates, LLC. Between June 3, 2025, and August 5, 2025, there were discrepancies that arose which interfered with the ability of the parties to attend the special magistrate hearing. As such, the special magistrate hearing which certified the lien was held on September 2, 2025.

Reasoning for reduction (factual):

Himmelstein Associates, LLC, acted in good faith and with diligence to bring the property into compliance once they received notice from the Town of Fort Myers Beach, Florida that a permit would not be issued. They detrimentally relied on the temporary permit and complied with removal prior to the expiration period of the temporary permit. Upon receipt of the notice of violation, Himmelstein Associates, LLC, immediately initiated efforts to arrange for the removal and relocation of the storage containers.

At the time that Himmelstein Associates, LLC, received the notice of revocation, the Town of Fort Myers Beach was actively undergoing recovery and clean-up operations, as a result of Hurricane Ian. The moving companies that are typically used for removing and relocating storage containers, were preoccupied with aiding in the Town's removal and clean-up efforts which resulted from Hurricane Ian. The inability to contract with a moving company was beyond the control of Himmelstein Associates, LLC, and resulted in unavoidable delays, despite Himmelstein Associates', LLC, efforts to comply with the notice.

During this time, Himmelstein Associates, LLC, maintained communication with the Town to convey the progress of the removal of the storage containers within the parking lot. The containers were removed and relocated once the first moving company became available. At this point, the property came into compliance.

Due to Himmelstein Associates', LLC, good faith efforts, revocation of a valid temporary permit, the unavoidable conditions which resulted from Hurricane Ian, and proactive efforts to maintain compliance, the fines for the cited violation were not the result of willful neglect nor noncompliance. Therefore, a full waiver of the lien is warranted.

Reasoning compliance not accomplished by time lien was recorded:

Compliance was accomplished prior to the recording of the lien; however, the accrued fines were not paid. The undersigned was in contact with counsel during this period for the Town to discuss fine reduction efforts.

Respectfully submitted by,

/s/ Robert Hartsell
Robert N. Hartsell, Esq.
Florida Bar No. 636207
Robert@hartsellozery.com
HARTSELL OZERY, P.A.
Counsel for Himmelstein Associates, LLC
61 NE 1st Street, Suite C
Pompano Beach, FL 33060
Telephone: 954-778-1052

Michael Hauserman

From: Robert Hartsell <robert@hartsellozery.com>
Sent: Wednesday, April 22, 2026 4:32 PM
To: Michael Hauserman
Cc: Tracie Raski; Shai Ozery
Subject: Re: 20240994 2815 Estero Blvd Fine Reduction Application HIMMELSTEIN ASSOCIATIONS LLC

CAUTION: This email originated from outside of Town of Fort Myers Beach. Do not click links or open attachments unless you know the content is safe.

Good Afternoon Michael,

I hope all is well with you. Thank you for taking the time to review the lien reduction package. There is currently no mortgage on the subject property. Future loans, if any, would probably be through the SBA. However, my understanding is that there is currently an issue in obtaining the appropriate flood insurance to procure SBA loans due to other properties not coming into compliance with FEMA requirements for the 25% reduction.

I hope this is helpful. Let me know if you have any other questions or concerns.

On Wed, Apr 22, 2026 at 3:55 PM Michael Hauserman <Michael.Hauserman@fmbgov.com> wrote:

Upon review of Mr. Himmelstein's lien / fine reduction application, it appears to be missing one item currently. LDC Section 2-432 (2) h. Information concerning any outstanding mortgages on the property, including the date such mortgages were recorded and whether the mortgage or mortgages are currently in default.

Please send in this information and I will include in your application. If you have any further evidence or information that you would like included, please forward it to me as well.

Thank you.

**Michael J.
Hauserman, CEP**
Code Compliance Manager
Town of Fort Myers Beach
6231 Estero Blvd



Fort Myers Beach, FL 33931
Phone: (239) 478-9363

FMBgov.com



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

--
Robert Hartsell, Esq.
Managing Partner
Hartsell | OZERY, P.A.
(954) 778-1052



The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

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.

STATUS	CONSIDERATION	DEBTR NAME	GRANTOR	GRANTEE	RECORD DATE	DOC TYPE
/	\$1,700,000.00	HIMMELSTEIN ASSOCIATES LLC	FREEDOM OIL COMPANY	HIMMELSTEIN ASSOCIATES LLC	09/02/2020	DEED
/	\$1,175,000.00	HIMMELSTEIN ASSOCIATES L L C	WELLS FARGO BANK NATIONAL ASSOCIATION	HIMMELSTEIN ASSOCIATES L L C	05/06/2021	DEED
/	\$400,000.00	HIMMELSTEIN ASSOCIATES L L C	BLANCHARD DOUGLAS L	HIMMELSTEIN ASSOCIATES L L C	05/04/2022	DEED
/	\$0.00	HIMMELSTEIN ASSOCIATES LLC	HIMMELSTEIN ASSOCIATES LLC HIMMELSTEIN ROBERT	GARAGE DOORS BY ROY NORTH	05/22/2023	NOTICE OF COMMENCEMENT
/	\$0.00	HIMMELSTEIN ASSOCIATES LLC	DRAKE READY MIX INC	HIMMELSTEIN ASSOCIATES LLC AESTHETICALLY PLEASING PAVERS	09/23/2024	LIEN
/	\$0.00	HIMMELSTEIN ASSOCIATES LLC	DRAKE READY MIX INC	HIMMELSTEIN ASSOCIATES LLC	11/13/2024	RELEASE
/	\$0.00	HIMMELSTEIN ASSOCIATES LLC	HIMMELSTEIN ASSOCIATES LLC	HOWARD LEMUEL LABELLE WELL DRILLING	08/06/2025	NOTICE OF COMMENCEMENT
/	\$0.00	HIMMELSTEIN ASSOCIATES LLC	TOWN OF FORT MYERS BEACH HIMMELSTEIN ROBERT	HIMMELSTEIN ASSOCIATES LLC WALKER JEFF	09/15/2025	LIEN
/	\$0.00	HIMMELSTEIN ASSOCIATES LLC	HIMMELSTEIN ASSOCIATES LLC	COASTLINE CONSTRUCTION SERVICES LLC	01/13/2026	NOTICE OF COMMENCEMENT

CODE COMPLIANCE SPECIAL MAGISTRATE
THE TOWN OF FORT MYERS BEACH, FLORIDA

TOWN OF FORT MYERS BEACH,
FLORIDA,

Petitioner,

vs.

CE CASE NO. 20240908
DOAH CASE NO. 24-4838

HIMMELSTEIN ASSOCIATES, LLC,

Respondent.

_____ /

CODE ENFORCEMENT VIOLATION FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND ORDER

THIS CAUSE came before the undersigned Administrative Law Judge, John G. Van Laningham, serving as the Special Magistrate for the Town of Fort Myers Beach (“Special Magistrate”), on January 7, 2025, for a public hearing. The Town of Fort Myers Beach (“Petitioner”) and Himmelstein Associates, LLC (“Respondent”), appeared, with Respondent represented by its Manager, Jeff Walker. The purpose of the hearing was to adjudicate the Town’s Notice of Violation, dated October 2, 2024, and the Town’s request for an Order finding the Respondent in violation. After reviewing sworn testimony and supporting evidence, including photographs, FEMA correspondence, and Town resolutions, the Special Magistrate makes the following findings and orders:

A. FINDINGS OF FACT

1. On February 6, 2023, Respondent applied for a Temporary Use Permit for the temporary placement of two shipping containers on the property located at 2815 Estero Boulevard, Fort Myers Beach, Florida (the “Subject Property”).¹ These containers were used to store inventory and display merchandise, allowing Respondent’s furniture business to continue operations while rebuilding after Hurricane Ian.

2. The Town issued Temporary Use Permit No. 231578 to Respondent on February 13, 2023, with an expiration date of September 23, 2025. The permit required compliance with hurricane

¹ The Subject Property’s Property Identification Number is 30-46-24-W2-003L0.0050. A legal description may be found in that certain Warranty Deed recorded as Instrument #2021000147663 in the Official Records of Lee County, Florida.

evacuation orders, proper tie-downs, and removal of temporary structures within 30 days after a certificate of occupancy or upon permit expiration.

3. On May 15, 2023, the Town Council of Fort Myers Beach adopted Ordinance 23-05 to address recovery efforts following Hurricane Ian. It authorized the temporary placement of emergency structures for recovery purposes. Ordinance 24-04, effective May 6, 2024, amended Ordinance 23-05 to explicitly authorize commercial Emergency Temporary Placement Permits (“ETPPs”) and establish conditions for revocation.

4. On September 19, 2024, Code Enforcement Officer Thomas Yozzo inspected the Subject Property and found two shipping containers non-compliant with FEMA floodplain regulations and Town Code Sections 6-501 and 6-525, which incorporate ASCE 24-14 standards. These standards require elevation to the Base Flood Elevation (“BFE”), secure anchoring, and flood openings. Respondent failed to meet these standards, increasing flood risks.

5. Floodplain Manager Carl Thomas confirmed the non-compliance and highlighted risks of structural displacement and public safety hazards.

6. On October 17, 2024, the Town issued a Notice of Violation to Respondent, detailing deficiencies and providing 30 days for compliance.

7. Follow-up inspections on December 10, 2024, and January 6, 2025, confirmed continued non-compliance. Jeff Walker testified that Respondent applied for permits to rebuild the store on the same footprint and expected full compliance within four to six weeks after permit issuance. An Affidavit of Non-Compliance and photographic evidence were presented.

8. FEMA issued letters to the Town directing the removal of non-compliant structures and stricter enforcement of floodplain regulations. A November 21, 2024, letter placed the Town on probation in the National Flood Insurance Program (“NFIP”), threatening increased insurance premiums and reduced disaster assistance.

9. On December 16, 2024, the Town Council adopted Resolution No. 24-296, revoking all non-compliant ETPPs.

10. On December 19, 2024, the Town notified Respondent that Temporary Use Permit No. 231578 had been revoked effective December 16, 2024.

11. The Special Magistrate acknowledges the challenges caused by Hurricane Ian and Respondent’s efforts to continue operations. However, ongoing non-compliance with floodplain regulations places the Town at risk of losing NFIP participation.

B. CONCLUSIONS OF LAW

12. Respondent violated Sections 6-501 and 6-525 of the Town’s Land Development Code and ASCE 24-14 by failing to elevate, anchor, or modify the shipping containers.

13. These violations jeopardize the Town's compliance with FEMA floodplain regulations, risking higher insurance premiums and reduced disaster assistance.

14. Respondent received proper notice and adequate opportunities to correct the violations but failed to take corrective action.

15. The Town's enforcement efforts reflect its responsibility to protect public safety and maintain NFIP eligibility.

C. ORDER

Based on the foregoing, it is hereby ORDERED as follows:

Compliance Deadline and Review Hearing: Respondent must remove or bring the non-compliant structures into compliance with Town and FEMA regulations by **March 1, 2025**. A status review hearing is scheduled for **March 4, 2025**, to evaluate compliance progress. The Special Magistrate will consider compliance steps taken in deciding whether to impose or defer fines.

Daily Fine: A fine of \$250 per day will be imposed for each day the violation continues beyond the Compliance Date, unless deferred at the status review hearing based upon the circumstances then existing.

Abatement Authorization: If compliance is not achieved by the deadline and no satisfactory progress is reported at the hearing, the Town may abate the violation by removing the non-compliant structures. Associated costs will be recoverable as a lien on the Subject Property.

Costs: Pursuant to section 162.07(2), Florida Statutes, Respondent shall pay \$250 to cover the costs associated with this enforcement action.

This Order may be appealed by any aggrieved party to the Circuit Court of Lee County no later than 30 days from the date of this Order. Failure to timely file a written Notice of Appeal will waive the right of appeal.

DONE AND ORDERED this 15th day of January, 2025, at the Division of Administrative Hearings, Tallahassee, Florida.



John G. Van Laningham
Special Magistrate

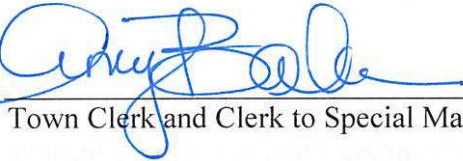
CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of this Order has been furnished to
by U.S. mail on this 16 day of January, 2025, to:

Himmelstein Associates LLC
P.O. Box 218
Somers Point, NJ 08244

Himmelstein Associates LLC
907 Hyacinth Dr.
Delray Beach, Florida 33483

BY:



Town Clerk and Clerk to Special Magistrate

Dated

Jan. 16, 2025

Package Summary Status Report
Report generated: Mon, 15 Sep 2025 11:06 AM EDT

Package: - BD7B0D55-154F-2662-AB7A-27AD89A3F0F9
Status: Received

Submitter: Town of Fort Myers Beach (FLTCGW)
Recipient: Lee County, FL

Documents

Document Name	Document Type	# of Pages	Status	Fees
Code Enforcment Lien CE20240994 2815 Estero Blvd FMB	LIEN	5	Sent	44.00

Estimated Fees

Fee Type	Payment Account Name	Fee Amount
Recording Fees	Simplifile Invoice Account	44.00
Submission Fees	Simplifile Invoice Account	2.25
Total Fees:		46.25

Fees on this report are preliminary estimates and should not be considered final.

Questions Contact:
Simplifile Support 800.460.5657, option 3
5072 North 300 West
Provo, UT 84604